
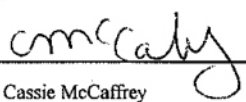


SERVICE AGREEMENT



MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT

	Ministry of Children and Family Development	MINISTRY SERVICE AGREEMENT: KT13A25025
		Agreement Name: Behaviour Consultation - N. Fraser

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by The Minister of Children and Family Development (the "Province", "we", "us", or "our" as applicable) at the following address:	AND <u>CBI CONSULTANTS LTD.</u> (Legal Name) (the "Contractor", "you", or "your" as applicable) at the following address:
204 Blue Mountain Street Coquitlam, British Columbia Canada V3K 4H1 Fax Number: (604)528-3947 Email: Cassie.McCaffrey@gov.bc.ca	204-3970 HASTINGS ST BURNABY, BC V5C 6C1 Fax Number: (604)320-1961 Email: Mike@cbiconsultants.com
The term for the Service Agreement begins on: <u>01/04/2020</u> and ends on <u>31/03/2021</u> (Day/Month/Year) (Day/Month/Year)	
THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THE SERVICE AGREEMENT LOCATED ON THE MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT'S WEBSITE, VERSION 1.2 DATED JANUARY 13, 2015, AND AGREE TO BE BOUND BY THE SCHEDULES LISTED BELOW AND ATTACHED TO THIS AGREEMENT:	
SCHEDULE A - SERVICES SCHEDULE B - PAYMENT SCHEDULE C - APPROVED SUBCONTRACTOR(S) SCHEDULE D - INSURANCE SCHEDULE E - AUTHORIZED PERSON SCHEDULE F - INFORMATION MANAGEMENT (RECORDS, PRIVACY AND SECURITY) SCHEDULE G - ASSETS SCHEDULE H - ADDITIONAL TERMS SCHEDULE I - REPORTING REQUIREMENTS	
(collectively, the "Agreement")	

SIGNED AND DELIVERED on the <u>5</u> day of <u>March</u> , 2020 on behalf of the Province by its duly authorized representative Signature: <u></u> Print Name: <u>Cassie McCaffrey</u> Position: <u>Director of Operations or Designate</u> Responsibility Centre: <u>DOO-NF-EY & CYSN</u>	SIGNED AND DELIVERED on the <u>4th</u> day of <u>March</u> , 2020 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature: <u></u> Print Name: <u>Michael Bote</u> Position: <u>Executive Director</u> Signature: _____ Print Name: _____ Position: _____
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Contractor: By signing above you agree that you have read, understand, and agree to be bound by, the Terms and Conditions and the Schedules for the Service Agreement

SUMMARY

Term 01/04/2020 to 31/03/2021

Total Amount of Agreement (not including any applicable taxes)

\$521,340.24

Allocation by Programs and Services

Programs		
CYSN Professional Support		
Intervention - Therapeutic Intervention/Treatment		\$521,340.24
	Sub-Total	\$521,340.24
	Total	\$521,340.24

Allocation by Community

Regions Served		
Coast Fraser Region		\$521,340.24
	Total	\$521,340.24

Allocation by Business Area

Core Business Area	Business Area - Sub Business Area	
ECD, Child Care and Children and Youth with Special Needs		
	Children and Youth with Special Needs	\$521,340.24
	Sub-Total	\$521,340.24
	Total	\$521,340.24

SCHEDULE A - SERVICES

GENERAL

The Contractor will provide all necessary components for delivery of the programs delineated below, including sufficient qualified program staff, administrative support, premises, materials and equipment.

The Province will appoint a Ministry contract supervisor for the Contractor's services funded under this Service Agreement. The parties agree to conduct contract reviews during the Funding Period to review the Service Deliverables and any other issues of mutual concern, including the following:

- statements and reports required
- program elements, including hours of operation;
- access and admission criteria;
- intake and referral processes;
- wait list management;
- exceptions to normal practice;
- critical incident reporting procedures;
- issue management;
- program liaison.

Service delivery is supported by accreditation and enhanced reporting requirements. The Province and the Contractor are using a collaborative approach to the continuing development of output-based contracts and measurable client outcomes. Both Parties agree to work together to achieve these objectives.

A. ALLOCATION SUMMARY

1. Annual baseline and aggregate funding are outlined in *Schedule B – Payment*.
2. Annual Funding and Service Summary

Program	Services	Community Served	Direct Service FTEs	Consultation Hours	Service Units	Other Annual Outputs	FY2020/21 Annual Baseline Funding
CYSN Behavioural Support	Therapeutic Intervention	Burnaby, New Westminster	3.6	1,890	2,228.26	100 families	\$ 208,536.12
		Tri-Cities		1,890	2,228.26		\$ 208,536.12
		Maple Ridge, Pitt Meadows		945	1,114.13		\$ 104,268.00
Total			3.6	4,725	5,570.65		\$ 521,340.24

3. Outputs

Consultation hours are defined as all direct and indirect activities related to a behaviour consultation.

Service Units are defined as all consultation hours plus additional hours for travel, supervision and administrative tasks.

B. PROGRAM DESCRIPTION

Behavioural Support is provided by trained professionals for specific children, with direct involvement with their families, caregivers, and other relevant professional or community members. This includes determining behavioural change goals, developing plans, and the systematic use of positive behaviour support.

Program Objectives

Behaviour Support - To provide behavioural support services for eligible children and their families and caregivers, enabling them to function as effectively as possible within their communities.

The Ministry works to ensure that some of the most vulnerable children, youth and their families have the best possible chance to succeed and thrive. To support this goal, the Ministry funds a range of programs and services for Children and Youth with Special Needs (CYSN) and their families

The Contractor undertakes to effectively support the development of each Child through:

- activities that recognize the Child's capacity and are designed to enhance the Child's independence with respect to daily living activities and achievement of personal goals; and
- providing assistance in making effective choices concerning the development and maintenance of friendships and relationships.

The Contractor will take appropriate action to accomplish the objectives set for each Child being supported as they are decided upon by the Child and their family, involving support staff, the Province and the Contractor.

The Contractor will adapt the Services for each Child, as required, in relation to the Child's changing support needs. The Contractor will ensure that the Child and their family are involved in all planning and decision-making on matters affecting him/her. The Contractor will support all Children to access natural community support systems rather than disability specific services, whenever possible. The Contractor will support the Children and their family with access to information and training regarding the various available options that can assist them with community access and full community participation.

Where applicable, the Contractor will provide a safe motor vehicle in accordance with the provisions of the Motor Vehicle Act and Regulations thereto or otherwise arrange for the transportation of any Child supported by the Contractor.

The Contractor will co-operate with any plan established by the Province, a Child and/or her/his family, for support changes. It is agreed that the Province will not refer any Child to the Contractor on any basis other than provided for in this Service Agreement except by mutual agreement.

Desired Outcomes

Through the delivery of the Service Agreement the Ministry of Children and Family Development (the Ministry) wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:

- a) The rights and best interests of children are reflected in the way supports and services are delivered to children and families.
- b) Families, children and youth have a lead role in the planning for goals, supports and services that meet their needs and interests.
- c) The needs, including health and safety, of children and families are met through flexible, diverse, and timely supports and services.
- d) Children and their families experience full inclusion as citizens in their communities.
- e) Children and families are served in a manner that reflects ethnic and cultural beliefs and values.
- f) Aboriginal children and families are served in a manner that is in accordance with aboriginal values and traditions.
- g) Individuals will have a comprehensive behavioural assessment and support plan.
- h) Key players will be trained and skilled to implement the behaviour support plan recommendations in a coordinated manner across environments.
- i) To increase the knowledge and awareness of family members to understand child/family-centred approach as an essential feature to the functional assessment process.
- j) To increase families' understanding of the relationship between communication and challenging behaviour.
- k) To increase adaptive behaviours as identified within an individual support plan.
- l) To achieve specific child/family goals that focus on lifestyle activities and quality of life including community presence, community participation, choices, competencies and respect.

The parties acknowledge that the Contractor does not warrant that the desired outcomes will be achieved.

Service Deliverables

The Contractor will provide or deliver Behavioural Support Services.

In the Catalogue of Services, *Intervention* is defined as activities provided to maintain or prompt a planned change in the behaviour, condition or functioning of children, youth and/or families/caregivers while *Therapeutic Intervention* involves structured, planned and empirically supported therapy/treatment.

Target Population

Children aged 6-18 who have special needs as per the eligibility criteria established by the Ministry. CYSN eligibility is defined in the Children and Youth with Special Needs Policy, dated 2017. Referrals for children under the age of 6 will be considered on a case by case basis, in consultation with the CYSN Team Leader.

Services will be provided to families residing in Burnaby, New Westminster, Tri-Cities, Pitt Meadows and Maple Ridge, except as approved by the Ministry CYSN liaison(s).

Service Description

The Contractor will delineate the role of CBI Consultants, families and CYSN workers: the goal is to build capacity and skills within family and support persons to carry out behavioural strategies or plans without professional guidance.

The Contractor will follow the Lifestyle Developmental Process which merges the principles and procedures of person-centred planning with state of the art technical interventions in the areas of communication, instruction and positive behavioural support to create multi-element, lifestyle-driven support plans.

Assessment

The Contractor will conduct a functional assessment for each child and develop a set of recommendations or plans to achieve priority goals and concerns.

Each family will receive a detailed report outlining the summary of assessment results and goals identified.

The initial report will include strength-based assessment to assist in developing a program to address the priority behaviours identified by the parent or guardian of the child. The assessment phase takes an average of 30-40 hours to complete. The Ministry is committed to provide social history information to the Contractor for more efficient and effective service planning.

Program Implementation

The Contractor will develop a comprehensive multi-element positive behaviour support plan that is responsive to the unique demands of each child and setting, and is continually guided by functional assessment data. The family profile and assessments of the behavioural priorities identified will determine the number of hours required to complete the consultation.

Projected hours for the implementation of each behaviour support plan will be reviewed and mutually agreed upon with the Ministry CYSN social worker. The Contractor agrees that where the total hours for assessment and implementation exceed 150 hours, approval will be requested from the responsible Ministry CYSN Team Leader.

The Contractor will implement the support plan based on distinct phases of involvement, as outlined in the initial assessment report.

The Contractor will support and train family and all relevant key team members to learn specific intervention strategies.

The Contractor will monitor support plans and modify or adapt intervention strategies as necessary.

The Contractor will provide follow-up services until the team supporting the child and family are self-sufficient with the implementation of support strategies.

The Contractor will also direct the families to resources in the community that may assist clients in the determined goals.

The number of hours of service each family receives will depend on the priorities identified by the family and as assessed by the consultant assigned. Currently the service length for each family is around 18 months. The hours of service will be reduced for a gradual exit from the program before discharge.

Discharge

The Contractor will develop a comprehensive training manual describing all essential elements of the behavioural intervention plan and transfer responsibility to a key trainer who may be a parent, a family member or a caregiver.

On discharge, a meeting will be held with the family. The referring CYSN social worker will be notified of the meeting time and invited to attend.

Training and Education

The Contractor may develop and present specific skill-based groups or workshops for children and youth, as approved by the Ministry CYSN Team Leader or Director of Operations.

The Contractor may offer parent information sessions on positive behaviour support for the benefit of a group of families on the waitlist, as approved by the Ministry CYSN Team Leader or Director of Operations.

The Contractor may develop and present specific intervention-based workshops/focus group sessions for families and other team members in order to build capacity and increase the knowledge base of the team (the content will be guided by the results of assessments completed by the Contractor), as approved by the Ministry CYSN Team Leader or Director of Operations.

Services outlined above will require submission of a proposal from the Contractor for approval prior to the delivery of services.

Inputs

Service Delivery Model

3.6 FTE Behaviour Consultants

0.48 FTE Supervisor

0.10 FTE Clinical Director

Preferred Qualifications of Staff

Behaviour Consultants: Will meet the RASP Requirements for Category B Behavior Consultants (Supervised), including having at least BA plus CBI's extensive in-house training program where they have passed knowledge criterion and demonstration criterion showing that they can independently conduct functional behaviour assessments and implement strategies with fidelity to the published research.

Supervision will be provided as required in keeping with professional standards.

Referral, Intake and Waitlist Management

Referrals will be initiated through a Ministry CYSN liaison. The Ministry will determine each family's priority for service and be responsible for managing the waitlist for services.

The contractor will meet with the CYSN liaison every three (3) months to review new referrals, the number of families receiving services and the progress of each family.

Location and Hours of Service

Services are primarily provided in the home but may include observation, training and education in community settings.

Services will be provided Monday to Friday between 9:00 a.m. and 5:00 p.m. Depending on staff availability and the needs of the family, services may also be provided in the evening and on weekends.

On-line training and education will be available for all families referred for consultation.

Relevant Legislation, Policies, Standards and Guidelines

Without limiting sections 3 and 8 of the current version of the Terms and Conditions of the Service Agreement on the MCFD website, you must comply with the following Acts, regulations and MCFD policies and standards in providing the services described in this schedule:

Child, Family and Community Service Act

Children and Youth with Special Needs (CYSN) Service Delivery Policies, dated August 2017. Any future revisions of the policy will replace it and form the basis of service delivery upon the Ministry's approval of the revised Program Guidelines.

PROGRAMS

CYSN Professional Support

TARGET POPULATION: Children and families where a child is eligible to receive CYSN Family Support Services and the child and/or family would benefit from specialized services provided by a qualified practitioner, such as assessment, training, consultation, planning or other supports.

OUTCOME: Children and their families experience improved capacity to function in their community.

SERVICE: INTERVENTION - THERAPEUTIC		Total Amount	\$521,340.24
INTERVENTION/TREATMENT			
Definitions	Structured, planned and empirically supported therapy/treatment.		
Project Code	18CN294		
Input	Degreed Staff		
Output Indicators	# Hours	Quantity	
Reporting Frequency	Quarterly		
Core Business Area	ECD, Child Care and Children and Youth with Special Needs		
Business Area	Children and Youth with Special Needs		
Regions Served			
Coast Fraser Region	Recipient(s)	Family	Amount
			\$521,340.24

BUSINESS AREA OUTCOMES

- Children and youth with special needs experience optimal growth and development.
- Children and youth with special needs are healthy and safe in their families and communities.
- Children and youth with special needs actively participate in their home and community.
- Parents and families of children and youth with special needs have the knowledge, skills and supports they need to advance their child or youth's growth, development and functioning.
- Communities support the development and growth of children and youth with special needs.

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

- 1.1 Subject to the provisions of the Agreement, we will pay you an amount not exceeding \$521,340.24 (not including any applicable taxes), in the aggregate, for providing the Services set out in Schedule A, during the term of this Agreement.
- 1.2 In addition, we will pay you any applicable taxes payable by the Province under law or agreement with the relevant taxation authority in relation to amounts payable under this schedule.

Payments

2.1 Monthly Recurring

We will pay you on or about the 15th day of the month commencing on the 1st day of April, 2020 as provided in the following payment schedule:

From	To	Amount	Total
April 1, 2020	March 31, 2021	\$43,445.02	\$521,340.24
			\$521,340.24

Additional Costs

ADDITIONAL COSTS DESCRIPTION

Effective April 1, 2020, your monthly payment will be **\$43,445.02**. Annual baseline funding for fiscal year 2020/21 is increased by \$8,878.44 (comprised of 2% General Wage Increase (GWI) \$7,891.92 and 0.25% Service Improvement Allocation (SIA) \$986.52 under Sustainable Services Negotiating Mandate (SSNM)), from \$512,461.80 at the end of fiscal year 2019/20 to **\$521,340.24**.

Effective April 1, 2021, your monthly payment remains at **\$43,445.02**. Annual baseline funding for fiscal year 2021/22 remains at **\$521,340.24**.

The Contractor agrees that the purpose of the funding provided under GWI is to increase wages and benefits for eligible staff. All funding increases related to GWI must be directed to eligible employees.

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

Subcontractors

- 1.1 The following persons, groups of persons, or organizations, are specified as Subcontractors under section 12 of the Service Agreement:

None

SCHEDULE D – INSURANCE

1. On behalf of the Contractor, the Province will purchase and maintain commercial general liability insurance in the amount of \$2,000,000 inclusive per occurrence insuring against third party bodily injury, third party property damage, and personal and advertising injury, where any of them arise out of the performance of the Services by the Contractor and/or by approved subcontractors who have entered into a written agreement to perform the Services.
2. The Contractor is responsible for and will pay any deductible under the insurance policy.
3. The Province will obligate the managing broker to provide the Contractor with a Certificate of Insurance and a copy of the insurance policy wording.
4. The Province will take reasonable steps to ensure the coverage specified in section 1 is continuous for the duration of this Agreement. The Province will not be responsible for providing coverage in the event the insurance is cancelled or reduced by the insurer.
5. The Province does not represent or warrant that the insurance covers any and all losses. The Contractor is responsible for ascertaining the exact nature and extent of coverage of the insurance policy as well as the terms and conditions of the insurance policy. No term or condition of this Agreement amends, extends or alters the coverage afforded by the insurance policy.
6. Where the Contractor uses a vehicle to perform the Services the Contractor shall maintain Automobile Liability insurance on all vehicles owned, operated or licensed by the Contractor in an amount not less than \$2,000,000 per occurrence, and where applicable the Contractor may show evidence of this insurance using an ICBC Confirmation of Insurance Coverage (APV-47) form.
7. The Contractor will provide, maintain, and pay for, any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in sections 1 and 6.

SCHEDULE E – AUTHORIZED PERSONS

Authorized Persons

- 1.1 The Contractor designates any of the following persons, (identified by name and/or position) to act for you in relation to this Service Agreement:
- 1.2 The Ministry designates any of the following persons (identify by name and/or position) to act for us in relation to this Service Agreement:

Name	Position	Email Address
Jennie Ireland	Director of Operations	Jennie.Ireland@gov.bc.ca

Conflict Resolution Officials

- 1.1 The designated “Officials” of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director of Operations or Designate	Executive Director
Stage Two:	Director of Operations	Executive Director
Stage Three:	Executive Director of Service	Executive Director

SCHEDULE F – INFORMATION MANAGEMENT (RECORDS, PRIVACY AND SECURITY)

Purpose

The purpose of this Schedule is to:

- (a) enable the Province to comply with the Province's obligations with respect to:
 - (i) creation, maintenance, retention and final disposition of the Province's Records, and
 - (ii) protection of Personal Information collected under this Agreement and pursuant to *FOIPPA*.
- (b) ensure that, as a service provider, the Contractor is aware of, and complies with, the Contractor's information management and protection (records, privacy and security) obligations with respect to:
 - (i) the Province's Records, and
 - (ii) the Personal Information collected or created under this Agreement.

Applicability

This Schedule applies to the management of the Province's Records and to the management of Personal Information contained in the Province's Records.

The Contractor must manage the Province's Records in accordance with this Schedule and in accordance with MCFD Contractor's Information Management Guidelines, which provide directions and standards to assist the Contractor in complying with this Schedule.

Definitions

1. In this Schedule:

- a) "**access**" means the ability or opportunity of a person to view, study, or obtain a copy of records;
- b) "**FOIPPA**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- c) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- d) "**control**" (of a record) means the power or authority to manage the record throughout its life cycle, including restricting, regulating and administering its use and disclosure;
- e) "**custody**" (of a record) means having physical possession of a record, regardless of the format (e.g., paper or electronic);
- f) "**Personal Information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province or the Contractor dealing with the same subject matter as the Agreement, but excluding any information that, if this Schedule did not apply to it, would not be under the control of a public body as interpreted under the FOIPPA;
- g) "**Services Worker**" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include the Contractor or a subcontractor of an individual, or an employee or volunteer of the Contractor or of a subcontractor;
- h) "**Privacy Training**" means the Province's online privacy and information sharing training course.

RECORDS MANAGEMENT

Records Retention and Disposition

2. The Contractor must return the Province's Records regardless of format to the Province within the following time frames:
 - (a) within 30 calendar days of expiry or termination of the Agreement;
 - (b) within 7 calendar days of the Contractor receiving a request for return from the Province;
 - (c) when closed records volume is identified by the Contractor as warranting the transfer and the Province has provided written approval; or
 - (d) immediately when a Contractor advises the Province that they are no longer providing services or when the Province is concerned about the management of the Province's Records following a breach of security or privacy, including an unauthorized disclosure.

PRIVACY PROTECTION

Collection of Personal Information

3. The Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect Personal Information directly from the individual the Personal Information is about.
5. Except as otherwise permitted by FOIPPA, the Contractor must tell an individual from whom the Contractor collects Personal Information:
 - (a) the purpose for collecting it,
 - (b) the legal authority for collecting it, and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of Personal Information.

Accuracy of Personal Information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Contractor or the Province to make a decision that directly affects the individual the Personal Information is about.

Requests for access to Personal Information

7. If the Contractor receives a request for access to Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to Information Access Operations with the Ministry of Technology, Innovation and Citizens' Services or successor.

Correction of Personal Information

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any Personal Information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8 of this Schedule, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10 of this Schedule.
10. Within 5 business days of correcting or annotating any Personal Information under section 8 of this Schedule, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and provide the Provincial official's name or title and contact information to the person making the request.

Protection of Personal Information

12. The Contractor must protect Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any security arrangements expressly set out in the Security section of this Schedule.

Storage and access to Personal Information

13. Unless the Province otherwise directs in writing, the Contractor must not store Personal Information outside Canada or permit access to the Personal Information from outside Canada.

Retention of Personal Information

14. Unless the Agreement otherwise specifies, the Contractor must retain Personal Information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

15. Unless the Province otherwise directs in writing, the Contractor may only use Personal Information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of Personal Information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose Personal Information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose Personal Information outside Canada.

SECURITY

Services Worker confidentiality agreements

18. The contractor must immediately provide notice to the contract manager of any suspected information incident that threatens privacy or information security.
19. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Personal Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Personal Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

20. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to collect or have access to Personal Information, or otherwise be involved in providing the Services if, after having subjected the Services Worker to personnel security screening requirements as outlined in Appendix F1 to this Schedule, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk.

Services Worker activity logging

21. The Contractor must create and maintain detailed Contractor's Records logging the activities of all Service Workers in relation to:
 - (a) their access to Personal Information; and
 - (b) any other matters specified by the Province in writing for the purposes of this section.

Facilities and Equipment protection and access

22. The Contractor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and,

(b) limit access to Facilities and Equipment of the Contractor:

- i. being used by the Contractor to provide the Services; or
- ii. that may be used by someone to access information,

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.

23. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Integrity of Information

24. The Contractor must create, maintain and follow a documented process for maintaining the integrity of information while in the custody of or accessed by the Contractor.
25. For the purposes of section 24 of this Schedule, maintaining the integrity of information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the information has:
- (a) remained as complete as when it was acquired or accessed by the Contractor; and
 - (b) not been altered in any material respect.

Documentation of changes to processes

26. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 21 and 22 of this Schedule.

Secure Storage

27. The Contractor must securely store the Province's Records in the Contractor's custody.

GENERAL

Privacy Training

28. The Ministry will pay the direct costs of the Privacy Training, the Contractor, must ensure that:
- (a) all existing employees, agents, volunteers and sub-contractors who collect, create, or access Personal Information, complete Privacy Training within 3 months of this Agreement coming into force if they have not already done so;
 - (b) all new employees, agents, volunteers and sub-contractors engaged subsequent to the signing of this Agreement who will collect, create or access Personal Information have completed the provincially required Privacy Training prior to accessing Personal Information; and,
 - (c) a log is maintained with the names of all employees, agents, volunteers and sub-contractors who collect, create, or access Personal Information which indicates the status of their completion of the Privacy Training including date of completion. The Contractor must make this log available to the Province upon request.

Notice

29. The Contractor must immediately provide notice to the Province of
- (d) a possible or confirmed foreign demand or request for disclosure, including the information required by section 30.2(3) of FOIPPA or
 - (e) anticipated or actual non-compliance with this Schedule, unauthorized access, collection, use, disclosure, storage, alteration or disposal of information or Records containing information; or
 - (f) unauthorized access to Facilities or Equipment.

In this provision, "foreign demand for disclosure" and "unauthorized disclosure of personal information" bear the same meanings as in section 30.2 of FOIPPA.

30. The Contractor must immediately provide notice to the Province of any non-compliance, or anticipated inability to comply, with a provision in this Schedule in any respect.

Compliance, Audit and Review

31. The Contractor must, in relation to the Province's Records, comply with:
 - (a) the requirements of *FOIPPA* applicable to the Contractor as a service provider, including any applicable order of the commissioner under *FOIPPA*, and
 - (b) any direction given by the Province under this Schedule.
32. The Contractor acknowledges that it is familiar with the requirements of *FOIPPA* governing Personal Information that are applicable to it as a service provider.
33. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect, and at the Province's discretion, copy, any of the Province's Records, or any of the Contractor's information management policies or practices or Records relevant to the Contractor's management of the Province's Records or the Contractor's compliance with this Schedule. The Contractor must permit and provide reasonable assistance to any such inspection.
34. If the Province conducts a review of a matter described in section 29 or 30 of this Schedule (whether or not the matter came to the attention of the Province as a result of a notification under section 29 or 30 of this Schedule), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Interpretation

35. Any reference to the "Contractor" in this Schedule includes any subcontractor, agent, or volunteer retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors, agents, and volunteers comply with this Schedule.
36. If a direction or provision of the Agreement or any Schedule conflicts with a requirement of *FOIPPA* or an applicable order of the commissioner under *FOIPPA*, the conflicting provision of the Agreement or Schedule will be inoperative to the extent of the conflict.
 - (a) If there is a conflict between a documented process required by this Schedule to be created or maintained by the Contractor and this Schedule, the provision of this Schedule will prevail to the extent of the conflict.
37. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
38. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 39 of this Schedule, the law of any jurisdiction outside Canada.
39. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with *FOIPPA*.

SCHEDULE F – Appendix F1 – Security screening requirements

The personnel security screening requirements set out in this Appendix F1 are for the purpose of assisting the Contractor to determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of “primary identification” of the Services Worker and at least one piece of “secondary identification” of the Services Worker, as described in the table following this section. The Contractor must record which primary and secondary identification the Contractor examined, but must not copy or record any information from these identifications. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none">• B.C. driver's licence or learner's licence (must have photo)• B.C. Identification (BCID) card <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none">• Canadian birth certificate <p>Issued by Government of Canada:</p> <ul style="list-style-type: none">• Canadian Citizenship Card• Permanent Resident Card• Canadian Record of Landing/Canadian Immigration Identification Record	<ul style="list-style-type: none">• School ID card (student card)• Bank card (only if holder's name is on card)• Credit card (only if holder's name is on card)• Passport• Foreign birth certificate (a baptismal certificate is not acceptable)• Canadian or U.S. driver's licence• Naturalization certificate• Canadian Forces identification• Police identification• Foreign Affairs Canada or consular identification• Vehicle registration (only if owner's signature is shown)• Picture employee ID card• Firearms Acquisition Certificate• Social Insurance Card (only if has signature strip)• B.C. CareCard• Native Status Card• Parole Certificate ID• Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

SCHEDULE G – ASSETS

Property

- 1.1 The following property to be acquired by you with funds to be paid by us under this Service Agreement is specified in this Service Agreement as property to be owned by us:

None

- 1.2 The following property provided by us to you or a subcontractor for the purposes of this Service Agreement is to be owned by you or subcontractor as indicated:

None

SCHEDULE H – ADDITIONAL TERMS

SCHEDULE I – REPORTING REQUIREMENTS

Service Delivery Reports

- 1.1 The reports referred to in this section will be submitted within 30 days of the end of the period specified in form and content as determined by the Province.

The Contractor will submit to the Province reports, in form and content acceptable to the Province, relating to the Services. The required reports include, but are not limited to, the following:

- a) The referring MCFD worker will receive a copy of the initial Life Style Development report, 6-month progress report(s) and a discharge summary.
- b) The Contractor will submit quarterly reports on service outputs to the Ministry.
- c) The Contractor will submit attendance reports for any group Training and Education, within 30 days following the conclusion of each group program.

Financial Reports


- 1.2 In addition to the financial statements requirements referred to in the Audit and Service Evaluation section of the Agreement, any financial reports should relate to service outputs at a minimum. The following additional financial reports are required:

i.

Name	Description
Semi-annual Service Cost Report	Report that outlines the semi-annual costs associated with a service.
Annual Service Cost Report	Report that outlines the annual costs associated with a service.

Additional Reports

- 1.3 Other information as requested by the Province.

 BRITISH COLUMBIA	Ministry of Children and Family Development	MODIFICATION AGREEMENT
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BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Children and Family Development

AND

CBI CONSULTANTS LTD.
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement KT13A25026, beginning April 01, 2019.
B. The parties have agreed to modify the Agreement effective April 01, 2019.

AGREEMENT

1. *Schedule A – Services* is amended as follows:

- a) The Total Amount of Agreement is increased by **\$661.08** from \$702,753.72 to **\$703,414.80**, as a result of the Sustainable Services Negotiating Mandate (SSNM).

2. *Schedule B – Payment* is amended as follows:


- a) The Aggregate Maximum is increased by **\$661.08** from \$702,753.72 to **\$703,414.80**.
b) Annual baseline funding for fiscal year 2019/20 is increased by **\$661.08** (comprised of 0.25% Service Improvement Allocation (SIA) \$661.08) to **\$349,353.00**.
c) As per the letter sent on August 9th, 2019 payment of **\$661.08** for this modification agreement has already been made.

Additional Information

1. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 1st day of April, 2019.

SIGNED AND DELIVERED on the <u>24th</u> day of <u>October</u> , <u>2019</u> on behalf of the Province by its duly authorized representative Signature:  Print Name: <u>David Phillips</u> Position: <u>Director of Operations or Designate</u> Responsibility Centre: <u>CYSN/Early Years - Vancouver/Richmond</u>	SIGNED AND DELIVERED on the <u>24th</u> day of <u>October</u> , <u>2019</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature:  Print Name: <u>Michael Bote</u> Position: <u>Executive Director</u> Signature: _____ Print Name: _____ Position: _____
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 BRITISH COLUMBIA	Ministry of Children and Family Development	MODIFICATION AGREEMENT
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BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Children and Family Development

AND

CBI CONSULTANTS LTD.
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement KT13A25026, beginning April 01, 2019.
B. The parties have agreed to modify the Agreement effective April 01, 2020.

AGREEMENT

1. *Schedule A – Services* is amended as follows:

- a) The Total Amount of Agreement is increased by **\$1,343.88** from \$703,414.80 to **\$704,758.68**, as a result of the Sustainable Services Negotiating Mandate (SSNM).

2. *Schedule B – Payment* is amended as follows:


- a) The Aggregate Maximum is increased by **\$1,343.88** from \$703,414.80 to **\$704,758.68**.
b) Effective April 1, 2020, your monthly payment is **\$29,617.14**.
c) Annual baseline funding for fiscal year 2020/21 is increased by **\$682.80** (comprised of 2% General Wage Increase (GWI) \$10.20 and 0.25% Service Improvement Allocation (SIA) \$672.60 under SSNM) to **\$355,405.68**.

Additional Information

1. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 1st day of April, 2020.

SIGNED AND DELIVERED on the <u>24th</u> day of <u>October</u> , <u>2019</u> on behalf of the Province by its duly authorized representative Signature:  Print Name: <u>David Phillips</u> Position: <u>Director of Operations or Designate</u> Responsibility Centre: <u>CYSN/Early Years - Vancouver/Richmond</u>	SIGNED AND DELIVERED on the <u>24th</u> day of <u>October</u> , <u>2019</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature:  Print Name: <u>Michael Bote</u> Position: <u>Executive Director</u> Signature: _____ Print Name: _____ Position: _____
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 BRITISH COLUMBIA	Ministry of Children and Family Development	MODIFICATION AGREEMENT
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BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Children and Family Development

AND

CBI CONSULTANTS LTD.
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement KT13A25026, beginning April 01, 2019.
B. The parties have agreed to modify the Agreement effective April 01, 2020.

AGREEMENT

1. The *Term of the Agreement* is extended by twelve (12) months from March 31, 2021 to March 31, 2022.
2. The *Total Amount of Agreement* is increased by \$373,162.69 from \$704,758.68 to **\$1,077,921.37**.
3. *Schedule A – Services* is amended as follows:
 - a) To support recruitment and retention for Fiscal Year 2020/2021, a lump sum payment, as per *Schedule B – Payment* section (b), is due and payable.
4. *Schedule B – Payment* is amended as follows:
 - a) The Aggregate Maximum is increased by \$373,162.69 from \$704,758.68 to **\$1,077,921.37**.
 - b) A payment in the amount of \$11,599.45 will be paid upon execution of this Agreement as per section (a) of *Schedule A – Services*.
 - c) Effective April 1, 2021, your monthly recurring payment will be **\$30,130.27**.
 - d) Annual baseline funding for Fiscal Year 2021/22 is increased by \$6,157.56 (comprised of 2% General Wage Increase (GWI) \$5,473.32 and 0.25% Service Improvement Allocation \$ 684.24) from \$355,405.68 to **\$361,563.24**.
 - e) The Contractor agrees that the purpose of the funding provided under GWI is to increase wages and benefits for eligible staff. All funding increases related to GWI must be paid to eligible employees.

Modifications have been made to the following attachments:

- Schedule F
- Schedule I

Additional Information

1. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 1st day of April, 2020.

SIGNED AND DELIVERED on the <u>10th</u> day of <u>April</u> , <u>2021</u> on behalf of the Province by its duly authorized representative Signature:  Print Name: <u>David Phillips</u> Position: <u>Director of Operations or Designate</u> Responsibility Centre: _____	SIGNED AND DELIVERED on the <u>4th</u> day of <u>March</u> , <u>2021</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature:  Print Name: <u>Michael Bote</u> Position: <u>Executive Director</u> Signature: _____ Print Name: _____ Position: _____
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SCHEDULE F – INFORMATION MANAGEMENT (RECORDS PRIVACY AND SECURITY)

Purpose

The purpose of this Schedule is to:

- (a) enable the Province to comply with the Province's obligations with respect to:
 - (i) creation, maintenance, retention and final disposition of the Province's Records, and
 - (ii) protection of Personal Information collected or created under this Agreement and pursuant to FOIPPA.
- (b) ensure that, as a service provider, the Contractor is aware of, and complies with, the Contractor's information management and protection (records, privacy and security) obligations with respect to:
 - (i) the Province's Records, and
 - (ii) the Protected Information collected or created under this Agreement.

Applicability

This Schedule applies to the management of the Province's Records and to the management of Protected Information contained in the Province's Records.

The Contractor must manage the Province's Records in accordance with this Schedule and in accordance with MCFD Contractor's Information Management Guidelines, which provide directions and standards to assist the Contractor in complying with this Schedule.

Definitions

2. In this Schedule:

- (a) **"access"** means disclosure by the provision of access. For clarity, this includes the ability or opportunity of a person to view, study, or obtain a copy of records;
- (b) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (c) **"control"** (of a record) means the power or authority to manage the record throughout its life cycle, including restricting, regulating and administering its use and disclosure;
- (d) **"custody"** (of a record) means having physical possession of a record, regardless of the format (e.g. paper or electronic);
- (e) **"Device"** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (f) **"Facilities"** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;

- (g) **"FOIPPA"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (h) **"Least Privilege"** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (i) **"Need-to-Know"** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (j) **"Personal Information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province or the Contractor dealing with the same subject matter as the Agreement, but excluding any information that, if this Schedule did not apply to it, would not be under the control of a public body within the meaning of FOIPPA;
- (k) **"Personnel"** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor's obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (l) **"Policies"** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (m) **"Privacy Training"** means the Province's online privacy and information sharing training course;
- (n) **"Protected Information"** means any and all:
 - (i) "personal information" as defined in this Schedule;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and
 - (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as "Protected Information" under this Agreement;
- (o) **"Security Event Logs"** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (p) **"Systems"** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (q) **"Tenancy"** means those components of the Systems that:

- (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province's tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (r) **"Tenancy Security Event Logs"** means Security Event Logs that relate to Tenancy, including:
- (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

RECORDS MANAGEMENT

Records Retention and Disposition

3. The Contractor must return the Province's Records regardless of format to the Province within the following time frames:
 - (a) within 30 calendar days of expiry or termination of the Agreement;
 - (b) within 7 calendar days of the Contractor receiving a request for return from the Province;
 - (c) when closed records volume is identified by the Contractor as warranting the transfer and the Province has provided written approval; or
 - (d) immediately when a Contractor advises the Province that they are no longer providing services or when the Province is concerned about the management of the Province's Records following a breach of security or privacy, including an unauthorized disclosure.

PRIVACY PROTECTION

Collection of Personal Information

4. The Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect Personal Information directly from the individual the Personal Information is about.
6. Except as otherwise permitted by FOIPPA, the Contractor must tell an individual from whom the Contractor collects Personal Information:
 - (a) the purpose for collecting it,
 - (b) the legal authority for collecting it, and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of Personal Information.

Accuracy of Personal Information

7. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Contractor or the Province to make a decision that directly affects the individual the Personal Information is about.

Requests for access to Personal Information

8. If the Contractor receives a request for access to Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to Information Access Operations with the Ministry of Citizens' Services or successor.

Correction of Personal Information

9. Within 5 business days of receiving a written direction from the Province to correct or annotate any Personal Information, the Contractor must correct or annotate the information in accordance with the direction.
10. When issuing a written direction under section 9 of this Schedule, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 11 of this Schedule.
11. Within 5 business days of correcting or annotating any Personal Information under section 9 of this Schedule, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
12. If the Contractor receives a request for correction of Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and provide the Provincial official's name or title and contact information to the person making the request.

Protection of Personal Information

13. The Contractor must protect Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any security arrangements expressly set out in the Schedule.

Storage and access to Personal Information

14. Unless the Province otherwise directs in writing, the Contractor must not store Personal Information outside Canada or permit access to the Personal Information from outside Canada.

Retention of Personal Information

15. Unless the Agreement otherwise specifies, the Contractor must retain Personal Information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

16. Unless the Province otherwise directs in writing, the Contractor may only use Personal Information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of Personal Information

17. Unless the Province otherwise directs in writing, the Contractor may only disclose Personal Information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
18. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose Personal Information outside Canada.

PERSONNEL

Confidentiality agreements

19. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

20. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:
 - (a) verifying their identity and relevant education, professional qualifications and employment history;
 - (b) completing a criminal record check that is updated at least every five years;
 - (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
 - (d) performing any additional screening this Agreement or applicable law may require; and
 - (e) performing any additional background checks the Contractor considers appropriate,the Contractor is satisfied that the individual does not constitute an unreasonable security risk.
21. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
22. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

23. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

24. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

25. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Privacy Training

26. The Ministry will pay the direct costs of the Privacy Training, the Contractor, must ensure that:
- (a) all employees, agents, volunteers and Subcontractors who collect, create, or access Protected Information, complete Privacy Training;
 - (b) all employees, agents, volunteers and Subcontractors engaged subsequent to the signing of this Agreement who will collect, create or access Protected Information have completed the provincially required Privacy Training prior to accessing Protected Information; and,
 - (c) a log is maintained with the names of all employees, agents, volunteers and Subcontractors who collect, create, or access Protected Information which indicates the status of their completion of the Privacy Training including date of completion. The Contractor must make this log available to the Province upon request.

Compliance, Audit and Review

27. The Contractor must, in relation to the Province's Records, comply with:
- (a) the requirements of FOIPPA applicable to the Contractor as a service provider, including any applicable order of the commissioner under FOIPPA, and
 - (b) any direction given by the Province under this Schedule.
28. The Contractor acknowledges that it is familiar with the requirements of FOIPPA governing Personal Information that are applicable to it as a service provider.

Inspection of personal information

29. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect, and at the Province's discretion, copy, any of the Province's Records, or any of the Contractor's information management policies or practices or Records relevant to the Contractor's management of the Province's Records or the Contractor's compliance with this Schedule. The Contractor must permit and provide reasonable assistance to any such inspection.
30. If the Province conducts a review of a matter described in section 90 of this Schedule (whether or not the matter came to the attention of the Province as a result of a notification under section 90 of this Schedule), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Information security Policy

31. The Contractor must have an information security Policy that is:

- (a) based on recognized industry standards; and
- (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

32. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:

- (a) "Information Security Policy";
- (b) government wide IM/IT Standards; and
- (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

33. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

34. The Contractor must:

- (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
- (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

35. The Contractor must ensure that:

- (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
- (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
- (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

36. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.

37. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

38. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

39. The Contractor must ensure that:
- (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
 - (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

40. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

41. For sections 39 and 40, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

42. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

43. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

44. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
45. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
46. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.

47. The Contractor must implement a formal user registration process for Personnel that includes:
- (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.
48. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
49. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
50. The Contractor must ensure that all Systems and Devices:
- (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

51. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
52. The Contractor must ensure that Systems for password-based authentication:
- (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

53. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
- (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;
 - (c) request based access; and
 - (d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

54. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
55. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
56. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
- (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,
- to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
57. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
58. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

59. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:

- (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
- (b) "Information Security Policy";
- (c) government wide IM/IT Standards; and
- (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

60. The Province has the rights to:

- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
- (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
- (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
- (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

61. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

- 62. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
- 63. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
- 64. The Contractor must review physical access logs at least once monthly.
- 65. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;

- (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
- (d) Access Control Systems (ACS) and/or Key Management processes; and
- (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

- 66. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).
- 67. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

- 68. The Contractor must:
 - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and
 - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

- 69. The Contractor must:
 - (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
 - (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
 - (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

- 70. The Contractor must implement application layer firewalls on Systems:

- (a) at such level of protection as the Province may instruct; and
- (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

71. The Contractor must ensure that for any Systems:

- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;
- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

72. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

73. The Contractor must ensure that for any Systems:

- (a) database maintenance utilities that bypass controls are restricted and monitored;
- (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
- (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).

74. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

75. The Contractor must ensure all Devices:

- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
- (b) are configured to perform antivirus scans at least once per week;
- (c) have host-based firewall configured, enabled and active at all times; and
- (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

76. The Contractor must:
- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
 - (b) implement processes to stay current with security threats.

Patching

77. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
78. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
79. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
80. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

81. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
- (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

82. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
- (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

83. The Contractor must ensure that all Systems servers:
- (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and

- (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

- 84. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

- 85. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
- 86. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

- 87. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
- 88. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
- 89. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

- 90. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law, including as contemplated by section 30.2 of the Act, or this Agreement, if the Contractor is or has been required (including, but not limited to, under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

- 91. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

92. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
 - (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

93. The Contractor must:
- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
 - (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
 - (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
 - (d) maintain a chain of custody in all such security investigations it undertakes.
94. Upon the Province's request, the Contractor must:
- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
 - (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).
95. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

96. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical

information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

97. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

98. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
99. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement
100. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

101. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

102. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
103. Any reference to the "Contractor" in this Schedule includes any Subcontractor, agent, or volunteer retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such Subcontractors, agents, and volunteers comply with this Schedule.
104. If a direction or provision of the Agreement or any Schedule conflicts with a requirement of FOIPPA or an applicable order of the commissioner under FOIPPA, the conflicting provision of the Agreement or Schedule will be inoperative to the extent of the conflict.
105. If there is a conflict between a documented process required by this Schedule to be created or maintained by the Contractor and this Schedule, the provision of this Schedule will prevail to the extent of the conflict.

106. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 107 of this Schedule, the law of any jurisdiction outside Canada.
107. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with FOIPPA.
108. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.

Referenced documents

109. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

110. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

SCHEDULE I – REPORTING REQUIREMENTS

Delivery of Reports

- 1.1 Any report submitted to the Province by the Contractor pursuant to this Schedule must be submitted by a date and in a format to be determined by the Province in its sole discretion.

Service Delivery Reports

- 1.2 In addition to any other reporting obligations that the Contractor may have under this Agreement, the Province may request at any time and the Contractor must respond with reports relating to the delivery of Services under the Agreement. Such reports may include, but may not be limited to, information about the Contractor's progress delivering the Services, its work done, key performance indicators, timelines, and more.

The Contractor will submit to the Province reports, in form and content acceptable to the Province, relating to the Services. The required reports include, but are not limited to, the following:

- a) The referring MCFD worker will receive a copy of the initial Life Style Development report, 6-month progress report(s) and a discharge summary.
- b) The Contractor will submit quarterly reports on service outputs to MCFD.
- c) Other information as may be requested by the Province.

The reports referred to in this section will be submitted within 30 days of the end of the period specified.

Financial Reports

- 1.3 In addition to the financial statements required by and referred to in this Agreement's provisions concerning Audits and Services Evaluations (as described in the Agreement), any financial reports further required under section 1.4 of this Schedule must include information reporting on, at a minimum, the outputs, deliverables, and Output Indicators described in Schedule A.

- 1.4 The following additional financial reports are required:

i.

Name	Description
Semi-annual Service Cost Report	Report that outlines the semi-annual costs associated with a service.
Annual Service Cost Report	Report that outlines the annual costs associated with a service.

The reports referred to in this section will be submitted within 30 days of the end of the period specified.

Additional Reports

- 1.5 The Province may at any time submit to the Contractor a request for additional reports.
- 1.6 If the Province submits to the Contractor a request for additional reports, then the Contractor must provide to the Province any such reports that the Province, in its sole discretion, determines that it requires to

support its goals; for example, for supporting contracted sector wage increases. These reports may include but need not be limited to the following in relation to the Contractor's employees:

- a) Position titles;
- b) Job classifications (e.g. grid, level, steps, etc.);
- c) Wages' rates and benefits; and
- d) Any other data, as required in the Province's sole discretion

SERVICE AGREEMENT



MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT



Ministry of
Children and Family
Development

MINISTRY SERVICE AGREEMENT:
KT13A25026

Agreement Name: Behaviour Consultation -
Vancouver/Richmond

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by
The Minister of Children and Family Development
(the "Province", "we", "us", or "our" as applicable) at the following
address:

150 - 5840 Cedarbridge Way
Richmond, British Columbia
Canada V6X 2A7
Fax Number: (604)278-4972
Email: David.Phillips@gov.bc.ca

AND

CBI CONSULTANTS LTD.
(Legal Name)

(the "Contractor", "you", or "your" as applicable) at the following
address:

204-3970 HASTINGS ST
BURNABY, BC
V5C 6C1
Fax Number: (604)320-1961
Email: Mike@cbiconsultants.com

The term for the Service Agreement begins on:

01/04/2019
(Day/Month/Year)

and ends on

31/03/2021
(Day/Month/Year)

THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THE SERVICE AGREEMENT LOCATED ON THE
MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT'S WEBSITE, VERSION 1.2 DATED JANUARY 13, 2015,
AND AGREE TO BE BOUND BY THE SCHEDULES LISTED BELOW AND ATTACHED TO THIS AGREEMENT:

- SCHEDULE A - SERVICES
- SCHEDULE B - PAYMENT
- SCHEDULE C - APPROVED SUBCONTRACTOR(S)
- SCHEDULE D - INSURANCE
- SCHEDULE E - AUTHORIZED PERSON
- SCHEDULE F - INFORMATION MANAGEMENT (RECORDS, PRIVACY AND SECURITY)
- SCHEDULE G - ASSETS
- SCHEDULE H - ADDITIONAL TERMS
- SCHEDULE I - REPORTING REQUIREMENTS

(collectively, the "Agreement")

SIGNED AND DELIVERED on the 2nd day of
April, 2019 on behalf of the Province by its
duly authorized representative

Signature:

Print Name: David Phillips

Position: Regional Director of Operations or
Designate

Responsibility
Centre: CSM - RICHMOND E.Y. & CYSN

SIGNED AND DELIVERED on the 1st day of
APRIL, 2019 by or on behalf of the Contractor (or by its
authorized signatory or signatories if the Contractor is a corporation)

Signature:

Print Name: Michael Bote

Position: Executive Director

Signature:

Print Name:

Position:

**Contractor: By signing above you agree that you have read, understand, and agree to be
bound by, the Terms and Conditions and the Schedules for the Service Agreement**

SUMMARY

Term 01/04/2019 to 31/03/2021

Total Amount of Agreement (not including any applicable taxes)

\$702,753.72

Allocation by Programs and Services

Programs		
CYSN Professional Support		
Intervention - Therapeutic Intervention/Treatment		\$702,753.72
	Sub-Total	\$702,753.72
	Total	\$702,753.72

Allocation by Community

Communities Served	
Vancouver North	\$448,587.80
Richmond (38)	\$132,082.02
Vancouver South	\$122,083.90
	Total
	\$702,753.72

Allocation by Business Area

Core Business Area	Business Area - Sub Business Area	
ECD, Child Care and Children and Youth with Special Needs		
	Children and Youth with Special Needs	\$702,753.72
	Sub-Total	\$702,753.72
	Total	\$702,753.72

SCHEDULE A - SERVICES

General

A. Allocation Summary

1. Annual Funding and Service Summary

Communities Served	Direct Service FTEs	Service Units	Consultation Hours	Other Annual Outputs	FY19/20 Annual Baseline Funding	FY20/21 Annual Baseline Funding
Richmond	0.47	725.5	616.5	12 families	\$65,536.38	\$66,545.64
Vancouver	2.00	3,045	2,625	60 families	\$283,155.54	\$287,516.16
Total	2.47	3,770.5	3,241.5	72 families	\$348,691.92	\$354,061.80

2. Outputs

Consultation hours are defined as all direct and indirect activities related to a behaviour consultation.

Service Units are defined as all consultation hours plus additional hours for travel, supervision and administrative tasks.

B. Programs and Services

Behavioural Support is provided by trained professionals for specific children, with direct involvement with their families, caregivers, and other relevant professional or community members. This includes determining behavioural change goals, developing plans, and the systematic use of positive behaviour support.

This program was historically for children and youth with Autism Spectrum Disorder (ASD), but has expanded to include other children and youth with challenging behaviours.

Desired Outcomes

Through the delivery of the Service Agreement the Province wishes to realize and the Contractor will use its best efforts to achieve the following desired outcomes:

- The rights and best interests of children are reflected in the way supports and services are delivered to children and families.
- Families, children and youth have a lead role in the planning for goals, supports and services that meet their needs and interests.
- The needs, including health and safety, of children and families are met through flexible, diverse, and timely supports and services.
- Children and their families experience full inclusion as citizens in their communities.
- Children and families are served in a manner that reflects ethnic and cultural beliefs and values.
- Aboriginal children and families are served in a manner that is in accordance with aboriginal values and traditions.
- Individuals will have a comprehensive behavioural assessment and support plan.
- Key players will be trained and skilled to implement the behaviour support plan recommendations in a coordinated manner across environments.
- To increase the knowledge and awareness of family members to understand child/family-centred approach as an essential feature to the functional assessment process.
- To increase families' understanding of the relationship between communication and challenging behaviour.
- To increase adaptive behaviours as identified within an individual support plan.
- To achieve specific child/family goals that focus on lifestyle activities and quality of life including community presence, community participation, choices, competencies and respect.

The parties acknowledge that the Contractor does not warrant that the desired outcomes will be achieved.

Service Deliverables

General

The Contractor will provide all necessary components for delivery of the programs delineated below, including sufficient qualified program staff, administrative support, premises, materials and equipment.

The Province will appoint a Ministry contract supervisor for the Contractor's services funded under this Service Agreement. The parties agree to conduct contract reviews during the Funding Period to review the Service Deliverables and any other issues of mutual concern, including the following:

- statements and reports required
- program elements, including hours of operation;
- access and admission criteria;
- intake and referral processes;
- frequency, content and format of progress reports;
- wait list management;
- exceptions to normal practice;
- critical incident reporting procedures;
- issue management;
- program liaison.

Program Overview

The Contractor undertakes to effectively support the development of each Child through:

- activities that recognize the Child's capacity and are designed to enhance the Child's independence with respect to daily living activities and achievement of personal goals; and
- providing assistance in making effective choices concerning the development and maintenance of friendships and relationships.

The Contractor will take appropriate action to accomplish the objectives set for each Child being supported as they are decided upon by the Child and their family, involving support staff, the Province and the Contractor at the time of the execution of this Service Agreement.

The Contractor will adapt the services for each Child, as required, in relation to the Child's changing support needs.

The Contractor will ensure that the Child and their family are involved in all planning and decision-making on matters affecting him/her.

The Contractor will support all Children to access natural community support systems rather than disability specific services, whenever possible.

The Contractor will support the Children and their family with access to information and training regarding the various available options that can assist them with community access and full community participation.

Where applicable, the Contractor will provide a safe motor vehicle in accordance with the provisions of the Motor Vehicle Act and Regulations thereto or otherwise arrange for the transportation of any Child supported by the Contractor.

The Contractor will co-operate with any plan established by the Province, a Child and/or her/his family, for support changes.

It is agreed that the Province will not refer any Child to the Contractor on any basis other than provided for in this Service Agreement except by mutual agreement.

Service Deliverables

The Contractor will provide or deliver Behavioural Support Services.

In the Catalogue of Services, *Intervention* is defined as activities provided to maintain or prompt a planned change in the behaviour, condition or functioning of children, youth and/or families/caregivers while *Therapeutic Intervention* involves structured, planned and empirically supported therapy/treatment.

Target Population

Children aged 6-18 who have special needs as per the CYSN eligibility criteria established by MCFD as defined in the Children and Youth with Special Needs Policy. Referrals for children under the age of 6 will be considered on a case by case basis.

Services will be provided to families residing in Vancouver and Richmond, except as approved by the Ministry CYSN liaison.

Service Description

The Contractor will delineate the role of CBI Consultants, families and CYSN workers: the goal is to build capacity and skills within family and support persons to carry out behavioural strategies or plans without professional guidance.

The Contractor will follow the Lifestyle Developmental Process which merges the principles and procedures of person-centred planning with state of the art technical interventions in the areas of communication, instruction and positive behavioural support to create multi-element, lifestyle-driven support plans.

Assessment

The Contractor will conduct a functional assessment for each child and develop a set of recommendations or plans to achieve priority goals and concerns.

Each family will receive a detailed report outlining the summary of assessment results and goals identified.

The initial report will include strength-based assessment to assist in developing a program to address the priority behaviours identified by the parent or guardian of the child. The assessment phase takes an average of 30-40 hours to complete. MCFD is committed to provide social history information to the Contractor for more efficient and effective service planning.

Program Implementation

The Contractor will develop a comprehensive multi-element positive behaviour support plan that is responsive to the unique demands of each child and setting, and is continually guided by functional assessment data. The family profile and assessments of the behavioural priorities identified will determine the number of hours required to complete the consultation.

Projected hours for the implementation of each behaviour support plan will be reviewed and mutually agreed with the CYSN worker. Consultations with an initial projection of more than 160 hours must be approved by the MCFD Team Leader.

The Contractor will implement the support plan based on distinct phases of involvement, as outlined in the initial assessment report.

The Contractor will support and train family and all relevant key team members to learn specific intervention strategies.

The Contractor will monitor support plans and modify or adapt intervention strategies as necessary.

The Contractor will provide follow-up services until the team supporting the child and family are self-sufficient with the implementation of support strategies.

The Contractor will also direct the families to resources in the community that may assist clients in the determined goals.

The number of hours of service each family receives will depend on the priorities identified by the family and as assessed by the consultant assigned. Currently the service length for each family is around 18 months. The hours of service will be reduced for a gradual exit from the program before discharge.

Discharge

The Contractor will develop a comprehensive training manual describing all essential elements of the behavioural intervention plan and transfer responsibility to a key trainer who may be a parent, a family member or a caregiver...

On discharge, a meeting will be held with the family and CYSN referring social worker.

Inputs

Service Delivery Model

Vancouver

2.00 FTE Behaviour Consultants

0.27 FTE Supervisor

0.05 FTE Clinical Director

Richmond

0.47 FTE Behaviour Consultants

0.05 FTE Supervisor

0.015 FTE Clinical Director

Preferred Qualifications of Staff

Behaviour Consultants: Will meet the RASP Requirements for Category B Behavior Consultants (Supervised), including having at least BA plus CBI's extensive in-house training program where they have passed knowledge criterion and demonstration criterion showing that they can independently conduct functional behaviour assessments and implement strategies with fidelity to the published research.

Supervision will be provided as required in keeping with professional standards.

Referral, Intake and Waitlist Management

Referrals will be initiated through a Ministry CYSN liaison. The Ministry will determine each family's priority for service and be responsible for managing the waitlist for services.

The contractor will meet with the CYSN liaison every three (3) months to review new referrals, the number of families receiving services and the progress of each family.

Location and Hours of Service

Services are primarily provided in the home but may include observation, training and education in community settings.

Services will be provided Monday to Friday between 9:00 a.m. and 5:00 p.m. Depending on staff availability and the needs of the family, services may also be provided in the evening and on weekends. On-line training and education will be available for all families referred for consultation.

Relevant Legislation, Policies, Standards and Guidelines

Without limiting sections 3 and 8 of the current version of the Terms and Conditions of the Service Agreement on the MCFD website, you must comply with the following Acts, regulations and MCFD policies and standards in providing the services described in this schedule:

Ministry of Children and Family Development Children and Youth with Special Needs Policy (2017). Any future revisions of the *CYSN Policy* will replace it and form the basis of service delivery upon the Ministry's approval of the revised Program Guidelines;

PROGRAMS

CYSN Professional Support

TARGET POPULATION:	Children and families where a child is eligible to receive CYSN Family Support Services and the child and/or family would benefit from specialized services provided by a qualified practitioner, such as assessment, training, consultation, planning or other supports.
OUTCOME:	Children and their families experience improved capacity to function in their community.

Behaviour Consultation - Richmond (CYSN Professional Support)

SERVICE: INTERVENTION - THERAPEUTIC	Total Amount	\$132,082.02
INTERVENTION/TREATMENT		
Definitions	Structured, planned and empirically supported therapy/treatment.	
Project Code	18CN294	
Input	Degreed Staff	
Output Indicators	# Hours	Quantity
Reporting Frequency	Quarterly	
Core Business Area	ECD, Child Care and Children and Youth with Special Needs	
Business Area	Children and Youth with Special Needs	
Communities Served		
Richmond (38)	Recipient(s) Family	Amount \$132,082.02

BUSINESS AREA OUTCOMES

- Children and youth with special needs experience optimal growth and development.
- Children and youth with special needs are healthy and safe in their families and communities.
- Children and youth with special needs actively participate in their home and community.
- Parents and families of children and youth with special needs have the knowledge, skills and supports they need to advance their child or youth's growth, development and functioning.
- Communities support the development and growth of children and youth with special needs.

CYSN Professional Support

TARGET POPULATION:	Children and families where a child is eligible to receive CYSN Family Support Services and the child and/or family would benefit from specialized services provided by a qualified practitioner, such as assessment, training, consultation, planning or other supports.
OUTCOME:	Children and their families experience improved capacity to function in their community.

Behaviour Consultation - Vancouver (CYSN Professional Support)

SERVICE: INTERVENTION - THERAPEUTIC		Total Amount	\$570,671.70
INTERVENTION/TREATMENT			
Definitions	Structured, planned and empirically supported therapy/treatment.		
Project Code	18CN294		
Input	Degreed Staff		
Output Indicators	# Hours	Quantity	
Reporting Frequency	Quarterly		
Core Business Area	ECD, Child Care and Children and Youth with Special Needs		
Business Area	Children and Youth with Special Needs		
Communities Served			
Vancouver North	Recipient(s)	Family	Amount \$448,587.80
Vancouver South	Recipient(s)	Family	Amount \$122,083.90

BUSINESS AREA OUTCOMES

- Children and youth with special needs experience optimal growth and development.
- Children and youth with special needs are healthy and safe in their families and communities.
- Children and youth with special needs actively participate in their home and community.
- Parents and families of children and youth with special needs have the knowledge, skills and supports they need to advance their child or youth's growth, development and functioning.
- Communities support the development and growth of children and youth with special needs.

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

- 1.1 Subject to the provisions of the Agreement, we will pay you an amount not exceeding \$702,753.72 (not including any applicable taxes), in the aggregate, for providing the Services set out in Schedule A, during the term of this Agreement.
- 1.2 In addition, we will pay you any applicable taxes payable by the Province under law or agreement with the relevant taxation authority in relation to amounts payable under this schedule.

Payments

2.1 Monthly Recurring

We will pay you on or about the 15th day of the month commencing on the 1st day of April, 2019 as provided in the following payment schedule:

From	To	Amount	Total
April 1, 2019	April 30, 2019	\$29,281.75	\$29,281.75
May 1, 2019	March 31, 2021	\$29,281.39	\$673,471.97
			\$702,753.72

Additional Costs

ADDITIONAL COSTS DESCRIPTION

Effective April 1, 2019, your monthly payment will be **\$29,057.66**. Annual baseline funding for fiscal year 2019/20 is increased by \$5,288.52 (comprised of 2% General Wage Increase (GWI) \$5,288.52 under Sustainable Services Negotiating Mandate (SSM)), from \$343,403.40 at end of fiscal year 2018/19 to **\$348,691.92**.

Effective April 1, 2020, your monthly payment will be **\$29,505.15**. Annual baseline funding for fiscal year 2020/21 is increased by \$5,369.88 (comprised of 2% GWI \$5,369.88 under SSM), from \$348,691.92 at the end of fiscal year 2019/20 to **\$354,061.80**.

The Contractor agrees that the purpose of the funding provided under SSM is to increase wages and benefits for eligible staff. All funding increases related to SSM must be directed to eligible employees.

The following payment table replaces the table under 2.1 Monthly Recurring above:

From	To	Monthly Amount	Total
April 1, 2019	March 31, 2020	\$29,057.66	\$348,691.92
April 1, 2020	March 31, 2021	\$29,505.15	\$354,061.80
	Total		\$702,753.72

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

Subcontractors

- 1.1 The following persons, groups of persons, or organizations, are specified as Subcontractors under section 12 of the Service Agreement:

None

SCHEDULE D – INSURANCE

1. On behalf of the Contractor, the Province will purchase and maintain commercial general liability insurance in the amount of \$2,000,000 inclusive per occurrence insuring against third party bodily injury, third party property damage, and personal and advertising injury, where any of them arise out of the performance of the Services by the Contractor and/or by approved subcontractors who have entered into a written agreement to perform the Services.
2. The Contractor is responsible for and will pay any deductible under the insurance policy.
3. The Province will obligate the managing broker to provide the Contractor with a Certificate of Insurance and a copy of the insurance policy wording.
4. The Province will take reasonable steps to ensure the coverage specified in section 1 is continuous for the duration of this Agreement. The Province will not be responsible for providing coverage in the event the insurance is cancelled or reduced by the insurer.
5. The Province does not represent or warrant that the insurance covers any and all losses. The Contractor is responsible for ascertaining the exact nature and extent of coverage of the insurance policy as well as the terms and conditions of the insurance policy. No term or condition of this Agreement amends, extends or alters the coverage afforded by the insurance policy.
6. Where the Contractor uses a vehicle to perform the Services the Contractor shall maintain Automobile Liability insurance on all vehicles owned, operated or licensed by the Contractor in an amount not less than \$2,000,000 per occurrence, and where applicable the Contractor may show evidence of this insurance using an ICBC Confirmation of Insurance Coverage (APV-47) form.
7. The Contractor will provide, maintain, and pay for, any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in sections 1 and 6.

SCHEDULE E – AUTHORIZED PERSONS

Authorized Persons

- 1.1 The Contractor designates any of the following persons, (identified by name and/or position) to act for you in relation to this Service Agreement:
- 1.2 The Ministry designates any of the following persons (identify by name and/or position) to act for us in relation to this Service Agreement:

Conflict Resolution Officials

- 1.1 The designated “Officials” of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director of Operations or Designate	Executive Director
Stage Two:	Director of Operations	Executive Director
Stage Three:	Executive Director of Service	Executive Director

SCHEDULE F – INFORMATION MANAGEMENT (RECORDS, PRIVACY AND SECURITY)

Purpose

The purpose of this Schedule is to:

- (a) enable the Province to comply with the Province's obligations with respect to:
 - (i) creation, maintenance, retention and final disposition of the Province's Records, and
 - (ii) protection of Personal Information collected under this Agreement and pursuant to *FOIPPA*.
- (b) ensure that, as a service provider, the Contractor is aware of, and complies with, the Contractor's information management and protection (records, privacy and security) obligations with respect to:
 - (i) the Province's Records, and
 - (ii) the Personal Information collected or created under this Agreement.

Applicability

This Schedule applies to the management of the Province's Records and to the management of Personal Information contained in the Province's Records.

The Contractor must manage the Province's Records in accordance with this Schedule and in accordance with MCFD Contractor's Information Management Guidelines, which provide directions and standards to assist the Contractor in complying with this Schedule.

Definitions

1. In this Schedule:
 - a) "access" means the ability or opportunity of a person to view, study, or obtain a copy of records;
 - b) "*FOIPPA*" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - d) "control" (of a record) means the power or authority to manage the record throughout its life cycle, including restricting, regulating and administering its use and disclosure;
 - e) "custody" (of a record) means having physical possession of a record, regardless of the format (e.g., paper or electronic);
 - f) "Personal Information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province or the Contractor dealing with the same subject matter as the Agreement, but excluding any information that, if this Schedule did not apply to it, would not be under the control of a public body as interpreted under the *FOIPPA*;
 - g) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include the Contractor or a subcontractor of an individual, or an employee or volunteer of the Contractor or of a subcontractor;
 - h) "Privacy Training" means the Province's online privacy and information sharing training course.

RECORDS MANAGEMENT

Records Retention and Disposition

2. The Contractor must return the Province's Records regardless of format to the Province within the following time frames:
 - (a) within 30 calendar days of expiry or termination of the Agreement;
 - (b) within 7 calendar days of the Contractor receiving a request for return from the Province;
 - (c) when closed records volume is identified by the Contractor as warranting the transfer and the Province has provided written approval; or
 - (d) immediately when a Contractor advises the Province that they are no longer providing services or when the Province is concerned about the management of the Province's Records following a breach of security or privacy, including an unauthorized disclosure.

PRIVACY PROTECTION

Collection of Personal Information

3. The Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect Personal Information directly from the individual the Personal Information is about.
5. Except as otherwise permitted by FOIPPA, the Contractor must tell an individual from whom the Contractor collects Personal Information:
 - (a) the purpose for collecting it,
 - (b) the legal authority for collecting it, and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of Personal Information.

Accuracy of Personal Information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Contractor or the Province to make a decision that directly affects the individual the Personal Information is about.

Requests for access to Personal Information

7. If the Contractor receives a request for access to Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to Information Access Operations with the Ministry of Technology, Innovation and Citizens' Services or successor.

Correction of Personal Information

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any Personal Information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8 of this Schedule, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10 of this Schedule.
10. Within 5 business days of correcting or annotating any Personal Information under section 8 of this Schedule, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and provide the Provincial official's name or title and contact information to the person making the request.

Protection of Personal Information

12. The Contractor must protect Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any security arrangements expressly set out in the Security section of this Schedule.

Storage and access to Personal Information

13. Unless the Province otherwise directs in writing, the Contractor must not store Personal Information outside Canada or permit access to the Personal Information from outside Canada.

Retention of Personal Information

14. Unless the Agreement otherwise specifies, the Contractor must retain Personal Information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

15. Unless the Province otherwise directs in writing, the Contractor may only use Personal Information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of Personal Information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose Personal Information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose Personal Information outside Canada.

SECURITY

Services Worker confidentiality agreements

18. The contractor must immediately provide notice to the contract manager of any suspected information incident that threatens privacy or information security.
19. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Personal Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Personal Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

20. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to collect or have access to Personal Information, or otherwise be involved in providing the Services if, after having subjected the Services Worker to personnel security screening requirements as outlined in Appendix F1 to this Schedule, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk.

Services Worker activity logging

21. The Contractor must create and maintain detailed Contractor's Records logging the activities of all Service Workers in relation to:
 - (a) their access to Personal Information; and
 - (b) any other matters specified by the Province in writing for the purposes of this section.

Facilities and Equipment protection and access

22. The Contractor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and,

- (b) limit access to Facilities and Equipment of the Contractor:
 - i. being used by the Contractor to provide the Services; or
 - ii. that may be used by someone to access information,
 to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
- 23. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Integrity of Information

- 24. The Contractor must create, maintain and follow a documented process for maintaining the integrity of information while in the custody of or accessed by the Contractor.
- 25. For the purposes of section 24 of this Schedule, maintaining the integrity of information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the information has:
 - (a) remained as complete as when it was acquired or accessed by the Contractor; and
 - (b) not been altered in any material respect.

Documentation of changes to processes

- 26. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 21 and 22 of this Schedule.

Secure Storage

- 27. The Contractor must securely store the Province's Records in the Contractor's custody.

GENERAL

Privacy Training

- 28. The Ministry will pay the direct costs of the Privacy Training, the Contractor, must ensure that:
 - (a) all existing employees, agents, volunteers and sub-contractors who collect, create, or access Personal Information, complete Privacy Training within 3 months of this Agreement coming into force if they have not already done so;
 - (b) all new employees, agents, volunteers and sub-contractors engaged subsequent to the signing of this Agreement who will collect, create or access Personal Information have completed the provincially required Privacy Training prior to accessing Personal Information; and,
 - (c) a log is maintained with the names of all employees, agents, volunteers and sub-contractors who collect, create, or access Personal Information which indicates the status of their completion of the Privacy Training including date of completion. The Contractor must make this log available to the Province upon request.

Notice

- 29. The Contractor must immediately provide notice to the Province of
 - (d) a possible or confirmed foreign demand or request for disclosure, including the information required by section 30.2(3) of FOIPPA or
 - (e) anticipated or actual non-compliance with this Schedule, unauthorized access, collection, use, disclosure, storage, alteration or disposal of information or Records containing information; or
 - (f) unauthorized access to Facilities or Equipment.

In this provision, "foreign demand for disclosure" and "unauthorized disclosure of personal information" bear the same meanings as in section 30.2 of FOIPPA.

30. The Contractor must immediately provide notice to the Province of any non-compliance, or anticipated inability to comply, with a provision in this Schedule in any respect.

Compliance, Audit and Review

31. The Contractor must, in relation to the Province's Records, comply with:
- (a) the requirements of *FOIPPA* applicable to the Contractor as a service provider, including any applicable order of the commissioner under *FOIPPA*, and
 - (b) any direction given by the Province under this Schedule.
32. The Contractor acknowledges that it is familiar with the requirements of *FOIPPA* governing Personal Information that are applicable to it as a service provider.
33. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect, and at the Province's discretion, copy, any of the Province's Records, or any of the Contractor's information management policies or practices or Records relevant to the Contractor's management of the Province's Records or the Contractor's compliance with this Schedule. The Contractor must permit and provide reasonable assistance to any such inspection.
34. If the Province conducts a review of a matter described in section 29 or 30 of this Schedule (whether or not the matter came to the attention of the Province as a result of a notification under section 29 or 30 of this Schedule), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Interpretation

35. Any reference to the "Contractor" in this Schedule includes any subcontractor, agent, or volunteer retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors, agents, and volunteers comply with this Schedule.
36. If a direction or provision of the Agreement or any Schedule conflicts with a requirement of *FOIPPA* or an applicable order of the commissioner under *FOIPPA*, the conflicting provision of the Agreement or Schedule will be inoperative to the extent of the conflict.
- (a) If there is a conflict between a documented process required by this Schedule to be created or maintained by the Contractor and this Schedule, the provision of this Schedule will prevail to the extent of the conflict.
37. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
38. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 39 of this Schedule, the law of any jurisdiction outside Canada.
39. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with *FOIPPA*.

SCHEDULE F – Appendix F1 – Security screening requirements

The personnel security screening requirements set out in this Appendix F1 are for the purpose of assisting the Contractor to determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of “primary identification” of the Services Worker and at least one piece of “secondary identification” of the Services Worker, as described in the table following this section. The Contractor must record which primary and secondary identification the Contractor examined, but must not copy or record any information from these identifications. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
Issued by ICBC: <ul style="list-style-type: none">• B.C. driver’s licence or learner’s licence (must have photo)• B.C. Identification (BCID) card Issued by provincial or territorial government: <ul style="list-style-type: none">• Canadian birth certificate Issued by Government of Canada: <ul style="list-style-type: none">• Canadian Citizenship Card• Permanent Resident Card• Canadian Record of Landing/Canadian Immigration Identification Record	<ul style="list-style-type: none">• School ID card (student card)• Bank card (only if holder’s name is on card)• Credit card (only if holder’s name is on card)• Passport• Foreign birth certificate (a baptismal certificate is not acceptable)• Canadian or U.S. driver’s licence• Naturalization certificate• Canadian Forces identification• Police identification• Foreign Affairs Canada or consular identification• Vehicle registration (only if owner’s signature is shown)• Picture employee ID card• Firearms Acquisition Certificate• Social Insurance Card (only if has signature strip)• B.C. CareCard• Native Status Card• Parole Certificate ID• Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

SCHEDULE G – ASSETS

Property

- 1.1 The following property to be acquired by you with funds to be paid by us under this Service Agreement is specified in this Service Agreement as property to be owned by us:

None

- 1.2 The following property provided by us to you or a subcontractor for the purposes of this Service Agreement is to be owned by you or subcontractor as indicated:

None

SCHEDULE H – ADDITIONAL TERMS

SCHEDULE I – REPORTING REQUIREMENTS

Service Delivery Reports

- 1.1 The reports referred to in this section will be submitted within 30 days of the end of the period specified in form and content as determined by the Province.

The Contractor will submit to the Province reports, in form and content acceptable to the Province, relating to the Services. The required reports include, but are not limited to, the following:

- a) The referring MCFD worker will receive a copy of the initial Life Style Development report, 6-month progress report(s) and a discharge summary.
- b) The Contractor will submit quarterly reports on service outputs to MCFD.
- c) Other information as may be requested by the Province.

Financial Reports

- 1.2 In addition to the financial statements requirements referred to in the Audit and Service Evaluation section of the Agreement, any financial reports should relate to service outputs at a minimum. The following additional financial reports are required:

i.

Name	Description
Annual Service Cost Report	Report that outlines the annual costs associated with a service.
Semi-annual Service Cost Report	Report that outlines the semi-annual costs associated with a service.

Additional Reports

- 1.3 Other information as requested by the Province.



Ministry of
Children and Family
Development

MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Children and Family Development

AND

CBI CONSULTANTS LTD.
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement KT13A25035, beginning April 01, 2019.
B. The parties have agreed to modify the Agreement effective April 01, 2020.

AGREEMENT

1. The *Term of the Agreement* is extended by twenty-four (24) months from March 31, 2021 to March 31, 2023.
2. The *Total Amount of Agreement* is increased by \$385,983.94 from \$370,240.44 to **\$756,224.38**.
3. *Schedule A – Services* is amended as follows:
 - a) To support recruitment and retention for Fiscal Year 2020/2021, a lump sum payment, as per *Schedule B – Payment* section (b), is due and payable.
4. *Schedule B – Payment* is amended as follows:
 - a) The Aggregate Maximum is increased by \$385,983.94 from \$370,240.44 to **\$756,224.38**.
 - b) A payment in the amount of \$6,093.70 will be paid upon execution of this Agreement as per section (a) of *Schedule A – Services*.
 - c) Effective April 1, 2021, your monthly recurring payment will be **\$15,828.76**.
 - d) Annual baseline funding for Fiscal Year 2021/22 is increased by \$3,234.96 (comprised of 2% General Wage Increase (GWI) \$2,875.44 and 0.25% Service Improvement Allocation (SIA) \$359.52) from \$186,710.16 to **\$189,945.12**.
 - e) Effective April 1, 2022, your monthly recurring payment will be **\$15,828.76**.
 - f) Annual baseline funding for Fiscal Year 2022/23 remains **\$189,945.12**.
 - g) The Contractor agrees that the purpose of the funding provided under GWI is to increase wages and benefits for eligible staff. All funding increases related to GWI must be paid to eligible employees.

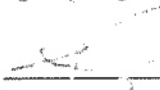
Modifications have been made to the following attachments:

- Schedule F
- Schedule I

Additional Information

1. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 1st day of April, 2020.

SIGNED AND DELIVERED on the <u>4</u> day of <u>March</u> , <u>2021</u> on behalf of the Province by its duly authorized representative Signature: <u></u> Print Name: <u>Michelle Godin</u> Position: <u>Director</u> Responsibility: _____ Centre: _____	SIGNED AND DELIVERED on the <u>2nd</u> day of <u>March</u> , <u>2021</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature: <u></u> Print Name: <u>Mike Bote</u> Position: <u>Executive Director</u> Signature: _____ Print Name: _____ Position: _____
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SCHEDULE F – INFORMATION MANAGEMENT (RECORDS PRIVACY AND SECURITY)

Purpose

The purpose of this Schedule is to:

- (a) enable the Province to comply with the Province's obligations with respect to:
 - (i) creation, maintenance, retention and final disposition of the Province's Records, and
 - (ii) protection of Personal Information collected or created under this Agreement and pursuant to FOIPPA.
- (b) ensure that, as a service provider, the Contractor is aware of, and complies with, the Contractor's information management and protection (records, privacy and security) obligations with respect to:
 - (i) the Province's Records, and
 - (ii) the Protected Information collected or created under this Agreement.

Applicability

This Schedule applies to the management of the Province's Records and to the management of Protected Information contained in the Province's Records.

The Contractor must manage the Province's Records in accordance with this Schedule and in accordance with MCFD Contractor's Information Management Guidelines, which provide directions and standards to assist the Contractor in complying with this Schedule.

Definitions

2. In this Schedule:

- (a) "**access**" means disclosure by the provision of access. For clarity, this includes the ability or opportunity of a person to view, study, or obtain a copy of records;
- (b) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (c) "**control**" (of a record) means the power or authority to manage the record throughout its life cycle, including restricting, regulating and administering its use and disclosure;
- (d) "**custody**" (of a record) means having physical possession of a record, regardless of the format (e.g. paper or electronic);
- (e) "**Device**" means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (f) "**Facilities**" means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (g) "**FOIPPA**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);

- (h) **"Least Privilege"** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (i) **"Need-to-Know"** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (j) **"Personal Information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province or the Contractor dealing with the same subject matter as the Agreement, but excluding any information that, if this Schedule did not apply to it, would not be under the control of a public body within the meaning of FOIPPA;
- (k) **"Personnel"** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor's obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (l) **"Policies"** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (m) **"Privacy Training"** means the Province's online privacy and information sharing training course;
- (n) **"Protected Information"** means any and all:
 - (i) personal information" as defined in this Schedule;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and
 - (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as "Protected Information" under this Agreement;
- (o) **"Security Event Logs"** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (p) **"Systems"** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (q) **"Tenancy"** means those components of the Systems that:
 - (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province's tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and

(r) **“Tenancy Security Event Logs”** means Security Event Logs that relate to Tenancy, including:

- (i) log-on/log-off information about Province user activities, and
- (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

RECORDS MANAGEMENT

Records Retention and Disposition

3. The Contractor must return the Province’s Records regardless of format to the Province within the following time frames:
 - (a) within 30 calendar days of expiry or termination of the Agreement;
 - (b) within 7 calendar days of the Contractor receiving a request for return from the Province;
 - (c) when closed records volume is identified by the Contractor as warranting the transfer and the Province has provided written approval; or
 - (d) immediately when a Contractor advises the Province that they are no longer providing services or when the Province is concerned about the management of the Province’s Records following a breach of security or privacy, including an unauthorized disclosure.

PRIVACY PROTECTION

Collection of Personal Information

4. The Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect Personal Information directly from the individual the Personal Information is about.
6. Except as otherwise permitted by FOIPPA, the Contractor must tell an individual from whom the Contractor collects Personal Information:
 - (a) the purpose for collecting it,
 - (b) the legal authority for collecting it, and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor’s collection of Personal Information.

Accuracy of Personal Information

7. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Contractor or the Province to make a decision that directly affects the individual the Personal Information is about.

Requests for access to Personal Information

8. If the Contractor receives a request for access to Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to Information Access Operations with the Ministry of Citizens' Services or successor.

Correction of Personal Information

9. Within 5 business days of receiving a written direction from the Province to correct or annotate any Personal Information, the Contractor must correct or annotate the information in accordance with the direction.
10. When issuing a written direction under section 9 of this Schedule, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 11 of this Schedule.
11. Within 5 business days of correcting or annotating any Personal Information under section 9 of this Schedule, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
12. If the Contractor receives a request for correction of Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and provide the Provincial official's name or title and contact information to the person making the request.

Protection of Personal Information

13. The Contractor must protect Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any security arrangements expressly set out in the Schedule.

Storage and access to Personal Information

14. Unless the Province otherwise directs in writing, the Contractor must not store Personal Information outside Canada or permit access to the Personal Information from outside Canada.

Retention of Personal Information

15. Unless the Agreement otherwise specifies, the Contractor must retain Personal Information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

16. Unless the Province otherwise directs in writing, the Contractor may only use Personal Information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of Personal Information

17. Unless the Province otherwise directs in writing, the Contractor may only disclose Personal Information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
18. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose Personal Information outside Canada.

PERSONNEL

Confidentiality agreements

19. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

20. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:
- (a) verifying their identity and relevant education, professional qualifications and employment history;
 - (b) completing a criminal record check that is updated at least every five years;
 - (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
 - (d) performing any additional screening this Agreement or applicable law may require; and
 - (e) performing any additional background checks the Contractor considers appropriate,
- the Contractor is satisfied that the individual does not constitute an unreasonable security risk.
21. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
22. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

23. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

24. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

25. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Privacy Training

26. The Ministry will pay the direct costs of the Privacy Training. the Contractor, must ensure that:
- (a) all employees, agents, volunteers and Subcontractors who collect, create, or access Protected Information, complete Privacy Training;
 - (b) all employees, agents, volunteers and Subcontractors engaged subsequent to the signing of this Agreement who will collect, create or access Protected Information have completed the provincially required Privacy Training prior to accessing Protected Information; and,
 - (c) a log is maintained with the names of all employees, agents, volunteers and Subcontractors who collect, create, or access Protected Information which indicates the status of their completion of the Privacy Training including date of completion. The Contractor must make this log available to the Province upon request.

Compliance, Audit and Review

27. The Contractor must, in relation to the Province's Records, comply with:
- (a) the requirements of FOIPPA applicable to the Contractor as a service provider, including any applicable order of the commissioner under FOIPPA, and
 - (b) any direction given by the Province under this Schedule.
28. The Contractor acknowledges that it is familiar with the requirements of FOIPPA governing Personal Information that are applicable to it as a service provider.

Inspection of personal information

29. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect, and at the Province's discretion, copy, any of the Province's Records, or any of the Contractor's information management policies or practices or Records relevant to the Contractor's management of the Province's Records or the Contractor's compliance with this Schedule. The Contractor must permit and provide reasonable assistance to any such inspection.
30. If the Province conducts a review of a matter described in section 90 of this Schedule (whether or not the matter came to the attention of the Province as a result of a notification under section 90 of this Schedule), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Information security Policy

31. The Contractor must have an information security Policy that is:
- (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

32. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:
- (a) "Information Security Policy";
 - (b) government wide IM/IT Standards; and
 - (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

33. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

34. The Contractor must:
- (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
 - (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

35. The Contractor must ensure that:
- (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
 - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
 - (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

36. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
37. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

38. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

39. The Contractor must ensure that:

- (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
- (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

40. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

41. For sections 39 and 40, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

42. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

43. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

44. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.

45. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.

46. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.

47. The Contractor must implement a formal user registration process for Personnel that includes:

- (a) verification of access levels;
- (b) creating and maintaining records of access privileges;

- (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.
48. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
49. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
50. The Contractor must ensure that all Systems and Devices:
- (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

51. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
52. The Contractor must ensure that Systems for password-based authentication:
- (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

53. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
- (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;
 - (c) request based access; and
 - (d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

54. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
55. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
56. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
- (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,
- to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
57. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
58. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

59. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:

- (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
- (b) "Information Security Policy";
- (c) government wide IM/IT Standards; and
- (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

60. The Province has the rights to:

- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
- (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
- (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
- (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

- 61. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

- 62. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
- 63. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
- 64. The Contractor must review physical access logs at least once monthly.
- 65. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;

- (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
- (d) Access Control Systems (ACS) and/or Key Management processes; and
- (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

- 66. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).
- 67. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

- 68. The Contractor must:
 - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and
 - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

- 69. The Contractor must:
 - (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
 - (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
 - (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

70. The Contractor must implement application layer firewalls on Systems:
- (a) at such level of protection as the Province may instruct; and
 - (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

71. The Contractor must ensure that for any Systems:
- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;
 - (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
 - (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

72. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

73. The Contractor must ensure that for any Systems:
- (a) database maintenance utilities that bypass controls are restricted and monitored;
 - (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
 - (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).
74. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

75. The Contractor must ensure all Devices:
- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
 - (b) are configured to perform antivirus scans at least once per week;
 - (c) have host-based firewall configured, enabled and active at all times; and
 - (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

76. The Contractor must:
- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
 - (b) implement processes to stay current with security threats.

Patching

77. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
78. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
79. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
80. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

81. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
- (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

82. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
- (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

83. The Contractor must ensure that all Systems servers:
- (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and

- (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

- 84. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

- 85. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
- 86. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

- 87. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
- 88. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
- 89. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

- 90. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law, including as contemplated by section 30.2 of the Act, or this Agreement, if the Contractor is or has been required (including, but not limited to, under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

- 91. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

92. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
 - (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

93. The Contractor must:
- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
 - (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
 - (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
 - (d) maintain a chain of custody in all such security investigations it undertakes.
94. Upon the Province's request, the Contractor must:
- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
 - (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).
95. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

96. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

97. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

98. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
99. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement
100. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

101. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

102. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
103. Any reference to the "Contractor" in this Schedule includes any Subcontractor, agent, or volunteer retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such Subcontractors, agents, and volunteers comply with this Schedule.
104. If a direction or provision of the Agreement or any Schedule conflicts with a requirement of FOIPPA or an applicable order of the commissioner under FOIPPA, the conflicting provision of the Agreement or Schedule will be inoperative to the extent of the conflict.
105. If there is a conflict between a documented process required by this Schedule to be created or maintained by the Contractor and this Schedule, the provision of this Schedule will prevail to the extent of the conflict.
106. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 107 of this Schedule, the law of any jurisdiction outside Canada.

107. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with FOIPPA.

108. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.

Referenced documents

109. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

110. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

SCHEDULE I – REPORTING REQUIREMENTS

Delivery of Reports

- 1.1 Any report submitted to the Province by the Contractor pursuant to this Schedule must be submitted by a date and in a format to be determined by the Province in its sole discretion.

Service Delivery Reports

- 1.2 In addition to any other reporting obligations that the Contractor may have under this Agreement, the Province may request at any time and the Contractor must respond with reports relating to the delivery of Services under the Agreement. Such reports may include, but may not be limited to, information about the Contractor's progress delivering the Services, its work done, key performance indicators, timelines, and more.

The Contractor will submit to the Province reports relating to the services and programs outlined in this Agreement. The required reports include but are not limited to, the following:

- (a) A copy of the initial Life-Style Development Report, six-month progress report(s), and client discharge summary;
- (b) Quarterly reports on service outputs (including quantity of services by number of hours provided, number of hours travelled); and
- (c) any variance from expected and contracted deliverables.

Reports are to be submitted to:

Ministry CYSN Worker
Suite 304 – 221 West Esplanade Avenue
North Vancouver, BC
V7M 3J3

- (d) Critical Incident reports documenting details of any medical emergencies or critical incidents pertaining to the Child, to be submitted to the referring Ministry CYSN social worker within 24 hours of each incident.

Financial Reports


- 1.3 In addition to the financial statements required by and referred to in this Agreement's provisions concerning Audits and Services Evaluations (as described in the Agreement), any financial reports further required under section 1.4 of this Schedule must include information reporting on, at a minimum, the outputs, deliverables, and Output Indicators described in Schedule A.

- 1.4 The following additional financial reports are required:

- i. Semi-annual Service Cost Report (Report that outlines the semi-annual costs associated with a service.
- ii. Annual Service Cost Report (Report that outlines the annual costs associated with a service.

Additional Reports

- 1.5 The Province may at any time submit to the Contractor a request for additional reports.
- 1.6 If the Province submits to the Contractor a request for additional reports, then the Contractor must provide to the Province any such reports that the Province, in its sole discretion, determines that it requires to support its goals; for example, for supporting contracted sector wage increases. These reports may include but need not be limited to the following in relation to the Contractor's employees:
- a) Position titles;
 - b) Job classifications (e.g. grid, level, steps, etc.);
 - c) Wages' rates and benefits; and
 - d) Any other data, as required in the Province's sole discretion

 BRITISH COLUMBIA	Ministry of Children and Family Development	MODIFICATION AGREEMENT
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BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Children and Family Development

AND

CBI CONSULTANTS LTD.
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement KT13A25035, beginning April 01, 2019.
B. The parties have agreed to modify the Agreement effective April 01, 2019.

AGREEMENT

1. *Schedule A – Services* is amended as follows:

- a) The Total Amount of Agreement is increased by **\$347.28** from \$369,187.08 to **\$369,534.36** as a result of the Sustainable Services Negotiating Mandate (SSNM).

2. *Schedule B – Payment* is amended as follows:


- a) The Aggregate Maximum is increased by **\$347.28** from \$369,187.08 to **\$369,534.36**.
b) Annual baseline funding for fiscal year 2019/20 is increased by **\$347.28** (comprised of 0.25% Service Improvement Allocation (SIA) \$347.28) to **\$183,530.28**.
c) As per the letter sent on August 9th, 2019 payment of **\$347.28** for this modification agreement has already been made.

Additional Information

1. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 1st day of April, 2019.

SIGNED AND DELIVERED on the <u>1st</u> day of <u>Oct</u> , <u>2019</u> on behalf of the Province by its duly authorized representative Signature: <u>[Signature]</u> Print Name: <u>Diane Livingstone</u> Position: <u>Director of Operations</u> Responsibility: _____ Centre: _____	SIGNED AND DELIVERED on the <u>7th</u> day of <u>October</u> , <u>2019</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature: <u>[Signature]</u> Print Name: <u>Mike Bote</u> Position: <u>Executive Director</u> Signature: _____ Print Name: _____ Position: _____
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 BRITISH COLUMBIA	Ministry of Children and Family Development	MODIFICATION AGREEMENT
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BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Children and Family Development

AND

CBI CONSULTANTS LTD.
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement KT13A25035, beginning April 01, 2019.
B. The parties have agreed to modify the Agreement effective April 01, 2020.

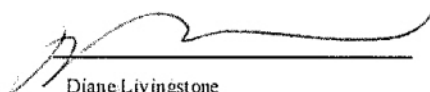
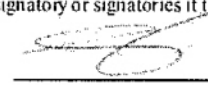
AGREEMENT

1. *Schedule A – Services* is amended as follows:
 - a) The Total Amount of Agreement is increased by **\$706.08** from \$369,534.36 to **\$370,240.44**, as a result of the Sustainable Services Negotiating Mandate (SSNM).
2. *Schedule B – Payment* is amended as follows:
 - a) The Aggregate Maximum is increased by **\$706.08** from \$369,534.36 to **\$370,240.44**.
 - b) Effective April 1, 2020, your monthly payment is **\$15,559.18**.
 - c) Annual baseline funding for fiscal year 2020/21 is increased by **\$358.80** (comprised of 2% General Wage Increase (GWI) \$5.40 and 0.25% Service Improvement Allocation (SIA) \$353.40 under SSNM) to **\$186,710.16**.

Additional Information

1. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 1st day of April, 2020.

SIGNED AND DELIVERED on the <u>3</u> day of <u>Oct</u> , <u>2019</u> on behalf of the Province by its duly authorized representative Signature:  Print Name: <u>Diane Livingstone</u> Position: <u>Director of Operations</u> Responsibility Centre:	SIGNED AND DELIVERED on the <u>7th</u> day of <u>October</u> , <u>2019</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature:  Print Name: <u>Mike Bote</u> Position: <u>Executive Director</u> Signature: Print Name: Position:
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SERVICE AGREEMENT



MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT



Ministry of
Children and Family
Development

MINISTRY SERVICE AGREEMENT:
KT13A25035

Agreement Name: CYSN Professional Support

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by
The Minister of Children and Family Development
(the "Province", "we", "us", or "our" as applicable) at the following
address:

304 221 WESPLANADE
NORTH VANCOUVER BC, B.C.
CANADA V7M 3J3
Fax Number: (604)660-4005
Email: Diane.Livingstone@gov.bc.ca

AND

CBI CONSULTANTS LTD.
(Legal Name)

(the "Contractor", "you", or "your" as applicable) at the following
address:

204-3970 HASTINGS ST
BURNABY, BC
V5C 6C1
Fax Number: (604)320-1961
Email: leslie@cbiconsultants.com

The term for the Service Agreement begins on:

01/04/2019
(Day/Month/Year)

and ends on

31/03/2021
(Day/Month/Year)

THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THE SERVICE AGREEMENT LOCATED ON THE
MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT'S WEBSITE, VERSION 1.2 DATED JANUARY 13, 2015,
AND AGREE TO BE BOUND BY THE SCHEDULES LISTED BELOW AND ATTACHED TO THIS AGREEMENT:

- SCHEDULE A - SERVICES
- SCHEDULE B - PAYMENT
- SCHEDULE C - APPROVED SUBCONTRACTOR(S)
- SCHEDULE D - INSURANCE
- SCHEDULE E - AUTHORIZED PERSON
- SCHEDULE F - INFORMATION MANAGEMENT (RECORDS, PRIVACY AND SECURITY)
- SCHEDULE G - ASSETS
- SCHEDULE H - ADDITIONAL TERMS
- SCHEDULE I - REPORTING REQUIREMENTS

(collectively, the "Agreement")

SIGNED AND DELIVERED on the 1st day of
April, 2019 on behalf of the Province by its
duly authorized representative

Signature:

Print Name: Diane Livingstone

Position: Director of Operations

Responsibility
Centre: CSM - N SHORE & SQUAMISH

SIGNED AND DELIVERED on the 20th day of
March, 2019 by or on behalf of the Contractor (or by its
authorized signatory or signatories if the Contractor is a corporation)

Signature:

Print Name: Mike Bote

Position: Executive Director

Signature: _____

Print Name: _____

Position: _____

Contractor: By signing above you agree that you have read, understand, and agree to be
bound by, the Terms and Conditions and the Schedules for the Service Agreement

SUMMARY

Term 01/04/2019 to 31/03/2021

Total Amount of Agreement (not including any applicable taxes)

\$369,187.08

Allocation by Programs and Services

Programs			
CYSN Professional Support			
	Intervention - General		\$369,187.08
		Sub-Total	\$369,187.08
		Total	\$369,187.08

Allocation by Community

Communities Served		
Powell River		\$36,802.37
North Vancouver		\$240,844.15
West Vancouver-Bowen Island		\$91,540.56
	Total	\$369,187.08

Allocation by Business Area

Core Business Area	Business Area - Sub Business Area	
ECD, Child Care and Children and Youth with Special Needs		
	Children and Youth with Special Needs	\$369,187.08
		Sub-Total \$369,187.08
		Total \$369,187.08

SCHEDULE A - SERVICES

Component Services Schedule JL4140CJ02A has been moved into this Service Agreement KT13A25025 commencing April, 1, 2019.

As part of a multiyear contracting initiative, this Service Agreement is subject to a two year term and will be in effect from April 1, 2019 to March 31, 2021 subject to the Agreement. The Agreement may, from time to time and as necessary, be modified to represent changes in service deliverables, or in financial or other clauses.

As per the Financial Administration Act, our obligation to provide payments on this two year Agreement is subject to an appropriation being available in the fiscal year of the Province in which payment becomes due.

The Parties agree to review the Contract on an annual basis.

General

The Contractor will provide all necessary components for delivery of the programs delineated below, including sufficient qualified program staff, administrative support, premises, materials and equipment.

The Province will appoint a Ministry contract supervisor for the Contractor's services funded under this Service Agreement. The Parties agree to conduct contract reviews during the Funding Period to review the Service Deliverables and any other issues of mutual concern, including the following:

- o required statements and reports;
- o program elements, including hours of operation;
- o access and admission criteria;
- o intake and referral processes;
- o wait list management;
- o exceptions to normal practice;
- o critical incident reporting procedures;
- o issues management;
- o program liaison.

Service delivery is supported by accreditation and enhanced reporting requirements. The Province and the Contractor are using a collaborative approach to the continuing development of output-based contracts and measurable client outcomes. Both Parties agree to work together to achieve these objectives.

A. ALLOCATION SUMMARY

1. Annual baseline and aggregate funding are outlined in *Schedule B – Payment*.

2. Annual Funding and Service Summary

Program	Service	Direct Service FTE*	Number of Consultation Hours/Year (direct and indirect)	Number of Service Units/Year	Other Annual Outputs	2019-20 Annual Baseline Funding	2020-21 Annual Baseline Funding
CYSN Professional Support: Behavioural Support	Therapeutic Intervention	1.25	1640.75	1942.5	15 families	\$183,183.00	\$186,004.08

*Indirect FTEs attached to Services in this Agreement include 0.18 FTE Supervisor and .05 FTE Clinical Director.

3. Outputs

Consultation hours are defined as: all direct and indirect activities related to a behaviour consultation.

Service Units are defined as: all consultation hours plus additional hours for travel, supervision and administrative tasks.

The Contractor should have the capacity to maximize resources and the quality of service delivered, as well as the ability to respond to meet the needs of the community and the client population. At the discretion of the Director of Operations or their designate(s) in negotiation with the Contractor, hours may be reallocated to address issues of:

- (a) seasonal fluctuations in service requests;
- (b) demographic change;
- (c) emergent service needs; or
- (d) other influencing factors.

4. Relevant Legislation, Policies, Standards and Guidelines

Without limiting sections 3 and 8 of the current version of the Terms and Conditions of the Service Agreement on the Ministry's website, you must comply with the following Acts, regulations and Ministry policies and standards in providing the services described in this Agreement:

Child, Family and Community Service Act

The Ministry's *Children and Youth with Special Needs (CYSN) Service Delivery Policies*, dated August 2017, or its future iterations.

B. PROGRAM AND SERVICE DESCRIPTION

1. CYSN Professional Support – Behavioural Support

The Ministry works to ensure that some of the most vulnerable children, youth and their families have the best possible chance to succeed and thrive. To support this goal the Ministry funds a range of programs and services for Children and Youth with Special Needs (CYSN) and their families. CYSN Professional Support is one such program, under which Behavioural Support services falls. Behavioural support services are for eligible children and their families and caregivers.

Behavioural support is provided by trained professionals for specific children, with direct involvement with their families, caregivers, and other relevant professional or community members. This includes determining behavioural change goals, developing plans, and the systematic use of positive behaviour support.

Behavioural support services may also include; child specific training and hands on demonstration of child management techniques; service coordination and liaison around a specific child in partnership with families, the Ministry, and other service providers; community awareness and network building about the needs and responses of children with behavioural challenges; and follow up with families and caregivers following the end of intense service.

This program was historically for children and youth with Autism Spectrum Disorder (ASD), but has expanded to include other children and youth with behavioural challenges.

2. Program Objectives

Behaviour Support is intended to provide behavioural support services for eligible children and their families and caregivers, enabling them to function as effectively as possible within their communities.

The Contractor undertakes to effectively support the development of each Child through:

- activities that recognize the Child's capacity and are designed to enhance the Child's independence with respect to daily living activities and achievement of personal goals; and
- providing assistance in making effective choices concerning the development and maintenance of friendships and relationships.

3. Desired Outcomes

Through the delivery of the services the Ministry wishes to realize, and the Contractor will use its best efforts to achieve, the following desired outcomes:

- a) The rights and best interests of children are reflected in the way supports and services are delivered to children and families.
- b) Families, children and youth have a lead role in the planning for goals, supports and services that meet their needs and interests.
- c) The needs, including health and safety, of children and families are met through flexible, diverse, and timely supports and services.
- d) Children and their families experience full inclusion as citizens in their communities.
- e) Children and families are served in a manner that reflects their ethnic and cultural beliefs and values.
- f) Indigenous children and families are served in a manner that is in accordance with their Indigenous values and traditions.
- g) Individuals will have a comprehensive behavioural assessment and support plan.
- h) Key players will be trained and skilled to implement the behaviour support plan recommendations in a coordinated manner across environments.
- i) To increase the knowledge and awareness of family members to understand child/family-centred approach as an essential feature to the functional assessment process.
- j) To increase families' understanding of the relationship between communication and challenging behaviour.
- k) To increase adaptive behaviours as identified within an individual support plan.
- l) To achieve specific child/family goals that focus on lifestyle activities and quality of life including community presence, community participation, choices, competencies and respect.

The Parties acknowledge that the Contractor does not warrant that the desired outcomes will be achieved.

4. Target Population

Children 6-18 years of age who have special needs as per the eligibility criteria established by the Ministry. CYSN eligibility is defined in the Ministry's *Children and Youth with Special Needs Service Delivery Policies*, dated 2017.

Referrals for children under 6 years of age will be considered on a case by case basis, in consultation with the Ministry CYSN Team Leader.

Services will be provided for families residing on Bowen Island, in Horseshoe Bay, in Powell River and on Vancouver's North Shore, including North Vancouver and West Vancouver. Families living in other areas may receive service, upon approval from the Ministry CYSN Team Leader.

5. Service Deliverables

The Contractor will provide CYSN Professional Support - Behavioural Support Services for eligible families referred by the Ministry.

Services to be provided include but are not limited to the following as defined in the Province's *Catalogue of Services*:

Intervention: activities provided to maintain or prompt a planned change in the behaviour, condition or functioning of children, youth and/or families/caregivers;

Therapeutic Intervention: structured, planned and empirically supported therapy/treatment; and

Training and Education: range of strategies for imparting knowledge, improving skills and building awareness of resources.

The Contractor work toward the overall goal of building the capacity and skills of family and support persons to carry out behavioural strategies or plans without professional guidance over time.

The Contractor will follow the Lifestyle Developmental Process which merges the principles and procedures of person-centered planning with state of the art technical interventions in the areas of communication, instruction and positive behavioural support to create multi-element, lifestyle-driven support plans.

Assessment

The Contractor will conduct a functional assessment for each child and develop a set of recommendations or plans to achieve priority goals and concerns. Each family will receive a detailed report outlining the summary of assessment results and goals identified.

The initial report will include strength-based assessment to assist in developing a program to address the priority behaviours identified by the parent or guardian of the Child. The assessment takes an average of 30-40 hours to complete. The Ministry is committed to provide social history information to the Contractor for more efficient and effective service planning.

Program Implementation

The Contractor will develop a comprehensive multi-element positive behaviour support plan that is responsive to the unique demands of each child and setting, and is continually guided by functional assessment data. The family profile and assessments of the behavioural priorities identified will determine the number of hours required to complete the consultation.

Projected hours for the implementation of each behaviour support plan will be reviewed and mutually agreed upon with the Ministry CYSN social worker. The Contractor agrees that where the total hours for assessment and implementation 120 hours, approval will be requested from the Ministry CYSN Team Leader. The Parties may agree to review the total hours for assessment and implementation.

The Contractor will implement the support plan based on distinct phases of involvement, as outlined in the initial assessment report. The Contractor will support and train family and all relevant key team members to learn specific intervention strategies; and will monitor support plans and modify or adapt intervention strategies as necessary.

The Contractor will provide follow-up services until the team supporting the child and family are self-sufficient with the implementation of support strategies. The Contractor will also direct families to community resources that may assist in achieving determined goals.

The number of hours of service each family receives will depend on the priorities identified by the family and as assessed by the consultant assigned. Currently the service length for each family is typically 18 months. The hours of service will be reduced for a gradual exit from the program before discharge.

Discharge

The Contractor will develop a comprehensive training manual describing all essential elements of the behavioural intervention plan and will transfer responsibility to a key trainer who may be a parent, a family member or a caregiver.

On discharge of a family from services, a meeting may be held with the family and the Ministry referring CYSN social worker.

6. Additional Terms

The Contractor will take appropriate action to accomplish the objectives set for each Child being supported as they are decided upon by the Child and their family, involving support staff, the Province and the Contractor. The Contractor will adapt the Services for each Child, as required, in relation to the Child's changing support needs.

The Contractor will ensure that each Child and their family are involved in all planning and decision-making on matters affecting him/her. The Contractor will support each Child to access natural community support systems rather than disability specific services, whenever possible. The Contractor will support each Child and their family with access to information and training regarding the various available options that can assist them with community access and full community participation.

Where applicable, the Contractor will provide a safe motor vehicle in accordance with the provisions of the *Motor Vehicle Act Regulations* thereto or otherwise arrange for the transportation of any Child supported by the Contractor.

The Contractor will co-operate with any plan for support changes, as may be established by the Province, a Child and/or their family.

The Province will not refer any Child to the Contractor on any basis other than is provided for in this Service Agreement except by mutual agreement.

Staffing Qualifications

Behaviour Consultants will meet BC Registered Autism Service Providers (RASP) Requirements for Category B Behavior Consultants (Supervised), and will have at a minimum a Bachelor's Degree in a related program area.

Supervision will be provided as required in accordance with professional standards.

7. Referral, Intake and Waitlist Management

Families will be referred by a Ministry CYSN liaison. The Ministry will determine each family's priority for service.

The Contractor agrees to meet with the CYSN liaison every three (3) months to review new referrals, the number of families receiving services, each family's progress, and any issues of mutual concern.

8. Location and Hours of Service

Services are provided primarily in the family home but may include observation, training and education in community settings.

Services will be provided Monday to Friday between 9:00 a.m. and 5:00 p.m.

Depending on staff availability and family need, services may also be required in evenings and/or on weekends.

On-line training and education will be available for all families referred for consultation.

PROGRAMS

CYSN Professional Support

TARGET POPULATION: Children and families where a child is eligible to receive CYSN Family Support Services and the child and/or family would benefit from specialized services provided by a qualified practitioner, such as assessment, training, consultation, planning or other supports.

OUTCOME: Children and their families experience improved capacity to function in their community.

community.		Total Amount		\$369,187.08
SERVICE: INTERVENTION - GENERAL				
Definitions	Activities provided to maintain or prompt a planned change in the behaviour, condition or functioning of children, youth, and/or families/caregivers.			
Project Code	18CN289			
Input	Qualified Staff			
Output Indicators	# Hours	Quantity		
Reporting Frequency	Quarterly			
Core Business Area	ECD, Child Care and Children and Youth with Special Needs			
Business Area	Children and Youth with Special Needs			
Communities Served				
North Vancouver	Recipient(s)	0 to 18 years	Amount	\$240,844.15
Powell River	Recipient(s)	0 to 18 years	Amount	\$36,802.37
West Vancouver-Bowen Island	Recipient(s)	0 to 18 years	Amount	\$91,540.56

BUSINESS AREA OUTCOMES

- Children and youth with special needs experience optimal growth and development.
- Children and youth with special needs are healthy and safe in their families and communities.
- Children and youth with special needs actively participate in their home and community.
- Parents and families of children and youth with special needs have the knowledge, skills and supports they need to advance their child or youth's growth, development and functioning.
- Communities support the development and growth of children and youth with special needs.

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

- 1.1 Subject to the provisions of the Agreement, we will pay you an amount not exceeding \$369,187.08 (not including any applicable taxes), in the aggregate, for providing the Services set out in Schedule A, during the term of this Agreement.
- 1.2 In addition, we will pay you any applicable taxes payable by the Province under law or agreement with the relevant taxation authority in relation to amounts payable under this schedule.

Payments

2.1 Monthly Recurring

We will pay you on or about the 15th day of the month commencing on the 1st day of April, 2019 as provided in the following payment schedule:

From	To	Amount	Total
April 1, 2019	April 30, 2019	\$15,382.68	\$15,382.68
May 1, 2019	March 31, 2021	\$15,382.80	\$353,804.40
			\$369,187.08

Additional Costs

ADDITIONAL COSTS DESCRIPTION

Effective April 1, 2019, your monthly payment will be \$15,265.25. Annual baseline funding for fiscal year 2019/20 is increased by \$2,778.24 (comprised of 2% General Wage Increase (GWI) \$2,778.24 under Sustainable Services Negotiating Mandate (SSM)), from \$180,404.76 at end of fiscal year 2018/19 to \$183,183.00.

Effective April 1, 2020, your monthly payment will be \$15,500.34. Annual baseline funding for fiscal year 2020/21 is increased by \$2,821.08 (comprised of 2% GWI \$2,821.08 under SSM), from \$183,183.00 at the end of fiscal year 2019/20 to \$186,004.08.

The Contractor agrees that the purpose of the funding provided under SSM is to increase wages and benefits for eligible staff. All funding increases related to SSM must be directed to eligible employees.

The following payment table replaces the table under 2.1 Monthly Recurring above:

From	To	Monthly Amount	Total
April 1, 2019	March 31, 2020	\$15,265.25	\$183,183.00
April 1, 2020	March 31, 2021	\$15,500.34	\$186,004.08
	Total		\$369,187.08

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

Subcontractors

- 1.1 The following persons, groups of persons, or organizations, are specified as Subcontractors under section 12 of the Service Agreement:

None

SCHEDULE D – INSURANCE

1. On behalf of the Contractor, the Province will purchase and maintain commercial general liability insurance in the amount of \$2,000,000 inclusive per occurrence insuring against third party bodily injury, third party property damage, and personal and advertising injury, where any of them arise out of the performance of the Services by the Contractor and/or by approved subcontractors who have entered into a written agreement to perform the Services.
2. The Contractor is responsible for and will pay any deductible under the insurance policy.
3. The Province will obligate the managing broker to provide the Contractor with a Certificate of Insurance and a copy of the insurance policy wording.
4. The Province will take reasonable steps to ensure the coverage specified in section 1 is continuous for the duration of this Agreement. The Province will not be responsible for providing coverage in the event the insurance is cancelled or reduced by the insurer.
5. The Province does not represent or warrant that the insurance covers any and all losses. The Contractor is responsible for ascertaining the exact nature and extent of coverage of the insurance policy as well as the terms and conditions of the insurance policy. No term or condition of this Agreement amends, extends or alters the coverage afforded by the insurance policy.
6. Where the Contractor uses a vehicle to perform the Services the Contractor shall maintain Automobile Liability insurance on all vehicles owned, operated or licensed by the Contractor in an amount not less than \$2,000,000 per occurrence, and where applicable the Contractor may show evidence of this insurance using an ICBC Confirmation of Insurance Coverage (APV-47) form.
7. The Contractor will provide, maintain, and pay for, any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in sections 1 and 6.

SCHEDULE E – AUTHORIZED PERSONS

Authorized Persons

- 1.1 The Contractor designates any of the following persons, (identified by name and/or position) to act for you in relation to this Service Agreement:
- 1.2 The Ministry designates any of the following persons (identify by name and/or position) to act for us in relation to this Service Agreement:

Conflict Resolution Officials

- 1.1 The designated “Officials” of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director of Operations or Designate	Executive Director or Chairperson
Stage Two:	Director of Operations	Executive Director or Chairperson
Stage Three:	Executive Director of Service	Executive Director or Chairperson

SCHEDULE F – INFORMATION MANAGEMENT (RECORDS, PRIVACY AND SECURITY)

Purpose

The purpose of this Schedule is to:

- (a) enable the Province to comply with the Province's obligations with respect to:
 - (i) creation, maintenance, retention and final disposition of the Province's Records, and
 - (ii) protection of Personal Information collected under this Agreement and pursuant to *FOIPPA*.
- (b) ensure that, as a service provider, the Contractor is aware of, and complies with, the Contractor's information management and protection (records, privacy and security) obligations with respect to:
 - (i) the Province's Records, and
 - (ii) the Personal Information collected or created under this Agreement.

Applicability

This Schedule applies to the management of the Province's Records and to the management of Personal Information contained in the Province's Records.

The Contractor must manage the Province's Records in accordance with this Schedule and in accordance with MCFD Contractor's Information Management Guidelines, which provide directions and standards to assist the Contractor in complying with this Schedule.

Definitions

1. In this Schedule:

- a) "access" means the ability or opportunity of a person to view, study, or obtain a copy of records;
- b) "FOIPPA" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- d) "control" (of a record) means the power or authority to manage the record throughout its life cycle, including restricting, regulating and administering its use and disclosure;
- e) "custody" (of a record) means having physical possession of a record, regardless of the format (e.g., paper or electronic);
- f) "Personal Information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province or the Contractor dealing with the same subject matter as the Agreement, but excluding any information that, if this Schedule did not apply to it, would not be under the control of a public body as interpreted under the FOIPPA;
- g) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include the Contractor or a subcontractor of an individual, or an employee or volunteer of the Contractor or of a subcontractor;
- h) "Privacy Training" means the Province's online privacy and information sharing training course.

RECORDS MANAGEMENT

Records Retention and Disposition

2. The Contractor must return the Province's Records regardless of format to the Province within the following time frames:
 - (a) within 30 calendar days of expiry or termination of the Agreement;
 - (b) within 7 calendar days of the Contractor receiving a request for return from the Province;
 - (c) when closed records volume is identified by the Contractor as warranting the transfer and the Province has provided written approval; or
 - (d) immediately when a Contractor advises the Province that they are no longer providing services or when the Province is concerned about the management of the Province's Records following a breach of security or privacy, including an unauthorized disclosure.

PRIVACY PROTECTION

Collection of Personal Information

3. The Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect Personal Information directly from the individual the Personal Information is about.
5. Except as otherwise permitted by FOIPPA, the Contractor must tell an individual from whom the Contractor collects Personal Information:
 - (a) the purpose for collecting it,
 - (b) the legal authority for collecting it, and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of Personal Information.

Accuracy of Personal Information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Contractor or the Province to make a decision that directly affects the individual the Personal Information is about.

Requests for access to Personal Information

7. If the Contractor receives a request for access to Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to Information Access Operations with the Ministry of Technology, Innovation and Citizens' Services or successor.

Correction of Personal Information

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any Personal Information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8 of this Schedule, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10 of this Schedule.
10. Within 5 business days of correcting or annotating any Personal Information under section 8 of this Schedule, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and provide the Provincial official's name or title and contact information to the person making the request.

Protection of Personal Information

12. The Contractor must protect Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any security arrangements expressly set out in the Security section of this Schedule.

Storage and access to Personal Information

13. Unless the Province otherwise directs in writing, the Contractor must not store Personal Information outside Canada or permit access to the Personal Information from outside Canada.

Retention of Personal Information

14. Unless the Agreement otherwise specifies, the Contractor must retain Personal Information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

15. Unless the Province otherwise directs in writing, the Contractor may only use Personal Information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of Personal Information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose Personal Information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose Personal Information outside Canada.

SECURITY

Services Worker confidentiality agreements

18. The contractor must immediately provide notice to the contract manager of any suspected information incident that threatens privacy or information security.
19. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Personal Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Personal Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

20. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to collect or have access to Personal Information, or otherwise be involved in providing the Services if, after having subjected the Services Worker to personnel security screening requirements as outlined in Appendix F1 to this Schedule, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk.

Services Worker activity logging

21. The Contractor must create and maintain detailed Contractor's Records logging the activities of all Service Workers in relation to:
 - (a) their access to Personal Information; and
 - (b) any other matters specified by the Province in writing for the purposes of this section.

Facilities and Equipment protection and access

22. The Contractor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and,

(b) limit access to Facilities and Equipment of the Contractor:

- i. being used by the Contractor to provide the Services; or
- ii. that may be used by someone to access information,

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.

23. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Integrity of Information

24. The Contractor must create, maintain and follow a documented process for maintaining the integrity of information while in the custody of or accessed by the Contractor.
25. For the purposes of section 24 of this Schedule, maintaining the integrity of information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the information has:
- (a) remained as complete as when it was acquired or accessed by the Contractor; and
 - (b) not been altered in any material respect.

Documentation of changes to processes

26. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 21 and 22 of this Schedule.

Secure Storage

27. The Contractor must securely store the Province's Records in the Contractor's custody.

GENERAL

Privacy Training

28. The Ministry will pay the direct costs of the Privacy Training, the Contractor, must ensure that:
- (a) all existing employees, agents, volunteers and sub-contractors who collect, create, or access Personal Information, complete Privacy Training within 3 months of this Agreement coming into force if they have not already done so;
 - (b) all new employees, agents, volunteers and sub-contractors engaged subsequent to the signing of this Agreement who will collect, create or access Personal Information have completed the provincially required Privacy Training prior to accessing Personal Information; and,
 - (c) a log is maintained with the names of all employees, agents, volunteers and sub-contractors who collect, create, or access Personal Information which indicates the status of their completion of the Privacy Training including date of completion. The Contractor must make this log available to the Province upon request.

Notice

29. The Contractor must immediately provide notice to the Province of
- (d) a possible or confirmed foreign demand or request for disclosure, including the information required by section 30.2(3) of FOIPPA or
 - (e) anticipated or actual non-compliance with this Schedule, unauthorized access, collection, use, disclosure, storage, alteration or disposal of information or Records containing information; or
 - (f) unauthorized access to Facilities or Equipment.

In this provision, "foreign demand for disclosure" and "unauthorized disclosure of personal information" bear the same meanings as in section 30.2 of FOIPPA.

30. The Contractor must immediately provide notice to the Province of any non-compliance, or anticipated inability to comply, with a provision in this Schedule in any respect.

Compliance, Audit and Review

31. The Contractor must, in relation to the Province's Records, comply with:
- (a) the requirements of *FOIPPA* applicable to the Contractor as a service provider, including any applicable order of the commissioner under *FOIPPA*, and
 - (b) any direction given by the Province under this Schedule.
32. The Contractor acknowledges that it is familiar with the requirements of *FOIPPA* governing Personal Information that are applicable to it as a service provider.
33. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect, and at the Province's discretion, copy, any of the Province's Records, or any of the Contractor's information management policies or practices or Records relevant to the Contractor's management of the Province's Records or the Contractor's compliance with this Schedule. The Contractor must permit and provide reasonable assistance to any such inspection.
34. If the Province conducts a review of a matter described in section 29 or 30 of this Schedule (whether or not the matter came to the attention of the Province as a result of a notification under section 29 or 30 of this Schedule), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Interpretation

35. Any reference to the "Contractor" in this Schedule includes any subcontractor, agent, or volunteer retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors, agents, and volunteers comply with this Schedule.
36. If a direction or provision of the Agreement or any Schedule conflicts with a requirement of *FOIPPA* or an applicable order of the commissioner under *FOIPPA*, the conflicting provision of the Agreement or Schedule will be inoperative to the extent of the conflict.
- (a) If there is a conflict between a documented process required by this Schedule to be created or maintained by the Contractor and this Schedule, the provision of this Schedule will prevail to the extent of the conflict.
37. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
38. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 39 of this Schedule, the law of any jurisdiction outside Canada.
39. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with *FOIPPA*.

SCHEDULE F – Appendix F1 – Security screening requirements

The personnel security screening requirements set out in this Appendix F1 are for the purpose of assisting the Contractor to determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker, as described in the table following this section. The Contractor must record which primary and secondary identification the Contractor examined, but must not copy or record any information from these identifications. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none"> • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none"> • Canadian birth certificate <p>Issued by Government of Canada:</p> <ul style="list-style-type: none"> • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record 	<ul style="list-style-type: none"> • School ID card (student card) • Bank card (only if holder's name is on card) • Credit card (only if holder's name is on card) • Passport • Foreign birth certificate (a baptismal certificate is not acceptable) • Canadian or U.S. driver's licence • Naturalization certificate • Canadian Forces identification • Police identification • Foreign Affairs Canada or consular identification • Vehicle registration (only if owner's signature is shown) • Picture employee ID card • Firearms Acquisition Certificate • Social Insurance Card (only if has signature strip) • B.C. CareCard • Native Status Card • Parole Certificate ID • Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

SCHEDULE G – ASSETS

Property

- 1.1 The following property to be acquired by you with funds to be paid by us under this Service Agreement is specified in this Service Agreement as property to be owned by us:

None

- 1.2 The following property provided by us to you or a subcontractor for the purposes of this Service Agreement is to be owned by you or subcontractor as indicated:

None

SCHEDULE H – ADDITIONAL TERMS

SCHEDULE I – REPORTING REQUIREMENTS

Service Delivery Reports

- 1.1 The reports referred to in this section will be submitted within 30 days of the end of the period specified in form and content as determined by the Province.

The Contractor will submit to the Province reports relating to the services and programs outlined in this Agreement. The required reports include but are not limited to, the following:

- (a) A copy of the initial Life Style Development Report, six month progress report(s), and client discharge summary;
- (b) Quarterly reports on service outputs (including quantity of services by number of hours provided, number of hours travelled); and
- (c) any variance from expected and contracted deliverables.

Reports are to be submitted to:

Ministry CYSN Worker
Suite 304 – 221 West Esplanade Avenue
North Vancouver, BC
V7M 3J3

- (d) Critical Incident reports documenting details of any medical emergencies or critical incidents pertaining to the Child, to be submitted to the referring Ministry CYSN social worker within 24 hours of each incident.

Financial Reports

- 1.2 In addition to the financial statements requirements referred to in the Audit and Service Evaluation section of the Agreement, any financial reports should relate to service outputs at a minimum. The following additional financial reports are required:

- i. Not applicable

Additional Reports

- 1.3 Other information as requested by the Province.



**TERMS AND CONDITIONS OF THE
SERVICE AGREEMENT**

EFFECTIVE JANUARY 13, 2015

BETWEEN

MINISTRY OF CHILDREN AND FAMILY
DEVELOPMENT

AND

CONTRACTORS

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TERMS AND CONDITIONS OF THE SERVICE AGREEMENT

DEFINITIONS

1. In the Agreement,

- (a) "Agreement" as defined on the signatory page of the Service Agreement.
- (b) "Contractor's Records" means
 - i. all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement;
- (c) "Equipment" means any physical or digital resources, including interconnected systems or subsystems of resources, software and networks, used or to be used by the Contractor to provide the Services.
- (d) "Facilities" means any physical structure or building at which the Contractor provides or is to provide the Services.
- (e) "Insolvency Event" means any of the following events, as applicable:
 - i. an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - ii. the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
 - iii. a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - iv. a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - v. a receiver or receiver-manager of any of the Contractor's property is appointed, or
 - vi. the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.
- (f) "Province's Records" means
 - i. client records containing Personal Information created or produced by the Contractor as a result of this Agreement unless otherwise specified in Schedule H; and
 - ii. all records other than Contractor Records, received from the Province by the Contractor or any Subcontractor as a result of this Agreement including findings, software, data, specifications, drawings, reports and documents.
- (g) "Record" as defined in the *Interpretation Act* "includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which

information is recorded or stored by any means whether graphic, electronic, mechanical or otherwise”,

- (h) The “Services” means the Services as described in Schedule A
- (i) The “Term” of the agreement is identified on the signatory page of the Service Agreement,
- (j) “we”, “us”, and “our” refer to the Province alone and not to the combination of the Contractor “you”, “your” and the Province which is referred to as “the Parties”,
- (k) the words “includes” and “including” are not intended to be limiting,
- (l) unless the context otherwise requires, references to sections by number are to sections of the Terms and Conditions of the Service Agreement,

CONTRACTOR'S OBLIGATIONS

2. Unless the Parties otherwise agree in writing, you must supply and pay for all labour, materials, Facilities, Equipment, storage, approvals, licenses and permits necessary to perform your obligations under the Agreement.
3. Unless otherwise specified in the Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services. You must comply with any program standards applicable to the Services, as amended from time to time. Upon request of the Contractor, we will provide you access to the applicable ministry program standards.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in the Agreement, you may determine the manner in which the instructions are carried out. If the instruction is given verbally, we will subsequently provide written confirmation of the verbal instruction.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D in the Agreement, if any, as modified from time to time in accordance with our directions. You must provide evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance when requested.
8. You must comply with all applicable laws.

9. You must apply for and, immediately on receipt, remit to us any available refund, rebate or remission of federal or provincial tax or duty available we have paid you for, or agreed to pay you for, under the Agreement.
10. You must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
 - (a) any act or omission by you or by any of your agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.
11. You must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to you, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.
12. You must not subcontract any of your obligations to perform Services under the Agreement other than to persons listed in Schedule C, without our prior written consent. No subcontract, whether consented to or not, relieves you from any obligations under the Agreement. You must ensure that any subcontractor you retain fully complies with the Agreement in performing the subcontracted obligations.
13. You must not provide any Services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under the Agreement.
14. You must not do anything that would result in personnel hired by you, or a subcontractor, being considered our employees.
15. You must not commit or purport to commit us to pay any money unless specifically authorized by the Agreement.
16. Without limiting the generality of section 8 you must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.
17. The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:

- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.
18. In accordance with the *Criminal Records Review Act*, you must ensure that you, your employees and subcontractors undergo a criminal record check or a criminal record check verification when required in circumstances where that employee or subcontractor works with children as defined in the *Criminal Records Review Act*.
19. In addition to any criminal record checks or criminal records check verifications required under the *Criminal Records Review Act*, you must ensure that you and all employees or subcontractors who have, or potentially have, unsupervised access to the records of children and are not subject to checks under the *Criminal Records Review Act* undergo a criminal record check, that is satisfactory to us, and you must ensure that all of your volunteers who have, or potentially have, unsupervised access to children or their records undergo a criminal record check, that is satisfactory to us.
20. Upon our written request the Contractor must provide us written confirmation that:
- (a) criminal record checks have been initiated;
 - (b) you have acted on instructions from us or under the *Criminal Records Review Act*; and
 - (c) all other related procedures have been followed.

INFORMATION MANAGEMENT & PRIVACY PROTECTION

21. You must comply with Schedule F – Information Management (Records, Privacy and Security) of the Agreement.

SERVICE DELIVERY PRINCIPLES

22. You must ensure that clients, whether their needs are simple or complex, short or long-term will receive timely, appropriate and effective assistance that respects and promotes their independence and self-determination, health and safety, within the limits of available resources.
23. Where appropriate you must develop client care plans appropriate to the circumstances of the client, that involve the client, whether an individual or family and other persons involved in the client's care.
24. You must ensure the client's views are heard and considered in decisions affecting them, and must ensure that no retribution occurs as a result of advocacy on behalf of a client.
25. You must ensure cultural competency principles and practices are incorporated in the delivery of Services to the client and Aboriginal cultural competencies are applied when

providing services to Aboriginal children and families. You must work within the framework provided by the *Human Rights Code and the Multiculturalism Act* in the delivery of Services.

26. You must ensure that clients have independence from your religious beliefs and affiliations.
27. You must: ,
- (a) at the outset of service delivery, inform clients about the complaints process described on the MCFD website,
 - (b) work toward local resolution of any dispute or service dissatisfaction when it arises,
 - (c) if a complaint cannot be resolved locally:
 - i. advise the client of how to make a complaint under the MCFD complaints process, and;
 - ii. advise MCFD if aware that a complaint has been made and cooperate with MCFD's complaints process when a client makes a complaint.
28. When providing Services to children, you must not require a parent or guardian, or a person acting for a parent or guardian, to waive your liability for negligence.
29. When providing Services to children in care, as defined in the *Child, Family and Community Service Act*, you must provide them in accordance with the rights of children in care, found at section 70 in the *Child, Family and Community Service Act*.
30. When providing Services to Aboriginal children, youth and their families you will support the preservation of Aboriginal cultural identity and heritage and all reasonable efforts must be made to involve Aboriginal people and Aboriginal communities served in the design and delivery of Services to ensure services are culturally appropriate and responsive.
31. The Parties support the spirit and intent of the Aboriginal Procurement Guidelines.

AUDIT AND SERVICE EVALUATION

32. You must maintain records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to the Agreement, in a form and with content that enables us to verify expenditures, and must provide these records upon request by the Province or as outlined in Schedule I. Refer to the MCFD Contracting Financial Reporting and Management Requirements for details on Audit and Evaluation policy.
33. Subject to section 34 you must deliver to us, as determined in accordance with the criteria set out below, your annual financial statements not later than 6 months after the end of your fiscal year. Without limiting our ability to waive any other right under the Agreement, we may waive this requirement for Services funded through standard rates of payment set by us. Your annual financial statements must be completed in accordance with generally accepted accounting principles on a fund accounting basis. Criteria for financial statement reporting requirements under this section are based on the total revenue you receive from us within a fiscal year and are as follows:

- (a) under \$50,000, financial statements signed by your authorized representative may be required, at our discretion;
- (b) \$50,000 through \$99,999, you are required to submit financial statements signed by your authorized representative (no requirement for audit or review of the statements as defined in the Standards for Review found in the Canadian Institute of Chartered Accountant's Handbook) for that fiscal year;
- (c) \$100,000 through \$999,999, you are required to submit financial statements reviewed in accordance with Standards for Review Engagements found in the Chartered Professional Accountants Canada Handbook for that fiscal year; and
- (d) \$1,000,000 and above, you are required to submit audited annual financial statements for that fiscal year.

Despite the financial statement reporting requirements listed immediately above, for total revenue \$500,000 to \$999,999, we may require you to submit audited financial statements for that fiscal year if you have provided Services for fewer than two fiscal years, or you have failed to provide financial statements or performance measure reports as required under the Agreement.

If undischarged during the Term, your obligations under this section will continue in force after the Agreement ends.

- 34. If agreed that you are providing the Services on a variable payment basis (invoice driven basis), you are not required to comply with section 33 and are instead required to provide the statements of account and non-financial reporting identified in the Schedules.
- 35. If a material change to the Services has occurred, you may be required, at our request, to prepare financial reports for the Services that have changed.
- 36. We acknowledge that all financial statements and reports delivered to us under section 33 and 34 are supplied on a confidential basis. We will not permit their disclosure without your prior written consent except as permitted or required by applicable law, including the *Freedom of Information and Protection of Privacy Act*. Our internal use of this information will be limited to appropriate staff on a "need to know" basis.
- 37. In addition to any other rights we have to obtain information under the Agreement, we may at our own expense, conduct audits of you upon reasonable notice to you and at reasonable times. You must fully cooperate with us in the conduct of audits under this section.
- 38. You must permit an official we designate, at all reasonable times and upon reasonable notice, to enter any Facilities you use to provide Services or to keep any Records, other than Contractor Records, in order for us to inspect the Facilities and any Equipment located there and in order to inspect and copy Province's Records. Records are delivered to us in accordance with the provisions of the Agreement, or by separate Agreement of the Parties.
- 39. If required to be accredited you must comply with the Ministry of Children and Family Development's accreditation policies, located on the Ministry of Children and Family Development's website, as amended and replaced from time to time.

PAYMENT

40. We must pay you, for the provision of the Services, those fees and any expenses described in Schedule B of the Agreement. We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B of the Agreement.
41. The Parties must comply with the payment provisions set out in the Agreement.
42. Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
43. Unless otherwise specified in the Agreement, all references to money are to Canadian dollars.
44. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in the Agreement and then to remit that tax to the Receiver General of Canada on your behalf.

UNEARNED AND SURPLUS REVENUE

45. If you do not deliver the Services as required under the Agreement, the cost of the undelivered Services is unearned revenue and is a debt owing to us and we may, after consultation with you and, at our option, do any of the following:
 - (a) recover the amount owed as a debt due to us in accordance with the *Financial Administration Act*, or
 - (b) reduce future payments to you under the Agreement until the amount owed is recovered, or
 - (c) propose a modification to the applicable Services or payments, provided the effect of any such modifications occur within the current fiscal year.
46. If, after delivering all Services as required under this Agreement, you have surplus revenue in excess of 5% of the total revenue provided to you under this Agreement, this surplus revenue is a debt owing to us and we may, after consultation with you and, at our option, take any of the steps provided for in section 45 (a), (b) or (c). Refer to the MCFD Contracting Financial Reporting and Management Requirements for details on Unearned and Surplus Revenue policy.

TERMINATION

47. The Agreement will end upon any one of the following events:
 - (a) the contractor has failed to comply with the Agreement in any material respect and has not, to the satisfaction of the Province, remedied the failure within 30 days, or such other time period the Parties have agreed to, after the delivery of a written notice which specifies the nature of the failure to comply, and the period of notice has elapsed;

- (b) a Party has given the other Party at least 60 days written notice, or other notice period as identified in Schedule H, that the Agreement is to end and the period of notice has elapsed;
- (c) an Insolvency Event has occurred and the Province has given the Contractor notice that, for that reason, this agreement has ended or will end on a specified date and that date has arrived;
- (d) the Agreement has been terminated under section 50; or
- (e) the Term has expired.

48. If the Agreement ends under section 47, or an ending of the Agreement under section 47 is foreseeable by the Parties, the Parties may develop a negotiated withdrawal of Services plan which may include adjustments to the Services, during the notice period and where such adjustments constitute a material change, the Parties may negotiate the applicable Agreement or Schedules. The negotiated withdrawal of Services may include the disposition of property, other than real property, purchased solely with funds from the Province and your obligations to us and others and will be informed by, but not limited to, the following considerations:

- (a) whether you are going to continue to provide contracted services for the Province;
- (b) whether the property can be used by another contractor for the benefit of a client;
- (c) the value of the property;
- (d) whether or not you are intending to continue to remain in business;
- (e) your rental or lease obligations;
- (f) your obligations to union and non union employees;
- (g) the impact on clients;
- (h) records retention and/or disposition.

49. If either Party terminates the Agreement under sections 47, or we terminate it under section 50, we must pay you that portion of the fees and expenses described in Schedule B of the Agreement which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under the Agreement.

50. Despite any other provision, we may terminate the Agreement immediately if we determine that your failure to comply with the Agreement places the health or safety of any person receiving Services at risk, as determined by us.

OWNERSHIP

51. The Contractor acknowledges and agrees that the Province exclusively owns:

- (a) the Province's Records, including copyright therein;
- (b) any property provided by the Province to the Contractor or a Subcontractor for the purposes of this Agreement unless the Province has indicated in writing that the

property provided is to be owned by the Contractor or Subcontractor, as applicable;
and,

- (c) any property acquired by the Contractor solely with funds obtained from the Province under this Agreement if it has been specified in Schedule G that the property is to be owned by the Province.

52. The Province acknowledges and agrees that the Contractor exclusively owns the Contractor's Records including copyright therein.

GENERAL

53. You are an independent contractor and not our employee, agent, or partner.

54. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed the Agreement on your behalf to enter into and execute the Agreement on your behalf without affixing your common seal.

55. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.

56. The Agreement is governed by and is to be construed in accordance with the laws of British Columbia.

57. Time is of the essence in the Agreement.

58. Any notice contemplated by the Agreement, to be effective, must be in writing and either

- (a) sent by fax to the addressee's fax number specified in the Agreement,
- (b) delivered by hand to the addressee's address specified in the Agreement,
- (c) delivered by email to the addressee's email address as specified in the Agreement,
- (d) mailed by prepaid registered mail to the addressee's address specified in the Agreement
- (e) delivered by courier to the addressee's address as specified in the Agreement, or
- (f) sent by any other method as agreed upon in advance.

Either of the Parties may give notice to the other of a substitute address, email or fax number from time to time.

59. A waiver of any term of the Agreement or of any breach by you of the Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.

60. No modification of the Agreement is effective unless it is in writing and signed by the Parties.

61. Except where the contract has ended under section 47 or notice has been given to terminate under sections 47 or 50, all disputes arising out of or in connection with the Agreement or in

respect of any defined legal relationship associated with it or derived from it must, unless the Parties otherwise agree, be dealt with in accordance to the Conflict Resolution Protocol, located on the Ministry for Children and Family Development's website. If the Parties are unable to resolve the dispute by using the Conflict Resolution Protocol, all disputes arising out of or in connection with the Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the Parties otherwise agree, be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Center, under its rules.

62. If there is a conflict between a provision in a schedule of the Service Agreement and any other provision of the Terms and Conditions, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of the Terms and Conditions.
63. The Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in the Agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
64. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to them by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.
65. Sections 37, 38, 51 and 52, any accrued by unpaid payment obligations, and any other sections of this Agreement which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.
66. The headings in this Agreement are included for convenience only and do not form part of the Agreement.