

SERVICE AGREEMENT



MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT

 BRITISH COLUMBIA	Ministry of Children and Family Development	MINISTRY SERVICE AGREEMENT: FT11711001
		DOING BUSINESS AS: B.C. FAMILY HEARING RESOURCE SOCIETY Agreement Name: Early Intervention Program

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>B.C. FAMILY HEARING RESOURCE SOCIETY</u> (Legal Name) (the "Contractor", "you", or "your" as applicable) at the following address:
201 13680 105A AVENUE SURREY, B.C. CANADA V3T 2B3 Fax Number: (604)501-3141 Email:	15220 92 AVE SURREY, BC V3R 2T8 Fax Number: (604)584-2800 Email: nsimmons@bcfamilyhearing.com
The term for the Service Agreement begins on: <u>01/09/2016</u> and ends on <u>31/08/2017</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 1.1 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 H - ADDITIONAL TERMS
- SCHEDULE I - REPORTING REQUIREMENTS

(collectively, the "Agreement")

SIGNED AND DELIVERED on the <u>16TH</u> day of <u>SEPTEMBER</u> , <u>2016</u> on behalf of the Province by its duly authorized representative Signature: <u></u> Print Name: <u>Elizabeth Shields</u> Position: <u>Community Services Manager or Designate</u> Responsibility Centre: <u>MGR COMM SVCE E SURREY</u>	SIGNED AND DELIVERED on the <u>31st</u> day of <u>August</u> , <u>2016</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>Noreen Simmons</u> Position: <u>Executive Director or Designate</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 01/09/2016 to 31/08/2017

Total Amount of Agreement (not including any applicable taxes)

\$289,893.42

Allocation by Programs and Services

Programs			
Early Intervention Therapy			
	Intervention - General		\$286,353.84
		Sub-Total	\$286,353.84
		Total	\$286,353.84

Allocation by Community

Communities Served			
Surrey			
		Total	\$289,893.42

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		\$289,893.42
		Sub-Total	\$289,893.42
		Total	\$289,893.42

SCHEDULE A - SERVICES

Annual Allocation Summary

- 1.1 The annualized amounts over the term of the contract are as follows:
 - (a) Effective September 1, 2016 \$286,353.84
 - (b) Effective February 1, 2017 \$288,558.72
- 1.2 **Service Units**

A Service Unit v. II is defined as "an hour of service provision to an identified Client, or group of Clients, and will include such activities as face to face contact, Client specific report writing, Client specific telephone calls, case management meetings, case consultation and case supervision, training where pre-approved by the MCFD as billable, and community meetings and travel directly related to contracted services. Activities that do not fall under the definition of Service Unit include program information inquiries of a general nature, statistical or data collection, team meetings, organization staff training, development and supervision."
- 1.3 The calculation submitted by the Contractor indicates that one (1.0) FTE converts to 1,265 service units per annum.
- 1.4 A total of 2,782 service units per annum will be provided.
- 1.5 In the event the monitoring of units of services provided against units of services contracted yields a negative difference, the Ministry contract manager will engage the Contractor in a collaborative process to reconcile and address the issues arising. The Ministry and Contractor will determine an understanding of such differences, and will establish a mutually agreed plan that will, over the term of the contract, provide these aggregate and overall units of service
- 1.6 Notwithstanding the above, the Ministry and Contractor may, at any time, mutually agree to re-allocate resources within the contract to meet changing demands in services.
- 1.7 Both parties acknowledge that it is the Ministry's commitment that units of service are used as a measure of performance accountability, and that within the term of the existing contract the analysis of this data is primarily developmental in nature.
- 1.8 The Contractor is accountable for the total contract units per annum, and any allocations are forecasted based on anticipated usage.

Inputs

- 2.1 **Service Delivery Model**

The current structure includes the following FTE allocations:

 - (a) 2.2 FTE Direct
 - (b) 0.27 FTE Admin
- 2.2 Speech Language Pathologists will have a minimum of a Master's Degree in Speech Language Pathology and membership in good standing with College of Speech and Hearing Health Professionals of BC.
- 2.3 Speech-Language Pathologists may be supported by Speech/Language Assistants to augment services in accordance with professional standards guidelines. This will maximize the service provision of Speech/Language services.
- 2.4 Clinical and administrative supervision will be provided regularly and as required, as per accreditation standards.

Program Description

- 3.1 **Desired Outcomes**

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

- (a) Children receiving services will demonstrate improvement in speech/language functioning (for example, phonological disorder, language delay, augmentative and alternative communication needs, dysfluency.
- (b) To reduce or eliminate speech/language disabilities and delays in the children receiving services.

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

3.2 Service Description

Early Childhood Speech/Language services will be offered on site and, where possible, at sites appropriate for the client and their family.

This service is primarily “Speech Only”. The definition of “Speech Only” refers to services provided to children between the ages of birth and school entry whose special need is limited to requiring speech/language services or interventions only, with the understanding that the special need may or may not be associated with a hearing disability. “Speech Only,” is defined within the range of services provided in the Fraser Region by various service providers coordinated via the “Coordinated Referral and Oversight Committee for Speech Language Services” (CROCSLS), which includes Ministry of Children and Family Development representation.

“Speech Plus” is defined as meaning children who have a special need in addition to a Speech/Language delay or disability. “Speech Plus” services will be referred back to the Central Referral Office for redirection to the appropriate agency.

The service will be family-centered and child-focused, strengths-based and individualized. The services funded in this component schedule will be provided in the context of an integrated Early Intervention system with other service providers as appropriate.

3.3 Target Population

- (a) Preschool aged children (birth to school entry), living in Surrey, who require rehabilitation in relation to a speech/language disability or delay.
- (b) The exact geographic boundaries within Surrey are subject to periodic reconfiguration as per the allocation and distribution identified through the CROCSLS Committee, and the Community Service Manager will be notified, in writing, of any change to these boundaries. The current boundary configuration dictates service provision between 92nd Avenue and 0 Avenue, and between King George Highway and 196th Street
- (c) The exact target population may, at regular intervals, be re-defined by the CROCSLS to best meet the needs of clients and minimize wait list delays.

3.4 Referral Sources and Processes

- (a) Referrals will be accepted from sources such as medical doctors, public health nurses, audiologists, daycare/preschool providers and parents.
- (b) The co-ordination of the referral process and service delivery between the Contractor and , The Centre for Child Development (CCDLM), REACH SOCIETY, Langley Children’s Society, the Fraser Health Authority, and the Ministry will occur to increase transparency and access to service families and referrers.
- (c) Referrals for speech services will be coordinated via the Central Referral Office for Speech and Language Services for children aged birth to school entry.

3.5 Activities

Activities may include, but will not be limited to the following:

- (a) Intake/Initial Consultation Relevant history is recorded; parents are oriented to the services available from both BC Hearing and other community service providers; parents are informed of their rights and responsibilities; and observations of the child are made.
- (b) Assessment Administration of appropriate communication assessments, in keeping with best practices. Clients will receive an initial assessment of their communication within three months of commencing services, both in writing and verbally.
- (c) Individual Family Service Plan A coordinated, collaborative, goal focused service plan is developed with the client and family. The first Individual Family Service Plan (IFSP) should be in place within three months of the Intake/Initial Consultation. The IFSP should be reviewed every three to six months.
- (d) Individual and Group Sessions Individual and Group sessions are offered for a set block of time on a weekly/bi-weekly basis. The Speech/Language Pathologist (SLP) and the parents work together as partners in the process as they develop speech and language goals and implement therapy activities. In addition, each session provides an opportunity for observing the child's learning style, evaluating progress, and identifying further strengths and concerns. Working in groups allows for children to learn to interact with their peers as well as provide parent connections and support. These have been shown to be of benefit to the development of children with communication difficulties.
- (e) Home Program and Follow-up Consultation Together the parents and SLP select a developmentally appropriate speech or language goal. Each goal is then broken into small steps with specific activities to be carried out by the parents at home. The SLP provides information and training to the parents, so that they can work with their own child. The family returns periodically to the Centre for program review and support.
- (f) Preschool/Daycare Consultation/Training. The SLPs provide important information and training to preschool/daycare staff who have a child with communication concerns in their program. Observations at the child's preschool/daycare allow the SLP to see the child in another environment (with peers) where the child's communication strengths and needs may be different than at our Centre.
- (g) Parent Training/Education Workshops Parent workshops are provided, depending on client need. These workshops are designed to provide parents with more information about speech and language development and strategies for facilitating development.
- (h) Infant Development Program Consultation One to two times monthly, our speech/language pathologists accompany Infant Development Consultants on their home visits to children at risk for developmental delays. We provide suggestions/ strategies for stimulating communication development. The SLP has the opportunity to recommend a referral for SLP services when needed. Doing joint visits with community service providers allows for an exchange of knowledge and expertise.
- (i) Community Workshops Depending on need, the SLPs provide a variety of workshops to community service providers on topics such as helping enhance speech and language development, the relationship between play and language development, and adapting songs and stories to target specific communication goals.
- (j) Transition to Kindergarten According to best practice it is beneficial for the Contractor's service providers to assist families with transition from Early Intervention services to school based services. Speech/Language Pathologists will provide information to parents about school based services and the transition, will transfer relevant information to the School, and will attend transition meetings whenever possible.
- (k) Discharge Service Completion occurs when the goals for the child are fully met, his/her development is within age appropriate standards, the family no longer wishes to access the services, services are not accessed in the preceding year with no written plan for continuation, the child and family move out of the catchment area, and/or the child enters the school system and no longer requires the service

3.6 Anticipated Outputs

Caseloads will service 50 to 70 children and families in any given month.

Referral and Intake Process

4.1 The intake process will be mutually agreed upon.

4.2 The Contractor will be responsible for waitlist management with an emphasis on the management of risk. The Ministry, at its discretion, may determine the prioritization of referral types.

4.3 If referrals are below anticipated levels, the Ministry and Contractor may elect to:

- (a) change eligibility criteria;
- (b) shift service unit allocations within the contract;
- (c) advertise program details, start dates, etc. with Ministry staff and others as appropriate; or
- (d) some other remedial action negotiated between the Contractor and the Ministry.

The action chosen will be negotiated between the Contractor and the Community Services Manager or their designate. Any change to the contract will be affirmed in writing; a copy will be sent to the Contractor and a copy kept on the Ministry contract file.

4.4 Where the Ministry is the sole or primary referral source, the Contractor will advise the appointed Ministry representative with details of referral volumes within 10 working days of month end. The Contractor and Community Services Manager or designate will then negotiate a resolution.

Reporting Requirements

5.1 The Ministry-approved output reporting templates will be submitted by the 15th of the month for the period of the previous complete calendar month. The Community Services Manager for each community will receive a copy of the monthly SIRF report directly from the agency;

5.2 Where applicable, client-specific reporting will be provided in the form and frequency required;

5.3 Reporting related to outputs, outcomes and trends will be provided as follows:

- a) A brief summary report relating to outputs, outcomes and trends will be provided three months prior to the end date of the term of this contract;
- b) An annual summary report on outputs and outcomes will be provided.

5.4 Financial reporting must include the Contractor Revenue and Expense Report for the six months directly following the contract start date. This report is to be submitted within 15 business days of the end of the period.

5.5 An annual financial statement, completed in accordance with Canadian accounting standards as described in the Canadian Institute of Chartered Accountants (CICA) Handbook and on a fund accounting basis, will be submitted six months after the Contractor's fiscal year end as per the Agreement.

5.6 Other information as may be requested by the Province.

Relevant Legislation, Policies and Guidelines

6.1 The provision of services must comply with the following legislative standards and guidelines:

- (a) *Child, Family and Community Services Act* (CFCSA).

6.2 The Contractor will, with respect to the service deliverables herein, comply with the policies set out in the following:

- (a) MCFD Accreditation Policy;
- (b) MCFD Integrated Case Management Policy; and,
- (c) MCFD Complaint Resolution Process Policy.

PROGRAMS

Early Intervention Therapy

TARGET POPULATION: Children birth to schoolage who have a suspected or identified developmental delay and/or disability.

OUTCOME: Children achieve optimum development and/or functional gains

SERVICE: INTERVENTION - GENERAL		Total Amount	\$286,353.84
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	Speech - Language Pathologist		
Output Indicators	# Service Units	Quantity	2782
Reporting Frequency	Monthly		
Core Business Area	ECD, Child Care and Children and Youth with Special Needs		
Business Area	Children and Youth with Special Needs		
Communities Served	Surrey		
	Recipient(s)	0 to 6 years	Amount \$286,353.84

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 \$289,893.42 (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 September, 2016 as provided in the following payment schedule:

From	To	Amount	Total
September 1, 2016	August 31, 2017	\$23,862.82	\$286,353.84
			\$286,353.84

2.2 One-Time-Only Payments and Additional Costs

We will pay you the amount of \$3,539.58 as specified:

Additional Cost - Service Providers	\$3,539.58
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Additional Costs

General Wage Increase 2016-2017	Amount	\$3,539.58
	Total Amount	\$3,539.58

ADDITIONAL COSTS DESCRIPTION

From	To	Increase to Monthly Payment Amount	Total
Lump Sum Payment (CA and GWI)			\$2,253.40
February 1, 2017	August 31, 2017	\$183.74	\$1,286.18
			\$3,539.58

A lump sum payment in the amount of \$2,253.40 is to cover the Comparability Adjustment and General Wage Increase between the dates of April 1, 2016 and August 31, 2016.

Effective September 1, 2016, your monthly payment will increase by \$450.68 from the 2.5% Comparability Adjustment from \$23,412.14 to \$23,862.82.

Effective February 1, 2017, your monthly payment will increase by \$183.74, from \$23,862.82 to \$24,046.56 as a result of a 1.0% General Wage Increase.

As a result of the Economic Stability Mandate, your contract funding has increased by \$6,694.34, and annualized baseline funding has increased by \$7,613.04, from \$280,945.68 to \$288,558.72

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

- A. On behalf of the Contractor, the Province will purchase and maintain Commercial General Liability insurance (Master Insurance Program) in the amount of \$2,000,000 inclusive per occurrence against personal injury (including bodily injury), third party property damage arising out of the Contractor's performance of the Services set out in this Agreement.
- B. The Contractor is responsible for and will pay any deductible under the Master Insurance Program.
- C. The Province will obligate the Master Insurance Program's managing broker to provide the Contractor with a Certificate of Insurance and a copy of the Master Insurance Program policy wording.
- D. The Province will take reasonable steps to ensure the coverage specified in section A 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.
- E. The Province does not represent or warrant that the Master Insurance Program covers any and all losses. The Contractor is responsible for ascertaining the exact nature and extent of coverage of the Master Insurance Program as well as the terms and conditions of the Master Insurance Program policy wording. No term or condition of this Agreement amends, extends or alters the coverage afforded by the Master Insurance Program policy wordings.
- F. Where the contractor uses a vehicle to perform the services as described in Schedule A 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.
- G. 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 section A.

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:	Community Services Manager or Designate	Executive Director or Chairperson
Stage Two:	Executive Director of Service	Executive Director or Chairperson
Stage Three:	Deputy Minister or Designate	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 obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. 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.

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.

SERVICE AGREEMENT



MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT



Ministry of
Children and Family
Development

MINISTRY SERVICE AGREEMENT:
FT11711001

DOING BUSINESS AS: B.C. FAMILY
HEARING RESOURCE SOCIETY
Agreement Name: Early Intervention Program

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:

UNIT 8-15355 102A AVENUE
SURREY, B.C.
CANADA V3R 7K1
Fax Number:
Email: elizabeth.shields@gov.bc.ca

AND
B.C. FAMILY HEARING RESOURCE SOCIETY
(Legal Name)

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

15220 92 AVE
SURREY, BC
V3R 2T8
Fax Number: (604)584-2800
Email: nsimmons@bcfamilyhearing.com

The term for the Service Agreement begins on:

01/09/2017
(Day/Month/Year)

and ends on

31/08/2018
(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 1.1 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 H - ADDITIONAL TERMS
- SCHEDULE I - REPORTING REQUIREMENTS

(collectively, the "Agreement")

SIGNED AND DELIVERED on the 26 day of
Sept., 2017 on behalf of the Province by its
duly authorized representative

Signature: Elizabeth Shields
Print Name: Elizabeth Shields
Position: Director of Operations or Designate
Responsibility Centre: MGR COMM SVCE E SURREY

SIGNED AND DELIVERED on the 21st day of
Sept., 2017 by or on behalf of the Contractor (or by its
authorized signatory or signatories if the Contractor is a corporation)

Signature: Noreen Simmons
Print Name: Noreen Simmons
Position: Executive Director or Designate
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 01/09/2017 to 31/08/2018

Total Amount of Agreement (not including any applicable taxes)

\$297,729.23

Allocation by Programs and Services

Programs			
Early Intervention Therapy			
	Intervention - General		\$294,113.52
		Sub-Total	\$294,113.52
		Total	\$294,113.52

Allocation by Community

Communities Served			
Surrey			
		Total	\$297,729.23

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	\$297,729.23
	Sub-Total	\$297,729.23
	Total	\$297,729.23

SCHEDULE A - SERVICES

Annual Allocation Summary

- 1.1 The annualized amounts over the term of the contract are as follows:
 - (a) Effective September 1, 2017 \$294,113.52
 - (b) Effective February 1, 2018 \$296,344.20
- 1.2 **Service Units**

A Service Unit v. II is defined as "an hour of service provision to an identified Client, or group of Clients, and will include such activities as face to face contact, Client specific report writing, Client specific telephone calls, case management meetings, case consultation and case supervision, training where pre-approved by the MCFD as billable, and community meetings and travel directly related to contracted services. Activities that do not fall under the definition of Service Unit include program information inquiries of a general nature, statistical or data collection, team meetings, organization staff training, development and supervision."
- 1.3 The calculation submitted by the Contractor indicates that one (1.0) FTE converts to 1,265 service units per annum.
- 1.4 A total of 2,782 service units per annum will be provided.
- 1.5 In the event the monitoring of units of services provided against units of services contracted yields a negative difference, the Ministry contract manager will engage the Contractor in a collaborative process to reconcile and address the issues arising. The Ministry and Contractor will determine an understanding of such differences, and will establish a mutually agreed plan that will, over the term of the contract, provide these aggregate and overall units of service
- 1.6 Notwithstanding the above, the Ministry and Contractor may, at any time, mutually agree to re-allocate resources within the contract to meet changing demands in services.
- 1.7 Both parties acknowledge that it is the Ministry's commitment that units of service are used as a measure of performance accountability, and that within the term of the existing contract the analysis of this data is primarily developmental in nature.
- 1.8 The Contractor is accountable for the total contract units per annum, and any allocations are forecasted based on anticipated usage.

Inputs

- 2.1 **Service Delivery Model**

The current structure includes the following FTE allocations:

 - (a) 2.2 FTE Direct
 - (b) 0.27 FTE Admin
- 2.2 Speech Language Pathologists will have a minimum of a Master's Degree in Speech Language Pathology and membership in good standing with College of Speech and Hearing Health Professionals of BC.
- 2.3 Speech-Language Pathologists may be supported by Speech/Language Assistants to augment services in accordance with professional standards guidelines. This will maximize the service provision of Speech/Language services.
- 2.4 Clinical and administrative supervision will be provided regularly and as required, as per accreditation standards.

Program Description

- 3.1 **Desired Outcomes**

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

- (a) Children receiving services will demonstrate improvement in speech/language functioning (for example, phonological disorder, language delay, augmentative and alternative communication needs, dysfluency).
- (b) To reduce or eliminate speech/language disabilities and delays in the children receiving services.

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

3.2 Service Description

Early Childhood Speech/Language services will be offered on site and, where possible, at sites appropriate for the client and their family.

This service is primarily "Speech Only". The definition of "Speech Only" refers to services provided to children between the ages of birth and school entry whose special need is limited to requiring speech/language services or interventions only, with the understanding that the special need may or may not be associated with a hearing disability. "Speech Only," is defined within the range of services provided in the Fraser Region by various service providers coordinated via the "Coordinated Referral and Oversight Committee for Speech Language Services" (CROCSLS), which includes Ministry of Children and Family Development representation.

"Speech Plus" is defined as meaning children who have a special need in addition to a Speech/Language delay or disability. "Speech Plus" services will be referred back to the Central Referral Office for redirection to the appropriate agency.

The service will be family-centered and child-focused, strengths-based and individualized. The services funded in this component schedule will be provided in the context of an integrated Early Intervention system with other service providers as appropriate.

3.3 Target Population

- (a) Preschool aged children (birth to school entry), living in Surrey, who require rehabilitation in relation to a speech/language disability or delay.
- (b) The exact geographic boundaries within Surrey are subject to periodic reconfiguration as per the allocation and distribution identified through the CROCSLS Committee, and the Community Service Manager will be notified, in writing, of any change to these boundaries. The current boundary configuration dictates service provision between 92nd Avenue and 0 Avenue, and between King George Highway and 196th Street
- (c) The exact target population may, at regular intervals, be re-defined by the CROCSLS to best meet the needs of clients and minimize wait list delays.

3.4 Referral Sources and Processes

- (a) Referrals will be accepted from sources such as medical doctors, public health nurses, audiologists, daycare/preschool providers and parents.
- (b) The co-ordination of the referral process and service delivery between the Contractor and , The Centre for Child Development (CCDLM), REACH SOCIETY, Langley Children's Society, the Fraser Health Authority, and the Ministry will occur to increase transparency and access to service families and referrers.
- (c) Referrals for speech services will be coordinated via the Central Referral Office for Speech and Language Services for children aged birth to school entry.

3.5 Activities

Activities may include, but will not be limited to the following:

- (a) Intake/Initial Consultation Relevant history is recorded; parents are oriented to the services available from both BC Hearing and other community service providers; parents are informed of their rights and responsibilities; and observations of the child are made.
- (b) Assessment Administration of appropriate communication assessments, in keeping with best practices. Clients will receive an initial assessment of their communication within three months of commencing services, both in writing and verbally.
- (c) Individual Family Service Plan A coordinated, collaborative, goal focused service plan is developed with the client and family. The first Individual Family Service Plan (IFSP) should be in place within three months of the Intake/Initial Consultation. The IFSP should be reviewed every three to six months.
- (d) Individual and Group Sessions Individual and Group sessions are offered for a set block of time on a weekly/bi-weekly basis. The Speech/Language Pathologist (SLP) and the parents work together as partners in the process as they develop speech and language goals and implement therapy activities. In addition, each session provides an opportunity for observing the child's learning style, evaluating progress, and identifying further strengths and concerns. Working in groups allows for children to learn to interact with their peers as well as provide parent connections and support. These have been shown to be of benefit to the development of children with communication difficulties.
- (e) Home Program and Follow-up Consultation Together the parents and SLP select a developmentally appropriate speech or language goal. Each goal is then broken into small steps with specific activities to be carried out by the parents at home. The SLP provides information and training to the parents, so that they can work with their own child. The family returns periodically to the Centre for program review and support.
- (f) Preschool/Daycare Consultation/Training. The SLPs provide important information and training to preschool/daycare staff who have a child with communication concerns in their program. Observations at the child's preschool/daycare allow the SLP to see the child in another environment (with peers) where the child's communication strengths and needs may be different than at our Centre.
- (g) Parent Training/Education Workshops Parent workshops are provided, depending on client need. These workshops are designed to provide parents with more information about speech and language development and strategies for facilitating development.
- (h) Infant Development Program Consultation One to two times monthly, our speech/language pathologists accompany Infant Development Consultants on their home visits to children at risk for developmental delays. We provide suggestions/ strategies for stimulating communication development. The SLP has the opportunity to recommend a referral for SLP services when needed. Doing joint visits with community service providers allows for an exchange of knowledge and expertise.
- (i) Community Workshops Depending on need, the SLPs provide a variety of workshops to community service providers on topics such as helping enhance speech and language development, the relationship between play and language development, and adapting songs and stories to target specific communication goals.
- (j) Transition to Kindergarten According to best practice it is beneficial for the Contractor's service providers to assist families with transition from Early Intervention services to school based services. Speech/Language Pathologists will provide information to parents about school based services and the transition, will transfer relevant information to the School, and will attend transition meetings whenever possible.
- (k) Discharge Service Completion occurs when the goals for the child are fully met, his/her development is within age appropriate standards, the family no longer wishes to access the services, services are not accessed in the preceding year with no written plan for continuation, the child and family move out of the catchment area, and/or the child enters the school system and no longer requires the service

3.6 Anticipated Outputs

Caseloads will service 50 to 70 children and families in any given month.

Referral and Intake Process

4.1 The intake process will be mutually agreed upon.

- 4.2 The Contractor will be responsible for waitlist management with an emphasis on the management of risk. The Ministry, at its discretion, may determine the prioritization of referral types.
- 4.3 If referrals are below anticipated levels, the Ministry and Contractor may elect to:
- (a) change eligibility criteria;
 - (b) shift service unit allocations within the contract;
 - (c) advertise program details, start dates, etc. with Ministry staff and others as appropriate; or
 - (d) some other remedial action negotiated between the Contractor and the Ministry.
- The action chosen will be negotiated between the Contractor and the Community Services Manager or their designate. Any change to the contract will be affirmed in writing; a copy will be sent to the Contractor and a copy kept on the Ministry contract file.
- 4.4 Where the Ministry is the sole or primary referral source, the Contractor will advise the appointed Ministry representative with details of referral volumes within 10 working days of month end. The Contractor and Community Services Manager or designate will then negotiate a resolution.

Reporting Requirements

- 5.1 The Ministry-approved output reporting templates will be submitted by the 15th of the month for the period of the previous complete calendar month. The Community Services Manager for each community will receive a copy of the monthly SIRC report directly from the agency;
- 5.2 Where applicable, client-specific reporting will be provided in the form and frequency required;
- 5.3 Reporting related to outputs, outcomes and trends will be provided as follows:
- a) A brief summary report relating to outputs, outcomes and trends will be provided three months prior to the end date of the term of this contract;
 - b) An annual summary report on outputs and outcomes will be provided.
- 5.4 Financial reporting must include the Contractor Revenue and Expense Report for the six months directly following the contract start date. This report is to be submitted within 15 business days of the end of the period.
- 5.5 An annual financial statement, completed in accordance with Canadian accounting standards as described in the Canadian Institute of Chartered Accountants (CICA) Handbook and on a fund accounting basis, will be submitted six months after the Contractor's fiscal year end as per the Agreement.
- 5.6 Other information as may be requested by the Province.

Relevant Legislation, Policies and Guidelines

- 6.1 The provision of services must comply with the following legislative standards and guidelines:
- (a) *Child, Family and Community Services Act* (CFCSA).
- 6.2 The Contractor will, with respect to the service deliverables herein, comply with the policies set out in the following:
- (a) MCFD Accreditation Policy;
 - (b) MCFD Integrated Case Management Policy; and,
 - (c) MCFD Complaint Resolution Process Policy.

PROGRAMS

Early Intervention Therapy

TARGET POPULATION:	Children birth to schoolage who have a suspected or identified developmental delay and/or disability.			
OUTCOME:	Children achieve optimum development and/orfunctional gains			
SERVICE: INTERVENTION - GENERAL	Total Amount		\$294,113.52	
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	Speech - Language Pathologist			
Output Indicators	# Service Units	Quantity	2782	
Reporting Frequency	Monthly			
Core Business Area	ECD, Child Care and Children and Youth with Special Needs			
Business Area	Children and Youth with Special Needs			
Communities Served				
Surrey	Recipient(s)	0 to 6 years	Amount	\$294,113.52

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 \$297,729.23 (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 September, 2017 as provided in the following payment schedule:

From	To	Amount	Total
September 1, 2017	August 31, 2018	\$24,509.46	\$294,113.52
			\$294,113.52

2.2 One-Time-Only Payments and Additional Costs

We will pay you the amount of \$3,615.71 as specified:

Additional Cost - Service Providers	\$3,615.71
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Additional Costs

General Wage Increase 2017 & 2018	Amount	\$3,615.71
	Total Amount	\$3,615.71

ADDITIONAL COSTS DESCRIPTION

From	To	Increase to Monthly Payment Amount	Total
Lump Sum Payment (CA and GWI)			\$2,314.48
February 1, 2018	August 31, 2018	\$185.89	\$1,301.23
			TOTAL \$3,615.71

A lump sum payment in the amount of **\$2,314.48** is to cover the Comparability Adjustment and General Wage Increase between the dates of 1 April, 2017 and 31 August, 2017.

Effective 1 September, 2017, your monthly payment will increase by **\$462.90** from the **2.5% Comparability Adjustment** from **\$24,046.56** to **\$24,509.46**.

Effective February 1, 2018, your monthly payment will increase by **\$185.89**, from **\$24,509.46** to **\$24,695.35** as a result of a 1.0% General Wage Increase.

As a result of the Economic Stability Mandate, your contract funding has increased by **\$7,835.81** and annualized baseline funding has increased by **\$5,785.48**, from **\$288,558.72** to **\$294,344.20**.

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

- A. On behalf of the Contractor, the Province will purchase and maintain Commercial General Liability insurance (Master Insurance Program) in the amount of \$2,000,000 inclusive per occurrence against personal injury (including bodily injury), third party property damage arising out of the Contractor's performance of the Services set out in this Agreement.
- B. The Contractor is responsible for and will pay any deductible under the Master Insurance Program.
- C. The Province will obligate the Master Insurance Program's managing broker to provide the Contractor with a Certificate of Insurance and a copy of the Master Insurance Program policy wording.
- D. The Province will take reasonable steps to ensure the coverage specified in section A 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.
- E. The Province does not represent or warrant that the Master Insurance Program covers any and all losses. The Contractor is responsible for ascertaining the exact nature and extent of coverage of the Master Insurance Program as well as the terms and conditions of the Master Insurance Program policy wording. No term or condition of this Agreement amends, extends or alters the coverage afforded by the Master Insurance Program policy wordings.
- F. Where the contractor uses a vehicle to perform the services as described in Schedule A 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.
- G. 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 section A.

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:	Executive Director of Service	Executive Director or Chairperson
Stage Three:	Deputy Minister or Designate	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 obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. 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.

Reporting Requirements

The Ministry-approved output reporting templates will be submitted by the 15th of the month for the period of the previous complete calendar month. The Community Services Manager for each community will receive a copy of the monthly SIRF report directly from the agency;

Where applicable, client-specific reporting will be provided in the form and frequency required;

Reporting related to outputs, outcomes and trends will be provided as follows:

- a) A brief summary report relating to outputs, outcomes and trends will be provided three months prior to the end date of the term of this contract;
- b) An annual summary report on outputs and outcomes will be provided.

Financial reporting must include the Contractor Revenue and Expense Report for the six months directly following the contract start date. This report is to be submitted within 15 business days of the end of the period.

An annual financial statement, completed in accordance with Canadian accounting standards as described in the Canadian Institute of Chartered Accountants (CICA) Handbook and on a fund accounting basis, will be submitted six months after the Contractor's fiscal year end as per the Agreement.

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. Not applicable

Additional Reports

- 1.3 Other information as requested by the Province.



Ministry of
Children and Family
Development

AUTHORIZATION TO PAY CONTRACTS

CONTRACT NUMBER

FT11711001

CONTROL NUMBER

Ctrl1808281354

PAYMENTS NOT SUPPORTED BY INVOICE

Original CF25 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (not photocopies) at least three weeks prior to payment being due.

☐ Draft

OCG SUPPLIER#

763888

SITE#

002

A ☒ CONTRACT

☐ GRANT

B Type of Contract:

RENEWAL

PROCUREMENT

PROCESS CODE

600 - Direct Award Other (outside policy)

AIT CODE

300

PO CLASS

C

DESCRIPTION OF
SERVICE

Voluntary support, education or therapy program for families with children and youth with special needs

NAME OF PAYEE(IF SOCIETY, USE REGISTERED NAME)

B.C. FAMILY HEARING RESOURCE SOCIETY

ADDRESS OF PAYEE

15220 92 AVE

CITY, PROVINCE

SURREY, BC

POSTAL CODE

V3R2T8

TOTAL AMOUNT APPROVED

\$339,662.19

FROM

2018-09-01

TO

2019-08-31

RESPONSIBLE OFFICE

18GLA

DATE OF FIRST PAYMENT

1		COMMON PROGRAM NAME			ESM LUMP SUM		<input type="checkbox"/> ANNUALIZE	\$ 0.00
							<input type="checkbox"/> SUBJECT TO GST	
FISCAL YEAR	FREQUENCY	PAY FROM YYYY-MM-DD	PAY TO YYYY-MM-DD	MONTHLY AMOUNT			MONTHLY GST	FISCAL GST
FY 17-18	Lump Sum	2018-02-01	2018-03-31					
RESP	SERVICE LINE	SERVICE LINE DESCRIPTION		STOB	PROJECT	FISCAL AMOUNT		
18GDA	15055	Early Intervention Therapy Program		8007	1800000	\$ 149.56		

2		COMMON PROGRAM NAME			ESM LUMP SUM		<input type="checkbox"/> ANNUALIZE	\$ 0.00
							<input type="checkbox"/> SUBJECT TO GST	
FISCAL YEAR	FREQUENCY	PAY FROM YYYY-MM-DD	PAY TO YYYY-MM-DD	MONTHLY AMOUNT			MONTHLY GST	FISCAL GST
FY 18 -19	Lump Sum	2018-04-01	2018-08-31					
RESP	SERVICE LINE	SERVICE LINE DESCRIPTION		STOB	PROJECT	FISCAL AMOUNT		
18GDA	15055	Early Intervention Therapy Program		8007	1800000	\$ 376.49		

3		COMMON PROGRAM NAME		EARLY INTERVENTION PROGRAM			<input type="checkbox"/> ANNUALIZE		\$ 0.00		
FISCAL YEAR		FREQUENCY		PAY FROM YYYY-MM-DD		PAY TO YYYY-MM-DD		MONTHLY AMOUNT		<input type="checkbox"/> SUBJECT TO GST	
FY 18 -19		Fixed Monthly		2018-09-01		2019-03-31		\$28,196.87		MONTHLY GST	
										FISCAL GST	
RESP		SERVICE LINE		SERVICE LINE DESCRIPTION			STOB	PROJECT		FISCAL AMOUNT	
18GDA		15055		Early Intervention Therapy Program			8007	1800000		\$ 197,378.09	

4		COMMON PROGRAM NAME		EARLY INTERVENTION PROGRAM			<input checked="" type="checkbox"/> ANNUALIZE		\$ 340,219.32		
							<input type="checkbox"/> SUBJECT TO GST				
FISCAL YEAR		FREQUENCY		PAY FROM YYYY-MM-DD		PAY TO YYYY-MM-DD		MONTHLY AMOUNT			
FY 19-20		Fixed Monthly		2019-04-01		2019-08-31		\$28,351.61		MONTHLY GST	
										FISCAL GST	
RESP		SERVICE LINE		SERVICE LINE DESCRIPTION			STOB	PROJECT		FISCAL AMOUNT	
18GDA		15055		Early Intervention Therapy Program			8007	1800000		\$ 141,758.05	

CF25 TOTAL: **\$339,662.19**

MANAGER	Date	All PARTICULARS, CODING, EXTENSIONS AND TOTALS HAVE BEEN CHECKED (ACCOUNTS USE ONLY)
Shields, Elizabeth		
CONTRACT ADMINISTRATOR	PROCUREMENT AND CONTRACT SPECIALIST	
Adams, Rose	McDaniel, Jordan	
COMMENTS	CHARACTER COUNT	66
Contract renewal Sept 1, 2018 - August 31, 2019 plus ESM lump sums		

GEOGRAPHIC REGION	UNION
South Fraser	

600 – Other Purchase Process

The use of this procurement code reflects Agreements where there is an identified need for continuity of service for children, youth and families; there is a longstanding contractual partnership in the provision of Ministry services and well established community partnerships and linkages; and quality of service, reporting requirements and stakeholder feedback meet or exceed expectations. The Ministry intends to develop a procurement plan to more fully address core policy requirements.

SERVICE AGREEMENT



MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT



Ministry of
Children and Family
Development

MINISTRY SERVICE AGREEMENT:
FT11711001

DOING BUSINESS AS: B.C. FAMILY
HEARING RESOURCE SOCIETY
Agreement Name: Early Intervention Program

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:

UNIT 8-15355 102A AVENUE
SURREY, B.C.
CANADA V3R 7K1
Fax Number:
Email: elizabeth.shields@gov.bc.ca

AND
B.C. FAMILY HEARING RESOURCE SOCIETY
(Legal Name)

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

15220 92 AVE
SURREY, BC
V3R 2T8
Fax Number: (604) 584-2800
Email: nsimmons@bcfamilyhearing.com

The term for the Service Agreement begins on:

01/09/2018
(Day/Month/Year)

and ends on

31/08/2019
(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 H - ADDITIONAL TERMS
- SCHEDULE I - REPORTING REQUIREMENTS

(collectively, the "Agreement")

SIGNED AND DELIVERED on the 16th day of
September 2018 on behalf of the Province by its
duly authorized representative

Signature: Elizabeth Shields

Print Name: Elizabeth Shields

Position: Director of Operations or Designate

Responsibility
Centre: MGR COMM SVCE E SURREY

SIGNED AND DELIVERED on the 17th day of
September 2018 by or on behalf of the Contractor (or by its
authorized signatory or signatories if the Contractor is a corporation)

Signature: Noreen Simmons

Print Name: Noreen Simmons

Position: Executive Director or Designate

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 01/09/2018 to 31/08/2019

Total Amount of Agreement (not including any applicable taxes)

\$339,662.19

Allocation by Programs and Services

Programs			
Early Intervention Therapy			
	Intervention - General		\$338,362.44
		Sub-Total	\$338,362.44
		Total	\$338,362.44

Allocation by Community

Communities Served			
Surrey			
		Total	\$339,662.19

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		\$339,662.19
		Sub-Total	\$339,662.19
		Total	\$339,662.19

SCHEDULE A - SERVICES

Annual Allocation Summary

1.1 The annualized amounts over the term of the contract are as follows:

- (a) Effective September 1, 2018 \$337,619.76
- (b) Effective February 1, 2019 \$340,219.32

1.2 Service Units

A Service Unit v. II is defined as "an hour of service provision to an identified Client, or group of Clients, and will include such activities as face to face contact, Client specific report writing, Client specific telephone calls, case management meetings, case consultation and case supervision, training where pre-approved by the MCFD as billable, and community meetings and travel directly related to contracted services. Activities that do not fall under the definition of Service Unit include program information inquiries of a general nature, statistical or data collection, team meetings, organization staff training, development and supervision."

- 1.3 The calculation submitted by the Contractor indicates that one (1.0) FTE converts to 1,265 service units per annum.
- 1.4 A total of 3,301 service units per annum will be provided.
- 1.5 In the event the monitoring of units of services provided against units of services contracted yields a negative difference, the Ministry contract manager will engage the Contractor in a collaborative process to reconcile and address the issues arising. The Ministry and Contractor will determine an understanding of such differences, and will establish a mutually agreed plan that will, over the term of the contract, provide these aggregate and overall units of service
- 1.6 Notwithstanding the above, the Ministry and Contractor may, at any time, mutually agree to re-allocate resources within the contract to meet changing demands in services.
- 1.7 Both parties acknowledge that it is the Ministry's commitment that units of service are used as a measure of performance accountability, and that within the term of the existing contract the analysis of this data is primarily developmental in nature.
- 1.8 The Contractor is accountable for the total contract units per annum, and any allocations are forecasted based on anticipated usage.

Inputs

2.1 Service Delivery Model

The current structure includes the following FTE allocations:

- (a) 2.61 FTE Direct
- (b) 0.27 FTE Admin

- 2.2 Speech Language Pathologists will have a minimum of a Master's Degree in Speech Language Pathology and membership in good standing with College of Speech and Hearing Health Professionals of BC.
- 2.3 Speech-Language Pathologists may be supported by Speech/Language Assistants to augment services in accordance with professional standards guidelines. This will maximize the service provision of Speech/Language services.
- 2.4 Clinical and administrative supervision will be provided regularly and as required, as per accreditation standards.

Program Description

3.1 Desired Outcomes

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

- (a) Children receiving services will demonstrate improvement in speech/language functioning (for example, phonological disorder, language delay, augmentative and alternative communication needs, dysfluency.
- (b) To reduce or eliminate speech/language disabilities and delays in the children receiving services.

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

3.2 Service Description

Early Childhood Speech/Language services will be offered on site and, where possible, at sites appropriate for the client and their family.

This service is primarily "Speech Only". The definition of "Speech Only" refers to services provided to children between the ages of birth and school entry whose special need is limited to requiring speech/language services or interventions only, with the understanding that the special need may or may not be associated with a hearing disability. "Speech Only," is defined within the range of services provided in the Fraser Region by various service providers coordinated via the "Coordinated Referral and Oversight Committee for Speech Language Services" (CROCSLS), which includes Ministry of Children and Family Development representation.

"Speech Plus" is defined as meaning children who have a special need in addition to a Speech/Language delay or disability. "Speech Plus" services will be referred back to the Central Referral Office for redirection to the appropriate agency.

The service will be family-centered and child-focused, strengths-based and individualized. The services funded in this component schedule will be provided in the context of an integrated Early Intervention system with other service providers as appropriate.

3.3 Target Population

- (a) Preschool aged children (birth to school entry), living in Surrey, who require rehabilitation in relation to a speech/language disability or delay.
- (b) The exact geographic boundaries within Surrey are subject to periodic reconfiguration as per the allocation and distribution identified through the CROCSLS Committee, and the Community Service Manager will be notified, in writing, of any change to these boundaries. The current boundary configuration dictates service provision between 92nd Avenue and 0 Avenue, and between King George Highway and 196th Street
- (c) The exact target population may, at regular intervals, be re-defined by the CROCSLS to best meet the needs of clients and minimize wait list delays.

3.4 Referral Sources and Processes

- (a) Referrals will be accepted from sources such as medical doctors, public health nurses, audiologists, daycare/preschool providers and parents.
- (b) The co-ordination of the referral process and service delivery between the Contractor and , The Centre for Child Development (CCDLM), REACH SOCIETY, Langley Children's Society, the Fraser Health Authority, and the Ministry will occur to increase transparency and access to service families and referrers.
- (c) Referrals for speech services will be coordinated via the Central Referral Office for Speech and Language Services for children aged birth to school entry.

3.5 Activities

Activities may include, but will not be limited to the following:

- (a) Intake/Initial Consultation Relevant history is recorded; parents are oriented to the services available from both BC Hearing and other community service providers; parents are informed of their rights and responsibilities; and observations of the child are made.
- (b) Assessment Administration of appropriate communication assessments, in keeping with best practices. Clients will receive an initial assessment of their communication within three months of commencing services, both in writing and verbally.
- (c) Individual Family Service Plan A coordinated, collaborative, goal focused service plan is developed with the client and family. The first Individual Family Service Plan (IFSP) should be in place within three months of the Intake/Initial Consultation. The IFSP should be reviewed every three to six months.
- (d) Individual and Group Sessions Individual and Group sessions are offered for a set block of time on a weekly/bi-weekly basis. The Speech/Language Pathologist (SLP) and the parents work together as partners in the process as they develop speech and language goals and implement therapy activities. In addition, each session provides an opportunity for observing the child's learning style, evaluating progress, and identifying further strengths and concerns. Working in groups allows for children to learn to interact with their peers as well as provide parent connections and support. These have been shown to be of benefit to the development of children with communication difficulties.
- (e) Home Program and Follow-up Consultation Together the parents and SLP select a developmentally appropriate speech or language goal. Each goal is then broken into small steps with specific activities to be carried out by the parents at home. The SLP provides information and training to the parents, so that they can work with their own child. The family returns periodically to the Centre for program review and support.
- (f) Preschool/Daycare Consultation/Training The SLPs provide important information and training to preschool/daycare staff who have a child with communication concerns in their program. Observations at the child's preschool/daycare allow the SLP to see the child in another environment (with peers) where the child's communication strengths and needs may be different than at our Centre.
- (g) Parent Training/Education Workshops Parent workshops are provided, depending on client need. These workshops are designed to provide parents with more information about speech and language development and strategies for facilitating development.
- (h) Infant Development Program Consultation One to two times monthly, our speech/language pathologists accompany Infant Development Consultants on their home visits to children at risk for developmental delays. We provide suggestions/ strategies for stimulating communication development. The SLP has the opportunity to recommend a referral for SLP services when needed. Doing joint visits with community service providers allows for an exchange of knowledge and expertise.
- (i) Community Workshops Depending on need, the SLPs provide a variety of workshops to community service providers on topics such as helping enhance speech and language development, the relationship between play and language development, and adapting songs and stories to target specific communication goals.
- (j) Transition to Kindergarten According to best practice it is beneficial for the Contractor's service providers to assist families with transition from Early Intervention services to school based services. Speech/Language Pathologists will provide information to parents about school based services and the transition, will transfer relevant information to the School, and will attend transition meetings whenever possible.
- (k) Discharge Service Completion occurs when the goals for the child are fully met, his/her development is within age appropriate standards, the family no longer wishes to access the services, services are not accessed in the preceding year with no written plan for continuation, the child and family move out of the catchment area, and/or the child enters the school system and no longer requires the service

3.6 Anticipated Outputs

Caseloads will service 50 to 70 children and families in any given month.

Referral and Intake Process

- 4.1 The intake process will be mutually agreed upon.

4.2 The Contractor will be responsible for waitlist management with an emphasis on the management of risk. The Ministry, at its discretion, may determine the prioritization of referral types.

4.3 If referrals are below anticipated levels, the Ministry and Contractor may elect to:

- (a) change eligibility criteria;
- (b) shift service unit allocations within the contract;
- (c) advertise program details, start dates, etc. with Ministry staff and others as appropriate; or
- (d) some other remedial action negotiated between the Contractor and the Ministry.

The action chosen will be negotiated between the Contractor and the Community Services Manager or their designate. Any change to the contract will be affirmed in writing; a copy will be sent to the Contractor and a copy kept on the Ministry contract file.

4.4 Where the Ministry is the sole or primary referral source, the Contractor will advise the appointed Ministry representative with details of referral volumes within 10 working days of month end. The Contractor and Community Services Manager or designate will then negotiate a resolution.

Relevant Legislation, Policies and Guidelines

5.1 The provision of services must comply with the following legislative standards and guidelines:

- (a) *Child, Family and Community Services Act* (CFCSA).

5.2 The Contractor will, with respect to the service deliverables herein, comply with the policies set out in the following:

- (a) MCFD Accreditation Policy;
- (b) MCFD Integrated Case Management Policy; and,
- (c) MCFD Complaint Resolution Process Policy.

PROGRAMS

Early Intervention Therapy

TARGET POPULATION:	Children birth to schoolage who have a suspected or identified developmental delay and/or disability.			
OUTCOME:	Children achieve optimum development and/or functional gains			
SERVICE: INTERVENTION - GENERAL		Total Amount		\$338,362.44
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	Speech - Language Pathologist			
Output Indicators	# Service Units	Quantity	3301	
Reporting Frequency	Monthly			
Core Business Area	ECD, Child Care and Children and Youth with Special Needs			
Business Area	Children and Youth with Special Needs			
Communities Served				
Surrey	Recipient(s)	0 to 6 years	Amount	\$338,362.44

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 \$339,662.19 (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 September, 2018 as provided in the following payment schedule:

From	To	Amount	Total
September 1, 2018	August 31, 2019	\$28,196.87	\$338,362.44
			\$338,362.44

2.2 One-Time-Only Payments and Additional Costs

We will pay you the amount of \$1,299.75 as specified:

Additional Cost - Service Providers	\$526.05
Additional Cost - Service Providers	\$773.70

Additional Costs

ESM Increase February 1 to August 31, 2018	Amount	\$526.05
Incremental Increase April 1 to August 31, 2019 (\$154.74*5)	Amount	\$773.70
	Total Amount	\$1,299.75

ADDITIONAL COSTS DESCRIPTION

Lump Sum Payment

	February to March 2018	April 2018 to August 31, 2018	Total Lump Sum
17/18 ESD 0.4%	\$149.56	\$373.90	\$523.46
18/19 0.4% CA on ESD		\$1.15	\$1.15
18/19 0.5% GWI on ESD		\$1.44	\$1.44
Total	\$149.56	\$376.49	\$526.05

ESM Increases to Baseline Funding

Type	Baseline Effective Date in Fiscal 18/19	Increase to Fiscal 18/19 Funding	Monthly Increase	Total Increase Annual Baseline
17/18 ESD 0.4% & 0.4% CA, 0.5% GWI on ESD	September 1, 2018	\$527.09		\$903.58
18/19 GWI 1%	February 1, 2019	\$433.26		\$2,599.56

Total		\$960.35	\$137.19	\$3,503.14
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A retroactive lump sum payment in the amount of **\$526.05** is to cover the Economic Stability Dividend between the dates of February 1, 2018 and August 31, 2018.

As a result of the Economic Stability Mandate, fiscal year 2018/19 funding from September 1, 2018 to March 31, 2019 is increased by \$960.35, comprised of \$527.09 for 17/18 ESD 0.4% and \$433.26 for 18/19 GWI to be paid in equal installments.

Effective September 1, 2018, your new monthly amount is increased by \$137.19 to **\$28,196.87**.

Annual baseline funding at the end of fiscal year 2018/19 is increased to **\$340,219.32**.

Effective April 1, 2019, the monthly payment is increased to **\$28,351.61**.

Annual baseline funding at the end of fiscal year 2019/20 remains at **\$340,219.32**.

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

- A. On behalf of the Contractor, the Province will purchase and maintain Commercial General Liability insurance (Master Insurance Program) in the amount of \$2,000,000 inclusive per occurrence against personal injury (including bodily injury), third party property damage arising out of the Contractor's performance of the Services set out in this Agreement.
- B. The Contractor is responsible for and will pay any deductible under the Master Insurance Program.
- C. The Province will obligate the Master Insurance Program's managing broker to provide the Contractor with a Certificate of Insurance and a copy of the Master Insurance Program policy wording.
- D. The Province will take reasonable steps to ensure the coverage specified in section A 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.
- E. The Province does not represent or warrant that the Master Insurance Program covers any and all losses. The Contractor is responsible for ascertaining the exact nature and extent of coverage of the Master Insurance Program as well as the terms and conditions of the Master Insurance Program policy wording. No term or condition of this Agreement amends, extends or alters the coverage afforded by the Master Insurance Program policy wordings.
- F. Where the contractor uses a vehicle to perform the services as described in Schedule A 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.
- G. 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 section A.

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 or Designate	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 obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. 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 Ministry-approved output reporting templates will be submitted by the 15th of the month for the period of the previous complete calendar month. The Community Services Manager for each community will receive a copy of the monthly SIRD report directly from the agency;
 - Where applicable, client-specific reporting will be provided in the form and frequency required;
 - Reporting related to outputs, outcomes and trends will be provided as follows:
 - A brief summary report relating to outputs, outcomes and trends will be provided three months prior to the end date of the term of this contract;
 - An annual summary report on outputs and outcomes will be provided.
 - Financial reporting must include the Contractor Revenue and Expense Report for the six months directly following the contract start date. This report is to be submitted within 15 business days of the end of the period.
 - An annual financial statement, completed in accordance with Canadian accounting standards as described in the Canadian Institute of Chartered Accountants (CICA) Handbook and on a fund accounting basis, will be submitted six months after the Contractor's fiscal year end as per the Agreement.
 - 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. Not applicable

Additional Reports

1.3 Other information as requested by the Province.



Ministry of
Children and Family
Development

AUTHORIZATION TO PAY CONTRACTS

CONTRACT NUMBER

FT11711001

CONTROL NUMBER

Ctrl1908091541

PAYMENTS NOT SUPPORTED BY INVOICE

Original CF25 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (not photocopies) at least three weeks prior to payment being due.

☐ Draft

OCG SUPPLIER#

763888

SITE#

002

A ☒ CONTRACT

☐ GRANT

B Type of Contract:

RENEWAL

PROCUREMENT

PROCESS CODE

600 – Other Purchase Process

AIT CODE

300

PO CLASS

C

DESCRIPTION OF
SERVICE

Voluntary support, education or therapy program for families with children and youth with special needs

NAME OF PAYEE(IF SOCIETY, USE REGISTERED NAME)

B.C. FAMILY HEARING RESOURCE SOCIETY

ADDRESS OF PAYEE

15220 92 AVE

CITY, PROVINCE

SURREY, BC

POSTAL CODE

V3R2T8

TOTAL AMOUNT APPROVED

\$362,248.23

FROM

2019-09-01

TO

2020-08-31

RESPONSIBLE OFFICE

18GDA

DATE OF FIRST PAYMENT

1 COMMON PROGRAM NAME		ESM LUMP SUM			<input type="checkbox"/> ANNUALIZE	\$ 0.00
FISCAL YEAR	FREQUENCY	PAY FROM YYYY-MM-DD	PAY TO YYYY-MM-DD	MONTHLY AMOUNT	<input type="checkbox"/> SUBJECT TO GST	
FY 18 -19	Lump Sum	2019-02-01	2019-03-31		MONTHLY GST	FISCAL GST
RESP	SERVICE LINE	SERVICE LINE DESCRIPTION		STOB	PROJECT	FISCAL AMOUNT
18GDA	15055	Early Intervention Therapy Program		8007	1800000	\$ 285.40

2 COMMON PROGRAM NAME		LUMP SUM SSNM Increase April 1 - Aug 31, 2019			<input type="checkbox"/> ANNUALIZE	\$ 0.00
FISCAL YEAR	FREQUENCY	PAY FROM YYYY-MM-DD	PAY TO YYYY-MM-DD	MONTHLY AMOUNT	<input type="checkbox"/> SUBJECT TO GST	
FY 19-20	Lump Sum	2019-04-01	2019-08-31		MONTHLY GST	FISCAL GST
RESP	SERVICE LINE	SERVICE LINE DESCRIPTION		STOB	PROJECT	FISCAL AMOUNT
18GDA	15055	Early Intervention Therapy Program		8007	1800000	\$ 4,995.05

3 COMMON PROGRAM NAME		EARLY INTERVENTION PROGRAM			<input type="checkbox"/> ANNUALIZE	\$ 0.00
FISCAL YEAR	FREQUENCY	PAY FROM YYYY-MM-DD	PAY TO YYYY-MM-DD	MONTHLY AMOUNT	<input type="checkbox"/> SUBJECT TO GST	
FY 19-20	Fixed Monthly	2019-09-01	2020-03-31	\$29,370.39	MONTHLY GST	FISCAL GST
RESP	SERVICE LINE	SERVICE LINE DESCRIPTION	STOB	PROJECT	FISCAL AMOUNT	
18GDA	15055	Early Intervention Therapy Program	8007	1800000	\$ 205,592.73	

4 COMMON PROGRAM NAME		EARLY INTERVENTION PROGRAM			<input checked="" type="checkbox"/> ANNUALIZE	\$ 363,300.12
FISCAL YEAR	FREQUENCY	PAY FROM YYYY-MM-DD	PAY TO YYYY-MM-DD	MONTHLY AMOUNT	<input type="checkbox"/> SUBJECT TO GST	
FY 20-21	Fixed Monthly	2020-04-01	2020-08-31	\$30,275.01	MONTHLY GST	FISCAL GST
RESP	SERVICE LINE	SERVICE LINE DESCRIPTION	STOB	PROJECT	FISCAL AMOUNT	
18GDA	15055	Early Intervention Therapy Program	8007	1800000	\$ 151,375.05	

CF25 TOTAL: \$362,248.23

MANAGER	Date	All PARTICULARS, CODING, EXTENSIONS AND TOTALS HAVE BEEN CHECKED (ACCOUNTS USE ONLY)
Shields, Elizabeth		
CONTRACT ADMINISTRATOR	PROCUREMENT AND CONTRACT SPECIALIST	
Varkony, Carlys	McDaniel, Jordan	
COMMENTS	CHARACTER COUNT	93
Contract renewal Sept 1, 2019 - August 31, 2020 plus ESM lump sum and SSNM increase Lump Sum.		

GEOGRAPHIC REGION	UNION
South Fraser	


600 – Other Purchase Process

The use of this procurement code reflects Agreements where there is an identified need for continuity of service for children, youth and families; there is a longstanding contractual partnership in the provision of Ministry services and well established community partnerships and linkages; and quality of service, reporting requirements and stakeholder feedback meet or exceed expectations. The Ministry intends to develop a procurement plan to more fully address core policy requirements.

SERVICE AGREEMENT



MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT

 BRITISH COLUMBIA	Ministry of Children and Family Development	MINISTRY SERVICE AGREEMENT: FT11711001
		DOING BUSINESS AS: B.C. FAMILY HEARING RESOURCE SOCIETY Agreement Name: Early Intervention Program

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>B.C. FAMILY HEARING RESOURCE SOCIETY</u> (Legal Name) (the "Contractor", "you", or "your" as applicable) at the following address:
400 15117 101 AVENUE SURREY, B.C. CANADA V3R 8P7 Fax Number: Email: Elizabeth.Shields@gov.bc.ca	15220 92 AVE SURREY, BC V3R 2T8 Fax Number: (604) 584-2800 Email: nsimmons@bcfamilyhearing.com

The term for the Service Agreement begins on: <u>01/09/2019</u> (Day/Month/Year)	and ends on <u>31/08/2020</u> (Day/Month/Year)
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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>15</u> day of <u>August 2019</u> on behalf of the Province by its duly authorized representative Signature: <u>Elizabeth Shields</u> Print Name: <u>Elizabeth Shields</u> Position: <u>Director of Operations or Designate</u> Responsibility: <u>MGR COMM SVCE E SURREY</u> Centre: _____	SIGNED AND DELIVERED on the <u>15th</u> day of <u>August 2019</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature: <u>Noreen R. Simmons</u> Print Name: <u>Noreen Simmons</u> Position: <u>Executive Director or Designate</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 01/09/2019 to 31/08/2020

Total Amount of Agreement (not including any applicable taxes)

\$362,248.23

Allocation by Programs and Services

Programs			
Early Intervention Therapy			
	Intervention - General		\$352,444.68
		Sub-Total	\$352,444.68
		Total	\$352,444.68

Allocation by Community

Communities Served			
Surrey			
			\$362,248.23
		Total	\$362,248.23

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	\$362,248.23
	Sub-Total	\$362,248.23
	Total	\$362,248.23

SCHEDULE A - SERVICES

Annual Allocation Summary

- 1.1 The annualized amounts over the term of the contract are as follows:
- (a) Effective September 1, 2019 \$352,444.68
 - (b) Effective April 1, 2020 \$363,300.12
- 1.2 **Service Units**
- A Service Unit v. II is defined as "an hour of service provision to an identified Client, or group of Clients, and will include such activities as face to face contact, Client specific report writing, Client specific telephone calls, case management meetings, case consultation and case supervision, training where pre-approved by the MCFD as billable, and community meetings and travel directly related to contracted services. Activities that do not fall under the definition of Service Unit include program information inquiries of a general nature, statistical or data collection, team meetings, organization staff training, development and supervision."
- 1.3 The calculation submitted by the Contractor indicates that one (1.0) FTE converts to 1.265 service units per annum.
- 1.4 A total of 3.301 service units per annum will be provided.
- 1.5 In the event the monitoring of units of services provided against units of services contracted yields a negative difference, the Ministry contract manager will engage the Contractor in a collaborative process to reconcile and address the issues arising. The Ministry and Contractor will determine an understanding of such differences, and will establish a mutually agreed plan that will, over the term of the contract, provide these aggregate and overall units of service
- 1.6 Notwithstanding the above, the Ministry and Contractor may, at any time, mutually agree to re-allocate resources within the contract to meet changing demands in services.
- 1.7 Both parties acknowledge that it is the Ministry's commitment that units of service are used as a measure of performance accountability, and that within the term of the existing contract the analysis of this data is primarily developmental in nature.
- 1.8 The Contractor is accountable for the total contract units per annum, and any allocations are forecasted based on anticipated usage.

Inputs

2.1 **Service Delivery Model**

The current structure includes the following FTE allocations:

- (a) 2.61 FTE Direct
 - (b) 0.27 FTE Admin
- 2.2 Speech Language Pathologists will have a minimum of a Master's Degree in Speech Language Pathology and membership in good standing with College of Speech and Hearing Health Professionals of BC.
- 2.3 Speech-Language Pathologists may be supported by Speech/Language Assistants to augment services in accordance with professional standards guidelines. This will maximize the service provision of Speech/Language services.
- 2.4 Clinical and administrative supervision will be provided regularly and as required, as per accreditation standards.

Program Description

3.1 **Desired Outcomes**

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

(a) Children receiving services will demonstrate improvement in speech/language functioning (for example, phonological disorder, language delay, augmentative and alternative communication needs, dysfluency).

(b) To reduce or eliminate speech/language disabilities and delays in the children receiving services.

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

3.2 Service Description

Early Childhood Speech/Language services will be offered on site and, where possible, at sites appropriate for the client and their family.

This service is primarily "Speech Only". The definition of "Speech Only" refers to services provided to children between the ages of birth and school entry whose special need is limited to requiring speech/language services or interventions only, with the understanding that the special need may or may not be associated with a hearing disability. "Speech Only," is defined within the range of services provided in the Fraser Region by various service providers coordinated via the "Coordinated Referral and Oversight Committee for Speech Language Services" (CROCSLS), which includes Ministry of Children and Family Development representation.

"Speech Plus" is defined as meaning children who have a special need in addition to a Speech/Language delay or disability. "Speech Plus" services will be referred back to the Central Referral Office for redirection to the appropriate agency.

The service will be family-centered and child-focused, strengths-based and individualized. The services funded in this component schedule will be provided in the context of an integrated Early Intervention system with other service providers as appropriate.

3.3 Target Population

(a) Preschool aged children (birth to school entry), living in Surrey, who require rehabilitation in relation to a speech/language disability or delay.

(b) The exact geographic boundaries within Surrey are subject to periodic reconfiguration as per the allocation and distribution identified through the CROCSLS Committee, and the Director of Operations will be notified, in writing, of any change to these boundaries. The current boundary configuration dictates service provision between 92nd Avenue and 0 Avenue, and between King George Highway and 196th Street.

(c) The exact target population may, at regular intervals, be re-defined by the CROCSLS to best meet the needs of clients and minimize wait list delays.

3.4 Referral Sources and Processes

(a) Referrals will be accepted from sources such as medical doctors, public health nurses, audiologists, daycare/preschool providers and parents.

(b) The co-ordination of the referral process and service delivery between the Contractor and , The Centre for Child Development (CCDLM), REACH SOCIETY, Langley Children's Society, the Fraser Health Authority, and the Ministry will occur to increase transparency and access to service families and referrers.

(c) Referrals for speech services will be coordinated via the Central Referral Office for Speech and Language Services for children aged birth to school entry.

3.5 Activities

Activities may include, but will not be limited to the following:

(a) Intake/Initial Consultation Relevant history is recorded; parents are oriented to the services available from both BC Hearing and other community service providers; parents are informed of their rights and responsibilities; and observations of the child are made.

- (b) Assessment Administration of appropriate communication assessments, in keeping with best practices. Clients will receive an initial assessment of their communication within three months of commencing services, both in writing and verbally.
- (c) Individual Family Service Plan A coordinated, collaborative, goal focused service plan is developed with the client and family. The first Individual Family Service Plan (IFSP) should be in place within three months of the Intake/Initial Consultation. The IFSP should be reviewed every three to six months.
- (d) Individual and Group Sessions Individual and Group sessions are offered for a set block of time on a weekly/bi-weekly basis. The Speech/Language Pathologist (SLP) and the parents work together as partners in the process as they develop speech and language goals and implement therapy activities. In addition, each session provides an opportunity for observing the child's learning style, evaluating progress, and identifying further strengths and concerns. Working in groups allows for children to learn to interact with their peers as well as provide parent connections and support. These have been shown to be of benefit to the development of children with communication difficulties.
- (e) Home Program and Follow-up Consultation Together the parents and SLP select a developmentally appropriate speech or language goal. Each goal is then broken into small steps with specific activities to be carried out by the parents at home. The SLP provides information and training to the parents, so that they can work with their own child. The family returns periodically to the Centre for program review and support.
- (f) Preschool/Daycare Consultation/Training The SLPs provide important information and training to preschool/daycare staff who have a child with communication concerns in their program. Observations at the child's preschool/daycare allow the SLP to see the child in another environment (with peers) where the child's communication strengths and needs may be different than at our Centre.
- (g) Parent Training/Education Workshops Parent workshops are provided, depending on client need. These workshops are designed to provide parents with more information about speech and language development and strategies for facilitating development.
- (h) Infant Development Program Consultation One to two times monthly, our speech/language pathologists accompany Infant Development Consultants on their home visits to children at risk for developmental delays. We provide suggestions/ strategies for stimulating communication development. The SLP has the opportunity to recommend a referral for SLP services when needed. Doing joint visits with community service providers allows for an exchange of knowledge and expertise.
- (i) Community Workshops Depending on need, the SLPs provide a variety of workshops to community service providers on topics such as helping enhance speech and language development, the relationship between play and language development, and adapting songs and stories to target specific communication goals.
- (j) Transition to Kindergarten According to best practice it is beneficial for the Contractor's service providers to assist families with transition from Early Intervention services to school based services. Speech/Language Pathologists will provide information to parents about school based services and the transition, will transfer relevant information to the School, and will attend transition meetings whenever possible.
- (k) Discharge Service Completion occurs when the goals for the child are fully met, his/her development is within age appropriate standards, the family no longer wishes to access the services, services are not accessed in the preceding year with no written plan for continuation, the child and family move out of the catchment area, and/or the child enters the school system and no longer requires the service

3.6 Anticipated Outputs

Caseloads will service 50 to 70 children and families in any given month.

Referral and Intake Process

- 4.1 The intake process will be mutually agreed upon.
- 4.2 The Contractor will be responsible for waitlist management with an emphasis on the management of risk. The Ministry, at its discretion, may determine the prioritization of referral types.
- 4.3 If referrals are below anticipated levels, the Ministry and Contractor may elect to:
 - (a) change eligibility criteria;
 - (b) shift service unit allocations within the contract;

- (c) advertise program details, start dates, etc. with Ministry staff and others as appropriate; or
- (d) some other remedial action negotiated between the Contractor and the Ministry.

The action chosen will be negotiated between the Contractor and the Director of Operations or their designate. Any change to the contract will be affirmed in writing; a copy will be sent to the Contractor and a copy kept on the Ministry contract file.

- 4.4 Where the Ministry is the sole or primary referral source, the Contractor will advise the appointed Ministry representative with details of referral volumes within 10 working days of month end. The Contractor and Director of Operations or designate will then negotiate a resolution.

Relevant Legislation, Policies and Guidelines

- 5.1 The provision of services must comply with the following legislative standards and guidelines:
 - (a) *Child, Family and Community Services Act (CFCSA)*.
- 5.2 The Contractor will, with respect to the service deliverables herein, comply with the policies set out in the following:
 - (a) MCFD Accreditation Policy;
 - (b) MCFD Integrated Case Management Policy; and,
 - (c) MCFD Complaint Resolution Process Policy.

PROGRAMS

Early Intervention Therapy

TARGET POPULATION:		Children birth to schoolage who have a suspected or identified developmental delay and/or disability.		
OUTCOME:		Children achieve optimum development and/or functional gains		
SERVICE: INTERVENTION - GENERAL		Total Amount		\$352,444.68
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	Speech - Language Pathologist			
Output Indicators	# Service Units	Quantity	3301	
Reporting Frequency	Monthly			
Core Business Area	ECD, Child Care and Children and Youth with Special Needs			
Business Area	Children and Youth with Special Needs			
Communities Served				
Surrey	Recipient(s)	0 to 6 years	Amount	\$352,444.68

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 \$362,248.23 (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 September, 2019 as provided in the following payment schedule:

From	To	Amount	Total
September 1, 2019	August 31, 2020	\$29,370.39	\$352,444.68
			\$352,444.68

2.2 One-Time-Only Payments and Additional Costs

We will pay you the amount of \$9,803.55 as specified:

Additional Cost - Service Providers	\$285.40
Additional Cost - Service Providers	\$2,552.45
Additional Cost - Service Providers	\$2,442.60
Additional Cost - Service Providers	\$4,523.10

Additional Costs

ESD for Feb and March, 2019	Amount	\$285.40
GW1 Increase (2%) April 1 - Aug 31, 2019	Amount	\$2,552.45
LWR Increase (1.90%) April 1 - Aug 31, 2019	Amount	\$2,442.60
April 1, 2020 Incremental Increase	Amount	\$4,523.10
	Total Amount	\$9,803.55

ADDITIONAL COSTS DESCRIPTION

A retroactive lump sum payment in the amount of **\$5,280.45** to cover the 0.75% Economic Stability Dividend (ESD) \$285.40 between the dates of February 1, 2019 and March 31, 2019 and increases under Sustainable Services Negotiating Mandate (SSNM) (comprised of 2% General Wage Increase (GW1) \$2,552.45 and 1.90% Low Wage Redress (LWR) \$2,442.60) between the dates of April 1, 2019 and August 31, 2019 is payable upon execution of this Agreement.

Effective September 1, 2019 your monthly payment will be \$29,370.39. Annual baseline funding for fiscal year 2019/20 is increased by \$11,987.88 (comprised of 0.75% ESD \$1,712.40 under the Economic Stability Mandate, 2% General Wage Increase (GW1) \$5,269.44 and 1.90% Low Wage Redress (LWR) \$5,006.04) under SSNM, from \$340,456.80 to \$352,444.68.

Effective April 1, 2020, your monthly payment will be \$30,275.01. Annual baseline funding for fiscal year 2020/21

is increased by \$10,855.44 (comprised of 2% General Wage Increase (GWI) \$5,427.72 and 2% Low Wage Redress (LWR) \$5,427.72) under SSNM, from \$352,444.68 to **\$363,300.12.**

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 or Designate	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 Ministry-approved output reporting templates will be submitted by the 15th of the month for the period of the previous complete calendar month. The Community Services Manager for each community will receive a copy of the monthly SIRF report directly from the agency;
 - Where applicable, client-specific reporting will be provided in the form and frequency required;
 - Reporting related to outputs, outcomes and trends will be provided as follows:
 - A brief summary report relating to outputs, outcomes and trends will be provided three months prior to the end date of the term of this contract;
 - An annual summary report on outputs and outcomes will be provided.
 - Financial reporting must include the Contractor Revenue and Expense Report for the six months directly following the contract start date. This report is to be submitted within 15 business days of the end of the period.
 - An annual financial statement, completed in accordance with Canadian accounting standards as described in the Canadian Institute of Chartered Accountants (CICA) Handbook and on a fund accounting basis, will be submitted six months after the Contractor's fiscal year end as per the Agreement.
 - 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
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

AUTHORIZATION TO PAY CONTRACTS

CONTRACT NUMBER FT11711001

CONTROL NUMBER Ctrl2008280851

PAYMENTS NOT SUPPORTED BY INVOICE

Original CF25 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (not photocopies) at least three weeks prior to payment being due.

☐ Draft OCG SUPPLIER# 763888 SITE# 002

A <input checked="" type="radio"/> CONTRACT <input type="radio"/> GRANT	B Type of Contract: MODIFICATION
PROCUREMENT PROCESS CODE 600 – Other Purchase Process	AIT CODE 300 PO CLASS C

NAME OF PAYEE(IF SOCIETY, USE REGISTERED NAME)
B.C. FAMILY HEARING RESOURCE SOCIETY

ADDRESS OF PAYEE 15220 92 AVE CITY, PROVINCE SURREY, BC POSTAL CODE V3R2T8

TOTAL AMOUNT APPROVED \$392,523.24 FROM 2019-09-01 TO 2020-09-30

RESPONSIBLE OFFICE 18GLA DATE OF FIRST PAYMENT

1		COMMON PROGRAM NAME			EARLY INTERVENTION PROGRAM		<input checked="" type="checkbox"/> ANNUALIZE		\$ 363,300.12		
							<input type="checkbox"/> SUBJECT TO GST				
FISCAL YEAR		FREQUENCY	PAY FROM YYYY-MM-DD	PAY TO YYYY-MM-DD	MONTHLY AMOUNT			MONTHLY GST	FISCAL GST		
FY 20-21		Fixed Monthly	2020-09-01	2020-09-30	\$30,275.01						
RESP		SERVICE LINE	SERVICE LINE DESCRIPTION		STOB	PROJECT	FISCAL AMOUNT				
18GLA		15055	Early Intervention Therapy Program		8007	1800000	\$ 30,275.01				

CF25 TOTAL: **\$30,275.01**

MANAGER	Date	All PARTICULARS, CODING, EXTENSIONS AND TOTALS HAVE BEEN CHECKED (ACCOUNTS USE ONLY)
Shields, Elizabeth		
CONTRACT ADMINISTRATOR	PROCUREMENT AND CONTRACT SPECIALIST	
Howe, Giuliana	McDaniel, Jordan	
COMMENTS	CHARACTER COUNT	29
Contract extended for 1 month, contract coded to GLA as Elizabeth is the EA		
GEOGRAPHIC REGION	UNION	
South Fraser		

600 – Other Purchase Process

The use of this procurement code reflects Agreements where there is an identified need for continuity of service for children, youth and families; there is a longstanding contractual partnership in the provision of Ministry services and well established community partnerships and linkages; and quality of service, reporting requirements and stakeholder feedback meet or exceed expectations. The Ministry intends to develop a procurement plan to more fully address core policy requirements.



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

B.C. FAMILY HEARING RESOURCE SOCIETY
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT11711001, beginning September 01, 2019.
B. The parties have agreed to modify the Agreement effective September 01, 2020.

AGREEMENT

1. The term for the Service Agreement is extended for one (1) month September 1, 2020 to September 30, 2020.
2. **Schedule B – Section 1.1 Aggregate Maximum** is modified to increase the aggregate by **\$30,275.01** (\$30,275.01 x 1 months) to a new aggregate of **\$392,523.24**

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 September, 2020.

SIGNED AND DELIVERED on the <u>8</u> day of <u>Sept.</u> , <u>2020</u> on behalf of the Province by its duly authorized representative Signature: <u>Elizabeth Shields</u> Print Name: <u>Elizabeth Shields</u> Position: <u>Director of Operations or Designate</u> Responsibility Centre:	SIGNED AND DELIVERED on the <u>8th</u> day of <u>Sept.</u> , <u>2020</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature: <u>Noreen Simmons</u> Print Name: <u>Noreen Simmons</u> Position: <u>Executive Director or Designate</u> Signature: Print Name: Position:
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Ministry of
Children and Family
Development

AUTHORIZATION TO PAY CONTRACTS

CONTRACT NUMBER

FT11711001

CONTROL NUMBER

Ctrl2010091028

OCG SUPPLIER#

763888

SITE#

002

PAYMENTS NOT SUPPORTED BY INVOICE

Original CF25 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (not photocopies) at least three weeks prior to payment being due.

Posted

A

Contract

B

Type of Contract:

Renewal

PROCUREMENT PROCESS CODE

600

AIT CODE

300

PO CLASS

C

DESCRIPTION OF SERVICE

0

NAME OF PAYEE(IF SOCIETY, USE REGISTERED NAME)

B.C. FAMILY HEARING RESOURCE SOCIETY

ADDRESS OF PAYEE

15220 92 AVE

CITY, PROVINCE

SURREY, BC

POSTAL CODE

V3R2T8

TOTAL AMOUNT APPROVED

313,128.88

FROM

2020-10-01

TO

2021-08-31

RESPONSIBLE OFFICE

18GLA

DATE OF FIRST PAYMENT


1	COMMON PROGRAM NAME		EARLY INTERVENTION PROGRAM				ANNUALIZE	
							332,266.56	
FISCAL YEAR		FREQUENCY	PAY FROM YYYY-MM-DD	PAY TO YYYY-MM-DD	MONTHLY AMOUNT	MONTHLY GST	FISCAL GST	
FY 20-21		Fixed Monthly	2020-10-01	2021-03-31	27,688.88	0.00	0.00	
RESP	SERVICE LINE	SERVICE LINE DESCRIPTION			STOB	PROJECT	FISCAL AMOUNT	
18GLA	15055	Early Intervention Therapy Program			8007	1800000	166,133.28	
2	COMMON PROGRAM NAME		EARLY INTERVENTION PROGRAM				ANNUALIZE	
							352,789.44	
FISCAL YEAR		FREQUENCY	PAY FROM YYYY-MM-DD	PAY TO YYYY-MM-DD	MONTHLY AMOUNT	MONTHLY GST	FISCAL GST	
FY 21-22		Fixed Monthly	2021-04-01	2021-08-31	29,399.12	0.00	0.00	
RESP	SERVICE LINE	SERVICE LINE DESCRIPTION			STOB	PROJECT	FISCAL AMOUNT	
18GLA	15055	Early Intervention Therapy Program			8007	1800000	146,995.60	

CF25 TOTAL: \$313,128.88		
MANAGER	Date	All PARTICULARS, CODING, EXTENSIONS AND TOTALS HAVE BEEN CHECKED (ACCOUNTS USE ONLY)
Shields, Elizabeth		
CONTRACT ADMINISTRATOR	PROCUREMENT AND CONTRACT SPECIALIST	
Adams, Rose	McDaniel, Jordan	
COMMENTS		
11 month contract renewal.		
GEOGRAPHIC REGION	UNION	
South Fraser		
600 – Other Purchase Process		
The use of this procurement code reflects Agreements where there is an identified need for continuity of service for children, youth and families; there is a longstanding contractual partnership in the provision of Ministry services and well established community partnerships and linkages; and quality of service, reporting requirements and stakeholder feedback meet or exceed expectations. The Ministry intends to develop a procurement plan to more fully address core policy requirements.		

SERVICE AGREEMENT



MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT

 BRITISH COLUMBIA	Ministry of Children and Family Development	MINISTRY SERVICE AGREEMENT: FT11711001
		DOING BUSINESS AS: B.C. FAMILY HEARING RESOURCE SOCIETY Agreement Name: Early Intervention Program

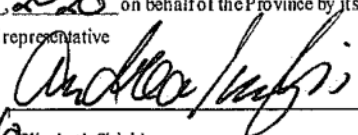

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by The Minister of Children and Family Development (the "Province", "we", "us", or "our" as applicable) at the following address:	AND B.C. FAMILY HEARING RESOURCE SOCIETY (Legal Name) (the "Contractor", "you", or "your" as applicable) at the following address:
400 15117 101 AVENUE SURREY, B.C. CANADA V3R 8P7 Fax Number: Email: Elizabeth.Shields@gov.bc.ca	15220 92 AVE SURREY, BC V3R 2T8 Fax Number: (604)584-2800 Email: nsimmons@bcfamilyhearing.com

The term for the Service Agreement begins on:	01/10/2020 (Day/Month/Year)	and ends on	31/08/2021 (Day/Month/Year)
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**THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THE SERVICE AGREEMENT LOCATED ON THE
MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT'S WEBSITE, VERSION 1.3 DATED FEBRUARY 10, 2020,
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>13</u> day of <u>Oct</u>, <u>2020</u> on behalf of the Province by its duly authorized representative Signature:  Print Name: <u>Elizabeth Shields</u> Position: <u>Director of Operations or Designate</u> Responsibility Centre: <u>MGR COMM SVCE E SURREY</u>	SIGNED AND DELIVERED on the <u>13</u> day of <u>October</u>, <u>2020</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>Noreen Simmons</u> Position: <u>Executive Director or Designate</u> 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 01/10/2020 to 31/08/2021

Total Amount of Agreement (not including any applicable taxes)

\$313,128.88

Allocation by Programs and Services

Programs			
Early Intervention Therapy			
	Intervention - General		\$313,128.88
		Sub-Total	\$313,128.88
		Total	\$313,128.88

Allocation by Community

Communities Served			
Surrey			
		Total	\$313,128.88

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		\$313,128.88
		Sub-Total	\$313,128.88
		Total	\$313,128.88

SCHEDULE A - SERVICES

Annual Allocation Summary

- 1.1 The base funding will be \$352,789.44 per annum.
- 1.2 **Outputs**

Outputs in this Agreement are articulated as Service Units v. II, defined as "an hour of service provision to an identified Client, or group of Clients, and will include such activities as face to face contact, Client specific report writing, Client specific telephone calls, case management meetings, case consultation and case supervision, training where pre-approved by the MCFD as billable, and community meetings and travel directly related to contracted services. Activities that do not fall under the definition of Service Unit include program information inquiries of a general nature, statistical or data collection, team meetings, organization staff training, development and supervision."
- 1.3 The calculation submitted by the Contractor indicates that one (1.0) FTE converts to 1,265 service units per annum.
- 1.4 A total of 3,301 service units per annum will be provided.
- 1.5 In the event the monitoring of units of services provided against units of services contracted yields a negative difference, the Ministry contract manager will engage the Contractor in a collaborative process to reconcile and address the issues arising. The Ministry and Contractor will determine an understanding of such differences, and will establish a mutually agreed plan that will, over the term of the contract, provide these aggregate and overall units of service.
- 1.6 Notwithstanding the above, the Ministry and Contractor may, at any time, mutually agree to re-allocate resources within the contract to meet changing demands in services.
- 1.7 Both parties acknowledge that it is the Ministry's commitment that units of service are used as a measure of performance accountability, and that within the term of the existing contract the analysis of this data is primarily developmental in nature.
- 1.8 Any change to the Agreement will be affirmed in writing; a copy will be sent to the Contractor and a copy kept on the Ministry Agreement file.

Inputs

2.1 **Service Delivery Model**

The current structure includes the following FTE allocations:

- (a) 2.61 FTE Direct
 - (b) 0.27 FTE Admin
- 2.2 Speech Language Pathologists will have a minimum of a Master's Degree in Speech-Language Pathology and membership in good standing with College of Speech and Hearing Health Professionals of BC.
 - 2.3 Speech-Language Pathologists may be supported by Speech/Language Assistants to augment services in accordance with professional standards guidelines. This will maximize the service provision of Speech/Language services.
 - 2.4 Clinical and administrative supervision will be provided regularly and as required, as per accreditation standards.

Program Description

3.1 **Desired Outcomes**

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

- (a) Children receiving services will demonstrate improvement in speech/language functioning (for example, phonological disorder, language delay, augmentative and alternative communication needs, dysfluency).

(b) To reduce or eliminate speech/language disabilities and delays in the children receiving services.

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

3.2 Service Description

Early Childhood Speech/Language services will be offered on site and, where possible, at sites appropriate for the client and their family.

This service is primarily "Speech Only". The definition of "Speech Only" refers to services provided to children between the ages of birth and school entry whose special need is limited to requiring speech/language services or interventions only, with the understanding that the special need may or may not be associated with a hearing disability. "Speech Only," is defined within the range of services provided in the Fraser Region by various service providers coordinated via the "Coordinated Referral and Oversight Committee for Speech Language Services" (CROCSLS), which includes Ministry of Children and Family Development representation.

"Speech Plus" is defined as meaning children who have a special need in addition to a Speech/Language delay or disability. "Speech Plus" services will be referred back to the Central Referral Office for redirection to the appropriate agency.

The service will be family-centered and child-focused, strengths-based and individualized. The services funded in this component schedule will be provided in the context of an integrated Early Intervention system with other service providers as appropriate.

3.3 Target Population

- (a) Preschool aged children (birth to school entry), living in Surrey, who require rehabilitation in relation to a speech/language disability or delay.
- (b) The exact geographic boundaries within Surrey are subject to periodic reconfiguration as per the allocation and distribution identified through the CROCSLS Committee, and the Director of Operations will be notified, in writing, of any change to these boundaries. The current boundary configuration dictates service provision between 92nd Avenue and 0 Avenue, and between King George Highway and 196th Street.
- (c) The exact target population may, at regular intervals, be re-defined by the CROCSLS to best meet the needs of clients and minimize wait list delays.

3.4 Referral Sources and Processes

- (a) Referrals will be accepted from sources such as medical doctors, public health nurses, audiologists, daycare/preschool providers and parents.
- (b) The co-ordination of the referral process and service delivery between the Contractor and , The Centre for Child Development (CCDLM), REACH SOCIETY, Inclusion Langley, the Fraser Health Authority, and the Ministry will occur to increase transparency and access to service families and referrers.
- (c) Referrals for speech services will be coordinated via the Central Referral Office for Speech and Language Services for children aged birth to school entry.

3.5 Activities

Activities may include, but will not be limited to the following:

- (a) Intake/Initial Consultation Relevant history is recorded; parents are oriented to the services available from both BC Hearing and other community service providers; parents are informed of their rights and responsibilities; and observations of the child are made.
- (b) Assessment Administration of appropriate communication assessments, in keeping with best practices. Clients will receive an initial assessment of their communication within three months of commencing services, both in writing and verbally.

- (c) Individual Family Service Plan A coordinated, collaborative, goal focused service plan is developed with the client and family. The first Individual Family Service Plan (IFSP) should be in place within three months of the Intake/Initial Consultation. The IFSP should be reviewed every three to six months.
- (d) Individual and Group Sessions Individual and Group sessions are offered for a set block of time on a weekly/bi-weekly basis. The Speech/Language Pathologist (SLP) and the parents work together as partners in the process as they develop speech and language goals and implement therapy activities. In addition, each session provides an opportunity for observing the child's learning style, evaluating progress, and identifying further strengths and concerns. Working in groups allows for children to learn to interact with their peers as well as provide parent connections and support. These have been shown to be of benefit to the development of children with communication difficulties.
- (e) Home Program and Follow-up Consultation Together the parents and SLP select a developmentally appropriate speech or language goal. Each goal is then broken into small steps with specific activities to be carried out by the parents at home. The SLP provides information and training to the parents, so that they can work with their own child. The family returns periodically to the Centre for program review and support.
- (f) Preschool/Daycare Consultation/Training The SLPs provide important information and training to preschool/daycare staff who have a child with communication concerns in their program. Observations at the child's preschool/daycare allow the SLP to see the child in another environment (with peers) where the child's communication strengths and needs may be different than at our Centre.
- (g) Parent Training/Education Workshops Parent workshops are provided, depending on client need. These workshops are designed to provide parents with more information about speech and language development and strategies for facilitating development.
- (h) Infant Development Program Consultation One to two times monthly, our speech/language pathologists accompany Infant Development Consultants on their home visits to children at risk for developmental delays. We provide suggestions/ strategies for stimulating communication development. The SLP has the opportunity to recommend a referral for SLP services when needed. Doing joint visits with community service providers allows for an exchange of knowledge and expertise.
- (i) Community Workshops Depending on need, the SLPs provide a variety of workshops to community service providers on topics such as helping enhance speech and language development, the relationship between play and language development, and adapting songs and stories to target specific communication goals.
- (j) Transition to Kindergarten According to best practice it is beneficial for the Contractor's service providers to assist families with transition from Early Intervention services to school based services. Speech/Language Pathologists will provide information to parents about school based services and the transition, will transfer relevant information to the School, and will attend transition meetings whenever possible.
- (k) Discharge Service Completion occurs when the goals for the child are fully met, his/her development is within age appropriate standards, the family no longer wishes to access the services, services are not accessed in the preceding year with no written plan for continuation, the child and family move out of the catchment area, and/or the child enters the school system and no longer requires the service

3.6 Anticipated Outputs

Caseloads will service 50 to 70 children and families in any given month.

Referral and Intake Process

- 4.1 The intake process will be mutually agreed upon.
- 4.2 The Contractor will be responsible for waitlist management with an emphasis on the management of risk. The Ministry, at its discretion, may determine the prioritization of referral types.
- 4.3 If referrals are below anticipated levels, the Ministry and Contractor may elect to: (a) change the eligibility criteria; (b) shift contract unit allocations within the Agreement; (c) advertise program details, start dates, etc with Ministry staff and others as appropriate; or (d) some other remedial action negotiated between the Contractor and the Ministry.

The action chosen will be negotiated between the Contractor and the Director of Operations or designate. Any change to the Agreement will be affirmed in writing; a copy will be sent to the Contractor and a copy kept on the Ministry Agreement file.

- 4.4 Where the Ministry is the sole or primary referral source, the Contractor will advise the appointed Ministry representative with details of referral volumes within 10 working days of month end. The Contractor and Director of Operations or designate will then negotiate a resolution.

Relevant Legislation, Policy, Standards and Guidelines

- 5.1 Without limiting sections 3 and 8 of the Terms and Conditions of the Service Agreement, dated January 13, 2015 or as subsequently updated and available on the Ministry's website, the Contractor must comply with the following Acts, regulations, policies and standards in providing the services in this Agreement:

- (a) *Child, Family and Community Service Act, as applicable;*
- (b) *BC Handbook for Action on Child Abuse and Neglect for Service Providers* (March 2017), and any subsequent versions;
- (c) *Children and Youth with Special Needs (CYSN) Service Delivery Policies* (August 15, 2017), and any subsequent versions.

PROGRAMS

Early Intervention Therapy

TARGET POPULATION:		Children birth to schoolage who have a suspected or identified developmental delay and/or disability.	
OUTCOME:		Children achieve optimum development and/or functional gains	
SERVICE: INTERVENTION - GENERAL		Total Amount	\$313,128.88
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	Speech - Language Pathologist		
Output Indicators	# Service Units	Quantity	3301
Reporting Frequency	Monthly		
Core Business Area	ECD, Child Care and Children and Youth with Special Needs		
Business Area	Children and Youth with Special Needs		
Communities Served			
Surrey	Recipient(s)	0 to 6 years	Amount \$313,128.88

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 \$313,128.88 (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 October, 2020 as provided in the following payment schedule:

From	To	Amount	Total
October 1, 2020	October 31, 2020	\$19,137.68	\$19,137.68
November 1, 2020	August 31, 2021	\$29,399.12	\$293,991.20
			\$313,128.88

Additional Costs

ADDITIONAL COSTS DESCRIPTION

Effective October 1, 2020, your monthly payment is \$27,688.88. Annual baseline funding for fiscal year 20/21 is \$352,789.44 which includes the 2% GWI of \$5,350.68 under Sustainable Services Negotiating Mandate (SSNM). Aggregate funding for the contract term is \$313,128.88. This amount has been adjusted for FY19/20 and FY20/21 overpayment of \$10,261.44.

Effective April 1, 2021, your monthly payment will be \$29,399.12. Annual baseline funding for fiscal 21/22 remains at \$352,789.44.

Wage related funding increases will be reviewed and adjusted on an annual basis.

The contractor agrees that the purpose of the funding provided under SSNM is to increase wages and benefits for eligible staff. All funding increases related to SSNM 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:

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 or Designate	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

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 Ministry-approved output reporting templates will be submitted by the 15th of the month for the period of the previous complete calendar month. The Community Services Manager for each community will receive a copy of the monthly SIRF report directly from the agency;
 - Where applicable, client-specific reporting will be provided in the form and frequency required;
 - Reporting related to outputs, outcomes and trends will be provided as follows:
 - o A brief summary report relating to outputs, outcomes and trends will be provided three months prior to the end date of the term of this contract;
 - o An annual summary report on outputs and outcomes will be provided.
 - Financial reporting must include the Contractor Revenue and Expense Report for the six months directly following the contract start date. This report is to be submitted within 15 business days of the end of the period.
 - An annual financial statement, completed in accordance with Canadian accounting standards as described in the Canadian Institute of Chartered Accountants (CICA) Handbook and on a fund accounting basis, will be submitted six months after the Contractor's fiscal year end as per the Agreement.
 - Other information as may be requested by the Province.

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.

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
- Any other data, as required in the Province's sole discretion



**Ministry of
Children and Family
Development**

AUTHORIZATION TO PAY CONTRACTS
CONTRACT NUMBER FT11711001
CONTROL NUMBER Ctrl2103121253
Submitted
OCG SUPPLIER# 763888
SITE# 002

PAYMENTS NOT SUPPORTED BY INVOICE
Original CF25 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (not photocopies) at least three weeks prior to payment being due.

A Contract

B Type of Contract: Modification

PROCUREMENT PROCESS CODE 600
AIT CODE 300
PO CLASS C

DESCRIPTION OF SERVICE 0

NAME OF PAYEE(IF SOCIETY, USE REGISTERED NAME)
B.C. FAMILY HEARING RESOURCE SOCIETY

ADDRESS OF PAYEE 15220 92 AVE
CITY, PROVINCE SURREY, BC
POSTAL CODE V3R2T8

TOTAL AMOUNT APPROVED 324,985.67
FROM 2020-10-01
TO 2021-08-31

RESPONSIBLE OFFICE 18GLA
DATE OF FIRST PAYMENT

1 COMMON PROGRAM NAME								FY2021 RR Funding		ANNUALIZE			
										0.00			
FISCAL YEAR		FREQUENCY		PAY FROM YYYY-MM-DD		PAY TO YYYY-MM-DD		MONTHLY AMOUNT		MONTHLY GST		FISCAL GST	
FY 20-21		Lump Sum		2021-03-01		2021-03-31		0.00		0.00		0.00	
RESP	SERVICE LINE	SERVICE LINE DESCRIPTION				STOB	PROJECT		FISCAL AMOUNT				
18GLA	15055	Early Intervention Therapy Program				8007	1800000		11,856.79				
CF25 TOTAL:										\$11,856.79			

MANAGER Shields, Elizabeth
CONTRACT ADMINISTRATOR howe, giuliana


Date
PROCUREMENT AND CONTRACT SPECIALIST McDaniel, Jordan

All PARTICULARS, CODING, EXTENSIONS AND TOTALS HAVE BEEN CHECKED(ACCOUNTS USE ONLY)

COMMENTS
FY2021 RR Funding

GEOGRAPHIC REGION South Fraser
UNION

600 – Other Purchase Process
The use of this procurement code reflects Agreements where there is an identified need for continuity of service for children, youth and families; there is a longstanding contractual partnership in the provision of Ministry services and well established community partnerships and linkages; and quality of service, reporting requirements and stakeholder feedback meet or exceed expectations. The Ministry intends to develop a procurement plan to more fully address core policy requirements.

 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

B.C. FAMILY HEARING RESOURCE SOCIETY
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT11711001, beginning October 01, 2020.
B. The parties have agreed to modify the Agreement effective March 01, 2021.

AGREEMENT

1. The *Total Amount of Agreement* is increased by \$11,856.79, from \$313,128.88 to **\$324,985.67**.
2. *Schedule A – Services* is amended as follows:
 - a) To support recruitment and retention for FY2020/2021, a one-time lump sum payment, as per *Schedule B* is due and payable
3. *Schedule B – Payment* is amended as follows:
 - a) The aggregate maximum payment is increased by \$11,856.79, from \$313,128.88 to **\$324,985.67**.

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 March, 2021.

SIGNED AND DELIVERED on the <u>18</u> day of <u>March</u> , 2021 on behalf of the Province by its duly authorized representative Signature: <u>Elizabeth Shields</u> Print Name: <u>Elizabeth Shields</u> Position: <u>Director of Operations or Designate</u> Responsibility Centre:	SIGNED AND DELIVERED on the <u>15th</u> day of <u>March</u> , 2021 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature: <u>Noreen Simmons</u> Print Name: <u>Noreen Simmons</u> Position: <u>Executive Director or Designate</u> Signature: Print Name: Position:
---	---

SESLP Annual Report Sep 1, 2020-Aug 31, 2021

From: Cathy Cruickshank <ccruickshank@bcfamilyhearing.com>, XT:HLTH Cruickshank, Cathy <ccruickshank@bcfamilyhearing.com>
To: McDaniel, Jordan A MCF:EX <Jordan.McDaniel@gov.bc.ca>
Cc: Noreen Simmons <nsimmons@bcfamilyhearing.com>
Sent: September 23, 2021 12:00:51 PM PDT
Attachments: MCFD Annual Report for Sep 1, 2020-August 31, 2021.pdf

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Good morning Jordan,
Please find attached:

1. Annual Report for SESLP – for the period September 1, 2020-August 31, 2021
2. A Contractor Revenue and Expense Forecast Report for the same period
3. An annual budget for September 1, 2021-August 31, 2022
4. Audited Financial Statements for our previous fiscal year (August 31, 2020 & March 31, 2021)

Please note that we have changed our fiscal year to April 1 to March 31. We are requesting that our contract be changed to match our fiscal period.

We will provide your office with original documents, later today.

Please let Noreen know if you have any questions.

Regards,

Cathy per Noreen

Cathy Cruickshank

Finance & Accounting Administrator

BC Family Hearing Resource Society

15220-92 Avenue

Surrey, BC V3R 2T8

(604) 584-2827 Ext. 227

(604) 584-2800 Fax

Toll Free: 1-877-584-2827

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Withheld pursuant to/removed as

s.17

SERVICE AGREEMENT



MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT



Ministry of
Children and Family
Development

MINISTRY SERVICE AGREEMENT:
FT11711001

DOING BUSINESS AS: B.C. FAMILY
HEARING RESOURCE SOCIETY
Agreement Name: Early Intervention Program

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>B.C. FAMILY HEARING RESOURCE SOCIETY</u> (Legal Name) (the "Contractor", "you", or "your" as applicable) at the following address:
201 13680 105A AVENUE SURREY, B.C. CANADA V3T 2B3 Fax Number: (604)501-3141 Email:	15220 92 AVE SURREY, BC V3R 2T8 Fax Number: (604)584-2800 Email: nsimmons@bcfamilyhearing.com
The term for the Service Agreement begins on: <u>01/09/2015</u> and ends on <u>31/08/2016</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 1.1 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>15</u> day of <u>Oct</u> , <u>2015</u> on behalf of the Province by its duly authorized representative Signature: <u>[Signature]</u> Print Name: <u>Walter Serraglio</u> Position: <u>Community Services Manager or Designate</u> Responsibility Centre: <u>MGR COMM SVCE E SURREY</u>	SIGNED AND DELIVERED on the <u>8th</u> day of <u>October</u> , <u>2015</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>Noreen Simmons</u> Position: <u>Executive Director or Designate</u> 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 01/09/2015 to 31/08/2016

Total Amount of Agreement (not including any applicable taxes)

\$280,945.68

Allocation by Programs and Services

Programs			
Early Intervention Therapy			
	Intervention - General		\$280,945.68
		Sub-Total	\$280,945.68
		Total	\$280,945.68

Allocation by Community

Communities Served			
Surrey			
		Total	\$280,945.68

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		\$280,945.68
		Sub-Total	\$280,945.68
		Total	\$280,945.68

SCHEDULE A - SERVICES

Annual Allocation Summary

- 1.1 The base funding will be \$280,945.68 per annum.
- 1.2 **Service Units**

A Service Unit v. II is defined as "an hour of service provision to an identified Client, or group of Clients, and will include such activities as face to face contact, Client specific report writing, Client specific telephone calls, case management meetings, case consultation and case supervision, training where pre-approved by the MCFD as billable, and community meetings and travel directly related to contracted services. Activities that do not fall under the definition of Service Unit include program information inquiries of a general nature, statistical or data collection, team meetings, organization staff training, development and supervision."
- 1.3 The calculation submitted by the Contractor indicates that one (1.0) FTE converts to 1,265 service units per annum.
- 1.4 A total of 2,782 service units per annum will be provided.
- 1.5 In the event the monitoring of units of services provided against units of services contracted yields a negative difference, the Ministry contract manager will engage the Contractor in a collaborative process to reconcile and address the issues arising. The Ministry and Contractor will determine an understanding of such differences, and will establish a mutually agreed plan that will, over the term of the contract, provide these aggregate and overall units of service
- 1.6 Notwithstanding the above, the Ministry and Contractor may, at any time, mutually agree to re-allocate resources within the contract to meet changing demands in services.
- 1.7 Both parties acknowledge that it is the Ministry's commitment that units of service are used as a measure of performance accountability, and that within the term of the existing contract the analysis of this data is primarily developmental in nature.

Inputs

2.1 **Service Delivery Model**

The current structure includes the following FTE allocations:

- (a) 2.2 FTE Direct
 - (b) 0.27 FTE Admin
- 2.2 Speech Language Pathologists will have a minimum of a Master's Degree in Speech Language Pathology and membership in good standing with College of Speech and Hearing Health Professionals of BC.
 - 2.3 Speech-Language Pathologists may be supported by Speech/Language Assistants to augment services in accordance with professional standards guidelines. This will maximize the service provision of Speech/Language services.
 - 2.4 Clinical and administrative supervision will be provided regularly and as required, as per accreditation standards.

Program Description

3.1 **Desired Outcomes**

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

(a) Children receiving services will demonstrate improvement in speech/language functioning (for example, phonological disorder, language delay, augmentative and alternative communication needs, dysfluency.

(b) To reduce or eliminate speech/language disabilities and delays in the children receiving services.

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

3.2 Service Description

Early Childhood Speech/Language services will be offered on site and, where possible, at sites appropriate for the client and their family.

This service is primarily "Speech Only". The definition of "Speech Only" refers to services provided to children between the ages of birth and school entry whose special need is limited to requiring speech/language services or interventions only, with the understanding that the special need may or may not be associated with a hearing disability. "Speech Only," is defined within the range of services provided in the Fraser Region by various service providers coordinated via the "Coordinated Referral and Oversight Committee for Speech Language Services" (CROCSLS), which includes Ministry of Children and Family Development representation.

"Speech Plus" is defined as meaning children who have a special need in addition to a Speech/Language delay or disability. "Speech Plus" services will be referred back to the Central Referral Office for redirection to the appropriate agency.

The service will be family-centered and child-focused, strengths-based and individualized. The services funded in this component schedule will be provided in the context of an integrated Early Intervention system with other service providers as appropriate.

3.3 Target Population

(a) Preschool aged children (birth to school entry), living in Surrey, who require rehabilitation in relation to a speech/language disability or delay.

(b) The exact geographic boundaries within Surrey are subject to periodic reconfiguration as per the allocation and distribution identified through the CROCSLS Committee, and the Community Service Manager will be notified, in writing, of any change to these boundaries. The current boundary configuration dictates service provision between 92nd Avenue and 0 Avenue, and between King George Highway and 196th Street

(c) The exact target population may, at regular intervals, be re-defined by the CROCSLS to best meet the needs of clients and minimize wait list delays.

3.4 Referral Sources and Processes

(a) Referrals will be accepted from sources such as medical doctors, public health nurses, audiologists, daycare/preschool providers and parents.

(b) The co-ordination of the referral process and service delivery between the Contractor and , The Centre for Child Development (CCDLM), REACH SOCIETY, Langley Children's Society, the Fraser Health Authority, and the Ministry will occur to increase transparency and access to service families and referrers.

(c) Referrals for speech services will be coordinated via the Central Referral Office for Speech and Language Services for children aged birth to school entry.

3.5 Activities

Activities may include, but will not be limited to the following:

- (a) Intake/Initial Consultation Relevant history is recorded; parents are oriented to the services available from both BC Hearing and other community service providers; parents are informed of their rights and responsibilities; and observations of the child are made.
- (b) Assessment Administration of appropriate communication assessments, in keeping with best practices. Clients will receive an initial assessment of their communication within three months of commencing services, both in writing and verbally.
- (c) Individual Family Service Plan A coordinated, collaborative, goal focused service plan is developed with the client and family. The first Individual Family Service Plan (IFSP) should be in place within three months of the Intake/Initial Consultation. The IFSP should be reviewed every three to six months.
- (d) Individual and Group Sessions Individual and Group sessions are offered for a set block of time on a weekly/bi-weekly basis. The Speech/Language Pathologist (SLP) and the parents work together as partners in the process as they develop speech and language goals and implement therapy activities. In addition, each session provides an opportunity for observing the child's learning style, evaluating progress, and identifying further strengths and concerns. Working in groups allows for children to learn to interact with their peers as well as provide parent connections and support. These have been shown to be of benefit to the development of children with communication difficulties.
- (e) Home Program and Follow-up Consultation Together the parents and SLP select a developmentally appropriate speech or language goal. Each goal is then broken into small steps with specific activities to be carried out by the parents at home. The SLP provides information and training to the parents, so that they can work with their own child. The family returns periodically to the Centre for program review and support.
- (f) Preschool/Daycare Consultation/Training The SLPs provide important information and training to preschool/daycare staff who have a child with communication concerns in their program. Observations at the child's preschool/daycare allow the SLP to see the child in another environment (with peers) where the child's communication strengths and needs may be different than at our Centre.
- (g) Parent Training/Education Workshops Parent workshops are provided, depending on client need. These workshops are designed to provide parents with more information about speech and language development and strategies for facilitating development.
- (h) Infant Development Program Consultation One to two times monthly, our speech/language pathologists accompany Infant Development Consultants on their home visits to children at risk for developmental delays. We provide suggestions/ strategies for stimulating communication development. The SLP has the opportunity to recommend a referral for SLP services when needed. Doing joint visits with community service providers allows for an exchange of knowledge and expertise.
- (i) Community Workshops Depending on need, the SLPs provide a variety of workshops to community service providers on topics such as helping enhance speech and language development, the relationship between play and language development, and adapting songs and stories to target specific communication goals.
- (j) Transition to Kindergarten According to best practice it is beneficial for the Contractor's service providers to assist families with transition from Early Intervention services to school based services. Speech/Language Pathologists will provide information to parents about school based services and the transition, will transfer relevant information to the School, and will attend transition meetings whenever possible.
- (k) Discharge Service Completion occurs when the goals for the child are fully met, his/her development is within age appropriate standards, the family no longer wishes to access the services, services are not accessed in the preceding year with no written plan for continuation, the child and family move out of the catchment area, and/or the child enters the school system and no longer requires the service

3.8 Anticipated Outputs

Caseloads will service 50 to 70 children and families in any given month.

Referral and Intake Process

- 4.1 The intake process will be mutually agreed upon.
- 4.2 The Contractor will be responsible for waitlist management with an emphasis on the management of risk. The Ministry, at its discretion, may determine the prioritization of referral types.
- 4.3 If referrals are below anticipated levels, the Ministry and Contractor may elect to:
 - (a) change eligibility criteria;
 - (b) shift service unit allocations within the contract;
 - (c) advertise program details, start dates, etc. with Ministry staff and others as appropriate; or
 - (d) some other remedial action negotiated between the Contractor and the Ministry.

The action chosen will be negotiated between the Contractor and the Community Services Manager or their designate. Any change to the contract will be affirmed in writing; a copy will be sent to the Contractor and a copy kept on the Ministry contract file.

- 4.4 Where the Ministry is the sole or primary referral source, the Contractor will advise the appointed Ministry representative with details of referral volumes within 10 working days of month end. The Contractor and Community Services Manager or designate will then negotiate a resolution.

Reporting Requirements

- 5.1 The Ministry-approved output reporting templates will be submitted by the 15th of the month for the period of the previous complete calendar month. The Community Services Manager for each community will receive a copy of the monthly SIRC report directly from the agency;
- 5.2 Where applicable, client-specific reporting will be provided in the form and frequency required;
- 5.3 Reporting related to outputs, outcomes and trends will be provided as follows:
 - a) A brief summary report relating to outputs, outcomes and trends will be provided three months prior to the end date of the term of this contract;
 - b) An annual summary report on outputs and outcomes will be provided.
- 5.4 Financial reporting must include the Contractor Revenue and Expense Report for the six months directly following the contract start date. This report is to be submitted within 15 business days of the end of the period.
- 5.5 An annual financial statement, completed in accordance with Canadian accounting standards as described in the Canadian Institute of Chartered Accountants (CICA) Handbook and on a fund accounting basis, will be submitted six months after the Contractor's fiscal year end as per the Agreement.
- 5.6 Other information as may be requested by the Province.

Relevant Legislation, Policies and Guidelines

- 6.1 The provision of services must comply with the following legislative standards and guidelines:
 - (a) *Child, Family and Community Services Act (CFCSA)*.
- 6.2 The Contractor will, with respect to the service deliverables herein, comply with the policies set out in the following:
 - (a) MCFD Accreditation Policy;

- (b) MCFD Integrated Case Management Policy; and,
(c) MCFD Complaint Resolution Process Policy.

PROGRAMS

Early Intervention Therapy

TARGET POPULATION:	Children birth to schoolage who have a suspected or identified developmental delay and/or disability.			
OUTCOME:	Children achieve optimum development and/or functional gains			
SERVICE: INTERVENTION - GENERAL	Total Amount			\$280,945.68
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	Speech - Language Pathologist			
Output Indicators	# Service Units	Quantity	2782	
Reporting Frequency	Monthly			
Core Business Area	ECD, Child Care and Children and Youth with Special Needs			
Business Area	Children and Youth with Special Needs			
Communities Served				
Surrey	Recipient(s)	0 to 6 years	Amount	\$280,945.68

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 \$280,945.68 (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 September, 2015 as provided in the following payment schedule:

From	To	Amount	Total
September 1, 2015	August 31, 2016	\$23,412.14	\$280,945.68
			\$280,945.68

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

- A. On behalf of the Contractor, the Province will purchase and maintain Commercial General Liability insurance (Master Insurance Program) in the amount of \$2,000,000 inclusive per occurrence against personal injury (including bodily injury), third party property damage arising out of the Contractor's performance of the Services set out in this Agreement.
- B. The Contractor is responsible for and will pay any deductible under the Master Insurance Program.
- C. The Province will obligate the Master Insurance Program's managing broker to provide the Contractor with a Certificate of Insurance and a copy of the Master Insurance Program policy wording.
- D. The Province will take reasonable steps to ensure the coverage specified in section A 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.
- E. The Province does not represent or warrant that the Master Insurance Program covers any and all losses. The Contractor is responsible for ascertaining the exact nature and extent of coverage of the Master Insurance Program as well as the terms and conditions of the Master Insurance Program policy wording. No term or condition of this Agreement amends, extends or alters the coverage afforded by the Master Insurance Program policy wordings.
- F. Where the contractor uses a vehicle to perform the services as described in Schedule A 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.
- G. 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 section A.

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:

None

- 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:

None

Conflict Resolution Officials

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

	Province	Contractor
Stage One:	Community Services Manager or Designate	Executive Director or Chairperson
Stage Two:	Executive Director of Service	Executive Director or Chairperson
Stage Three:	Deputy Minister or Designate	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.

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

Notice

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

29. 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

30. 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.
31. The Contractor acknowledges that it is familiar with the requirements of FOIPPA governing Personal Information that are applicable to it as a service provider.
32. 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.

33. If the Province conducts a review of a matter described in section 28 or 29 of this Schedule (whether or not the matter came to the attention of the Province as a result of a notification under section 28 or 29 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

34. 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.
35. 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.
36. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
37. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 38 of this Schedule, the law of any jurisdiction outside Canada.
38. 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 obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. 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

None

SCHEDULE I – REPORTING REQUIREMENTS

Service Delivery Reports

- 1.1 The reports referred to in schedule A will be submitted within 30 days of the end of the period specified in form and content as determined 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. Not applicable

Additional Reporting Requirements

- 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

B.C. FAMILY HEARING RESOURCE SOCIETY
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT11711001, beginning September 01, 2014.
B. The parties have agreed to modify the Agreement effective April 01, 2015.

AGREEMENT

1. **Schedule A – Section 1.2** is modified to increase the annualized from \$278,715.96 to \$279,645.01 effective April 1, 2015.
2. **Schedule B - Section 2.1 Payment** is modified to increase the monthly payment by \$185.81 from \$23,226.33 to \$23,412.14 effective April 1, 2015 representing the 1% wage increase of \$929.05 under the Economic Stability Mandate.
3. **Schedule B - Section 1.1 Aggregate Maximum** is increased by \$929.05 (\$185.81 x 5 months) from \$278,715.96 to a new aggregate of \$279,645.01.
4. **Schedule A – Reporting Requirements** is modified to add the following:
Financial reporting must include the Contractor Revenue and Expense Report, due eighteen months after the contract start date.

Additional Information

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


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B.C. FAMILY HEARING RESOURCE
SOCIETY

1 of 2

Agreement No: FT11711001

DISTRIBUTION: COPY 1 - REGIONAL FINANCE OFFICE COPY 2 – CONTRACTOR COPY 3 - ORIGINATING OFFICE

 BRITISH COLUMBIA	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

B.C. FAMILY HEARING RESOURCE SOCIETY
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT11711001, beginning September 01, 2014.
B. The parties have agreed to modify the Agreement effective April 01, 2015.

AGREEMENT

1. **Schedule A – Section 1.2** is modified to increase the annualized from \$278,715.96 to \$279,645.01 effective April 1, 2015.
2. **Schedule B - Section 2.1 Payment** is modified to increase the monthly payment by \$185.81 from \$23,226.33 to \$23,412.14 effective April 1, 2015 representing the 1% wage increase of \$929.05 under the Economic Stability Mandate.
3. **Schedule B - Section 1.1 Aggregate Maximum** is increased by \$929.05 (\$185.81 x 5 months) from \$278,715.96 to a new aggregate of \$279,645.01.
4. **Schedule A – Reporting Requirements** is modified to add the following:
Financial reporting must include the Contractor Revenue and Expense Report, due eighteen months after the contract start date.

Additional Information

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

Printed: 2015.06.04 15.00.53

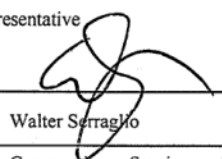
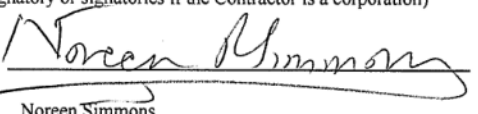
B.C. FAMILY HEARING RESOURCE
SOCIETY

1 of 2

Agreement No: FT11711001

DISTRIBUTION: COPY 1 - REGIONAL FINANCE OFFICE COPY 2 – CONTRACTOR COPY 3 - ORIGINATING OFFICE

The parties have duly executed this modification agreement as of the 1st day of April, 2015.

SIGNED AND DELIVERED on the <u>12th</u> day of <u>June</u> , <u>2015</u> on behalf of the Province by its duly authorized representative	SIGNED AND DELIVERED on the <u>8th</u> day of <u>June</u> , <u>2015</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)
Signature: 	Signature: 
Print Name: <u>Walter Serraglio</u>	Print Name: <u>Noreen Simmons</u>
Position: <u>Community Services Manager or Designate</u>	Position: <u>Executive Director or Designate</u>
Responsibility	Signature: _____
Centre: _____	Print Name: _____
	Position: _____

Printed: 2015.06.04 15.00.53

B.C. FAMILY HEARING RESOURCE
SOCIETY

2 of 2

Agreement No: FT11711001

DISTRIBUTION: COPY 1 - REGIONAL FINANCE OFFICE COPY 2 - CONTRACTOR COPY 3 - ORIGINATING OFFICE

Howe, Giuliana MCF:EX

From: McDaniel, Jordan A MCF:EX
Sent: Friday, September 29, 2017 12:04 PM
To: MCF Fraser Contracts MCF:EX; Atwal, Herleen MCF:EX
Subject: FW: BC Hearing MYAP Justifcation
Attachments: BC Family Hearing Approved 2017 MYAP JT.docx

Regards,
Jordan

From: Shields, Elizabeth MCF:EX
Sent: Wednesday, September 27, 2017 4:15 PM
To: McDaniel, Jordan A MCF:EX
Subject: Re: BC Hearing MYAP Justifcation
Approved.
Elizabeth Shields
Director of Operations, Surrey East

Sent from my iPhone

On Sep 21, 2017, at 11:03 AM, McDaniel, Jordan A MCF:EX <Jordan.McDaniel@gov.bc.ca> wrote:

Code 209

CONTRACTOR NAME: BC Family Hearing

CONTRACT#: FT11711001

DIRECT AWARD ANNUAL AMOUNT: \$ 40,820

DIRECT AWARD ONE-TIME-ONLY AMOUNT: \$0

PRE-MYAP ANNUAL BASELINE VALUE: \$289,893.42

TYPE OF SERVICE: CYSN Foundational Enhancement

CONTRACT TYPE: Modify to Enhance Existing Services

RATIONALE (Mandatory - The reason for the chosen Procurement Code – include the unique service requirements and target population in your rationale):

The Ministry's Foundational Children and Youth with Special Needs (CYSN) services provide direct support and intervention to children and youth ages 0 – 18 years who have - or are at risk of - a developmental delay or disability, and their families.

The Ministry is direct awarding funds to the following program:

☒ **Early Intervention Therapy (EIT)** - community-based physiotherapy, occupational therapy, speech-language pathology and family support workers to infants and young children who have -- or are at risk for -- developmental delay and/or disability.

The Ministry's reason(s) for the direct award is that:

☒ the funds address a demand for service (waitlist) or other critical service need (timeliness).

☒ the organization has the proven performance to deliver within requirements (value for money).

☒ the amount of funding being direct awarded does not warrant a competitive process (value for money).

Start Date of Award: Click here to enter a date 2017-11-01

Mod Language:

Effective November 01, 2017 Baseline increase of \$40820, 514 Service Units per annum.

Add 214 Service Units to SIRF.

Jordan McDaniel * Procurement & Contract Specialist

Ministry of Children and Family Development * Fraser South and Fraser East

101-10221 153 Street, Surrey, BC V3R 0L7 * Phone 604-617-9615 * Fax 604-586-4151



Please consider the environment before printing this email

This communication contains confidential information intended only for the person(s) to whom it is addressed. Any unauthorized disclosure, copying or other distribution of this communication or taking action on its contents is strictly prohibited. If you receive this message in error, please notify us immediately and delete this message without reading, copying or forwarding it to anyone.

The purpose of this template is to assist you in identifying which exceptional condition associated with the Multi-Year Action Plan (MYAP) applies to justify a direct award. The BC Government Core Policy and Procedures Manual (CPPM) allows for contracts to be negotiated and directly awarded without a competitive process where the rationale for the contract award can be clearly demonstrated against the allowable exceptional policy conditions (see table below). With the introduction of the MYAP in March 2017 and the concurrent funding commitments in Budget 2017, MCFD is positioned to invest through increased staff and contracted improve services in four targeted areas including:

- Child and Youth Mental Health (CYMH) in order to reduce waitlists/wait times
- Child and Youth Special Needs (CYSN) in particular respite and behavioral supports
- Family Supports to shift focus to family preservation and family supports
- First Nations, Aboriginal people and Metis services and supports to develop cultural connection

Within policy 6.3.3.a(2), it indicates that the contract manager (i.e. Expense Authority) is responsible for documenting, in the contract file, the rationale which supports the use the direct award conditions, which needs to be available when requested.

CONTRACTOR NAME: BC Family Hearing

CONTRACT#: FT11711001

DIRECT AWARD ANNUAL AMOUNT: \$ 40,820

DIRECT AWARD ONE-TIME-ONLY AMOUNT: \$0

PRE-MYAP ANNUAL BASELINE VALUE: \$289,893.42

TYPE OF SERVICE: CYSN Foundational Enhancement

CONTRACT TYPE: Modify to Enhance Existing Services

✓	PROCUREMENT CODE	EXCEPTIONAL CONDITIONS DESCRIPTIONS
<input type="checkbox"/>	200 – Public Sector Organization	The contract is with another government organization (e.g. Colleges and Universities. See <u>Ministries & Organizations</u>).
<input type="checkbox"/>	201 – Sole Source	<p>The ministry can strictly prove that only one contractor is qualified, or available, to provide the services.</p> <p>Examples based on the principles of transparency, accountability and value for money and MYAP procurement objectives of responsive and culturally respectful</p> <ul style="list-style-type: none"> • Increasing Capacity of Existing Services (service volume) - There is only one service provider in the community that is qualified or available to perform the services • Addition of Enhanced Services (service type) - There is a single service provider within the community and an established community relationship is needed to facilitate the success of service provision and/or children, youth and families are already receiving other services from the provider <p>Example of Insufficient Rationale based on the Principles of Transparency, Accountability and Competition</p> <ul style="list-style-type: none"> • The service provider is a preferred contractor
<input type="checkbox"/>	203 – Security Order	<p>Would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health.</p> <p>MYAP Timely Response to Improve Health, Safety and Well-being of Aboriginal and non-Aboriginal Children – The health and well-being needs of the child/youth/family are time sensitive (e.g. CYMH waitlist/wait time situations), there is a service provider with the capacity to meet the need with additional funding investment, there is an existing relationship with the community being served and it is a location where families already go to for services.</p>
<input type="checkbox"/>	205 – Notice of Intent	<p>The ministry cannot strictly prove that only one contractor is qualified, or available, to provide the services, but believes this to be the case. Consideration of the procurement principles in selecting this option is required. Application of the MYAP to address critically required service gaps should also be taken into account. See page 2 for details.</p> <p>A Notice of Intent (NOI) is the method by which a contracting ministry provides service providers with the opportunity to challenge the intended direct award of a contract for services (i.e. an award without competition). In accordance with the CPPM, an NOI is posted on BC Bid when a contract for services valued at \$50,000 or more is to be directly awarded on the basis that there is only one service that can provide the services required, but this cannot be strictly proven as required in policy.</p> <p>If a challenge to an intended direct award is substantiated, a competitive solicitation will be undertaken. Service providers need to include all relevant reasons for objecting, such as their ability to meet and/or exceed the requirements listed in the NOI, as demonstrated through related experience, as requested in the NOI.</p>
<input type="checkbox"/>	208 – Direct Award Transfer Payments	Provides financial assistance to a specified targeted group or population. (Example: a First Nation, or a direct beneficiary- individual, family or legal guardian of that individual under a community/social service program

☒ the amount of funding being direct awarded does not warrant a competitive process (value for money).

Start Date of Award: Click here to enter a date 2017-11-01

Rationale Guidelines

To ensure that the principles of the BC Taxpayer Accountability Principles and Government Core Policy and Procedures Manual are adhered to while investments are made in a timely manner. The required services to be delivered to children, youth and families served by MCFD were extensively and thoroughly identified through the MYAP development process.

Procurement Objectives Associated with MYAP Investments

- **Consistency** – A standardized approach that is consistently applied across the ministry and province
- **Communication** – Stakeholders are aware of processes and actions and have responsive channels through which to receive comprehensive, timely and accurate answers
- **Accountability** – Decisions along with rationale are documented, service investments are tracked to ensure that the purchased services are received and evaluated for effectiveness
- **Responsiveness** – Service needs are invested in within the time constraints
- **Culturally Respectful and Responsive** – Service investments and procurements better meet the cultural connection needs of Aboriginal Children, Youth and Families served by the ministry

Procurement Principles

- **Transparency:** Ministry staff, internal government stakeholders, sector stakeholders and service providers are able to understand the processes used by and the intent of the ministry in the purchase of services, with the processes being consistently repeatable. Service providers have fair access to information on procurement opportunities, processes and results.
- **Accountability:** Due diligence occurs in purchasing the services from qualified service providers, written contracts with deliverables and intended outcomes developed from Legal Services approved templates are signed off prior to services being delivered, service monitoring occurs and reporting on deliverable and outcomes is received and the ministry is able to demonstrate the benefit for the services acquired.
- **Value for Money:** Ensure that qualified services providers are selected for the right reasons and at a price that represents fair market value and compensates suppliers fairly (as per Community Social Sector Employers Association (CSSEA) rates) and equitably for the services received. The cost of the procurement process, to both Service Providers and the ministry, is appropriate in relation to the value and complexity associated with each of the procurements.
- **Competition:** The ministry promotes the use of fair procurement processes to ensure the needs of children, families, and youth are met through the most suitable solution and approach and provides justification for the award of contracts and cost of services delivered. Services are acquired through a competitive process, wherever practical, which considers time to delivery of the required service, service provider availability and costs of competitive process.
- **Aggregate Demand:** Buying power is leveraged through corporate supply arrangements and demand aggregation, wherever practical.

EXPENSE AUTHORITY SIGNATURE: Email approval on file

Email approvals should include the contract number, direct award amount, procurement code, and direct award rationale within the body of the email. Specify "email approval on file" in the signature line above.

Full name of Expense Authority: Elizabeth Shields

Date of Expense Authority Approval: 2017-09-27

Agency Name:	BC Family Hearing Resource Society
Contract Number:	FT117110001
Contract Name:	Speech & Language Early Intervention
Time Period:	From: Sep 01, 2015 To: Aug 31, 2016
Completed By:	Cathy Cruickshank

Annual Price Structure Chart

Wages and Benefits		
Supervisor		
Staff Wages	160,400.00	1.0 FTE SLP Senior Staff;
Staff Benefits	42,458.63	1.2 SLP (1 at .8 FTE and 1
Other	9,022.10	at .4 FTE)
A) Sub Total Wages and Benefits	211,880.73	Cathy Cruickshank: .27 FTE Program Support
Program Costs		
Activity Costs	-	
Other Client Costs	-	
Staff Transportation	262.00	
Client Transportation		
Insurance	-	
Telephone/Cells/Pagers/Internet	3,450.00	
Computer Costs	11,000.00	
Office Supplies	2,000.00	
Training & Professional Development	800.00	
Subcontracted services		
Other Program Costs	800.00	
B) Sub Total Program Costs	18,312.00	
Facility Cost		
Rent/Lease/Mortgage	36,000.00	
Insurance	850.00	
Maintenance	500.00	
Utilities and Janitor	1,500.00	
C) Sub Total Facility Costs	38,850.00	
D) Sub Total Administration Costs (Max 10% of (A+B))	11,902.95	
Total Program Delivery Cost (Total A+B+C+D)		280,945.68

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Withheld pursuant to/removed as

s.17

SERVICE AGREEMENT



MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT

 <p>BRITISH COLUMBIA</p>	<p>Ministry of Children and Family Development</p>	<p>MINISTRY SERVICE AGREEMENT: FT11711002</p> <p>DOING BUSINESS AS: B.C. FAMILY HEARING RESOURCE SOCIETY Agreement Name: Specialized Early Intervention Services</p>
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<p>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:</p>	<p>AND <u>B.C. FAMILY HEARING RESOURCE SOCIETY</u> (Legal Name)</p> <p>(the "Contractor", "you", or "your" as applicable) at the following address:</p>
<p>4334 Victory Street Burnaby, British Columbia Canada V5J 1R2 Authorized Email: Diana.Tarchuk@gov.bc.ca</p> <p>Fax Number: (604)660-1859 Email:</p>	<p>15220 92 AVE SURREY, BC V3R 2T8</p> <p>Fax Number: (604)584-2800 Email:</p>
<p>The term for the Service Agreement begins on: <u>01/07/2015</u> and ends on <u>31/03/2018</u> (Day/Month/Year) (Day/Month/Year)</p>	

THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THE SERVICE AGREEMENT LOCATED ON THE
MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT'S WEBSITE, VERSION 1.1 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 H	- ADDITIONAL TERMS
SCHEDULE I	- REPORTING REQUIREMENTS

(collectively, the "Agreement")

<p>SIGNED AND DELIVERED on the _____ day of _____, _____ on behalf of the Province by its duly authorized representative</p> <p>Signature: _____</p> <p>Print Name: <u>Rebecca Storey</u></p> <p>Position: <u>Director or Designate</u></p> <p>Responsibility Centre: <u>VICTORY HILL RESIDENTIAL</u></p>	<p>SIGNED AND DELIVERED on the _____ day of _____, _____ by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)</p> <p>Signature: _____</p> <p>Print Name: <u>Noreen Simmons</u></p> <p>Position: <u>Executive Director or Designate</u></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Position: _____</p>
--	---

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 01/07/2015 to 31/03/2018

Total Amount of Agreement (not including any applicable taxes)

\$4,440,321.00

Allocation by Programs and Services

Grouped Services		
<i>Speech & Language Development (Child/Family)</i>		
Intervention - Therapeutic Intervention/Treatment		\$4,440,321.00
Non-Program Services		
	Sub-Total	\$0.00
	Total	\$4,440,321.00

Allocation by Community

Communities Served

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	\$4,440,321.00
	Sub-Total	\$4,440,321.00
	Total	\$4,440,321.00

SCHEDULE A - SERVICES

The Contractor will provide:

Province wide and regular/ongoing services consisting of an integrated family-centred approach to specialized early intervention services for children who are deaf or hard of hearing from birth to school-age offering a full range of language development intervention approaches*.

* “Full Range of Language Development intervention approaches” includes listening and spoken language approaches, sign language and visual language approaches, augmentative communication systems to support language access based on child’s needs, and early literacy foundations.

The Province reserves the right at its sole discretion to invoke the option to renew for two additional one year terms.

If an option to renew is being contemplated, the Province will provide 6 months advance notice of its intention to renew.

Speech & Language Development (Child/Family)

SERVICE: INTERVENTION - THERAPEUTIC		Total Amount	\$4,440,321.00
INTERVENTION/TREATMENT			
Definitions	Structured, planned and empirically supported therapy/treatment.		
Project Code	18CN294		
Input	Qualified Staff		
Output Indicators	# Direct One to One 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			
	Recipient(s)	Amount	\$0.00

This allocation is provided as an estimate.

Additional Descriptions**ACTIVITIES**

The Contractor will provide:

1. Individual language development services;
2. Individualized family service planning (including assessments);
3. Group services; and
4. Collaborative service planning (including outreach and contracted services).

We will work with you to extrapolate pertinent information from your RFP proposal which will be added to the Contract via a contract modification on or before October 31, 2015.

SERVICE DESCRIPTION

The Contractor will deliver the following services by:

1. Providing individual language development services that may include spoken language, sign language, and early literacy as determined by the Individual Family Service Plan (IFSP) and based on the individual child's developing needs;
2. Providing individualized family service planning using a family-centered approach. Families will be expected to have opportunities for networking with other families and meeting Deaf and Hard of Hearing adult role and language models;
3. Providing group services that include instruction and learning time in language and literacy development. Group programs may include preschool, parent-child groups, or special events to meet the needs of families;
4. Collaborating with other service providers based on the IFSP in order to maximize access to developmental services and avoid duplication between service providers. Special attention is expected to facilitate successful school entry transitions;
5. Providing children with language development services in person or via accessible technology in a manner and frequency in keeping with international best practice standards;
6. Providing regular assessments of each child's language to monitor service outcomes;
7. Receiving referrals from a variety of sources including families, BCEHP Provincial Intervention Coordinator, early childhood educators or teachers, medical doctors, public health nurses, audiologists, supported child care consultants, infant development consultants and other such professionals.
8. Providing all services according to standards and guidelines identified in Schedule H as well as international best practice standards;
9. Providing a report which outlines barriers to achieving these standards on an annual basis; and
10. Developing a cost per service matrix along with a plan to achieve this deliverable. The plan will identify actions to be taken, how progress will be measured, tracked and reported on along with recommendations for implementation based upon a three year timeframe to achieve this deliverable.

OUTCOMES

Through the delivery of the services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

The outcomes expected are as follows:

1. Families report that they have clear, updated IFSPs &/or Community Service Plans (CSP) that provide meaningful information regarding their child's development;
2. Families report that group learning opportunities are available for their children; and
3. Families report satisfaction with access to and frequency of services that meet the unique needs of their child (regardless of where they happen to live in the province).

OTHER

- a) The provision of early intervention services is carried out by appropriate qualified professional (s) that include: certified Teacher of the Deaf and Hard of Hearing, Speech Language Pathologist or Listening or Spoken Language Specialist) Qualified support professional(s) include: Early Childhood Educator, Sign language Instructor, Deaf mentors
- b) The groups will employ a family-centred approach to early intervention
- c) Number of children: minimum of 2 to a maximum of 20
- d) Hours per day: minimum of 1 hour to a maximum of 3 hours per day
- e) Groups will specify the total number of sessions in a given year
- f) Groups can comprise of children with a specific or a combination of communication modalities (e.g., spoken language, American Sign Language, other visual language approaches, a combination of spoken and sign supported speech)
- g) Group will include children with additional needs (e.g., cognitive-language delays, sensory-motor challenges and visual challenges)
- h) Group intervention sessions will include one or more of the following language, literacy and communication intervention components:
 - i. Listening and attention
 - ii. Phonological awareness, speech sound awareness and articulation
 - iii. Vocabulary (English and/or American Sign Language) that includes receptive and expressive language
 - iv. Alphabetic knowledge
 - v. Grammatical forms and sentence structure
 - vi. Reading activities
 - vii. Narrative skills
 - viii. Pragmatic skills
 - ix. Cognitive skills
- i) Groups will list specified objectives/goals and number of activities in each session(s)
- j) Groups will include specific and general group skills listed for each child
- k) Groups will include parental involvement on a regular basis in the form of group participations, educational strategies for parents to practice with their children, and guided observation of group activities

Sub-contractors may receive group funding and reimbursement as per the following:

Group intervention programs/services

Group intervention services will be eligible to bill up to a maximum of 2500 hours per fiscal year at a rate of \$40.00 per hour provided by an intervention or a support staff resource. Funding amount will be up to a maximum of \$100,000 per fiscal year.

Group sign language services

Group sign language services will be eligible to bill up to a maximum of 2500 hours per fiscal year at a rate of \$40.00 per hour provided by a sign language instructor.

Funding amount will be up to a maximum of \$100,000 per fiscal year.

The funding identified above is inclusive within the overall Contract aggregate maximum.

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 \$4,440,321.00 (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 July, 2015 as provided in the following payment schedule:

From	To	Amount	Total
July 1, 2015	July 31, 2015	\$128,197.00	\$128,197.00
August 1, 2015	February 28, 2018	\$134,754.00	\$4,177,374.00
March 1, 2018	March 31, 2018	\$134,750.00	\$134,750.00
			\$4,440,321.00

Attachments

Name	Financial Reporting and Management Requirements	<i>Financial Reporting and Management Requirements.docx</i>
Description	Financial Reporting	

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:

1. Deaf Children's Society of B.C.

SCHEDULE D – INSURANCE

- A. On behalf of the Contractor, the Province will purchase and maintain Commercial General Liability insurance (Master Insurance Program) in the amount of \$2,000,000 inclusive per occurrence against personal injury (including bodily injury), third party property damage arising out of the Contractor's performance of the Services set out in this Agreement.
- B. The Contractor is responsible for and will pay any deductible under the Master Insurance Program.
- C. The Province will obligate the Master Insurance Program's managing broker to provide the Contractor with a Certificate of Insurance and a copy of the Master Insurance Program policy wording.
- D. The Province will take reasonable steps to ensure the coverage specified in section A 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.
- E. The Province does not represent or warrant that the Master Insurance Program covers any and all losses. The Contractor is responsible for ascertaining the exact nature and extent of coverage of the Master Insurance Program as well as the terms and conditions of the Master Insurance Program policy wording. No term or condition of this Agreement amends, extends or alters the coverage afforded by the Master Insurance Program policy wordings.
- F. Where the contractor uses a vehicle to perform the services as described in Schedule A 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.
- G. 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 section A.

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:

Noreen Simmons, Executive Director or Designate

- 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:

Diana Tarchuk, Coordinator

Rebecca Storey, Director or Designate

Conflict Resolution Officials

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

	Province	Contractor
Stage One:	Involved staff	Executive Director or Chairperson
Stage Two:	Program Director	Executive Director or Chairperson
Stage Three:	Executive Director	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.

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

Notice

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

- 29. 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

- 30. 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.
- 31. The Contractor acknowledges that it is familiar with the requirements of FOIPPA governing Personal Information that are applicable to it as a service provider.
- 32. 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.

33. If the Province conducts a review of a matter described in section 28 or 29 of this Schedule (whether or not the matter came to the attention of the Province as a result of a notification under section 28 or 29 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

34. 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.
35. 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.
36. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
37. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 38 of this Schedule, the law of any jurisdiction outside Canada.
38. 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 obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. 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 H – ADDITIONAL TERMS

None

Attachments		
Name	Principles	<i>Guiding Principles.docx</i>
Description	Principles	
Name	Best Practices in Family-Centered Early Intervention	<i>Best Practices in Family Intervention.docx</i>
Description	Best Practices	
Name	BC Early Hearing Program Guidelines	<i>BC Early Hearing Program Guidelines.docx</i>
Description	Program Guidelines	

SCHEDULE I – REPORTING REQUIREMENTS

Service Delivery Reports

- 1.1 The reports referred to in schedule A will be submitted within 30 days of the end of the period specified in form and content as determined 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
Semi-annual Service Cost Report	Report that outlines the semi-annual costs associated with a service.

Additional Reporting Requirements

- 1.3 Other information as requested by the Province.

- i. The Contractor will submit biannual service reports.

The expected outcomes to be achieved are the following:

- a) Access to meaningful language development (expressive and receptive language skills) and early literacy development;
- b) Improve the ability of families to communicate with their child and support their child's development; and
- c) Support access to other services based on the IFSP.

Outcome indicators will be identified and measured through the use of standardized measurement tools, including but not limited to the following:

- a) MacArthur-Bates Communicative Development Inventory (MCDI) – gesture and word level (8 – 16 month);
- b) MCDI – word and sentences (16 – 30 months);
- c) Kent Inventory of Developmental Skills - (0 – 15 months); and
- d) Child Developmental Inventory (CDI) - (15 months and up).
- e) Additional assessments that are effective developmental indicators for deaf and hard of hearing children within the preschool age range (ages 3 to school entry).

The Contractor will have an information management system to collect the relevant information and to report on the outcomes and performance standards.

The Contractor will provide reports three times a year including the following information:
Service Reports Schedule

- a) First Reporting Period: Year-In-Progress Report:

Due at the end of September.

- Client satisfaction survey results;
- Group programs update (full year snapshot);
- IFSP/CSP and assessment status report: Includes last date of IFSP and assessments for each child. If IFSPs or assessments are not able to be completed, reason provided or upcoming date confirmed;
- Outreach status report: Includes outreach service plan, communities served, number of families receiving outreach services and nature of services (i.e., individual, group, travel, technology, consultation, other);
- Services status report: Includes description of all services currently subcontracted to ensure service levels and assessment requirements meet standards.

b) Second Reporting Period: Financial Report

Due at the end of January.

- Revenue and expense forecast; and
- Annual report including audited financial statement.

c) Third Reporting Period: Contract Year Summary Report

Due at the end of March.

Service Delivery Areas

- Individual services;
- IFSPs and assessments;
- Group services;
- Collaborative Service Planning;
- Outreach services; and
- Contracted services.

For each service delivery area, the client services summary covers the following:

- Number of children that received service during contract year;
- Geographic location of children/families; and
- Service levels – quantity/hours of service provided.



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

B.C. FAMILY HEARING RESOURCE SOCIETY
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT11711002, beginning July 01, 2015.
B. The parties have agreed to modify the Agreement effective November 02, 2015.

AGREEMENT

Amend Schedule C to add an additional subcontractor:

Children's Hearing and Speech Centre of BC

Additional Information

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

The parties have duly executed this modification agreement as of the 2nd day of November, 2015.

<p>SIGNED AND DELIVERED on the <u>9</u> day of <u>Nov</u> <u>2015</u> on behalf of the Province by its duly authorized representative</p> <p>Signature: <u>[Signature]</u></p> <p>Print Name: <u>Rebecca Storey</u></p> <p>Position: <u>Director or Designate</u></p> <p>Responsibility Centre: <u>185LA</u></p>	<p>SIGNED AND DELIVERED on the <u>6th</u> day of <u>November, 2015</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)</p> <p>Signature: <u>[Signature]</u></p> <p>Print Name: <u>Noreen Simmons</u></p> <p>Position: <u>Executive Director or Designate</u></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Position: _____</p>
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SERVICE AGREEMENT



MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT



Ministry of
Children and Family
Development

MINISTRY SERVICE AGREEMENT:
FT11711002

DOING BUSINESS AS: B.C. FAMILY
HEARING RESOURCE SOCIETY
Agreement Name: Specialized Early Intervention
Services

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>B.C. FAMILY HEARING RESOURCE SOCIETY</u> (Legal Name) (the "Contractor", "you", or "your" as applicable) at the following address:
4334 Victory Street Burnaby, British Columbia Canada V5J 1R2 Fax Number: (604)660-1859 Email:	15220 92 AVE SURREY, BC V3R 2T8 Fax Number: (604)584-2800 Email:
The term for the Service Agreement begins on: <u>01/04/2018</u> and ends on <u>31/03/2020</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 1.1 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 H - ADDITIONAL TERMS SCHEDULE I - REPORTING REQUIREMENTS (collectively, the "Agreement")	

SIGNED AND DELIVERED on the <u>10</u> day of <u>January, 2018</u> on behalf of the Province by its duly authorized representative Signature: <u>Rebecca Storey</u> Print Name: <u>Rebecca Storey</u> Position: <u>Director or Designate</u> Responsibility Centre: <u>VICTORY HILL RESIDENTIAL</u>	SIGNED AND DELIVERED on the <u>19th</u> day of <u>December, 2017</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature: <u>Noreen R. Simmons</u> Print Name: <u>Noreen Simmons</u> Position: <u>Executive Director or Designate</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 01/04/2018 to 31/03/2020

Total Amount of Agreement (not including any applicable taxes)

\$3,411,747.36

Allocation by Programs and Services

Grouped Services		
Speech & Language Development (Child/Family)		
Intervention - Therapeutic Intervention/Treatment		\$3,411,747.36
Non-Program Services		
	Sub-Total	\$0.00
	Total	\$3,411,747.36

Allocation by Community

Communities Served

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	\$3,411,747.36
	Sub-Total	\$3,411,747.36
	Total	\$3,411,747.36

SCHEDULE A - SERVICES

The Contractor will provide:

Province wide and regular/ongoing services consisting of an integrated family-centred approach to specialized early intervention services for children who are deaf or hard of hearing from birth to school-age offering a full range of language development intervention approaches*.

* "Full Range of Language Development intervention approaches" includes listening and spoken language approaches, sign language and visual language approaches, augmentative communication systems to support language access based on child's needs, and early literacy foundations.

ACTIVITIES

The Contractor will provide:

1. Individual language development services;
2. Individualized family service planning (including assessments);
3. Group services; and
4. Collaborative service planning (including outreach and contracted services).

The Contractor will deliver the following services by:

1. Providing individual language development services that may include spoken language, sign language, and early literacy as determined by the Individual Family Service Plan (IFSP) and based on the individual child's developing needs;
2. Providing individualized family service planning using a family-centered approach. Families will be expected to have opportunities for networking with other families and meeting Deaf and Hard of Hearing adult role and language models;
3. Providing group services that include instruction and learning time in language and literacy development. Group programs may include preschool, parent-child groups, or special events to meet the needs of families;
4. Collaborating with other service providers based on the IFSP in order to maximize access to developmental services and avoid duplication between service providers. Special attention is expected to facilitate successful school entry transitions;
5. Providing children with language development services in person or via accessible technology in a manner and frequency in keeping with international best practice standards;
6. Providing regular assessments of each child's language to monitor service outcomes;
7. Receiving referrals from a variety of sources including families, BCEHP Provincial Intervention Coordinator, early childhood educators or teachers, medical doctors, public health nurses, audiologists, supported child care consultants, infant development consultants and other such professionals.
8. Providing all services according to standards and guidelines identified in Schedule H as well as international best practice standards;
9. Providing a report which outlines barriers to achieving these standards on an annual basis; and
10. Developing a cost per service matrix along with a plan to achieve this deliverable. The plan will identify actions to be taken, how progress will be measured, tracked and reported on along with recommendations for implementation based upon a three year timeframe to achieve this deliverable.

OUTCOMES

Through the delivery of the services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

The outcomes expected are as follows:

1. Families report that they have clear, updated IFSPs &/or Community Service Plans (CSP) that provide meaningful information regarding their child's development;
2. Families report that group learning opportunities are available for their children; and
3. Families report satisfaction with access to and frequency of services that meet the unique needs of their child (regardless of where they happen to live in the province).

OTHER

- a) The provision of early intervention services is carried out by appropriate qualified professional (s) that include: certified Teacher of the Deaf and Hard of Hearing, Speech Language Pathologist or Listening or Spoken Language Specialist) Qualified support professional(s) include: Early Childhood Educator, Sign language Instructor, Deaf mentors
- b) The groups will employ a family-centred approach to early intervention
- c) Number of children: minimum of 2 to a maximum of 20
- d) Hours per day: minimum of 1 hour to a maximum of 3 hours per day
- e) Groups will specify the total number of sessions in a given year
- f) Groups can comprise of children with a specific or a combination of communication modalities (e.g., spoken language, American Sign Language, other visual language approaches, a combination of spoken and sign supported speech)
- g) Group will include children with additional needs (e.g., cognitive-language delays, sensory-motor challenges and visual challenges)
- h) Group intervention sessions will include one or more of the following language, literacy and communication intervention components:
 - i. Listening and attention
 - ii. Phonological awareness, speech sound awareness and articulation
 - iii. Vocabulary (English and/or American Sign Language) that includes receptive and expressive language
 - iv. Alphabetic knowledge
 - v. Grammatical forms and sentence structure
 - vi. Reading activities
 - vii. Narrative skills
 - viii. Pragmatic skills
 - ix. Cognitive skills
- i) Groups will list specified objectives/goals and number of activities in each session(s)
- j) Groups will include specific and general group skills listed for each child
- k) Groups will include parental involvement on a regular basis in the form of group participations, educational strategies for parents to practice with their children, and guided observation of group activities

Sub-contractors may receive group funding and reimbursement as per the following:

Group intervention programs/services

Group intervention services will be eligible to bill up to a maximum of 2500 hours per fiscal year at a rate of \$40.00 per hour provided by an intervention or a support staff resource. Funding amount will be up to a maximum of \$100,000 per fiscal year.

Group sign language services

Group sign language services will be eligible to bill up to a maximum of 2500 hours per fiscal year at a rate of \$40.00 per hour provided by a sign language instructor. Funding amount will be up to a maximum of \$100,000 per fiscal year.

The funding identified above is inclusive within the overall Contract aggregate maximum.

Speech & Language Development (Child/Family)

SERVICE: INTERVENTION - THERAPEUTIC		Total Amount	\$3,411,747.36
INTERVENTION/TREATMENT			
Definitions	Structured, planned and empirically supported therapy/treatment.		
Project Code	18CN294		
Input	Qualified Staff		
Output Indicators	# Direct One to One 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			

Recipient(s)	Amount	\$0.00
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This allocation is provided as an estimate.

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 \$3,411,747.36 (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 Variable

For Service: Intervention - Therapeutic Intervention/Treatment

We will pay you, to a maximum amount of \$3,411,747.36 in accordance with the following payment schedule:

From	To	Monthly Amount	Total
April 1, 2018	March 31, 2020	\$142,156.14	\$3,411,747.36

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:

1. Deaf Children's Society of B.C.
2. Children's Hearing & Speech Centre of BC

SCHEDULE D – INSURANCE

- A. On behalf of the Contractor, the Province will purchase and maintain Commercial General Liability insurance (Master Insurance Program) in the amount of \$2,000,000 inclusive per occurrence against personal injury (including bodily injury), third party property damage arising out of the Contractor's performance of the Services set out in this Agreement.
- B. The Contractor is responsible for and will pay any deductible under the Master Insurance Program.
- C. The Province will obligate the Master Insurance Program's managing broker to provide the Contractor with a Certificate of Insurance and a copy of the Master Insurance Program policy wording.
- D. The Province will take reasonable steps to ensure the coverage specified in section A 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.
- E. The Province does not represent or warrant that the Master Insurance Program covers any and all losses. The Contractor is responsible for ascertaining the exact nature and extent of coverage of the Master Insurance Program as well as the terms and conditions of the Master Insurance Program policy wording. No term or condition of this Agreement amends, extends or alters the coverage afforded by the Master Insurance Program policy wordings.
- F. Where the contractor uses a vehicle to perform the services as described in Schedule A 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.
- G. 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 section A.

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:

Name	Position	Email Address
Noreen Simmons	Executive Director or Designate	None

- 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
Diana Tarchuk	Coordinator	Diana.Tarchuk@gov.bc.ca
Rebecca Storey	Director or Designate	Rebecca.Storey@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:	Involved staff	Executive Director or Chairperson
Stage Two:	Program Director	Executive Director or Chairperson
Stage Three:	Executive Director	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 obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. 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

1. BC Early Hearing Program – guiding principles and family centered care
2. Article – Best Practices in Family Centered Early Intervention

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 semi-annual service reports.

The expected outcomes to be achieved are the following:

- a) Access to meaningful language development (expressive and receptive language skills) and early literacy development;
- b) Improve the ability of families to communicate with their child and support their child's development; and
- c) Support access to other services based on the IFSP.

Outcome indicators will be identified and measured through the use of standardized measurement tools, including but not limited to the following:

- a) MacArthur-Bates Communicative Development Inventory (MCDI) – gesture and word level (8 – 16 month);
- b) MCDI – word and sentences (16 – 30 months);
- c) Kent Inventory of Developmental Skills - (0 – 15 months); and
- d) Child Developmental Inventory (CDI) - (15 months and up).
- e) Additional assessments that are effective developmental indicators for deaf and hard of hearing children within the preschool age range (ages 3 to school entry).

The Contractor will have an information management system to collect the relevant information and to report on the outcomes and performance standards.

The Contractor will provide reports three times a year including the following information:

Service Reports Schedule

- a) **First Reporting Period - Year-In-Progress Report:** Due September 30, 2018 and September 30, 2019.
 - i. Client satisfaction survey results;
 - ii. Group programs update (full year snapshot);
 - iii. IFSP/CSP and assessment status report: Includes last date of IFSP and assessments for each child. If IFSPs or assessments are not able to be completed, reason provided or upcoming date confirmed.
 - iv. Outreach status report: Includes outreach service plan, communities served, number of families receiving outreach services and nature of services (i.e., individual, group, travel, technology, consultation, other);
 - v. Services status report: Includes description of all services currently subcontracted to ensure service levels and assessment requirements meet standards.
- b) **Second Reporting Period - Financial Report:** Due January 31, 2019 and January 31, 2020.

- i. Revenue and expense forecast; and
- ii. Annual report including audited financial statement.

c) Third Reporting Period - Contract Year Summary Report : Due March 31, 2019 and March 31, 2020.

Service Delivery Areas

- i. Individual services;
- ii. IFSPs and assessments;
- iii. Group services;
- iv. Collaborative Service Planning;
- v. Outreach services; and
- vi. Contracted services.

For each service delivery area, the client services summary covers the following:

- i. Number of children that received service during contract year;
- ii. Geographic location of children/families; and
- iii. Service levels – quantity/hours of service provided.

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.	<table border="1"> <thead> <tr> <th>Name</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Semi-annual Service Cost Report</td><td>Report that outlines the semi-annual costs associated with a service.</td></tr> <tr> <td>Annual Service Cost Report</td><td>Report that outlines the annual costs associated with a service.</td></tr> </tbody> </table>	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.
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

Authorization to Pay Contracts

The personal information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Helpdesk 250 356-8139, PO Box 9769 Stn Prov Govt, Victoria BC, V8W 9S5.

ACCOUNTS NOT SUPPORTED BY INVOICE

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (not photocopies) at least three weeks prior to payment being due.

CONTROL NUMBER

BE5816900

CONTRACT NUMBER

FT11711002

OCG SUPPLIER NUMBER

763888 002

Form completed by:

FIRST NAME

Elaine

LAST NAME

Bains

A

☒ CONTRACT

☐ GRANT

B

☐ NEW / RE-AWARD

☒ MODIFICATION / RENEWAL

☐

CLOSE PRIOR TO
COMMITMENT

DESCRIPTION OF SERVICES

Early Intervention Services

PROCUREMENT PROCESS

(100) Open competitive process posted on BCBid (e.g. RFP)

AGREEMENT ON INTERNAL TRADE (AIT)

(300) Exempt Commodity/Service (Social Services)

NAME OF PAYEE (If Society, use Registered Name)

B.C. Family Hearing Resource Society

ADDRESS OF PAYEE (Street Address)

15220 92 Avenue

CITY/TOWN

Surrey, BC

POSTAL CODE

V3R 2T8

TOTAL AMOUNT APPROVED
(excluding taxes)

\$3,481,886.16

PERIOD FROM
(YYYY/MM/DD)

2018/04/01

TO
(YYYY/MM/DD)

2020/03/31

PAY

145,078.59

MONTHLY

AND/OR

DATE FIRST/ONLY
PAYMENT IS DUE

EFFECTIVE DATE

☐ Subject to GST (select ALL)

PROGRAM	DUE DATE ACCOUNT USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT	SUBJECT TO GST
Early Intervention Services		18SLA	15055	8007	1800000	\$3,481,886.16	<input type="checkbox"/>
Total Amount of GST						\$0.00	

EXPENSE AUTHORITY

Certified correct pursuant to sections 32 to 33.2 of the *Financial Administration Act* and related policies.

PRINT NAME

Rebecca Storey

SIGNATURE

R. Storey

DATE (YYYY/MM/DD)

2018/05/10

ALL PARTICULARS
CODING, EXTENSIONS &
TOTALS HAVE BEEN
CHECKED

ACCOUNTS
USE ONLY

COMMENTS

Modify monthly payments Apr 1 2018 to Mar 31 2020 to \$145,078.59



BRITISH
COLUMBIA

Ministry of
Children and Family Development

MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
the "Province"

(the "Province", the "Minister", a "Director", "we", "us", or "our" as applicable)

AND

B.C. Family Hearing Resource Society

(the "Contractor", "you", or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement number FT11711002 and dated April 1, 2018, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective May 2, 2018.

AGREEMENT

The parties agree as follows:

RWS

1. Modify contract to pay to reflect ESM increases for FY 18/19. New aggregate amount is \$3,481,886.19, 16
2. New monthly payments effective April 1, 2018 are \$145,078.59.
3. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 3rd day of May, 2018.

SIGNED AND DELIVERED on behalf of the Province by its
authorized representative:

Authorized Representative

Rebecca Storey

Name

Rebecca Storey

Title

Director, Provincial Deaf & Hard of Hearing Services

SIGNED AND DELIVERED by or on behalf of the Contractor (or
by an authorized signatory of the Contractor if a Corporation)

Contractor or Authorized Signatory

Noreen Simmons

Name

Noreen Simmons

Title

Executive Director or Designate

DISTRIBUTION: COPY 1 - FINANCIAL SERVICES DIVISION COPY 2 - CONTRACTOR COPY 3 - ORIGINATING OFFICE



August 26, 2019

British Columbia Family Hearing Resource Society
15220 92 Avenue
Surrey, BC V3R 2T8

Dear Noreen Simmons:

RE: Intent to reissue Service Agreement FT11711002


I am writing to advise you of our intent to reissue the early intervention services contract (FT11711002) for one additional year in order to ensure a strategic approach to the procurement required for the ongoing services. The extension will be from April 1, 2020 to March 31, 2021 and is subject to approval of the Ministry budget and continued satisfactory service delivery.

We will continue to work with BCFHRC to review and monitor contract deliverables service costs, as well as establish baseline data and refine unit costing data.

We look forward to continued collaboration as we work toward meeting the needs of children, youth and families in our communities.

Thank you,

Rebecca Storey

 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

B.C. FAMILY HEARING RESOURCE SOCIETY
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT11711002, beginning April 01, 2018.
B. The parties have agreed to modify the Agreement effective November 14, 2019.

AGREEMENT

This agreement has been extended to March 31, 2021.
Payment details are outlined in Schedule B.

Modifications have been made to the following attachments:

- Schedule B

Additional Information

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

The parties have duly executed this modification agreement as of the 14th day of November, 2019.

<p>SIGNED AND DELIVERED on the <u>29</u> day of <u>November, 2019</u> on behalf of the Province by its duly authorized representative</p> <p>Signature: <u>[Signature]</u></p> <p>Print Name: <u>Rebecca Storey</u></p> <p>Position: <u>Director or Designate</u></p> <p>Responsibility Centre: _____</p>	<p>SIGNED AND DELIVERED on the <u>25th</u> day of <u>November, 2019</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)</p> <p>Signature: <u>[Signature]</u></p> <p>Print Name: <u>Noreen Simmons</u></p> <p>Position: <u>Executive Director or Designate</u></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Position: _____</p>
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SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

- 1.1 Subject to the provisions of the Agreement, we will pay you an amount not exceeding \$5,339,932.00 (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 Variable

For Service: Intervention - Therapeutic Intervention/Treatment

We will pay you, to a maximum amount of \$5,339,932.00 in accordance with the following payment schedule:

Effective April 1, 2019, a retroactive payment will be made by lump sum in the amount of \$3,197.18 to cover the Economic Stability Mandate between the dates of February 1, 2018 and March 31, 2018.

Effective April 1, 2019, your monthly payment will be \$148,537.92. Annual baseline funding for fiscal year 2019/20 is increased by \$3,372.84 (comprised of 0.25% Service Improvement Allocation (SIA) \$3,372.84 under SSNM), from \$1,779,082.20 at end of fiscal year 2018/19 to \$1,782,455.04.

Effective April 1, 2020, your monthly payment will be \$151,111.35. Annual baseline funding for fiscal year 2020/21 is increased by \$30,881.16 (comprised of 2% General Wage Increase (GWI) \$27,449.88 and 0.25% Service Improvement Allocation (SIA) \$3,431.28 under SSNM), from \$1,782,455.04 at end of fiscal year 2019/20 to \$1,813,336.20.

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.



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

B.C. FAMILY HEARING RESOURCE SOCIETY
(Legal Name)

BACKGROUND

A. The parties entered into an Agreement FT11711002, beginning April 01, 2018.

B. The parties have agreed to modify the Agreement effective March 01, 2021.

AGREEMENT

Contract end date has been extended by six (6) months, from March 31, 2021 to September 30, 2021.

As per Schedule B – Payment, funding has been increased effective April 1, 2021 to reflect the Sustainable Services Negotiating Mandate (SSNM) and one-time-only funding in the amount of \$800,000.00 to support service delivery pressure and maintain access to early intervention services.

Modifications have been made to the following attachments:

- Schedule B

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 March, 2021.

SIGNED AND DELIVERED on the <u>3</u> day of <u>February</u> <u>2021</u> on behalf of the Province by its duly authorized representative Signature: <u>Rebecca Storey</u> Print Name: <u>Rebecca Storey</u> Position: <u>Director or Designate</u> Responsibility: _____ Centre: _____	SIGNED AND DELIVERED on the <u>02nd</u> day of <u>February</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>Noreen Simmons</u> Print Name: <u>Noreen Simmons</u> Position: <u>Executive Director or Designate</u> Signature: _____ Print Name: _____ Position: _____
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SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

- 1.1 Subject to the provisions of the Agreement, we will pay you an amount not exceeding \$7,895,968.29 (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 Variable

For Service: Intervention - Therapeutic Intervention/Treatment

We will pay you, to a maximum amount of \$7,895,968.29 in accordance with the following payment schedule:

We will pay you, to a maximum amount of \$7,895,968.29 in according with the following payment schedule:

Effective April 1, 2021, your monthly payment will be **\$287,062.70**. (comprised of 2% monthly General Wage Increase (GWI) **\$2,327.12** , 0.25% monthly Service Improvement Allocation (SIA) **\$290.89** under SSNM and **\$133,333.34** monthly One-Time-Only funding.

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



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

B.C. FAMILY HEARING RESOURCE SOCIETY
(Legal Name)

BACKGROUND

A. The parties entered into an Agreement FT11711002, beginning April 01, 2018.

B. The parties have agreed to modify the Agreement effective September 15, 2021.

AGREEMENT

Contract end date has been extended by six (6) months, from September 30, 2021 to March 31, 2022.

As per Schedule B – Payment, funding has been increased by \$800,000.00 as a result of one-time-only funding to support service delivery pressure and maintain access to early intervention services.

Modifications have been made to the following attachments:

- Schedule B

Additional Information

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

The parties have duly executed this modification agreement as of the 15th day of September, 2021.

SIGNED AND DELIVERED on the <u>27th</u> day of <u>September</u> , 2021 on behalf of the Province by its duly authorized representative Signature: <u>M. Mykle</u> Print Name: <u>Melissa Mykle</u> Position: <u>Director</u> Responsibility Centre: _____	SIGNED AND DELIVERED on the <u>24th</u> day of <u>September, 2021</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature: <u>Noreen Simmons</u> Print Name: <u>Noreen Simmons</u> Position: <u>Executive Director or Designate</u> Signature: _____ Print Name: _____ Position: _____
---	--

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

- 1.1 Subject to the provisions of the Agreement, we will pay you an amount not exceeding \$9,618,344.49 (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 Variable

For Service: Intervention - Therapeutic Intervention/Treatment

We will pay you, to a maximum amount of \$9,618,344.49 in accordance with the following payment schedule:

Your monthly payment remains \$287,062.70 (comprised of \$153,729.36 baseline funding and \$133,333.34 one-time-only funding).



**Assessment Department****Mailing Address**

PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

Location

6951 Westminster Highway
Richmond BC
V7C 1C6
www.worksafebc.com

Clearance Section

Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

Ministry of Children and Family Development
2nd floor, 525 Superior Street
VICTORIA, BC V8V 1T7

October 14, 2021

Person/Business : BC FAMILY HEARING RESOURCE SOCIETY
Account number : 507081

We confirm that the above-mentioned account is currently active and in good standing.

This firm has had continuous coverage with us since January 01, 1994 and has satisfied assessment remittance requirements to October 01, 2021.

The next payment that will affect this firm's clearance status is due on October 20, 2021.

This information is only provided for the purposes of Section 258 of the *Workers Compensation Act*, which indicates that a person using a contractor or subcontractor to perform work may be responsible for unpaid assessments of the contractor or subcontractor.

Employer Service Centre
Assessment Department

Clearance Reference # : C132670085
CLRA1A

Now you can report payroll and pay premiums online.

Visit www.worksafebc.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.

To alter this document constitutes fraud.

From: MCF Region K Contract MCF:EX <MCFKContract@gov.bc.ca>
To: nsimmons@bcfamilyhearing.com
Sent: October 26, 2021 10:09:15 AM PDT
Attachments: Modification Agreement of Sep 15 2021 NRS.pdf

Good morning Noreen,

Enclosed is the fully executed copy of modified contract with both signatures for your record.

Kind regards,
Mona Gillespie



Ministry of
Children and Family
Development

AUTHORIZATION TO PAY CONTRACTS

CONTRACT NUMBER

FT11711002

CONTROL NUMBER

Ctrl2109281156

OCG SUPPLIER#

763888

SITE#

002

PAYMENTS NOT SUPPORTED BY INVOICE

Original CF25 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (not photocopies) at least three weeks prior to payment being due.

Submitted

A

Contract

B

Type of Contract:

Modification

PROCUREMENT PROCESS CODE

600

AIT CODE

NA

PO CLASS

A

DESCRIPTION OF SERVICE

Specialized Early Intervention Services

NAME OF PAYEE(IF SOCIETY, USE REGISTERED NAME)

B.C. FAMILY HEARING RESOURCE SOCIETY

ADDRESS OF PAYEE

15220 92 AVE

CITY, PROVINCE

SURREY, BC

POSTAL CODE

V3R2T8

TOTAL AMOUNT APPROVED

9,618,344.49

FROM

2018-04-01

TO

2022-03-31

RESPONSIBLE OFFICE

18SLA

DATE OF FIRST PAYMENT

2021-09-15

1 COMMON PROGRAM NAME							
FY 22 RR Funding			ANNUALIZE				
			0.00				
FISCAL YEAR		FREQUENCY	PAY FROM YYYY-MM-DD	PAY TO YYYY-MM-DD	MONTHLY AMOUNT	MONTHLY GST	FISCAL GST
FY 21-22		Lump Sum	2021-09-15	2022-03-31	0.00	0.00	0.00
RESP	SERVICE LINE	SERVICE LINE DESCRIPTION		STOB	PROJECT	FISCAL AMOUNT	
18SLA	15055	Early Intervention Therapy Program		8007	1800000	1,722,376.20	
CF25 TOTAL:						\$1,722,376.20	

MANAGER

Mykle, Melissa

Date

2021-09-28

All PARTICULARS, CODING, EXTENSIONS AND TOTALS HAVE BEEN CHECKED(ACCOUNTS USE ONLY)

CONTRACT ADMINISTRATOR

Gillespie, Mona

PROCUREMENT AND CONTRACT SPECIALIST

Whidden, Katie

COMMENTS

0

GEOGRAPHIC REGION

PO

UNION

600 – Other Purchase Process

The use of this procurement code reflects Agreements where there is an identified need for continuity of service for children, youth and families; there is a longstanding contractual partnership in the provision of Ministry services and well established community partnerships and linkages; and quality of service, reporting requirements and stakeholder feedback meet or exceed expectations. The Ministry intends to develop a procurement plan to more fully address core policy requirements.



BRITISH
COLUMBIA

Ministry of Children
and Family Development

Authorization to Pay Contracts

The personal information requested on this form is collected under the authority of and will be used for the purpose of administering the *Financial Administration Act*. Under certain circumstances, the collected information may be subject to disclosure as per the *Financial Administration Act* and/or the *Freedom of Information and Protection of Privacy Act*. Any questions about the collection, use or disclosure of this information should be directed to the Helpdesk 250 356-8139, PO Box 9769 Stn Prov Govt, Victoria BC, V8W 9S5.

ACCOUNTS NOT SUPPORTED BY INVOICE

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (not photocopies) at least three weeks prior to payment being due.

CONTROL NUMBER

BE1811318

CONTRACT NUMBER

FT11711002

OCG SUPPLIER NUMBER

763888 002

Form completed by:

FIRST NAME

Elaine

LAST NAME

Bains

A



CONTRACT



GRANT

B



NEW / RE-AWARD



MODIFICATION / RENEWAL



CLOSE PRIOR TO
COMMITMENT

DESCRIPTION OF SERVICES

Early Intervention Services

PROCUREMENT PROCESS

(100) Open competitive process posted on BCBid (e.g. RFP)

AGREEMENT ON INTERNAL TRADE (AIT)

(300) Exempt Commodity/Service (Social Services)

NAME OF PAYEE (if Society, use Registered Name)

B.C. Family Hearing Resource Society

ADDRESS OF PAYEE (Street Address)

15220 92 Avenue

CITY/TOWN

Surrey

POSTAL CODE

V3R 2T8

TOTAL AMOUNT APPROVED
(excluding taxes)

\$4,568,334.38

PERIOD FROM
(YYYY/MM/DD)

2015/07/01

TO
(YYYY/MM/DD)

2018/03/31

PAY

MONTHLY

AND/OR

DATE FIRST/ONLY
PAYMENT IS DUE

EFFECTIVE DATE

☐ Subject to GST (select ALL)

PROGRAM	DUE DATE ACCOUNT USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT	SUBJECT TO GST
Early Intervention Services		18SLA	15055	8007	1800000	\$28,815.58	<input type="checkbox"/>
Total Amount of GST						\$0.00	

Add Row

EXPENSE AUTHORITY

Certified correct pursuant to sections 32 to 33.2 of the *Financial Administration Act* and related policies.

ALL PARTICULARS
CODING, EXTENSIONS &
TOTALS HAVE BEEN
CHECKED

PRINT NAME

SIGNATURE

DATE (YYYY/MM/DD)

Rebecca Storey

2017/11/27

ACCOUNTS
USE ONLY

COMMENTS

Increase monthly payment by \$2,664.31 April 1 2017 - Jan 30 2018 (New Monthly Amount \$141,069.90)
Increase monthly payment by \$1,086.24 Feb 1 2018 - Mar 31 2018 (New Monthly Amount \$142,156.14)



BRITISH
COLUMBIA

Ministry of Children
and Family Development

Authorization to Pay Contracts

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ACCOUNTS NOT SUPPORTED BY INVOICE

Original CF0025 to the applicable financial processing unit, must be accompanied by original Contract or Grant Approval (not photocopies) at least three weeks prior to payment being due.

CONTROL NUMBER

BE5816900

CONTRACT NUMBER

FT11711002

OCG SUPPLIER NUMBER

763888 002

Form completed by:

FIRST NAME

Elaine

LAST NAME

Bains

A

☒ CONTRACT

☐ GRANT

B

☐ NEW / RE-AWARD

☒ MODIFICATION / RENEWAL

☐

CLOSE PRIOR TO
COMMITMENT

DESCRIPTION OF SERVICES

Early Intervention Services

PROCUREMENT PROCESS

(100) Open competitive process posted on BCBid (e.g. RFP)

AGREEMENT ON INTERNAL TRADE (AIT)

(300) Exempt Commodity/Service (Social Services)

NAME OF PAYEE (if Society, use Registered Name)

B.C. Family Hearing Resource Society

ADDRESS OF PAYEE (Street Address)

15220 92 Avenue

CITY/TOWN

Surrey, BC

POSTAL CODE

V3R 2T8

TOTAL AMOUNT APPROVED
(excluding taxes)

\$3,481,886.16

PERIOD FROM
(YYYY/MM/DD)

2018/04/01

TO
(YYYY/MM/DD)

2020/03/31

PAY

MONTHLY

AND/OR

DATE FIRST/ONLY
PAYMENT IS DUE

EFFECTIVE DATE

☐ Subject to GST (select ALL)

PROGRAM	DUE DATE ACCOUNT USE ONLY	RESP	SERVICE LINE	STOB	PROJECT NO.	AMOUNT	SUBJECT TO GST
Early Intervention Services		18SLA	15055	8007	1800000	\$3,481,886.16	<input type="checkbox"/>
Total Amount of GST						\$0.00	

Add Row

EXPENSE AUTHORITY

Certified correct pursuant to sections 32 to 33.2 of the *Financial Administration Act* and related policies.

ALL PARTICULARS
CODING, EXTENSIONS &
TOTALS HAVE BEEN
CHECKED

PRINT NAME

SIGNATURE

DATE (YYYY/MM/DD)

Rebecca Storey

2018/05/10

ACCOUNTS
USE ONLY

COMMENTS

Modify monthly payments Apr 1 2018 to Mar 31 2020 to \$145,078.59