
SERVICE AGREEMENT



MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT



Ministry of
Children and Family
Development

MINISTRY SERVICE AGREEMENT:
FT08524005

DOING BUSINESS AS: Metis Family Services
Agreement Name: Delegated Residential & Foster
Care

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:

101 13680 105A AVENUE
SURREY, B.C.
CANADA V3T 2B3
Fax Number: (604)951-5838
Email: Sheila.Wilkins@gov.bc.ca

AND

LA SOCIÉTÉ DE LES ENFANTS MICHIF
(Legal Name)

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

13639 108TH AVE
SURREY, BC
V3T 2K4
Fax Number: (604)582-4280
Email: jsmith@metisfamilyservices.ca

The term for the Service Agreement begins on:

01/04/2016
(Day/Month/Year)

and ends on

31/03/2017
(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 24 day of
March, 2016 on behalf of the Province by its
duly authorized representative

Signature:

Print Name: Sheila Wilkins Jane Fong

Position: Community Services Manager or Designate

Responsibility
Centre: MGR COMM SRVCS SOUTH AB

SIGNED AND DELIVERED on the 24th day of
March, 2016 by or on behalf of the Contractor (or by its
authorized signatory or signatories if the Contractor is a corporation)

Signature:

Print Name: Judy Smith

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 01/04/2016 to 31/03/2017

Total Amount of Agreement (not including any applicable taxes)

s.16; s.17

Allocation by Programs and Services

Non-Program Services	
Additional Cost - Service Providers	s.16; s.17
Sub-Total	
Total	

Allocation by Community

Communities Served	
White Rock ✓	s.16; s.17
South Surrey ✓	
Delta	
Tri-Cities	
Langley ✓	
Ridge Meadows	
Surrey ✓	
New Westminster ~	
Burnaby ✓	
Total	

Allocation by Business Area

Core Business Area	Business Area - Sub Business Area	
Child and Family Development	Permanency Planning for Children and Youth/Children in Care	s.16; s.17
	Sub-Total	
	Total	

SCHEDULE A - SERVICES

Service Description

The Contractor will provide services in accordance with the attached Metis Family Services Delegation Agreement dated May 15, 2013.

The Contractor will provide or deliver, or will cause to be delivered, the foster and residential care network in support of the transfer of delegated service, and as described by the Metis Family Services Delegation Agreement dated May 15, 2013. The transfer of the residential care network includes the responsibility for managing and maintaining the foster parent payment system utilizing the RAP payment system.

The Funding Agreement

Annualized Funding

For fiscal year 2016-17, the Contractor's total baseline budget for the provision of the above services is s.16; s.17. It is anticipated that the Contractor will use MCFD resources at a cost of s.16; s.17.

The annualized MCFD funding net of recoveries for borrowed resources will be s.16; s.17.

	Budget	MCFD Funding	In Kind (Use of MCFD Resources)
Residential/Resources	s.16; s.17		
Supports			
Total Budget			

Funding Allocation & Quarterly Payments

	MCFD Funding
Residential/Resources	s.16; s.17
Independent Living	
Guardianship	
Youth Agreements	
Support to Families	
Total MCFD Funding	
Quarterly Payments	

Quarterly payments are as follows:

- (a) s.16; s.17 to be paid by April 1, 2016.
- (b) to be paid by July 1, 2016.
- (c) to be paid by October 1, 2016.
- (d) to be paid by January 1, 2017.

Payment Reconciliation & Adjustment

During the course of this agreement, the Ministry and the Contractor will continue the process of reconciling payments. This process will also confirm and establish the final baseline funding amount for transfer to the Contractor. The Ministry reserves the right to make adjustments to the total annualized funding and the quarterly payments based upon the payment reconciliations over the term of the agreement.

For the duration of the Term of the Agreement, the funding is estimated based on identified cash flow needs to sustain existing foster home payments.

The Ministry will provide CABI reporting in support of the payments made through the RAP system.

NON-PROGRAM SERVICES

ADDITIONAL COST- SERVICE PROVIDERS		Total Amount	s.16; s.17
Definitions			
Project Code	4450		
Name	...		
Reporting Frequency			
Core Business Area	Child and Family Development		
Business Area	Permanency Planning for Children and Youth		
Sub Business Area	Children in Care		
Communities Served			
✓ Burnaby	Recipient(s)	0 to 18 years	Amount
✓ Delta	Recipient(s)	0 to 18 years	Amount
✓ Langley	Recipient(s)	0 to 18 years	Amount
✓ New Westminster	Recipient(s)	0 to 18 years	Amount
✓ Ridge Meadows	Recipient(s)	0 to 18 years	Amount
✓ South Surrey	Recipient(s)	0 to 18 years	Amount
✓ Surrey	Recipient(s)	0 to 18 years	Amount
✓ Tri-Cities	Recipient(s)	0 to 18 years	Amount
✓ White Rock	Recipient(s)	0 to 18 years	Amount

BUSINESS AREA OUTCOMES

- Families have an enhanced capacity to care for their children
- Extended Families and communities are actively engaged and caring for children
- Children and youth are healthy and have a sense of well-being
- Children and youth are free from abuse, neglect and exploitation
- Children and youth experience stability and permanence in their family and alternative family environment
- Children in care are engaged and successful at school and experience positive outcomes
- Children in care transition successfully to adulthood through appropriate supports and supportive relationships

Attachments

Name	Delegation Agreement May 2013	<i>Delegation Agreement 2013.pdf</i>
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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 s.16; s.17 (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 Flexible

We will pay you as described in the following payment schedule:

Date	Service	Amount	Total
April 1, 2016	Additional Cost - Service Providers	s.16; s.17	
July 1, 2016	Additional Cost - Service Providers		
October 1, 2016	Additional Cost - Service Providers		
January 1, 2017	Additional Cost - Service Providers		

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

Subcontractors

- I.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 or 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.

Agency Name:	Melita Family Services
Contract Number:	FL00599F16
Contract Name:	MAIN Delegated
Time Period:	From: April 1, 2016 To: March 31, 2017
Completed By:	Aileen Lomotan

	TOTAL	CEO	Admin	Resource	Guardianship	CPW	FY2016/2016	2017 V 2016
FTEs	22.00	1.00	4.00	2.0	7.0	8.0	21.75	DIFFERENCE
Wages and Benefits								
Supervisor	s.16; s.17							
Staff Wages								
Staff Benefits								
A) Sub Total Wages and Benefits								
Program Costs								
Activities and meetings								
Staff Transportation								
Training & Professional Development								
B) Sub Total Program Costs								
Facility Cost								
Rent/Lease/Mortgage								
Insurance								
Maintenance								
Utilities and Janitor								
C) Sub Total Facility Costs								
D) Sub Total Administration Costs (Max 10% of (A+B))								
Accounting Service	s.16; s.17							
Advertising								
Alarm								
Board expenses								
Computer Lease								
Computer Supplies								
Courier								
Internet Service								
Photocopier								
Postage								
Service Charges								
Office & General								
Telephone, Fax								
	6.58%							
Total Program Delivery Cost (Total A+B+C+D)	s.16; s.17							
FY 2016/2016								
Difference								

MFS SALARY ANALYSIS
Top Grid Compensation

Position	FTE	Classification	Top Grid	Hourly rate	Salary	EL/CPP/WC B/MSP	Medical /Dental	MPP	Total Benefits	TOTAL FY2016_2017	TOTAL FY2015_2016	Hourly rate FY2015_2016	(ESD) Hourly rate Feb 7	Difference	Hours Feb 7 to March 31	OTO Feb 7 to March 31
ADMIN																
CEO	1	Management	n/a	n/a	s.16; s.17											
F & HR Manager	1	Management	n/a	n/a												
OTC Admin /EA	1	excluded	n/a	n/a												
Finance Clerk	1	PP 14-P	step 4	s.16;												
Reception	1	UJEP G5 (red circled)	step 4	s.17												
	5															
RESOURCE																
Res Worker	1	SPO 24	step 5	s.16; s.17												
Res Worker	1	SPO 24	step 5													
	2															
GUARDIANSHIP																
Team Leader	1	DS	step 5	s.16; s.17												
Guard Worker	1	SPO 24	step 5													
Guard Worker	1	SPO 24	step 5													
Guard Worker	1	SPO 24	step 5													
Guard Worker	1	SPO 24	step 5													
Guard Worker	1	SPO 24	step 5													
Clerk	1	PA G7 (red circled)	step 5													
	7															
CHILD PROTECTION																
Team Leader	1	DS	step 5	s.16; s.17												
Clerk	1	PA G7	step 5													
CP Worker	1	SPO 24	step 5													
CP Worker	1	SPO 24	step 5													
CP Worker	1	SPO 24	step 5													
CP Worker	1	SPO 24	step 5													
CP Worker	1	SPO 24	step 5													
CP Worker	1	SPO 24	step 5													
	8															
TOTAL MAIN DELEGATED	22				s.16; s.17						s.16; s.17					s.16; s.17
DIFFERENCE (2017 v 2016)													benefits	28%		
TOTAL													OTO (ESD)			

19/01/2016

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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

LA SOCIETE DE LES ENFANTS MICHIF
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT08524005, beginning July 01, 2017.
B. The parties have agreed to modify the Agreement effective November 01, 2018.

AGREEMENT

Schedule A is modified to provide aboriginal CIC cultural funding in the amount of s.16; s.17 in fiscal 18/19 as per the attached funding form. The funding will be provided in three instalment payments:

November 1, 2018 - s.16; s.17
December 1, 2018 -
December 31, 2018

Schedule B, Section 1.1 Aggregate Maximum is modified to increase the aggregate by s.16; s.17 from s.16; s.17 to the new aggregate of s.16; s.17

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 November, 2018.

SIGNED AND DELIVERED on the <u>31</u> day of <u>Oct</u> <u>2018</u> on behalf of the Province by its duly authorized representative Signature: <u>Jackie Lee</u> Print Name: <u>Jackie Lee</u> Position: <u>Executive Director</u> Responsibility Centre:	SIGNED AND DELIVERED on the <u>29th</u> day of <u>October</u> , 2018 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature: <u>Betty Kao Lin</u> Print Name: <u>Betty Kao Lin</u> Position: <u>As Executive Director</u> Signature: Print Name: Position:
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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

LA SOCIETE DE LES ENFANTS MICHIF
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT08524005, beginning April 01, 2019.
B. The parties have agreed to modify the Agreement effective April 01, 2019.

AGREEMENT

Schedule A is modified to add a one-time only payment of s.16; s.17 for adoptions as laid out in the attached funding proposal.

Schedule B, Section 1.1 Aggregate Maximum will be modified to increase by s.16; s.17 from the old aggregate of s.16; s.17 to the new aggregate of s.16; s.17

Additional Information

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

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

<p>SIGNED AND DELIVERED on the <u>16th</u> day of <u>Apr</u>, <u>2019</u> on behalf of the Province by its duly authorized representative</p> <p>Signature: <u>[Signature]</u></p> <p>Print Name: <u>Samantha Cocker</u></p> <p>Position: <u>Executive Director</u></p> <p>Responsibility</p> <p>Centre:</p>	<p>SIGNED AND DELIVERED on the <u>17th</u> day of <u>April</u>, <u>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>Betty Kao-Lin</u></p> <p>Position: <u>A/Executive Director</u></p> <p>Signature:</p> <p>Print Name:</p> <p>Position:</p>
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REQUEST DETAILS**AMOUNT REQUESTED**

Returning to the homeland where children who are affiliated to a First Nation would be able to visit their homeland.

s.16; s.17

Honouring Ceremony which happens in July—we always honour our Adoptive families and sash them all and provide them with some cultural gifts.

Metis literature for the Adoptive parents and age appropriate books for the children

We would love to have a support group for Adoptive parents who have adopted Metis children and be able to provide them with food and beverages

We would like to be able to offer some Cultural teachings to those who might be considering adopting. So monies for honorariums for our Elders

Contract Action Request (CAR) Form

Contractor Name	La Societe De Les Enfants Michif (Dba Metis Family Services)
Contract #	TBD
PAC S/O	
Contract Admin	
Contract Action	Modification
Contract Template	Service Agreement (CWT)
Effective Date (Start-End or Mod Date)	25March2019-
Resp Centre	18XNC - Adoption
Procurement Code	208 - Direct Award - Shared Cost Arrangement (Financial Assistance)
Direct Award Justification Required	Yes
AIT Code	300 - Purchase of an exempted commodity/service
PO Class	A - Shared Cost Arrangement
Service Line	14354- Adoption Support Services
Project Code	1800000
STOB	8007
SSM (formerly ESM) Applicable	No
GST Applicable	No
Treasury Board Approval Required (Financing Arrangement)	No

Commented [AC1]: DAA contract

EA Signatory	Renea Bacy, Executive Director
Contract Signatory	Betty Kao-Lin, Acting Executive Director

Contract Aggregate	Current Aggregate S.16; S.17
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Schedule A - Preamble

Service Description

1. Returning to the homeland
 - a. Children who are affiliated to a First Nation would be able to visit their homeland.
2. Honouring Ceremony - July 2019
 - a. To honour our Adoptive families, sash them all, and provide them with some cultural gifts.
3. Metis literature for the Adoptive parents and age appropriate books for the children
4. Support Group for Adoptive Parents
 - a. Support group for adoptive parents who have adopted Metis children
 - b. Food and beverages provided
5. Cultural teachings
 - a. Cultural teaching offered to those who might be considering adopting
 - b. Honorariums for our Elders included in Program Costs

Schedule B - Payment

Effective March 23, 2019, a lump-sum payment of S.16; will be provided by Direct Deposit for the Services described in Schedule A.

Schedule D - Insurance

Insurance Requirement	Social Services Group Liability Program (SSGLP) Eligible
Additional Insurance (if applicable)	

Schedule I - Reporting

Program Reporting:

The Program Reporting will be due 30 days after the Reporting Period and will include the following:

- # of visits to children's homeland

Contract Action Request (CAR) Form

- # in attendance at support groups
- Description of cultural teaching activities

Financial Reporting:

Financial Reporting

Financial Reports must include the following:

- Staffing Costs
- Program Costs
- Administrative Costs (not to exceed 10% of actual expenditures)

Reporting Frequency:

Reports are to be provided for the following periods on or before the reporting deadline:

Reporting Period	Report Deadline
March 25, 2019-September 30, 2019	October 30, 2019
October 1, 2019 – March 31, 2020	April 30, 2020

All Reports are to be submitted to:


Contract Manager @ email address

And to Procurement and Contract Specialist at MCFKContract@gov.bc.ca

The contractor is requested to please insert the following in to the subject line when submitting reports electronically for ease of identification of nature of the correspondence:

Subject: (Contractor Name) (Contract Number) Financial Report (or program report, etc) [end date of reporting period]

Attachments

	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

LA SOCIÉTÉ DE LES ENFANTS MICHIF
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT08524005, beginning April 01, 2019.
B. The parties have agreed to modify the Agreement effective September 01, 2019.

AGREEMENT

Schedule A – Services, Heading The Funding Agreement, Section (f) the table showing the annual funding amount for fiscal 19/20 is replaced by the following table.

	Formula Based	Estimate (will be reconciled to Actuals)	Total
Direct Staffing	s.16; s.17		
Infrastructure			
Sub total operational funding			
Child Maintenance			
Residential Placements/Guardianship/Independent Living/YA and AYA			
Ancillary Support Services			
Subtotal Child Maintenance			
Total Provincial Funding			
Minus Children's Special Allowance			
MCFD annual contract value			

The Appendix to the Agreement - MFS Delegated Services Budget and Funding Allocation FY20 is replaced by the attached new Appendix.

The annual funding amount is changed to s.16; s.17 from s.16; s.17, an increase of s.16; s.17. The increase is a result of the following three items:

- Reduce the benefit rate from 28% to 24.32%
- Increase the pay grid for the 9 FTEs Child Protection Workers to grid SPO25
- Increase the administration cost percentage from 15% to 20%

Schedule B Section 2.1 monthly payment is modified to increase the monthly amount by s.16; s.17 from s.16; s.17 to s.16; s.17 effective September 1, 2019.

Schedule B Section 2.3 OTO and Flexible Payment is modified to add a one-time only amount of s.16; s.17 for the amount owed between April 1, 2019 and August 31, 2019 at s.16; s.17 x 5 months.


Schedule B Section 1.1 Aggregate Maximum has been increased by s.16; s.17 from the old aggregate of s.16; s.17 to the new aggregate of s.16; s.17

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, 2019.

<p>SIGNED AND DELIVERED on the <u>17th</u> day of <u>Oct</u> <u>2019</u> on behalf of the Province by its duly authorized representative</p> <p>Signature: <u>[Signature]</u></p> <p>Print Name: <u>Samantha Cocker</u></p> <p>Position: <u>Executive Director</u></p> <p>Responsibility Centre: _____</p>	<p>SIGNED AND DELIVERED on the <u>8th</u> day of <u>October</u> <u>2019</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)</p> <p>Signature: <u>[Signature]</u></p> <p>Print Name: <u>Betty Kao-Lih</u></p> <p>Position: <u>A/Executive Director</u></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Position: _____</p>
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 BRITISH COLUMBIA	Ministry of Children and Family Development	MODIFICATION AGREEMENT
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BETWEEN

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

AND

LA SOCIETE DE LES ENFANTS MICHIF
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT08524005, beginning July 01, 2017.
B. The parties have agreed to modify the Agreement effective October 01, 2018.

AGREEMENT

The term of the Agreement has been extended to end on December 31, 2018.

Schedule B Section 2.3 Flexible payment is modified to add

Date	Service	Amount	Total
October 1, 2018	Additional Cost – Service Providers	s.16; s.17	

Schedule B Section 1.1 Aggregate Maximum has been increased by s.16; s.17 x 3 months +
s.16; s.17 from the old aggregate of s.16; s.17 to the new aggregate of s.16; s.17

Additional Information

- I. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 1st day of October, 2018.

<p>SIGNED AND DELIVERED on the <u>20th</u> day of <u>September 2018</u> on behalf of the Province by its duly authorized representative</p> <p>Signature: <u>[Signature]</u></p> <p>Print Name: <u>Jackie Leo</u></p> <p>Position: <u>Executive Director, Quality Assurance</u></p> <p>Responsibility Centre: _____</p>	<p>SIGNED AND DELIVERED on the <u>19th</u> day of <u>September 2018</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>Betty Kao-Liu</u></p> <p>Position: <u>Acting CRO ED</u></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Position: _____</p>
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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

LA SOCIETE DE LES ENFANTS MICHIF
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT08524005, beginning July 01, 2017.
B. The parties have agreed to modify the Agreement effective December 01, 2018.

AGREEMENT

The term of the Agreement has been extended to end on March 31, 2019.

Schedule B Section 2.3 Flexible payment is modified to add:

Date	Service	Amount	Total
January 1, 2018	Additional Cost – Service Providers	s.16; s.17	


Schedule B Section 1.1 Aggregate Maximum has been increased by s.16; s.17 x 3 months +
s.16; s.17 from the old aggregate of s.16; s.17 to the new aggregate of s.16; s.17

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 December, 2018.

SIGNED AND DELIVERED on the <u>04</u> day of <u>JAN</u> , <u>2019</u> on behalf of the Province by its duly authorized representative Signature: <u>[Signature]</u> Print Name: <u>Samantha Cocker</u> Position: <u>Executive Director</u> Responsibility Centre:	SIGNED AND DELIVERED on the <u>01st</u> day of <u>December 2018</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>Betty Kao-Lin</u> Position: <u>Executive Director</u> Signature: Print Name: Position:
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 BRITISH COLUMBIA	Ministry of Children and Family Development	MODIFICATION AGREEMENT
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BETWEEN

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

AND

LA SOCIETE DE LES ENFANTS MICHIF

(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT08524005, beginning July 01, 2017.
B. The parties have agreed to modify the Agreement effective June 01, 2018.

AGREEMENT

The term of the Agreement has been extended to end on September 30, 2018.

Schedule B, Section 2.3 Flexible payment is modified to add

Date	Service	Amount	Total
July 1, 2018	Additional Cost – Service Providers	s.16; s.17	

Schedule B, Section 1.1 Aggregate Maximum has been increased by s.16; s.17 x 3 months +
s.16; s.17 from the old aggregate of s.16; s.17 to the new aggregate of s.16; s.17

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 June, 2018.

SIGNED AND DELIVERED on the <u>29th</u> day of <u>June</u> , 2018 on behalf of the Province by its duly authorized representative Signature: <u>[Signature]</u> Print Name: <u>Jackie Lee</u> Position: <u>Executive Director</u> Responsibility Centre: _____	SIGNED AND DELIVERED on the <u>28th</u> day of <u>June</u> 2018 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>Betty Kao-Lin</u> Position: <u>Acting Executive Director</u> Signature: _____ Print Name: _____ Position: _____
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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

LA SOCIETE DE LES ENFANTS MICHIF
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT08524005, beginning April 01, 2020.
B. The parties have agreed to modify the Agreement effective November 01, 2020.

AGREEMENT

Schedule B, Payments is modified to add a one-time only payment of s.16; s.17 for the child maintenance owed in fiscal 19-20 as a result of the annual year-end child maintenance payment reconciliation process (refer to the attached spreadsheet).

Schedule B, Section 1.1 Aggregate Maximum is increased by s.16; s.17 from the old aggregate of s.16; s.17 to the new aggregate of s.16; s.17

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 November, 2020.

<p>SIGNED AND DELIVERED on the <u>24th</u> day of <u>November, 2020</u> on behalf of the Province by its duly authorized representative</p> <p>Signature: <u>[Signature]</u></p> <p>Print Name: <u>Shelley Latrielle</u></p> <p>Position: <u>A/ Deputy Director of Child Welfare</u></p> <p>Responsibility Centre: <u>Designate Director MCFD</u></p>	<p>SIGNED AND DELIVERED on the <u>24th</u> day of <u>November 2020</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>Betty Kao-Lin</u></p> <p>Position: <u>A/ Executive Director</u></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Position: _____</p>
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SUMMARY

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

s.16; s.17

Total Amount of Agreement (not including any applicable taxes)

Allocation by Programs and Services

Grouped Services	
The Resolutions Program	
Intervention - General	s.16; s.17
Non-Program Services	
	Sub-Total
	Total

Allocation by Community

Communities Served	
Surrey	s.16; s.17
	Total

Allocation by Business Area

Core Business Area	Business Area - Sub Business Area	
Child and Family Development		
	Family Development/Family Preservation and Reunification	s.16; s.17
		Sub-Total
		Total

SCHEDULE A - SERVICES

The following additions are effective from November 1, 2020 to March 31, 2021:

Inputs

4. Youth Circle and Support 1 FTE (subcontractor)

Outputs

4. Youth Circle and Support (up to s.16; s.17)
- for youth and pre-teens who are not in care or under any legal agreement with the Director
 - supports will be adjusted based on the needs of the youth/pre-teen and the family
 - support youth/pre-teens in meeting identified goals (e.g. independence, life skills type goals) and provide mentoring support
 - youth will be supported for 1-2 hours to participate in community events, cultural, and/or recreational events

The following addition is effective from January 1, 2021 to March 31, 2021:

5. Support to Families (up to s.16; s.17)
- Address food security by providing food resources, traditional knowledge from elders, recipes, training, kitchen tools, grocery gift cards, and emergency food baskets for up to 80 families in need
 - Provide support for families with infants to ensure they have sufficient food, formula, diapers, bottles, clothing, etc.
 - Support positive mental health support and enhance relationships through providing recreational activities, toys and educational materials for use by families in personal homes
 - Address home cleanliness and sanitizing needs by providing support to families with a vacuum and/or cleaning supplies

The Resolutions Program

SERVICE: INTERVENTION - GENERAL		Total Amount	s.16; s.17
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	18CA289		
Input	Qualified Staff		
Output Indicators	# Direct Hours	Quantity	
	# Recipients		
Reporting Frequency	Quarterly		
Core Business Area	Child and Family Development		
Business Area	Family Development		
Sub Business Area	Family Preservation and Reunification		
Aboriginal	Yes		
Communities Served			s.16; s.17
Surrey	Recipient(s)	0 to 18 years	Amount
Surrey	Recipient(s)	Parents/Caregivers	Amount

This allocation is provided as an estimate.

BUSINESS AREA OUTCOMES


- Families have an enhanced capacity to care for their children
- Extended Families and communities are actively engaged and caring for children
- Children and youth are healthy and have a sense of well-being
- Children and youth are free from abuse, neglect and exploitation
- Children and youth experience stability and permanence in their family and alternative family environment
- Children in care are engaged and successful at school and experience positive outcomes
- Children in care transition successfully to adulthood through appropriate supports and supportive relationships

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. Life Ready Facilitated Care Ltd

 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

LA SOCIETE DE LES ENFANTS MICHIF
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT08524005, beginning July 01, 2017.
B. The parties have agreed to modify the Agreement effective November 01, 2017.

AGREEMENT

Schedule B – PAYMENT Section 2.2 is modified to add an OTO payment of s.16; s.17 for the shortage in funding from April 1, 2017 to December 31, 2017 in child maintenance per the schedule below.

Schedule B – PAYMENT Section 2.3 Flexible payment is modified to: increase January 1, 2018 payment by s.16; s.17 from s.16; s.17 to s.16; s.17 increase April 1, 2018 payment by s.16; s.17 from s.16; s.17 to s.16; s.17. The increase is to cover the shortage in funding in child maintenance per the schedule below.

Schedule B – PAYMENT Section 1.1 Aggregate Maximum is modified to increase the aggregate by s.16; s.17 to a new aggregate maximum of s.16; s.17

	Original Maintenance	Outside RAP for Guardianship/IL/YAG	TOTAL
April - December OTO	s.16; s.17		
Addition to Jan Payment			

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 November, 2017.

SIGNED AND DELIVERED on the <u>28th</u> day of <u>November, 2017</u> on behalf of the Province by its duty authorized representative	SIGNED AND DELIVERED on the <u>27th</u> day of <u>November, 2017</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>	Signature: <u>[Signature]</u>
Print Name: <u>Jackie Lee</u>	Print Name: <u>Judy Smith</u>
Position: <u>Executive Director</u>	Position: <u>Executive Director or Designate</u>
Responsibility: _____	Signature: _____
Centre: _____	Print Name: _____
	Position: _____


Printed: 2017.11.27 12:15:51

LA SOCIÉTÉ DE LES ENFANTS MICHIF

2 of 2

Agreement No: FT08524005

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

 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

LA SOCIETE DE LES ENFANTS MICHIF
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT08524005, beginning April 01, 2019.
B. The parties have agreed to modify the Agreement effective February 01, 2020.

AGREEMENT

Schedule B, Payments is modified to add a one-time only payment of s.16; s.17 for fiscal 19/20 maintenance funding to reflect the Contractor's cash flow requirement based on the year-to-date December 31, 2019 report. The OTO amount includes s.16; s.17 for the year-to-date child maintenance deficit indicated in the said report and s.16; s.17 for the portion of projected deficit in the remaining months of the fiscal year.

Schedule B, Section 1.1 Aggregate Maximum is increased by s.16; s.17 from the old aggregate of s.16; s.17 to the new aggregate of s.16; s.17

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 February, 2020.

<p>SIGNED AND DELIVERED on the <u>20th</u> day of <u>Feb</u>, <u>2020</u> on behalf of the Province by its duly authorized representative</p> <p>Signature: <u>[Signature]</u></p> <p>Print Name: <u>Samantha Cocker</u></p> <p>Position: <u>Deputy Director of Child Welfare</u></p> <p>Responsibility: _____</p> <p>Centre: _____</p>	<p>SIGNED AND DELIVERED on the <u>18th</u> day of <u>February, 2020</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>Betty Kao-Lin</u></p> <p>Position: <u>Executive Director</u></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Position: _____</p>
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Printed: 2020.02.14 14:06:28

LA SOCIETE DE LES ENFANTS MICHIF

1 of 2

Agreement No: FT08524005

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



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

LA SOCIETE DE LES ENFANTS MICHIF
(Legal Name)

BACKGROUND

A. The parties entered into an Agreement FT08524005, beginning April 01, 2019.

B. The parties have agreed to modify the Agreement effective December 01, 2019.

AGREEMENT

Schedule B Payment is modified to add a one-time only payment of s.16; s.17 for fiscal 19/20 maintenance funding to reflect the Contractor's cash flow requirement based on the year-to-date November 30, 2019 expenditure report.


Schedule B, Section 1.1 Aggregate Maximum is modified to increase the aggregate by s.16; s.17 from the old aggregate of s.16; s.17 to the new aggregate of s.16; s.17

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 December, 2019.

<p>SIGNED AND DELIVERED on the <u>10th</u> day of <u>December</u> on behalf of the Province by its duly authorized representative</p> <p>Signature: <u>[Signature]</u></p> <p>Print Name: <u>Samantha Cocker</u></p> <p>Position: <u>Executive Director</u></p> <p>Responsibility Centre: _____</p>	<p>SIGNED AND DELIVERED on the <u>10th</u> day of <u>December</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>Betty Kao-Lin</u></p> <p>Position: <u>Executive Director</u></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Position: _____</p>
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 BRITISH COLUMBIA	Ministry of Children and Family Development	MODIFICATION AGREEMENT
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BETWEEN

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

AND

LA SOCIÉTÉ DE LES ENFANTS MICHIF
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT08524005, beginning April 01, 2019.
B. The parties have agreed to modify the Agreement effective August 01, 2019.

AGREEMENT

Schedule A is modified to provide Aboriginal CIC cultural funding in the amount of s.16; s.17 in fiscal 19/20 as per the attached funding form.

Schedule B, Section 1.1 Aggregate Maximum is modified to increase the aggregate by s.16; s.17 from the old aggregate of s.16; s.17 to the new aggregate of s.16; s.17

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 August, 2019.

<p>SIGNED AND DELIVERED on the <u>8th</u> day of <u>Aug</u> <u>2019</u> on behalf of the Province by its duly authorized representative</p> <p>Signature: <u><i>Samantha Cocker</i></u></p> <p>Print Name: <u>Samantha Cocker</u></p> <p>Position: <u>Executive Director</u></p> <p>Responsibility Centre: _____</p>	<p>SIGNED AND DELIVERED on the <u>31st</u> day of <u>July</u> <u>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><i>Betty Kao-Lin</i></u></p> <p>Print Name: <u>Betty Kao-Lin</u></p> <p>Position: <u>Executive Director</u></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Position: _____</p>
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ABORIGINAL INITIATIVE OTO FUNDING REQUEST FORM

SUMMARY

DAA: Metis Family Services (MFS)

Location: #312-7485 130th St. Surrey, B.C. V3W 1H8

Category of spending (please indicate):

- 1) Cultural Activity : Cultural Ceremonies, programs, training and activities
- 2) Cultural Activity: Family Photo Day
- 3) Cultural Activity: Returning to the Homeland
- 4) Cultural Activity: Planning Circles
- 5) Cultural Activity: Whitford/Desjarlais Annual Family Reunion
- 6) Cultural Activity: Youth circles
- 7) Cultural Activity: Family Night
- 8) Cultural Material/Language: Metis Library of Literature and Resource Material
- 9) Cultural Activity: Sage Picking
- 10) Cultural Activity: Winter Solstice Celebration
- 11) Cultural Activity: Elders' Luncheon
- 12) Cultural Activity: Client Support & Programming
- 13) Cultural Activity: Transitioning of children and youth back home to parents/family

CS file id:

- 1) Group activities—For all ages and for children and families
- 2) Group Activities—For all ages (this year we had 12 families participate)
- 3) Group Activities—There is a plan for 8 children to go to Gull Bay, Ontario, another child to Ontario and another 2 to Saddle Lake and another to Sioux Valley
- 4) Group Activities—For our families and the TCO's
- 5) Group Activities—These children range from 3-18 years of age (around 15-20)
- 6) Group Activities—Up to 20 Youth
- 7) Group Activities—Up to 20 children and their families
- 8) Cultural Material—For all staff and clients to use
- 9) Group Activity for staff but used in all ceremonies—all CIC's benefit from the medicine
- 10) Group Activities—All our CIC's
- 11) Group Activity—Elders and TL
- 12) Group Activity—All our CIC's
- 13) Group Activity—For our CIC's returning home

ABORIGINAL INITIATIVE OTO FUNDING REQUEST FORM

DAA: Metis Family Services (MFS)

Location: #312-7485 130th St. Surrey, B.C. V3W 1H8

Request details:

1) Cultural Ceremonies, programs, training and activities:

Honouring ceremony—on July 11th MFS will have a ceremony for our children transitioning to adulthood. We also honour our adoptive families who adopted children. CIC's who accomplished something special like getting their driver's licence and doing well in school and anything that we felt would have been a great challenge for some of our children/youth. We provided sashes, blankets, medicine kit, medicines and water bottles, Metis related items (stickers, pins, pens)

Elder Dorothy provides Metis Cultural Sharing.

Jigging in the Fall (September)

s.16; s.17

2) Family Photo Day: This is where families can receive professional portraits taken by our Program Manager, which they normally would not be able to afford. We also provide food and activities and face painting so the families can have a fun day together

s.16; s.17

3) Returning to the homeland: This enables our children to connect to the land and territory, cultural roots and to assist them in meeting loved ones. This will pay for transportation, accommodations and meals.

s.16; s.17

4) Planning Circles: Providing families an opportunity to plan for their children and ensure they are safe, using Metis Elders. This pays for food at these circles and honorarium for the Elder.

s.16; s.17

5) Whitford/Desjarlais Annual Family Reunion: This visit happens once a year with all the children/youth from this extended family. Some of the children/youth are in care, some have been adopted, and some are not in care. We provide the food, photos and activities for over 20 children/youth and adults.

s.16; s.17

6) Youth circles: Providing our youth with smudging, drum making and painting the drums with our Elder Dorothy. Providing the Youth with the Metis teachings from our Elders

s.16; s.17

7) Family Night: Providing families with the opportunity to share a meal and do crafts and learn some Metis teachings and history.

s.16; s.17

8)Cultural Library and Literacy Program: funds are requested to establish a library of cultural material (books, DVDs, magazines, Lifebooks), and language resources, as well as to hire volunteers/elders to assist in improving literacy, and learning the Mischif language.

s.16; s.17

9)Sage Picking: staff learn the traditional teachings and gathering event. This pays for the gas To go to Merritt to pick the sage (done in May)

s.16; s.17

10)Winter Solstice Celebrations: 2 events—one for children and one for youth—annual celebration to share culture, festivities and food and provide hampers for our Youth on Independent Living.

s.16; s.17

11)Elder's Luncheon: This year will happen in July for about 12 Elders from the community and we will provide food, gifts and entertainment

s.16; s.17

12)Client Support and Programming : Respected Elder and Cultural Worker who provide families, and staff with cultural counselling, support and guidance, to support service plans and genograms for children and their families.

s.16; s.17

13)Helping to transition our children back home to their parents: Providing support as well as food and resources to ensure there is a successful return to parents.

s.16; s.17

TOTAL:

s.16; s.17

Summary

s.16; s.17

Cultural Ceremonies, programs, training and activities

Family Photo Day

Returning to the Homeland

Planning Circles

Whitford/Desjarlais Annual Family Reunion

Youth circles

Family Night

Metis Library of Literature and Resource Material

Sage Picking

Winter Solstice Celebration

Elders' Luncheon

Client Support & Programming

Transitioning of children and youth back home to
parents**Total****SUBMIT TO:**Samantha Cocker, Deputy Director Child Welfare,
Aboriginal Services Branch, MCFD



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

LA SOCIETE DE LES ENFANTS MICHIF
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT08524005, beginning April 01, 2016.
B. The parties have agreed to modify the Agreement effective April 01, 2016.

AGREEMENT

- 1.1 Section 1.1 Aggregate Maximum is increased by s.16; s.17 from s.16; s.17 to the new aggregate of s.16; s.17
1.2 Schedule B Payments has been modified to add a One-Time-Only payment of s.16; s.17 as an adjustment to the total annualized Residential/Resources funding required by the Contractor to cover residential costs. This adjustment is based upon a payment reconciliation completed in the 2nd quarter of the 2016-17 fiscal year.

Additional Information

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

The parties have duly executed this modification agreement as of the 1st day of April, 2016.

<p>SIGNED AND DELIVERED on the <u>4th</u> day of <u>October</u>, <u>2016</u> on behalf of the Province by its duly authorized representative</p> <p>Signature: <u>[Signature]</u></p> <p>Print Name: <u>Sheila Wilkins</u></p> <p>Position: <u>Community Services Manager or Designate</u></p> <p>Responsibility Centre: _____</p>	<p>SIGNED AND DELIVERED on the <u>3rd</u> day of <u>October</u>, <u>2016</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>Judy Smith</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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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

LA SOCIETE DE LES ENFANTS MICHIF
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT08524005, beginning April 01, 2016.
B. The parties have agreed to modify the Agreement effective April 01, 2017.

AGREEMENT

1. Funding Term is modified to extend the term for 3 months from April 1, 2017 – June 30, 2017.
2. Schedule B, Section 2.1 Payments has been modified to add a flexible payment for s.16; s.17 effective April 1, 2017.
3. Schedule B, Section 1.1 Aggregate Maximum is increased by s.16; s.17 from s.16; s.17 to the new aggregate of s.16; s.17

Additional Information

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

The parties have duly executed this modification agreement as of the 1st day of April, 2017.


SIGNED AND DELIVERED on the <u>28th</u> day of <u>March, 2017</u> on behalf of the Province by its duly authorized representative: Signature: <u>[Signature]</u> Print Name: <u>Maninder Sandher</u> Position: <u>Director of Operations or Designate</u> Responsibility Centre:	SIGNED AND DELIVERED on the <u>28th</u> day of <u>March, 2017</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>Judy Smith</u> Position: <u>Executive Director or Designate</u> Signature: Print Name: Position:
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Printed: 2017.03.28 09:33:57
Agreement No: FT08524005

LA SOCIETE DE LES ENFANTS MICHIF

1 of 2

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

 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

LA SOCIÉTÉ DE LES ENFANTS MICHIF
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT08524005, beginning July 01, 2017.
B. The parties have agreed to modify the Agreement effective January 01, 2019.

AGREEMENT

Schedule B, Payments is modified to add a one-time only payment of s.16; s.17 for the following four items as per the attached spreadsheets:

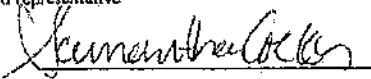

- 1) s.16; for wage increase from Feb 1, 2018 - Mar 31, 2018;
- 2) s.16; s.17 for April 1, 2018 wage increase from Apr 1, 2018 - Mar 31, 2019;
- 3) s.16; s.17 for February 1, 2019 wage increase from Feb 1, 2019 - Mar 31, 2019;
- 4) s.16; s.17 for reclassification of SPO28 to SPO30 covering the period from Oct 2017 to Mar 2019.

Schedule B, Section 1.1 Aggregate Maximum is modified to increase the aggregate by s.16; s.17 from s.16; s.17 to the new aggregate of s.16; s.17

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 January, 2019.

SIGNED AND DELIVERED on the <u>21</u> day of <u>January 2019</u> on behalf of the Province by its duly authorized representative Signature: <u></u> Print Name: <u>Samantha Cocker</u> Position: <u>Executive Director</u> Responsibility Centre: _____	SIGNED AND DELIVERED on the <u>1st</u> day of <u>January 2019</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>Betty Kao-Lin</u> Position: <u>A/ Executive Director</u> Signature: _____ Print Name: _____ Position: _____
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Printed: 2019.01.16 11:33:42
Agreement No: FT08524005

LA SOCIÉTÉ DE LES ENFANTS MICHIF

2 of 2.

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


Worksheet - One Time Only Funding for Wage Increase, SPO30 Reclassification

	# of positions	MCFD 100%	bi-weekly rate April 2, 2017 (GEU top grid or ML for exclusions)	bi-weekly rate Feb 4, 2018 (GEU top grid or ML for exclusions)	bi-weekly rate April 1, 2018 (GEU top grid or ML for exclusions)	bi-weekly rate February 1, 2019 (GEU top grid or ML for exclusions)	OTO 1	OTO 2	OTO 3	OTO 4			
							MCFD - February 2018 Increase Including 28% Benefit	MCFD - April 2018 Increase Including 28% Benefit	MCFD - February 2019 Increase Including 28% Benefit	MCFD - SPO28 to SPO30 Reclassification (Including 28% Benefit)			
DELEGATED										Oct 2017 rate	Feb/18 rate	Apr/18 rate	Feb/19 rate
Team Leader (cp/guardianship)	1.75	1.75	s.16; s.17							s.16; s.17			
Team Leader (res)	1.00	1.00								2.75 TL FTE	2.75 TL FTE	2.75 TL FTE	2.75 TL FTE
Social Worker (resources)	3.50	3.50											
Social Worker (cp/guard/roots/mentors)	15.75	15.75											
Admin Supervisors	1.00	1.00											
Team Assistants/Clerks	2.50	2.50											
Admin Assistants/Clerks	2.00	2.00											
	<u>27.50</u>	<u>27.50</u>					s.16; s.17						
Total OTO			s.16; s.17										
							Feb & Mar 2018	Apr/18-Jan/19	Feb & Mar 2019	Oct/17-Jan/18	Feb & Mar 2018	Apr 2018-Jan 2019	Feb & Mar 2019

SERVICE AGREEMENT



MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT

 BRITISH COLUMBIA	Ministry of Children and Family Development	MINISTRY SERVICE AGREEMENT: FT08524005 DOING BUSINESS AS: Metis Family Services Agreement Name: Delegated Services
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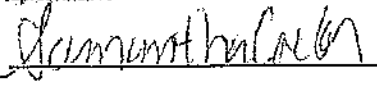

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by The Minister of Children and Family Development (the "Province", "we", "us", or "our" as applicable) at the following address:	AND LA SOCIÉTÉ DE LES ENFANTS MICHIF (Legal Name) (the "Contractor", "you", or "your" as applicable) at the following address:
PO BOX 9777 Stn Prov Govt Victoria, British Columbia Canada V8W 9S5 Fax Number: Email: Samantha.Cocker@gov.bc.ca	312-7485 130 ST SURREY, BC V3W 1H8 Fax Number: (604) 582-4280 Email: Betty.KaoLin@gov.bc.ca

The term for the Service Agreement begins on:	<u>01/04/2019</u> (Day/Month/Year)	and ends on	<u>31/03/2020</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>28th</u> day of <u>March</u> , <u>2019</u> on behalf of the Province by its duly authorized representative Signature:  Print Name: <u>Samantha Cocker</u> Position: <u>Executive Director</u> Responsibility Centre: <u>PROV DIR OF CHILD WELFARE</u>	SIGNED AND DELIVERED on the <u>21ST</u> day of <u>March</u> , <u>2019</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature:  Print Name: <u>Betty Kao-Lin</u> Position: <u>A/ Executive Director</u> Signature: _____ Print Name: _____ Position: _____
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Contractor: By signing above you agree that you have read, understand, and agree to be bound by, the Terms and Conditions and the Schedules for the Service Agreement

SCHEDULE A - SERVICES

Through the La Societe De Les Enfants Michif Bilateral Delegation Agreement, April 1, 2018, the Provincial Director of Child Welfare (the Director) on behalf of the Ministry of Children and Family Development (the Ministry), has confirmed that La Societe De Les Enfants Michif (the Contractor) has C6 operational status, and has given authority to the Contractor, and their employees, to undertake administration of the Child, Family and Community Service Act (CFCSA) and provide a comprehensive range of services to Aboriginal children and families in their geographic service area.

C6 delegated services as described in the Ministry's Delegation Matrix are inclusive of voluntary services, guardianship services for children in care, and the full range of child protection services including the authority to investigate reports and remove children.

The Contractor's geographic service area covers Circle 5 – Surrey, South Surrey, White Rock and Delta as defined by the bilateral delegation agreement.

The bilateral delegation agreement authorizes the Contractor to provide service to Metis population living within the geographic service area.

Service Deliverables

The Contractor will provide or deliver, or will cause to be delivered, the following:

- (a) A full range of delegated services to families and children in care per the La Societe De Les Enfants Michif Bilateral Delegation Agreement, April 1, 2018. Services will include all C6 delegated services outlined in the Ministry's Delegation Matrix.
- (b) In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements as specified in the bilateral delegation agreement.
- (c) If there is a conflict between this Agreement and the bilateral delegation agreement, the terms of the bilateral delegation agreement will take precedence.

The Funding Agreement

If the Contractor is land based, where this agreement refers to provincially funded delegated services, it shall be read to include delegated services provided to children and families living off reserve and delegated services to children and families living on reserve that are not eligible for funding from Indigenous Services Canada (ISC).

- (a) The Contractor will receive funding for provincially funded delegated services from the Ministry.

The following paragraph is NOT APPLICABLE.

ISC provides funding for delegated services on reserve. The Child Tax Benefit (CTB), also referred to as the Children's Special Allowance (CSA), collected by the Contractor for provincially funded delegated services to children in care, will be considered one of the funding sources to the approved delegated services budget and will be used exclusively for the provision of provincially funded delegated services.

- (b) The funding attached to this Agreement is intended to cover costs associated with the provision of provincial, off-reserve, C6 delegated services including: staffing, program delivery, administrative requirements, guardianship, residential resources, youth agreements, out of care placement and supports.

The contractor will be funded for

- i. 100% of the budgeted staffing, program and administrative estimates which represents provincially funded services.
- ii. 100% of residential, guardianship, youth agreement and out of care costs, to a maximum per diem of the Ministry's South Fraser Service Delivery Area (SDA) for a similar client group (exclusive of children and youth with special needs).

(c) The funding is supported by a budget review that is conducted annually in the last quarter of the fiscal year. The Appendix One – Delegated Services Budget and Funding Allocation FY19/20 provides the rationale for the approved funding:

(d) The Contractor will be funded on the principles of parity and equity with the Ministry. This equity based funding model will be reflected in the following:

- i. Caseload ratios will be 1:20 for Social Workers according to the guidelines in the *Aboriginal Operational and Practice Standards and Indicators* (AOPSI), 1:45-50 for Resource Workers, 1:7 for Team Leaders and 1:4 for Admin Staff. The ratios are used to calculate the total funding envelope amount and are not to be used to limit the caseload size per worker. Caseloads will be reviewed annually to assess shifts in work, and any resulting model, staffing, or funding changes. The first review will begin between January and March 2020. Either party can request an ad hoc review in the event that caseloads fluctuate significantly at any time throughout this agreement.
- ii. The annual salary budget will be based on BCGEU salary rates at the top grid to mirror the Ministry classifications for like services. The Contractor's salary budget will be adjusted effective the same date as the BCGEU effective date. The Contractor and the Ministry will collectively agree to the most efficient timing for amending the agreement to reflect the new funding. Should the agreement not be amended prior to the effective date of change, the Contractor will receive retroactive funding back to the effective change date.
- iii. The Contractor benefit package will be reviewed annually for adjustments based on the Contractor's actual costs. Funding will be provided for like benefits realized by Ministry staff under the BCGEU agreement, up to a maximum funding level on par with the Ministry. The first review will begin between January and March 2020.
- iv. Funding for staffing driven cost will be based on the staffing model calculated in (i) above and will be aligned with the Ministry's Service Delivery Division's budget ratios. A review will occur annually in the last quarter of the fiscal year and will trigger any related changes in this funding for the subsequent fiscal year.
- v. The Contractor's Residential Resources will be funded by the Ministry based on actual Residential Resource costs incurred by the Contractor. The Ministry will review the reasonableness of the per diem rate against the per diem rate of the Ministry's South Fraser Service Delivery Area for a similar client group (excluding child and youth with special needs). A review of Contractor Residential Resource costs for the current and prior year will occur annually in the last quarter of the fiscal year. The results of the review will trigger changes in funding for the subsequent fiscal year. If the CIC residential costs increase to the extent that the Contractor experiences a cash flow problem prior to the annual review, the Contractor can request a review and the Ministry will adjust the monthly payment amount pending the result of the review.

(e) On occasion, the Contractor and the Ministry may share/borrow residential homes for the placement of children in care. Rather than establishing a process of invoicing costs back and forth for the use of residential homes, the Contractor and the Ministry have agreed to estimate, at the beginning of each fiscal year, the net cost of borrowing/lending homes. Any adjustment made to the Contractor's funding as a result will be identified in the Resource Funding Envelope. If actual usage of borrowed resources is not consistent with the estimate, either the Contractor or the Ministry can request an adjustment during the term of the Agreement. This is to ensure

that the Agency has sufficient cash flow to meet its residential commitments and is also intended to ensure that no material surpluses are accumulated by the Agency.

(f) The approved annual budget for the provision of provincial off-reserve delegated services for the 12 month period starting April 1, 2019 is assessed as follows:

	Formula Based	Estimate (will be reconciled to Actuals)	Total
Direct Staffing	s.16; s.17		
Infrastructure			
Sub total operational funding			
Child Maintenance			
Residential Placements/Guardianship/Independent living/YA and AYA			
Ancillary Support Services			
Subtotal Child Maintenance			
Total Provincial Funding			
Minus Children's Special Allowance			
MCFD annual contract value			

(g) Equal monthly payment of s.16; s.17 will be made on or around the 15th of the month, beginning April 1, 2019 until the end of the term. A quarterly payment of s.16; s.17 will be made on the first of the quarter, beginning on April 1, 2019.

(h) There will be an annual review on whether the Contractor has excess funding over the expenditure from the formula based costs following the fiscal year end. In the event that the contractor has been able to accrue a surplus, the Contractor will develop a plan for the use of those excess funds in the provision of cultural support, prevention, intervention child and family services or related capacity building activities. Prior to implementation of the plan the parties will meet to confirm that it aligns with the each party's needs concerning the provision of such services.

(i) A reconciliation of residential costs will be completed in the first quarter of the fiscal year for the previous fiscal year. If the actual costs are greater than the estimated costs, the Ministry will provide a one time only payment for the overages against the estimated costs; if the actuals are less than the estimated costs, the Ministry will enter into a discussion with the Contractor on whether to do a recovery of overpayment or develop a plan for the use of those excess funds in a manner outlined in (h) above.

Policies and Standards

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

- (a) Integrated Case Management Policy.
- (b) Complaint Resolution Policy.

The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:

- (a) Delegated services and overall operations that fall under the category of voluntary services and guardianship services will be managed in a manner that is consistent with the standards of AOPSI.
- (b) Delegated services and overall operations that fall under the category of child protection response will be managed in a manner that is consistent with the standards and requirements as established in the bilateral delegation agreement with the Director designated under the CFCSA.
- (c) Family Law Act.
- (d) Child Safety and Family Support Policies, Chapter 3: Child Protection Response.

(e) BC Domestic Violence Action Plan that includes Violence against Women in Relationships (VAWIR policy).

(f) La Société De Les Enfants Michif Bilateral Delegation Agreement, April 1, 2018.

All delegated work is audited by the Ministry for adherence to standards and policies on a three year rotation. Recommendations flowing from the Ministry audits are jointly made by the Contractor and the Ministry. Audit results and recommendations are posted publicly.

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

- 1.1 Subject to the provisions of the Agreement, we will pay you an amount not exceeding s.16; s.17 (not including any applicable taxes), in the aggregate, for providing the Services set out in Schedule A, during the term of this Agreement.
- 1.2 In addition, we will pay you any applicable taxes payable by the Province under law or agreement with the relevant taxation authority in relation to amounts payable under this schedule.

Payments

2.1 Monthly Recurring

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

From	To	Amount	Total
April 1, 2019	March 31, 2020	s.16; s.17	

2.2 Flexible

We will pay you as described in the following payment schedule:

Date	Service	Amount	Total
April 1, 2019	Additional Cost - Service Providers	s.16; s.17	
July 1, 2019	Additional Cost - Service Providers		
October 1, 2019	Additional Cost - Service Providers		
January 2, 2020	Additional Cost - Service Providers		

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. caregivers approved by the Contractor

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:	Deputy Director of Child Welfare	Executive Director or Chairperson
Stage Two:	Deputy Director of Child Welfare	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

I. 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 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.
- i. Annual service expenditure report
 - ii. Quarterly reports on child maintenance costs detailing expenditure in categories as show in the Appendix in the Resource Funding Envelope section.

MFS Delegated Services Budget and Funding Allocation FY20

11-Mar-19

CASELOAD AND STAFFING RATIO

	Model run on	FY19 Dec YTD
Average CS file activity	116	119
Average FS file activity	58	65
Average OCC file activity	13	11
Average YAG file activity	8	8
Average AYA file activity		0
Average Incidents file activity	97	110
Average 54.1/54.01 file activity	23	29
	315	342

ADMIN RATIO DELEGATED SERVICES

Supported staff	22.00
Admin	5.50
Ratio supported staff to admin	4.00
TEAM LEADER RATIO	
Team Leaders	2.8
Social Workers	19.3
Ratio of Team Leaders to worker	7.0

TOTAL OPERATIONAL COST

DELEGATED	# of positions	GEU Grid Level (or ML for exclusions)	Bi-weekly rate April 1, 2019 (GEU top grid or ML for exclusions)	Annual Salary per position (26 pays)	Top Level Funding @ 25.089285 pays
Team Leader (cp/guardianship)	1.75	30	s.16; s.17		
Team Leader (res)	1.00	30			
Social Worker (resources)	3.50	24			
Social Worker (cp/guard/roots/mentors)	15.75	24			
Admin Supervisors	1.00	14			
Team Assistants/Clerks	2.50	9			
Admin Assistants/Clerks	2.00	7			
	27.50				
					s.16; s.17
					Benefits @28%

STAFFING DRIVEN COSTS

Delegated non admin	22.00
Delegated admin	5.50
FTE total	27.50

	per file	FTE's	proposed
Capital acquisitions	s.16; s.17	27.50	s.16; s.17
Cell phones		27.50	
Equipment Rentals		27.50	
Bldg Maintenance/Utilities		27.50	
Facilities/Lease/Rent		27.50	
Information Technology		27.50	
Materials & Supplies		27.50	
Phones (landlines)		27.50	
Professional Devel/staff appr		27.50	
Travel		27.50	
Vehicles		27.50	
Total staffing driven cost			

based on mcf funding of cell s.1 per FTE for
TLs and line workers
copier/equipment

SSBC Allocation 6,714sq ft @ Local rate
s.16; (O&M) + additional facility funding

based on local SDA budget
local SDA allocation (1:11) @ s.16/yr for urban

ADMIN COST

Direct Service Wages and Benefits	\$ s.16; s.17
Direct Services Operational Cost	
Total Direct Cost	\$
Admin cost (by formula)	15% s.16; s.17
	\$

TOTAL OPERATIONAL COST**RESIDENTIAL RESOURCE FUNDING ENVELOPE**

	Costs	Aver Cases		
Residential placement	s.16; s.17	106	s.16; s.17	Estimate based on FY19 Q3 Reporting
Guardianship		119		Estimate based on FY18 AFS
Independent Living		2		Estimate based on FY19 Q3 Reporting
Alternative to Care		11		Estimate based on FY19 Q3 Reporting
Youth Agreements		8		Estimate based on FY19 Q3 Reporting
54.1 and 54.01		29		Estimate based on FY19 Q3 Reporting
AYA		0		Estimate based on MCFD average expenditure

SERVICE AGREEMENT



MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT



Ministry of
Children and Family
Development

MINISTRY SERVICE AGREEMENT:
FT08524005

DOING BUSINESS AS: Metis Family Services
Agreement Name: Delegated 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 LA SOCIÉTÉ DE LES ENFANTS MICHIF (Legal Name) (the "Contractor", "you", or "your" as applicable) at the following address:																
101 13680 105A AVENUE SURREY, B.C. CANADA V3T 2B3 Fax Number: (604)951-5838 Email: Sheila.Wilkins@gov.bc.ca	13639 108TH AVE SURREY, BC V3T 2K4 Fax Number: (604)582-4280 Email: jsmith@metisfamilyservices.ca																
The term for the Service Agreement begins on: 01/07/2017 and ends on 30/06/2018 (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:																	
<table><tr><td>SCHEDULE A</td><td>- SERVICES</td></tr><tr><td>SCHEDULE B</td><td>- PAYMENT</td></tr><tr><td>SCHEDULE C</td><td>- APPROVED SUBCONTRACTOR(S)</td></tr><tr><td>SCHEDULE D</td><td>- INSURANCE</td></tr><tr><td>SCHEDULE E</td><td>- AUTHORIZED PERSON</td></tr><tr><td>SCHEDULE F</td><td>- INFORMATION MANAGEMENT (RECORDS, PRIVACY AND SECURITY)</td></tr><tr><td>SCHEDULE H</td><td>- ADDITIONAL TERMS</td></tr><tr><td>SCHEDULE I</td><td>- REPORTING REQUIREMENTS</td></tr></table>		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
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SCHEDULE H	- ADDITIONAL TERMS																
SCHEDULE I	- REPORTING REQUIREMENTS																
(collectively, the "Agreement")																	

SIGNED AND DELIVERED on the <u>27th</u> day of <u>June</u> , 2017 on behalf of the Province by its duly authorized representative Signature: <u>[Signature]</u> Print Name: <u>Sheila Wilkins</u> Position: <u>Director of Operations or Designate</u> Responsibility Centre: <u>MGR COMM SRVCS SOUTH AB</u>	SIGNED AND DELIVERED on the <u>27th</u> day of <u>JUNE</u> , 2017 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>Judy Smith</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 01/07/2017 to 30/06/2018

s.16; s.17

Total Amount of Agreement (not including any applicable taxes)

Allocation by Programs and Services

Allocation by Community

Communities Served	
Delta	s.16; s.17
South Surrey	
White Rock	
Langley	
Surrey	
Total	

Allocation by Business Area

Core Business Area	Business Area - Sub Business Area	
Child and Family Development	Permanency Planning for Children and Youth/Children in Care	s.16; s.17
	Sub-Total	
	Total	

SCHEDULE A - SERVICES

Through the La Societe De Les Enfants Michif Delegated Enabling Agreement (DEA), May 15, 2013, the Provincial Director of Child Welfare (the Director) on behalf of the Ministry of Children and Family Development (the Ministry), has confirmed that La Societe De Les Enfants Michif (the Contractor) has C6 operational status, and has given authority to the Contractor, and their employees, to undertake administration of the Child, Family and Community Service Act (CFCSA) and provide a comprehensive range of services to Aboriginal children and families in their geographic service area.

C6 delegated services as described in the Ministry's Delegation Matrix (attached) are inclusive of voluntary services, guardianship services for children in care, and the full range of child protection services including the authority to investigate reports and remove children.

The Contractor's geographic service area covers Circle 5 – Surrey, South Surrey, White Rock and Delta (as defined by the DEA).

The DEA authorizes the Contractor to provide service to Metis population living within the geographic service area.

Further the DEA directs the Ministry and the Contractor to establish funding for these services. The Ministry has undertaken to establish standardized funding for Delegated Aboriginal Agencies, based on principles of parity with the Ministry. The funding under this agreement was arrived utilizing the standardized funding approach. It is recognized that this funding model, which is based upon the funding of the Ministries Service Delivery Area, may not necessarily capture or reflect the model of service delivery in aboriginal communities or by aboriginal agencies.

Service Deliverables

The Contractor will provide or deliver, or will cause to be delivered, the following:

- (a) A full range of delegated services to families and children in care per the La Societe De Les Enfants Michif Delegated Enabling Agreement, May 15, 2013. Services will include all C6 delegated services outlined in the Ministry's Delegation Matrix.
- (b) In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements as specified in the DEA.
- (c) If there is a conflict between this Agreement and the DEA, the terms of the DEA will take precedence.

The Funding Agreement

- (a) The Contractor will receive funding for their off-reserve delegated services from the Ministry; and for their on-reserve delegated services from the federal government through INAC. The Child Tax Benefit (CTB), also referred to as the Children's Special Allowance (CSA), collected by the Contractor for off-reserve children in care, will be considered one of the funding sources to the approved delegated services budget and will be used exclusively for the provision of off-reserve delegated services.

NOT APPLICABLE.

- (b) The funding attached to this Agreement is intended to cover costs associated with the provision of provincial, off-reserve, C6 delegated services including: staffing, program delivery, administrative requirements, guardianship, residential resources, youth agreements, out of care placement and supports. The contractor will be funded at:

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Ministry can request an adjustment during the term of the Agreement. This is to ensure that the Contractor has sufficient cash flow to meet its residential commitments and is also intended to ensure that no material surpluses are accumulated by the Contractor.

- (f) The approved annual budget for the provision of provincial delegated services for the 12 month period starting July 1, 2017 is assessed as follows:

	Annual Budget Amount	Formular or Actuals
Delegated Staffing and Support Cost	s.16; s.17	Formula
Administrative Cost		Formula
Ancillary Support Cost		Formula
Total Formula based Cost		
Residential and Alternatives to Care Cost		Actuals
Total Annual Budget		

- (g) Equal monthly payments of s.16; s.17 will be made on or around the 15th of the month, beginning on July 15, 2017.

A quarterly payment of s.16; s.17 will be made on the first of the quarter, beginning on July 1, 2017.

- (h) A reconciliation of residential costs for the previous fiscal year will be done in the first quarter of the new fiscal year. The results of the reconciliation will trigger either a one time only payment for overages against the estimated costs or a recovery of overpayment if the estimated costs are greater than the actual costs incurred. The reconciliation of fiscal 16-17 residential costs results in an OTO payment of s.16; from MCFD to the Contractor as per Attachment Two.
- (i) The Contractor will be paid a one time only payment of s.16; s.17 for the BCGEU wage increase owed for the period of Feb 1, 2017 to June 30, 2017 as per Attachment One, Worksheet Five.
- (j) If the Contractor has excess funding over the expenditure from the formula based costs at the end of the term, the Contractor will reinvest the excess funding into direct service or capacity building activities.

Policies and Standards

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

- (a) Integrated Case Management Policy.
- (b) Complaint Resolution Policy.

The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:

- (a) Delegated services and overall operations that fall under the category of voluntary services and guardianship services will be managed in a manner that is consistent with the standards of AOPSI.
- (b) Delegated services and overall operations that fall under the category of child protection response will be managed in a manner that is consistent with the standards and requirements of the Child, Family and Community Service Act.
- (c) Family Law Act.
- (d) Child Safety and Family Support Policies, Chapter 3: Child Protection Response.
- (e) BC Domestic Violence Action Plan that includes Violence against Women in Relationships (VAWIR Policy).
- (f) La Societe De Les Enfants Michif Delegated on Enabling Agreement (DEA), May 15, 2013

All delegated work is audited by the Ministry for adherence to standards and policies on a three year rotation. Recommendations flowing from the Ministry audits are jointly made by the Contractor and the Ministry. Audit results and recommendations are posted publicly.

Attachments

Name	16-17 Residential Cost Reconciliation	<i>FT08524005 17-18 Attachment Two - 16-17 Residential Cost Reconciliation.xlsx</i>
Name	17-18 Budget	<i>FT08524005 17-18 Attachment One - 17-18 Budget.xlsx</i>

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

- 1.1 Subject to the provisions of the Agreement, we will pay you an amount not exceeding s.16; s.17 (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, 2017 as provided in the following payment schedule:

From	To	Amount	Total
July 1, 2017	June 30, 2018	s.16; s.17	

2.2 One-Time-Only Payments and Additional Costs

We will pay you the amount of s.16; s.17 as specified:

Additional Cost - Service Providers	s.16; s.17
Additional Cost - Service Providers	

2.3 Flexible

We will pay you as described in the following payment schedule:

Date	Service	Amount	Total
July 1, 2017	Additional Cost - Service Providers	s.16; s.17	
October 1, 2017	Additional Cost - Service Providers		
January 1, 2018	Additional Cost - Service Providers		
April 1, 2018	Additional Cost - Service Providers		

Additional Costs

Operational and Ancillary
Support Cost

s.16; s.17
Amount

16-17 Residential Cost

Amount

Reconciliation

Child Maintenance Cost

Amount

ESM Wage Increase owed
from Feb 1, 2017 to June
30, 2018

Amount

Total Amount

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

I. 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.

ATTACHMENT ONE - MFS Delegated Budget Build FY18

Worksheet One - Caseload and Staffing Ratio

CASELOADS

	METIS FAMILY SERVICES				SOUTH FRASER SERVICE DELIVERY AREA			
	FY 13/14	FY 14/15	FY15/16	FY 16/17	FY 13/14	FY 14/15	FY15/16	FY 16/17
Average CS file activity	147	132	118	116	818	819	797	803
Average FS file activity	56	50	49	58	1,003	998	1,002	964
Average OCO File activity	8	6	11	13	117	126	144	139
Average YAG file activity	5	7	10	8	83	79	82	92
Average Incidents file activity	13	12	41	97	2,243	1,953	1,730	2,071
Average 54.1/54.01 file activity			13	23	-	-	115	142
	229.0	207.0	242.0	315.1	4,264.0	3,975.0	3,870.0	4,211.5
CP workers (see salary tab)			11.0	15.75			143.5	145.0
Average cases per worker	#DIV/0!	#DIV/0!	22.0	20.0	#DIV/0!	#DIV/0!	27.0	29.0

FY17 YTD April 2016 - March 2017

File activity counts any file open during the month; for incidents duplicates have been removed

Caseload per worker based on funded positions and not adjusted for vacant/uncovered positions

ADMIN RATIO DELEGATED SERVICES

Supported staff	22.00
Admin	5.50
Ratio supported staff to admin	<u>4.00</u>

TEAM LEADER RATIO

Team Leaders	2.75
Social Workers	19.3
Ratio of Team Leaders to worker	<u>7.00</u>

Average caseload for DAA staff is 20 (AOPSI standard)

Average caseload for MCFD staff is 26

Average children resourced for MCFD resource worker is 45-50

MCFD Team Leader - worker ratio is 1:8

MCFD Admin to supported staff ratio is 1:4.5

DAA Team Leader - worker ratio is 1:7

DAA Admin to supported staff ratio is 1:4.0

ATTACHMENT ONE - MFS Delegated Budget Build FY18

Worksheet Two - Total Operational Cost

	A	B	C	D	E	F	
	# of positions	GEU Grid Level (or ML for exclusions)	bi-weekly rate April 2, 2017 (GEU top grid or ML for exclusions)	Annual Salary per position (26 pays)	Top Level Funding @ 26.099285 pays	annualized salary if paid at top level	include in caseload calc
DELEGATED							
Team Leader (cp/guardianship)	1.75	28	s.16; s.17				no
Team Leader (res)	1.00	28					no
Social Worker (resources)	3.50	24					no
Social Worker (cp/guard/roots/mentors)	15.75	24					yes 15.75
Admin Supervisors	1.00	14					no
Team Assistants/Clerks	2.50	9					no
Admin Assistants/Clerks	2.00	7					no
	<u>27.50</u>						<u>15.75</u>
Total direct services wages and benefits				Benefits @28%	s.16; s.17		
STAFFING DRIVEN COSTS							
Delegated non admin	22.00						
Delegated admin	<u>5.50</u>						
FTE total	<u>27.50</u>						
	per fte	FTE's	proposed				
Capital acquisitions	s.16;	27.50	s.16; s.17				
Cell phones	s.17	27.50					
Equipment Rentals		27.50					
Bldg Maintenance/Utilities		27.50					
Facilities/Lease/Rent		27.50					
Information Technology		27.50					
Materials & Supplies		27.50					
Phones (landlines)		27.50					
Professional Devel/staff appr		27.50					
Travel		27.50					
Vehicles		27.50					
Total staffing driven cost							
ADMIN COST							
Direct Service Wages and Benefits			s.16; s.17				
Direct Services Operational Cost							
Total Direct Cost							
Admin Rate for Delegated Services				15%	s.16; s.17		
Admin cost							
TOTAL OPERATIONAL COST							

Admin Rate for Non-delegated Services (This will be paid by Non-Delegated Services Contract) 10% = (s.16; s.17

ATTACHMENT ONE - MFS Delegated Budget Build FY18

Worksheet Three - Residential Resource Funding Envelope

	Costs	Averg Cases	
Residential placement* (average cases in pay)	\$ s.16; s.17	106.25	s.16; s.17 unit cost based on FY17 actual (reconciled)
Guardianship (discrete count of cic's)	\$	116	unit cost based on FY16 FS
Independent Living	\$	3	unit cost based on FY16 FS
Alternative to Care	\$	13	unit cost based on FY17 actual (reconciled)
Youth Agreements	\$	8	unit cost based on FY16 FS
54.1 and 54.01	\$	23	based on guidelines
Total Caseload		<u>163</u>	
Ancillary Support Cost (support to SW practice)			incl. Direct support to families (for C6) - based on mofd budget per fs file CG recruitment/placed child

Ancillary Support Cost (support to SW practice)

- for C6 agencies only
- child protection costs associated with SW practice (homemakers, respite, drug testing, etc)

Worksheet Three is intended to take the per diem (from previous actual/guideline) against current year caseload count to estimate up front funding

ATTACHMENT ONE - MFS Delegated Budget Build FY18

Worksheet Four - Delegated Services Budget Summary and Funding Allocation

PROPOSED BUDGET	DELEGATED	
Direct service wages	s.16; s.17	-
Delegated service benefits		-
sub total staffing		-
Staff driven cost		-
sub total direct cost		-
		See Worksheet Two Total Operational Cost (fixed budget)
Infrastructure / Admin costs - at 15%		15% delegated *10% admin to non-delegated ctr)
subtotal operational cost		-
		See Worksheet Three Resource Funding Envelope (fixed budget)
Ancillary Support Cost (support to SW practice)		-
Subtotal cost based on formula		-
Residential placement		
Guardianship		
Independent Living		
Alternative to Care		
Youth Agreements		
54.1 and 54.01		
sub total child maintenance cost		-
Total budget for Delegated		-
Minus child tax benefit	N/A	
Total annual contract value	s.16; s.17	

NOTES

1. Estimated in kind funding (use of MCFD resources) - s.16; s.17
2. Ancillary Support Cost (support to SW practice)
 - for C6 agencies only
 - child protection costs associated with SW practice (homemakers, respite, drug testing, food vouchers etc)

Worksheet Five- One Time Only Funding for Wage Increase

	FY16/17 FTE	GEU Grid Level (or ML for exclusions)	bi-weekly rate April 1, 2016	bi-weekly rate Feb 2, 2017	bi-weekly rate April 2, 2017	Feb 17 Increase (incl 28% benefit)	Apr 17 (incl 28% benefit)
DELEGATED							
Team Leader (cp/guardianship)	1.00	28	s.16; s.17				
Team Leader (res)	1.00	28					
Social Worker (resources)	2.00	24					
Social Worker (cp/guard/roots/mentors)	11.00	24					
Finance Clerk	1.00	14					
Team Assistants/Clerks		9					
Admin Assistants/Clerks	1.00	7					
Admin Assistants/Clerks	1.00	7					
Reception	1.00	5					
Total FY16/17 wages subject to increase					Monthly	s.16; s.17	
						Feb & Mar 2017 _ s.16; s.17	Apr - June 2017
TOTAL One time Only Funding for Economic Stability Mandate Wage Increase (February 2017 - June 2017)							

ATTACHMENT TWO - FY16/17 MFS RESIDENTIAL COSTS RECONCILIATION

FOR MFS										BY MFS							Total Paid by MFS		
PAID BY	For CIC Residential	For Residential	For OCO	MFS OCO	MFS 54.1/54.01	vacancy/ indirect	Guardian	YAG	Sub Total costs for MFS CIC's										
		extra (non rap) ¹	extra (non rap) ¹			cost	ship			CIC Residential	CIC Res Extra (non Rap)	Indirect attributable	Out of Care	OCO Extra (non RAP)	Permanent Transfer	Sub Total paid by MFS			
MCFD	s.16; s.17																		
Fraser Valley A C&FS																			
Metis Family Services																			
Vancouver A C&FS																			
Grand Total																			

Payments to MFS for FY 17 per schedule s.16; s.17


MFS Total Resource/Maintenance Cost FY17

Funding Shortage (MCFD Owes to MFS)

MFS Owe to MCFD (Net of borrowed resources between)

Final Reconciliation: MCFD Owes to MFS

Note
1. Information is provided by Metis.

	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

LA SOCIETE DE LES ENFANTS MICHIF
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT08524005, beginning April 01, 2020.
B. The parties have agreed to modify the Agreement effective February 01, 2022.


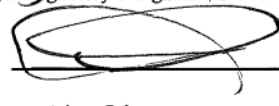
AGREEMENT


1. A One-Time-Only payment of ^{s.16; s.17} for fiscal year 21/22 maintenance funding to reflect the Contractor's cash flow requirement based on the year-to-date December 31, 2021 report.

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 February, 2022.

<p>SIGNED AND DELIVERED on the <u>7th</u> day of <u>March</u>, 2022 on behalf of the Province by its duly authorized representative</p> <p>Signature: <u></u></p> <p>Print Name: _____</p> <p>Position: <u>Executive Director</u></p> <p>Responsibility: _____</p> <p>Centre: _____</p>	<p>SIGNED AND DELIVERED on the <u>28th</u> day of <u>February, 2022</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></u></p> <p>Print Name: <u>Adam Calvert</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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	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

LA SOCIETE DE LES ENFANTS MICHIF
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT08524005, beginning April 01, 2020.
B. The parties have agreed to modify the Agreement effective October 01, 2021.

AGREEMENT

Schedule B, Payments is modified to provide the following:

- As per attached Appendix Two, a one-time only payment of **s.16; s.17** for FY21/22 (April 1, 2021 to March 31, 2022) wage increase has been added.
- To add one-time only payment of **s.16; s.17** for FY20/21 (April 1, 2020 to March 31, 2021) year end child maintenance reconciliation.
- To add one-time only payment of **s.16; s.17** for FY21/22 (April 1, 2021 to March 31, 2022) Aboriginal CIC cultural funding.

The Contractor will submit program report and financial report on the use of cultural funding to the Ministry by June 30th of each year for the previous fiscal year. The program report should include brief description of the service, length, frequency, and duration of service and total number of participants as shown in the sample reporting template below. The financial report will provide cost in the four categories, salaries and benefits, fees for service (contractor cost), program supplies and activities cost, travel cost of children.

Sample Cultural Funding Program Report



Program Name	Service	Brief Description	Length/Duration/Frequency	Number of Participants
Cultural camps			July and August, 5 in total	50
Cultural Ceremonies			2 in May, 2 in June, 5 in September	
Regalia workshop			20 sessions	

Schedule B, Section 1.1 Aggregate Maximum is modified to increase the aggregate by **s.16; s.17** from the old aggregate of **s.16; s.17** to the new aggregate of **s.16; s.17**

Additional Information

- In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 1st day of October, 2021.

SIGNED AND DELIVERED on the <u>17th</u> day of <u>November</u> , <u>2021</u> on behalf of the Province by its duly authorized representative Signature: <u></u> Print Name: <u>Shelley Latrielle</u> Position: <u>Executive Director</u> Responsibility Centre: _____	SIGNED AND DELIVERED on the <u>16</u> day of <u>November</u> , <u>2021</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature: <u></u> Print Name: <u>Betty Kao-Lin ADAM CALVERT</u> Position: <u>Executive Director</u> Signature: _____ Print Name: _____ Position: _____
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Appendix Two - FY22 Wage Increase OTO

TOTAL OPERATIONAL COST

DELEGATED	# of positions	GEU Grid (or ML for exclusions)	Bi-weekly rate April 1, 2020 (GEU top grid)	Annual Salary per position (26 pays)	Top Level Funding @ 26.089285 pays	April 1, 2021 rate	Increase
Team Leader (cp/guardianship)	1.75	30					
Team Leader (res)	1.00	30	s.16;	s.16;	s.16; s.17	s.16; s.17	
Social Worker (resources)	3.50	24	s.17	s.17			
Social Worker (cp - TMA)	9.00	24-TMA					
Social Worker (guard/roots/mentors)	6.75	24					
Admin Supervisors	1.00	14					
Team Assistants/Clerks	4.50	9					
Admin Assistants/Clerks	0.00	7 (Inactive)					
	<u>27.50</u>						
				Benefits @25.4%			
							OTO



Ministry of
Children and Family
Development

MODIFICATION AGREEMENT

BETWEEN

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

AND

LA SOCIETE DE LES ENFANTS MICHIF
(Legal Name)

BACKGROUND

- A. The parties entered into an Agreement FT08524005, beginning April 01, 2022.
B. The parties have agreed to modify the Agreement effective October 01, 2022.

AGREEMENT

1. **Schedule B – Payments – Section 2.1** is modified as follows, to add 4 full time staff for the term September 1, 2022, to August 31, 2023, as outlined in attached letter dated September 21, 2022:
 - a) A one-time only payment of s.16; s.17 to be paid upon execution of this modification, and,
 - b) A one-time only payment of s.16; s.17 to be paid on April 1, 2023.
2. **Schedule B - Aggregate Maximum - Section 1.1** is increased by s.16; s.17 from s.16; s.17 to the new aggregate of s.16; s.17

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 October, 2022.

<p>SIGNED AND DELIVERED on the <u>7th</u> day of October, <u>2022</u> on behalf of the Province by its duly authorized representative</p> <p>Signature: <u>Shelley Latrielle</u></p> <p>Print Name: <u>Shelley Latrielle</u></p> <p>Position: <u>Executive Director</u></p> <p>Responsibility: _____</p> <p>Centre: _____</p>	<p>SIGNED AND DELIVERED on the <u>4</u> day of <u>October, 2022</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>Adam Calvert</u></p> <p>Print Name: <u>Adam Calvert</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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September 21, 2022

Adam Calvert, Executive Director
La Societe De Les Enfants Michif
312-7485 130 ST,
Surrey, BC V3W 1H8

By email to: Adam.Calvert@gov.bc.ca

Dear Adam,

Thank you for your letter dated May 9, 2022 to Minister Dean regarding adoption services funding issues. Per your meeting with Ashley Johnston, Executive Director for Corporate Operations and Support Branch on August 31, 2022, the Ministry of Children and Family Development has agreed to provide funding for one year while the ongoing funding issues are discussed separately. As such, total funding of s.16; s.17 will be provided to you for the period of September 1, 2022 to August 31, 2023 in two installment payments: s.16; s.17 will be paid upon issuance of this letter and s.16; s.17 will be paid in April 2023. The total amount is equivalent to the cost of 4 full time staff (2 social workers, 1 team lead and 1 administration staff) as you requested in your letter to the Minister. A reconciliation at August 31, 2023 will be performed. Should there be any unearned revenue from this one year of provided funding, it will be returned to the Ministry.

A modification agreement to your delegated services contract FT08524005 to provide you the above two installment payments will be sent to you soon.

Thank you for your continued support to the Métis children and families in your community.


Sincerely,



Shelley Latreille
A/Deputy Director
Aboriginal Services Branch



Ashley Johnston
Executive Director
Corporate Operations and Support Branch

 BRITISH COLUMBIA	Ministry of Children and Family Development	MODIFICATION AGREEMENT
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BETWEEN

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

AND

LA SOCIETE DE LES ENFANTS MICHIF
(Legal Name)

BACKGROUND

A. The parties entered into an Agreement FT08524005, beginning April 01, 2022.

B. The parties have agreed to modify the Agreement effective October 01, 2022.

AGREEMENT

Schedule B, Payments is modified to add a one-time only payment of s.16; s.17 for the following two items as per the attached spreadsheet:

1. s.16; s.17 for fiscal 21/22 based on the annual year end child maintenance reconciliation process
2. s.16; s.17 for fiscal 22/23 maintenance funding to reflect the Contractor's cash flow requirement based on the year-to-date June 30, 2022, report.

Schedule B, Section 1.1 Aggregate Maximum is increased by s.16; s.17 from the old aggregate of s.16; s.17 to the new aggregate of s.16; s.17

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 October, 2022.

SIGNED AND DELIVERED on the <u>25th</u> day of <u>Oct</u> , <u>2022</u> on behalf of the Province by its duly authorized representative Signature: <u>Shelley Latrielle</u> Print Name: <u>Shelley Latrielle</u> Position: <u>Executive Director</u> Responsibility Centre:	SIGNED AND DELIVERED on the <u>24th</u> day of <u>October, 2022</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature: <u>for Adam Calvert</u> Print Name: <u>Adam Calvert</u> Position: <u>Executive Director or Designate</u> Signature: Print Name: Position:
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SERVICE AGREEMENT



MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT



Ministry of
Children and Family
Development

MINISTRY SERVICE AGREEMENT:
FT08524005

DOING BUSINESS AS: Metis Family Services
Agreement Name: Delegated 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>LA SOCIÉTÉ DE LES ENFANTS MICHIF</u> (Legal Name) (the "Contractor", "you", or "your" as applicable) at the following address:
PO BOX 9777 Stn Prov Govt Victoria, British Columbia Canada V8W 9S5 Fax Number: Email: Samantha.Cocker@gov.bc.ca	312-7485 130 ST SURREY, BC V3W 1H8 Fax Number: (604)582-4280 Email: Betty.KaoLin@gov.bc.ca
The term for the Service Agreement begins on: <u>01/04/2020</u> and ends on <u>31/03/2022</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 1.3 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>23</u> day of <u>March</u> , 2020 on behalf of the Province by its duly authorized representative Signature: <u>[Signature]</u> Print Name: <u>Samantha Cocker</u> Position: <u>Director</u> Responsibility Centre: <u>ABORIGINAL SERVICES</u>	SIGNED AND DELIVERED on the <u>16th</u> day of <u>March</u> , 2020 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature: <u>[Signature]</u> Print Name: <u>Betty Kao-Lin</u> Position: <u>Executive Director</u> Signature: _____ Print Name: _____ Position: _____
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Contractor: By signing above you agree that you have read, understand, and agree to be
bound by, the Terms and Conditions and the Schedules for the Service Agreement

SCHEDULE A - SERVICES

Through the La Societe De Les Enfants Michif Delegation Agreement, the Provincial Director of Child Welfare (the Director) on behalf of the Ministry of Children and Family Development (the Ministry), has confirmed that La Societe De Les Enfants Michif (the Contractor) has C6 operational status, and has given authority to the Contractor, and their employees, to undertake administration of the Child, Family and Community Service Act (CFCSA) and provide a comprehensive range of services to Aboriginal children and families in their geographic service area.

C6 delegated services as described in the Ministry's Delegation Matrix are inclusive of voluntary services, guardianship services for children in care, and the full range of child protection services including the authority to investigate reports and remove children.

The Contractor's geographic service area covers Circle 5 – Surrey, South Surrey, White Rock and Delta as defined by the delegation agreement.

The delegation agreement authorizes the Contractor to provide service to Metis population living within the geographic service area.

Service Deliverables

The Contractor will provide or deliver, or will cause to be delivered, the following:

- (a) A full range of delegated services to families and children in care per the La Societe De Les Enfants Michif Delegation Agreement. Services will include all C6 delegated services outlined in the Ministry's Delegation Matrix.
- (b) In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements as specified in the delegation agreement.
- (c) If there is a conflict between this Agreement and the delegation agreement, the terms of the delegation agreement will take precedence.

The Funding Agreement

If the Contractor is land based, where this agreement refers to provincially funded delegated services, it shall be read to include delegated services provided to children and families living off reserve and delegated services to children and families living on reserve that are not eligible for funding from Indigenous Services Canada (ISC).

- (a) The Contractor will receive funding for provincially funded delegated services from the Ministry.

The following paragraph is **NOT APPLICABLE**.

ISC provides funding for delegated services on reserve. The Child Tax Benefit (CTB), also referred to as the Children's Special Allowance (CSA), collected by the Contractor for provincially funded delegated services to children in care, will be considered one of the funding sources to the approved delegated services budget and will be used exclusively for the provision of provincially funded delegated services.

- (b) The funding attached to this Agreement is intended to cover costs associated with the provision of provincial, off-reserve, C6 delegated services including: staffing, program delivery, administrative requirements, guardianship, residential resources, youth agreements, out of care placement and supports.

The contractor will be funded for

- i. 100% of the budgeted staffing, program and administrative estimates which represents provincially funded services.
- ii. 100% of residential, guardianship, youth agreement and out of care costs, to a maximum per diem of the Ministry's South Fraser Service Delivery Area (SDA) for a similar client group (exclusive of children and youth with special needs).

(c) The funding is supported by a budget review that is conducted annually in the last quarter of the fiscal year. The Appendix One – MFS Delegated Services Budget and Funding Allocation FY21 provides the rationale for the approved funding:

(d) The Contractor will be funded on the principles of parity and equity with the Ministry. This equity based funding model will be reflected in the following:

- i. Caseload ratios will be 1:20 for Social Workers according to the guidelines in the *Aboriginal Operational and Practice Standards and Indicators (AOPSI)*, 1:45-50 for Resource Workers, 1:7 for Team Leaders and 1:4 for Admin Staff. The ratios are used to calculate the total funding envelope amount and are not to be used to limit the caseload size per worker. Caseloads will be reviewed annually to assess shifts in work, and any resulting model, staffing, or funding changes. The first review will begin between January and March 2021. Either party can request an ad hoc review in the event that caseloads fluctuate significantly at any time throughout this agreement.

- ii. The annual salary budget will be based on BCGEU salary rates at the top grid to mirror the Ministry classifications for like services. The Contractor's salary budget will be adjusted effective the same date as the BCGEU effective date. The Contractor and the Ministry will collectively agree to the most efficient timing for amending the agreement to reflect the new funding. Should the agreement not be amended prior to the effective date of change, the Contractor will receive retroactive funding back to the effective change date.

- iii. The Contractor benefit package will be reviewed annually for adjustments based on the Contractor's actual costs. Funding will be provided for like benefits realized by Ministry staff under the BCGEU agreement, up to a maximum funding level on par with the Ministry. The first review will begin between January and March 2021.

- iv. Funding for staffing driven cost will be based on the staffing model calculated in (i) above and will be aligned with the Ministry's Service Delivery Division's budget ratios. A review will occur annually in the last quarter of the fiscal year and will trigger any related changes in this funding for the subsequent fiscal year.

- v. The Contractor's Residential Resources will be funded by the Ministry based on actual Residential Resource costs incurred by the Contractor. The Ministry will review the reasonableness of the per diem rate against the per diem rate of the Ministry's South Fraser Service Delivery Area for a similar client group (excluding child and youth with special needs). A review of Contractor Residential Resource costs for the current and prior year will occur annually in the last quarter of the fiscal year. The results of the review will trigger changes in funding for the subsequent fiscal year. If the CIC residential costs increase to the extent that the Contractor experiences a cash flow problem prior to the annual review, the Contractor can request a review and the Ministry will adjust the monthly payment amount pending the result of the review.

(e) On occasion, the Contractor and the Ministry may share/borrow residential homes for the placement of children in care. Rather than establishing a process of invoicing costs back and forth for the use of residential homes, the

Contractor and the Ministry have agreed to estimate, at the beginning of each fiscal year, the net cost of borrowing/lending homes. Any adjustment made to the Contractor's funding as a result will be identified in the Resource Funding Envelope. If actual usage of borrowed resources is not consistent with the estimate, either the Contractor or the Ministry can request an adjustment during the term of the Agreement. This is to ensure that the Agency has sufficient cash flow to meet its residential commitments and is also intended to ensure that no material surpluses are accumulated by the Agency.

(f) The approved annual budget for the provision of provincial off-reserve delegated services for the 12 month period starting April 1, 2020 is assessed as follows:

	Formula Based	Estimate (will be reconciled to Actuals)	Total
Direct Staffing	s.16; s.17		
Infrastructure			
Sub total operational funding			
Child Maintenance			
<i>Residential Placements/Guardianship/Independent Living/YA and AYA</i>			
<i>Ancillary Support Services</i>			
Subtotal Child Maintenance			
Total Provincial Funding			
Minus Children's Special Allowance			
MCFD annual contract value			

(g) Equal monthly payment of s.16; s.17 will be made on or around the 15th of the month, beginning April 1, 2020 until the end of the term. A quarterly payment of s.16; s.17 will be made on the first of the quarter, beginning on April 1, 2020.

(h) There will be an annual review on whether the Contractor has excess funding over the expenditure from the formula-based costs following the fiscal year end. In the event that the contractor has been able to accrue a surplus, the Contractor will develop a plan for the use of those excess funds in the provision of cultural support, prevention, intervention child and family services or related capacity building activities. Prior to implementation of the plan the parties will meet to confirm that it aligns with each party's needs concerning the provision of such services.

(i) A reconciliation of residential costs will be completed in the first quarter of the fiscal year for the previous fiscal year. If the actual costs are greater than the estimated costs, the Ministry will provide a one-time only payment for the overages against the estimated costs; if the actuals are less than the estimated costs, the Ministry will enter into a discussion with the Contractor on whether to do a recovery of overpayment or develop a plan for the use of those excess funds in a manner outlined in (h) above.

Policies and Standards

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

- (a) Integrated Case Management Policy.
- (b) Complaint Resolution Policy.

The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:

- (a) Delegated services and overall operations that fall under the category of voluntary services and guardianship services will be managed in a manner that is consistent with the standards of AOPSI.

- (h) Delegated services and overall operations that fall under the category of child protection response will be managed in a manner that is consistent with the standards and requirements as established in the delegation agreement with the Director designated under the CFCSA.
- (c) Family Law Act.
- (d) Child Safety and Family Support Policies, Chapter 3: Child Protection Response.
- (e) BC Domestic Violence Action Plan that includes Violence against Women in Relationships (VAWIR policy).
- (f) La Societe De Les Enfants Michif Delegation Agreement.

All delegated work is audited by the Ministry for adherence to standards and policies on a three year rotation. Recommendations flowing from the Ministry audits are jointly made by the Contractor and the Ministry. Audit results and recommendations are posted publicly.

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

- 1.1 Subject to the provisions of the Agreement, we will pay you an amount not exceeding s.16; s.17 (not including any applicable taxes), in the aggregate, for providing the Services set out in Schedule A, during the term of this Agreement.
- 1.2 In addition, we will pay you any applicable taxes payable by the Province under law or agreement with the relevant taxation authority in relation to amounts payable under this schedule.

Payments

2.1 Monthly Recurring

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

From	To	Amount	Total
April 1, 2020	March 31, 2022	s.16; s.17	

2.2 Flexible

We will pay you as described in the following payment schedule:

Date	Service	Amount	Total
April 1, 2020	Additional Cost - Service Providers	s.16; s.17	
July 1, 2020	Additional Cost - Service Providers		
October 1, 2020	Additional Cost - Service Providers		
January 1, 2021	Additional Cost - Service Providers		
April 1, 2021	Additional Cost - Service Providers		
July 1, 2021	Additional Cost - Service Providers		
October 1, 2021	Additional Cost - Service Providers		
January 1, 2022	Additional Cost - Service Providers		

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. Caregivers approved by the Contractor

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:	Deputy Director of Child Welfare	Executive Director or Chairperson
Stage Two:	Deputy Director of Child Welfare	Executive Director or Chairperson
Stage Three:	Deputy Director of Child Welfare	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.

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.

- i. Annual service expenditure report
- ii. Quarterly reports on child maintenance costs.

Appendix One - MFS Delegated Services Budget and Funding Allocation FY21

6-Mar-20

CASELOAD AND STAFFING RATIO

	Model run on	FY20 Dec YTD
Average CS file activity	116	85
Average FS file activity	58	53
Average OCC file activity	13	11
Average YAG file activity	8	4
Average AYA file activity		1
Average incidents file activity	97	48
Average 54.1/54.01 file activity	23	33
	315	235

ADMIN RATIO DELEGATED SERVICES

Supported staff	22.00
Admin	5.50
Ratio supported staff to admin	4.00

TEAM LEADER RATIO

Team Leaders	2.8
Social Workers	19.3
Ratio of Team Leaders to worker	7.0

TOTAL OPERATIONAL COST

DELEGATED	# of positions	GEU Grid (or ML for exclusions)	Bi-weekly rate April 1, 2020 (GEU top grid)	Annual Salary per position (26 pays)	Top Level Funding @ 26.089285 pays
Team Leader (cp/guardianship)	1.75	30	s.16; s.17		
Team Leader (res)	1.00	30			
Social Worker (resources)	3.50	24			
Social Worker (cp - TMA)	9.00	25			
Social Worker (guardianship/minors)	6.75	24			
Admin Supervisors	1.00	14			
Team Assistants/Clerks	4.50	9			
Admin Assistants/Clerks	0.00	7 (inactive)			
	27.50				s.16; s.17
					Benefits @25.4%

STAFFING DRIVEN COSTS

Delegated non admin	22.00
Delegated admin	5.50
FTE total	27.50

	per file	FTEs	proposed
Capital acquisitions	s.16; s.17	27.50	s.16; s.17
Cell phones	:	27.50	
Equipment Rentals	:	27.50	
Bldg Maintenance/Utilities	:	27.50	
Facilities/Lease/Rent		27.50	
Information Technology		27.50	
Materials & Supplies		27.50	
Phones (landlines)		27.50	
Professional Devel/staff appr		27.50	
Travel		27.50	
Vehicles		27.50	
Total staffing driven cost			

based on mcl funding of col S. 1 per FTE for TLEs and line workers
copier/equipment

SSBC Allocation 6.714sq ft @ Local rate
s.16; (O&M) + additional facility funding

based on local SDA budget
local SDA allocation (1.11) @ S. 1 yr for urban

ADMIN COST

Direct Service Wages and Benefits	s.16; s.17
Direct Services Operational Cost	
Total Direct Cost	

Admin cost (by formula)

20% s.16; s.17

TOTAL OPERATIONAL COST

RESIDENTIAL RESOURCE FUNDING ENVELOPE

	Costs	Aver Cases	
Residential placement	s.16;	56	s.16; s.17
Guardianship	s.17	85	
Independent Living		3	
Alternative to Care		11	
Youth Agreements		4	
54.1 and 54.01		33	
AYA		1	
Ancillary Support Cost (support to SW practice)			
TOTAL RESOURCE COST			
TOTAL BUDGET FOR DELEGATED SERVICES BEFORE CTB/CSA			

Estimate based on FY20 Q3 Reporting
Estimate based on FY20 Q3 Reporting
Estimate based on FY20 Q3 Reporting
Estimate based on FY20 Q3 Reporting
Estimate based on FY20 Q3 Reporting
Estimate based on FY20 Q3 Reporting
based on MCFD average expenditure

Incl. CG recruitment

FUNDING ALLOCATION (Provincial)

MCFD Residential Actual (less CTB)

s.16; s.17

FY19/20

s.16; s.17

MCFD Operations (salary & support)

CTB/MCFD

Total cost for MCFD funded service

MCFD Contract Value

SERVICE AGREEMENT



MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT



Ministry of
Children and Family
Development

MINISTRY SERVICE AGREEMENT:
FT08524005

DOING BUSINESS AS: Metis Family Services
Agreement Name: Delegated 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>LA SOCIETE DE LES ENFANTS MICHIF</u> (Legal Name) (the "Contractor", "you", or "your" as applicable) at the following address:
PO BOX 9777, Stn Prov. Govt Victoria, British Columbia Canada V8W 9S5 Fax Number: Email: Shelley.Latreille@gov.bc.ca	312-7485 130 ST SURREY, BC V3W 1H8 Fax Number: (604)582-4280 Email: Adam.Calvert@gov.bc.ca

The term for the Service Agreement begins on: 01/04/2022 and ends on: 31/03/2024
(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 1.3 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>15th</u> day of <u>March</u> , <u>2022</u> on behalf of the Province by its duly authorized representative Signature: <u>Shelley Latreille</u> Print Name: <u>Shelley Latreille</u> Position: <u>Executive Director</u> Responsibility Centre: <u>ABORIGINAL SERVICES</u>	SIGNED AND DELIVERED on the <u>14</u> day of <u>March</u> , <u>2022</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature: <u>Adam Calvert</u> Print Name: <u>Adam Calvert</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

SCHEDULE A - SERVICES

Through the La Societe De Les Enfants Michif Delegation Agreement, the Provincial Director of Child Welfare (the Director) on behalf of the Ministry of Children and Family Development (the Ministry), has confirmed that La Societe De Les Enfants Michif (the Contractor) has C6 operational status, and has given authority to the Contractor, and their employees, to undertake administration of the Child, Family and Community Service Act (CFCSA) and provide a comprehensive range of services to Aboriginal children and families in their geographic service area.

C6 delegated services as described in the Ministry's Delegation Matrix are inclusive of voluntary services, guardianship services for children in care, and the full range of child protection services including the authority to investigate reports and remove children.

The Contractor's geographic service area covers Circle 5 – Surrey, South Surrey, White Rock and Delta as defined by the delegation agreement.

The delegation agreement authorizes the Contractor to provide service to Metis population living within the geographic service area.

Service Deliverables

The Contractor will provide or deliver, or will cause to be delivered, the following:

(a) A full range of delegated services to families and children in care per the La Societe De Les Enfants Michif Delegation Agreement. Services will include all C6 delegated services outlined in the Ministry's Delegation Matrix.

(b) In addition to the preceding deliverables, the Contractor must maintain information on service delivery and meet the reporting requirements as specified in the delegation agreement.

(c) If there is a conflict between this Agreement and the delegation agreement, the terms of the delegation agreement will take precedence.

The Funding Agreement

If the Contractor is land based, where this agreement refers to provincially funded delegated services, it shall be read to include delegated services provided to children and families living off reserve and delegated services to children and families living on reserve that are not eligible for funding from Indigenous Services Canada (ISC).

(a) The Contractor will receive funding for provincially funded delegated services from the Ministry.

The following paragraph is NOT APPLICABLE.

ISC provides funding for delegated services on reserve. The Child Tax Benefit (CTB), also referred to as the Children's Special Allowance (CSA), collected by the Contractor for provincially funded delegated services to children in care, will be considered one of the funding sources to the approved delegated services budget and will be used exclusively for the provision of provincially funded delegated services.

(b) The funding attached to this Agreement is intended to cover costs associated with the provision of provincial, off-reserve, C6 delegated services including: staffing, program delivery, administrative requirements, guardianship, residential resources, youth agreements, out of care placement and supports.

The contractor will be funded for

- i. 100% of the budgeted staffing, program and administrative estimates which represents provincially funded services.

- ii. 100% of residential, guardianship, youth agreement and out of care costs, to a maximum per diem of the Ministry's South Fraser Service Delivery Area (SDA) for a similar client group (exclusive of children and youth with special needs.
- (c) The funding is supported by a budget review that is conducted annually in the last quarter of the fiscal year. The Appendix One – MFS Delegated Services Budget and Funding Allocation FY23 provides the rationale for the approved funding:
- (d) The Contractor will be funded on the principles of parity and equity with the Ministry. This equity-based funding model will be reflected in the following:
- i. Caseload ratios will be 1:165 for Social Workers according to the guidelines in the *Aboriginal Operational and Practice Standards and Indicators* (AOPSI), 1:45-50 for Resource Workers, 1:7 for Team Leaders and 1:4 for Admin Staff. The ratios are used to calculate the total funding envelope amount and are not to be used to limit the caseload size per worker. Caseloads will be reviewed annually to assess shifts in work, and any resulting model, staffing, or funding changes. The first review will begin between January and March 2023. Either party can request an ad hoc review in the event that caseloads fluctuate significantly at any time throughout this agreement.
 - ii. The annual salary budget will be based on BCGEU salary rates at the top grid to mirror the Ministry classifications for like services. The Contractor's salary budget will be adjusted effective the same date as the BCGEU effective date. The Contractor and the Ministry will collectively agree to the most efficient timing for amending the agreement to reflect the new funding. Should the agreement not be amended prior to the effective date of change, the Contractor will receive retroactive funding back to the effective change date.
 - iii. The Contractor benefit package will be reviewed annually for adjustments based on the Contractor's actual costs. Funding will be provided for like benefits realized by Ministry staff under the BCGEU agreement, up to a maximum funding level on par with the Ministry. The first review will begin between January and March 2023.
 - iv. Funding for staffing driven cost will be based on the staffing model calculated in (i) above and will be aligned with the Ministry's Service Delivery Division's budget ratios. A review will occur annually in the last quarter of the fiscal year and will trigger any related changes in this funding for the subsequent fiscal year.
 - v. The Contractor's Residential Resources will be funded by the Ministry based on actual Residential Resource costs incurred by the Contractor. The Ministry will review the reasonableness of the per diem rate against the per diem rate of the Ministry's South Fraser Service Delivery Area for a similar client group (excluding child and youth with special needs). A review of Contractor Residential Resource costs for the current and prior year will occur annually in the last quarter of the fiscal year. The results of the review will trigger changes in funding for the subsequent fiscal year. If the CIC residential costs increase to the extent that the Contractor experiences a cash flow problem prior to the annual review, the Contractor can request a review and the Ministry will adjust the monthly payment amount pending the result of the review.
- (e) On occasion, the Contractor and the Ministry may share/borrow residential homes for the placement of children in care. Rather than establishing a process of invoicing costs back and forth for the use of residential homes, the Contractor and the Ministry have agreed to estimate, at the beginning of each fiscal year, the net cost of borrowing/lending homes. Any adjustment made to the Contractor's funding as a result will be identified in the Resource Funding Envelope. If actual usage of borrowed resources is not consistent with the estimate, either the Contractor or the Ministry can request an adjustment during the term of the Agreement. This is to ensure that the

(f) The approved annual budget for the provision of provincial off-reserve delegated services starting April 1, 2022, is assessed as follows:

	Formula Based	Estimate (will be reconciled to Actuals)	Total
Direct Staffing	s.16; s.17		
Infrastructure			
Sub total operational funding			
Child Maintenance			
<i>Residential Placements/Guardianship/Independent Living/YA and AYA</i>			
<i>Ancillary Support Services</i>			
<i>Subtotal Child Maintenance</i>			
Cultural Funding			
Total Provincial Funding :			
Minus Children's Special Allowance			
MCFD annual contract value			

(h) There will be an annual review on whether the Contractor has excess funding over the expenditure from the formula-based costs following the fiscal year end. In the event that the contractor has been able to accrue a surplus, the Contractor will develop a plan for the use of those excess funds in the provision of cultural support, prevention, intervention child and family services or related capacity building activities. Prior to implementation of the plan the parties will meet to confirm that it aligns with each party's needs concerning the provision of such services.

(i) A reconciliation of residential costs will be completed in the first quarter of the fiscal year for the previous fiscal year. If the actual costs are greater than the estimated costs, the Ministry will provide a one-time only payment for the overages against the estimated costs; if the actuals are less than the estimated costs, the Ministry will enter into a discussion with the Contractor on whether to do a recovery of overpayment or develop a plan for the use of those excess funds in a manner outlined in (h) above.

Cultural Funding

The Ministry will provide an annual amount of s.16; s.17 in Indigenous cultural funding. The purpose of the cultural funding is to provide support for all Indigenous children and youth's care plans to weave culture throughout, to support lifelong connections to their families, communities, identified language, and practices. The ministry recognizes that these connections are vital to their well-being, sense of identity and belonging. Examples of cultural funding expenditure include but not limited: costs connected to CIC travel to home territory for a child's connection to their community and land; regalia; cultural camps; or other activities that support an Indigenous child's cultural well-being and safety.

The Contractor will submit program report and financial report on the use of cultural funding to the Ministry by June 30th of each year for the previous fiscal year as outlined in Schedule I.

Policies and Standards

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

- (a) Integrated Case Management Policy.
- (b) Complaint Resolution Policy.

The Contractor will ensure that its organization and activities comply with the Organizational Standards of the Government of British Columbia and the following Program Standards:

- (a) Delegated services and overall operations that fall under the category of voluntary services and guardianship services will be managed in a manner that is consistent with the standards of AOPSI.
- (b) Delegated services and overall operations that fall under the category of child protection response will be managed in a manner that is consistent with the standards and requirements as established in the delegation agreement with the Director designated under the CFCSA.
- (c) Family Law Act.
- (d) Child Safety and Family Support Policies, Chapter 3: Child Protection Response.
- (e) BC Domestic Violence Action Plan that includes Violence against Women in Relationships (VAWIR policy).
- (f) La Societe De Les Enfants Michif Delegation Agreement.

All delegated work is audited by the Ministry for adherence to standards and policies on a three year rotation. Recommendations flowing from the Ministry audits are jointly made by the Contractor and the Ministry. Audit results and recommendations are posted publicly.

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

- 1.1 Subject to the provisions of the Agreement, we will pay you an amount not exceeding s.16; s.17 (not including any applicable taxes), in the aggregate, for providing the Services set out in Schedule A, during the term of this Agreement.
- 1.1 In addition, we will pay you any applicable taxes payable by the Province under law or agreement with the relevant taxation authority in relation to amounts payable under this schedule.

Payments

2.1 Monthly Recurring

We will pay you on or about the 15th day of the month commencing on the 1st day of April, 2022 as provided in the following payment schedule:

From	To	Amount	Total
April 1, 2022	March 31, 2024	s.16; s.17	

2.2 Flexible

We will pay you as described in the following payment schedule:

Date	Service	Amount	Total
April 1, 2022	Additional Cost - Service Providers	s.16; s.17	
July 1, 2022	Additional Cost - Service Providers		
October 1, 2022	Additional Cost - Service Providers		
January 1, 2023	Additional Cost - Service Providers		
April 1, 2023	Additional Cost - Service Providers		
July 1, 2023	Additional Cost - Service Providers		
October 1, 2023	Additional Cost - Service Providers		
January 1, 2024	Additional Cost - Service Providers		

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. Caregivers approved by the Contractor

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.

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:	Deputy Director of Child Welfare	Executive Director or Chairperson
Stage Two:	Deputy Director of Child Welfare	Executive Director or Chairperson
Stage Three:	Deputy Director of Child Welfare	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 or created under this Agreement and pursuant to FOIPPA.
- (a) ensure that, as a service provider, the Contractor is aware of, and complies with, the Contractor's information management and protection (records, privacy and security) obligations with respect to:
 - (i) the Province's Records, and
 - (ii) the Protected Information collected or created under this Agreement.

Applicability

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

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

Definitions

2. In this Schedule:

- (a) "**access**" means disclosure by the provision of access. For clarity, this includes the ability or opportunity of a person to view, study, or obtain a copy of records;
- (b) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

- (c) **“control”** (of a record) means the power or authority to manage the record throughout its life cycle, including restricting, regulating and administering its use and disclosure;
- (d) **“custody”** (of a record) means having physical possession of a record, regardless of the format (e.g. paper or electronic);
- (e) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (f) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (g) **“FOIPPA”** means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (h) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (i) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (j) **“Personal Information”** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province or the Contractor dealing with the same subject matter as the Agreement, but excluding any information that, if this Schedule did not apply to it, would not be under the control of a public body within the meaning of FOIPPA;
- (k) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (l) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);

- (m) **"Privacy Training"** means the Province's online privacy and information sharing training course;
- (n) **"Protected Information"** means any and all:
 - (i) "personal information" as defined in this Schedule;
 - (i) information and records of information the Contractor is required to treat as confidential under this Agreement; and
 - (ii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as "Protected Information" under this Agreement;
- (o) **"Security Event Logs"** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (p) **"Systems"** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (q) **"Tenancy"** means those components of the Systems that:
 - (i) directly access and store Protected Information,
 - (i) relate to Protected Information or the Province's tenancy activities, or

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

RECORDS MANAGEMENT

Records Retention and Disposition

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

PRIVACY PROTECTION

Collection of Personal Information

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

- (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of Personal Information.

Accuracy of Personal Information

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

Requests for access to Personal Information

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

Correction of Personal Information

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

Protection of Personal Information

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

Storage and access to Personal Information

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

Retention of Personal Information

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

Use of Personal Information

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

Disclosure of Personal Information

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

PERSONNEL

Confidentiality agreements

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

Personnel security screening

20. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:

- (a) verifying their identity and relevant education, professional qualifications and employment history;
- (b) completing a criminal record check that is updated at least every five years;
- (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
- (d) performing any additional screening this Agreement or applicable law may require; and
- (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

21. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable

security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.

22. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

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

Security contact

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

Supply chain

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

GENERAL POLICIES AND PRACTICES

Privacy Training

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

Compliance, Audit and Review

27. The Contractor must, in relation to the Province's Records, comply with:

(a) the requirements of FOIPPA applicable to the Contractor as a service provider, including any applicable order of the commissioner under FOIPPA, and

(b) any direction given by the Province under this Schedule.

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

Inspection of personal information

29. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect, and at the Province's discretion, copy, any of the Province's Records, or any of the Contractor's information management policies or practices or Records relevant to the Contractor's management of the Province's Records or the Contractor's compliance with this Schedule. The Contractor must permit and provide reasonable assistance to any such inspection.

30. If the Province conducts a review of a matter described in section 90 of this Schedule (whether or not the matter came to the attention of the Province as a result of a notification under section 90 of this Schedule), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Information security Policy

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

(a) based on recognized industry standards; and

(b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

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

(a) "Information Security Policy";

(b) government wide IM/IT Standards; and

(c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

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

Change control and management

34. The Contractor must:

(a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and

(b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

35. The Contractor must ensure that:

(a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;

(b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and

(c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

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

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

Security Incident Response and Management

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

PROTECTED INFORMATION AND DATA SECURITY

Encryption

39. The Contractor must ensure that:

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

No storage on unencrypted portable media

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

Encryption standard

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

Isolation controls and logical isolation of data

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

ACCESS AND AUTHENTICATION

User Identifiers

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

Access

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

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

Authentication

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

Highly sensitive Protected Information

53. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
 - (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

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

PROVINCE PROPERTY

Access to Province facilities, systems or networks

59. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
- (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";

(c) government wide IM/IT Standards; and

(d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

60. The Province has the rights to:

(a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;

(a) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;

(b) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and

(c) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

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

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

62. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.

63. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.

64. The Contractor must review physical access logs at least once monthly.

65. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:

- (a) hardening of the perimeter of the Facilities;
- (b) physical separation of public and restricted spaces;
- (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
- (d) Access Control Systems (ACS) and/or Key Management processes; and
- (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

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

Systems (including servers) hardening

68. The Contractor must:
- (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;

- (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
- (d) ensure that default passwords and shared accounts are not used for any Systems; and
- (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

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

69. The Contractor must:

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

Application firewall

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

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

Management network

71. The Contractor must ensure that for any Systems:

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

Remote management and secure access gateway

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

Database security

73. The Contractor must ensure that for any Systems:

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

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

Device security and antivirus scanning

75. The Contractor must ensure all Devices:

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

- (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

76. The Contractor must:

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

Patching

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

Vulnerability Scanning

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

Web application vulnerability scanning

82. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:

- (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
- (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

83. The Contractor must ensure that all Systems servers:

- (a) have antivirus and malware protection configured, active and enabled at all times;
- (b) have antivirus and malware definitions updated at least once a day; and
- (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

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

Asset management

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

Information destruction and disposal

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

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

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

E-discovery and legal holds

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

Incidents

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

- (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

93. The Contractor must:

- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
- (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
- (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
- (d) maintain a chain of custody in all such security investigations it undertakes.

94. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

95. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

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

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

Notification of changes

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

Compliance verification

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

Notice of non-compliance

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

MISCELLANEOUS

Interpretation

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

105. If there is a conflict between a documented process required by this Schedule to be created or maintained by the Contractor and this Schedule, the provision of this Schedule will prevail to the extent of the conflict.
106. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 107 of this Schedule, the law of any jurisdiction outside Canada.
107. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with FOIPPA.
108. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.

Referenced documents

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

Survival

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

SCHEDULE 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.

Additional Reports

- (a) Other information as requested by the Province.

iii. The Contractor will submit program report and financial report on the use of cultural funding to the Ministry by June 30th of each year for the previous fiscal year. The program report should include brief description of the service, length, frequency and duration of service and total number of participants as shown in the sample reporting template below. The financial report will provide cost in the four categories, salaries and benefits, fees for service (contractor cost), program supplies and activities cost, travel cost of children.

Sample Cultural Funding Program Report

Program Name	Service	Brief Description	Length/Duration/Frequency	Number of Participants
Cultural camps			July and August, 5 in total	50
Cultural Ceremonies			2 in May, 2 in June, 5 in September	
Regalia workshop			20 sessions	

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. Not applicable

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

- i. Annual service expenditure report
- ii. Quarterly reports on child maintenance costs.

Appendix One - MFS Delegated Services Budget and Funding Allocation FY23

01-Mar-22

CASELOAD AND STAFFING RATIO

	Model run on	FY22 Jan YTD
Average CS file activity	116	79
Average FS file activity	58	49
Average OCC file activity	13	10
Average YAG file activity	8	5
Average AYA file activity	7	
Average Incidents file activity	97	64
Average 54.1/54.01 file activity	23	41
	315	248
Social Worker Ratio	20	
Resource Worker Ratio	43	

ADMIN RATIO DELEGATED SERVICES

Supported staff	22.00
Admin	5.50
Ratio supported staff to admin	4.00
TEAM LEADER RATIO	
Team Leaders	2.8
Social Workers	19.3
Ratio of Team Leaders to worker	7.0

TOTAL OPERATIONAL COST

DELEGATED	# of positions	GEU Grid (x ML for exclusions)	Bi-weekly rate April 1, 2021 (GEU top grid)	Annual Salary per position (26 pays)	Top Level Funding @ 26,089,285 pays
Team Leader (cp/guardianship)	1.75	30	s.16; s.17		
Team Leader (res)	1.00	30			
Social Worker (resources)	3.50	24			
Social Worker (cp - TMA)	9.00	26			
Social Worker (guard/roots/mentors)	6.75	24			
Admin Supervisors	1.00	15			
Team Assistants/Clerks	4.50	9			
	27.50				
				Benefits @25.4%	-s.16; s.17

STAFFING DRIVEN COSTS

Delegated non admin	22.00
Delegated admin	5.50
FTE total	27.50

	per fte	FTE's
Capital acquisitions	s.16; s.17	27.50
Cell phones		27.50
Equipment Rentals		27.50
Bldg Maintenance/Utilities		27.50
Facilities/Lease/Rent		27.50
Information Technology		27.50
Materials & Supplies		27.50
Phones (landlines)		27.50
Professional Development/Staff appr		27.50
Travel		27.50
Vehicles		27.50
Total staffing driven cost		

proposed
s.16; s.17based on mcf funding of cell \$.1 per FTE
for TIs and line workers
copier/equipmentSSBC Allocation 6,714sq ft @ Local rate
s.16: (Q&M) + additional facilitybased on local SDA budget
local SDA allocation (1:11) @ s.16/yr for urbanADMIN COST

Direct Service Wages and Benefits
Direct Services Operational Cost
Total Direct Cost

s.16; s.17

Admin cost (by formula)

20% s.16; s.17

TOTAL OPERATIONAL COSTRESIDENTIAL RESOURCE FUNDING ENVELOPE

	Costs	Aver Cases
Residential placement	s.16;	49
Guardianship	s.17	60
Independent Living		4
Alternative to Care		7
Youth Agreements		4
54.1 and 54.01		41
AYA		

s.16; s.17

Estimate based on FY22 Q3 Reporting
Estimate based on FY22 Q3 Reporting
Estimate based on FY22 Q3 Reporting
Estimate based on FY22 Q3 Reporting
Estimate based on FY22 Q3 Reporting
Estimate based on FY22 Q3 Reporting
Estimate based on MCFD FY22 Dec YTD Average

Ancillary Support Cost (support to SW practice)

incl. CG recruitment

TOTAL RESOURCE COSTTOTAL BUDGET FOR DELEGATED SERVICES BEFORE CSACultural FundingFUNDING ALLOCATION (Provincial)

MCFD Residential Actual (less CTR)
MCFD Operations (salary & support)
CSA Provincial
Cultural Funding
Total cost for MCFD funded service

s.16; s.17

FY21/22 (incl. Wage increase)
s.16; s.17MCFD Contract Value