VANCOUVER ABORIGINAL CHILD & FAMILY SERVICES SOCIETY

MODIFICATION AGREEMENT

BETWEEN

VANCOUVER ABORIGINAL CHILD AND FAMILY SERVICES SOCIETY (VACFSS), on behalf of the **DIRECTOR designated under section 91 of the CHILD, FAMILY AND COMMUNITY SERVICE ACT**
(a "Director")

AND

HOLLYBURN FAMILY SERVICES LTD.
(the "Subcontractor")

Program / Place of Service: Eagle House
Child In Care: Staffed Specilized Care With 5 Capacity

BACKGROUND

A. The parties entered into an agreement, numbered 85338 ; 13 and dated October 1, 2015 , (the "Agreement").

B. The parties have agreed to modify the Agreement effective **April 1, 2021** .

AGREEMENT

The parties agree as follows:

1. The Agreement end date is: **May 31, 2021**.
2. Additional details:
   - Monthly fixed rate for the service of Staffed Specialized Child Care has been increased to s.16; s.17
   - Monthly variable rate is s.16; s.17 that subject to the usage;
   - VACFSS will pay to the Subcontractor an amount not exceeding s.16; s.17 in the aggregate for providing the services during the funding period from April 1, 2021 to May 31, 2021.
3. In all other respects, the Agreement is confirmed.

The parties have agreed to modify the Agreement effective April 1, 2021 .

SIGNED AND DELIVERED on behalf of Vancouver Aboriginal Child and Family Services Society by its authorized representative:	**SIGNED AND DELIVERED** by or on behalf of the Subcontractor (or by an authorized signatory of the Subcontractor if a Corporation):
Authorized Representative	Subcontractor or Authorized Signatory
Name Gavin O'toole	Name Alan Kwinter
Title Residential Resource Manager	Title Executive Director

Distribution: Copy 1 – Subcontractor Copy 2 – Finance Copy 3 – Resource IRD204

VANCOUVER ABORIGINAL CHILD & FAMILY SERVICES SOCIETY

MODIFICATION AGREEMENT

BETWEEN

VANCOUVER ABORIGINAL CHILD AND FAMILY SERVICES SOCIETY (VACFSS), on behalf of the **DIRECTOR designated under section 91 of the CHILD, FAMILY AND COMMUNITY SERVICE ACT**
(a "Director")

AND

HOLLYBURN FAMILY SERVICES LTD.
(the "Subcontractor")

Program / Place of Service: Eagle House
Child In Care: Staffed Specilized Care With 5 Capacity

BACKGROUND

A. The parties entered into an agreement, numbered 85338 ; 14 and dated October 1, 2015 , (the "Agreement").

B. The parties have agreed to modify the Agreement effective **June 1, 2021** .

AGREEMENT

The parties agree as follows:

1. The Agreement end date is: **July 31, 2021**.
2. Additional details:
   - Monthly fixed rate for the service of Staffed Specialized Child Care is s.16; s.17
   - Monthly variable rate is s.16; s.17 that subject to the usage;
   - VACFSS will pay to the Subcontractor an amount not exceeding $ s.16; s.17 in the aggregate for providing the services during the funding period from June 1, 2021 to July 31, 2021.
3. In all other respects, the Agreement is confirmed.

The parties have agreed to modify the Agreement effective June 1, 2021 .

SIGNED AND DELIVERED on behalf of Vancouver Aboriginal Child and Family Services Society by its authorized representative:	**SIGNED AND DELIVERED** by or on behalf of the Subcontractor (or by an authorized signatory of the Subcontractor if a Corporation):
Authorized Representative	Subcontractor or Authorized Signatory
Name Gavin O'toole	Name Alan Kwinter
Title Residential Resource Manager	Title Executive Director

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VANCOUVER ABORIGINAL CHILD & FAMILY SERVICES SOCIETY

MODIFICATION AGREEMENT

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(a "Director")

AND

HOLLYBURN FAMILY SERVICES LTD.
(the "Subcontractor")

Program / Place of Service: Eagle House
Child In Care: Staffed Specilized Care With 5 Capacity

BACKGROUND

A. The parties entered into an agreement, numbered 85338 ; 15 and dated October 1, 2015 , (the "Agreement").

B. The parties have agreed to modify the Agreement effective **August 1, 2021** .

AGREEMENT

The parties agree as follows:

1. The Agreement end date is: **August 31, 2021**.
2. Additional details:
   - Monthly fixed rate for the service of Staffed Specialized Child Care is s.16; s.17
   - Monthly variable rate is s.16; s.17 that subject to the usage;
   - VACFSS will pay to the Subcontractor an amount not exceeding s.16; s.17 in the aggregate for providing the services during the funding period from August 1, 2021 to August 31, 2021.
3. In all other respects, the Agreement is confirmed.

The parties have agreed to modify the Agreement effective August 1, 2021 .

SIGNED AND DELIVERED on behalf of Vancouver Aboriginal Child and Family Services Society by its authorized representative:	**SIGNED AND DELIVERED** by or on behalf of the Subcontractor (or by an authorized signatory of the Subcontractor if a Corporation):
Authorized Representative	Subcontractor or Authorized Signatory
Name Gavin O'toole	Name Alan Kwinter
Title Resource Manager	Title Executive Director

Distribution: Copy 1 – Subcontractor Copy 2 – Finance Copy 3 – Resource IRD204

VANCOUVER ABORIGINAL CHILD & FAMILY SERVICES SOCIETY

MODIFICATION AGREEMENT

BETWEEN

VANCOUVER ABORIGINAL CHILD AND FAMILY SERVICES SOCIETY (VACFSS), on behalf of the **DIRECTOR designated under section 91 of the CHILD, FAMILY AND COMMUNITY SERVICE ACT**
(a "Director")

AND

HOLLYBURN FAMILY SERVICES LTD.
(the "Subcontractor")

Program / Place of Service: Eagle House
Child In Care: Staffed Specilized Care With 5 Capacity

BACKGROUND

A. The parties entered into an agreement, numbered 85338 ; 16 and dated October 1, 2015 , (the "Agreement").

B. The parties have agreed to modify the Agreement effective **September 1, 2021** .

AGREEMENT

The parties agree as follows:

1. The Agreement end date is: **October 31, 2021**.
2. Additional details:
   - Monthly fixed rate for the service of Staffed Specialized Child Care is s.16; s.17
   - Monthly variable rate is s.16; s.17 that subject to the usage;
   - VACFSS will pay to the Subcontractor an amount not exceeding s.16; s.17 in the aggregate for providing the services during the funding period from September 1, 2021 to October 31, 2021.
3. In all other respects, the Agreement is confirmed.

The parties have agreed to modify the Agreement effective August 1, 2021 .

SIGNED AND DELIVERED on behalf of Vancouver Aboriginal Child and Family Services Society by its authorized representative:	**SIGNED AND DELIVERED** by or on behalf of the Subcontractor (or by an authorized signatory of the Subcontractor if a Corporation):
Authorized Representative	Subcontractor or Authorized Signatory
Name Gavin O'toole	Name Alan Kwinter
Title Resource Manager	Title Executive Director

Distribution: Copy 1 – Subcontractor Copy 2 – Finance Copy 3 – Resource IRD204

VANCOUVER ABORIGINAL CHILD & FAMILY SERVICES SOCIETY

MODIFICATION AGREEMENT

BETWEEN

VANCOUVER ABORIGINAL CHILD AND FAMILY SERVICES SOCIETY (VACFSS), on behalf of the **DIRECTOR designated under section 91 of the CHILD, FAMILY AND COMMUNITY SERVICE ACT**
(a "Director")

AND

HOLLYBURN FAMILY SERVICES LTD.
(the "Subcontractor")

Program / Place of Service: Eagle House
Child In Care: Staffed Specilized Care With 5 Capacity

BACKGROUND

A. The parties entered into an agreement, numbered 85338 ; 17 and dated October 1, 2015 , (the "Agreement").

B. The parties have agreed to modify the Agreement effective **November 1, 2021** .

AGREEMENT

The parties agree as follows:

1. The Agreement end date is: **November 30, 2021**.
2. Additional details:
   - Monthly fixed rate for the service of Staffed Specialized Child Care is s.16; s.17
   - Monthly variable rate is s.16; s.17 that subject to the usage;
   - VACFSS will pay to the Subcontractor an amount not exceeding s.16; s.17 in the aggregate for providing the services during the funding period from November 1, 2021 to November 30, 2021.
3. In all other respects, the Agreement is confirmed.

The parties have agreed to modify the Agreement effective November 1, 2021 .

SIGNED AND DELIVERED on behalf of Vancouver Aboriginal Child and Family Services Society by its authorized representative:	**SIGNED AND DELIVERED** by or on behalf of the Subcontractor (or by an authorized signatory of the Subcontractor if a Corporation):
Authorized Representative	Subcontractor or Authorized Signatory
Name Gavin O'toole	Name Alan Kwinter
Title Resource Manager	Title Executive Director

Distribution: Copy 1 – Subcontractor Copy 2 – Finance Copy 3 – Resource IRD204

SERVICE AGREEMENT
(Residential)

Vancouver Aboriginal
Child & Family Services Society

The Director designated *under the Child, Family and Community Service Act*

(the "Director", "we", "us", or "our" as applicable) at the following address:

203 3284 E Broadway, Vancouver, BC V5M 1Z8

Fax Number: (604) 215-0176

Email: _____

AND Hollyburn Family Services Ltd

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

104 267 W. Esplanade, North Vancouver, BC V7M 1A5

Fax Number: (604) 987-8122

Email: _____

The term for the Agreement begins on: **December 1, 2021** (Day/Month/Year) and ends on **March 31, 2022** (Day/Month/Year)

THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THE SERVICE AGREEMENT LOCATED ON THE MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT'S WEBSITE, VERSION 1.2 DATED JANUARY 13, 2015, AND AGREE TO BE BOUND BY THE SCHEDULES LISTED BELOW AND ATTACHED TO THIS AGREEMENT AND AGREE THAT REFERENCES TO "THE PROVINCE" IN THE TERMS AND CONDITIONS AND SCHEDULES ARE TO BE READ AS REFERENCES TO THE "DIRECTOR" EXCEPT AS THE CONTEXT OTHERWISE REQUIRES.

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

(collectively, the "Agreement")

SIGNED AND DELIVERED on the _____ day of _____, _____ on behalf of the Province by its duly authorized representative

Signature: _____

Print Name: Gavin O'Toole

Position: Resources Manager

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

Signature: _____

Print Name: Alan Kwinter

Position: Executive Director

Signature: _____

Print Name _____

Position _____

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

SCHEDULE A – SERVICES

1.1 With the exception of the definition of Caregiver, the definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Agreement.

1.2 It is acknowledged for the purpose of this Agreement, the term:

(a) Guardian means the legal guardian of the child or children.

(b) Director means a person designated by the minister under section 91 of the *Child, Family and Community Service Act* and includes a person delegated to fulfill the powers, duties or functions of a Director pursuant to s. 92 of the *Child, Family and Community Service Act.*

(c) Care Plan means a comprehensive plan of care for a particular child developed and authorized by the Director, that:

(i) identifies specific developmental objectives based on continuous assessments of the child or youth's evolving needs and outcomes of previous decisions and actions;

(ii) continues throughout the child or youth's stay in care and is a living, working document that remains relevant as the child or youth matures and as their circumstances change; and

(iii) identifies the overall goal for the child or youth and includes assessments and actions across several domains including; placement, health, education, identity, family and social relationships, social presentation, emotional and behavioural development and self-care skills.

(d) Program Standards means any provincial standards relating to performance of particular Services as may be created and changed from time to time.

(e) Care Setting means Care Setting as described in section 1.4(b) of this schedule.

(f) Caregiver means an individual employed or retained by the Contractor to provide care for and supervision of a child residing in a Care Setting.

Desired Outcomes

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

(a) Improve positive social connection to family, adults, peers, and community;

(b) Increase attendance in school / work / training / appropriate activities;

(c) Improve self care skills and life skills

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

Service Deliverables

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

(a) Residential Services to one or more children in care are looked after under sections 25, 26 or 27 of the *Child, Family and Community Service Act.*

(b) The Contractor will provide accommodation and associated supervision for up to the specified number of children, at the following Care Setting or Care Settings:

Type of Service	Care Setting	No. of Children
Staffed/Specialized Child Care	2994 East Pender Street Vancouver, BC V5K 2C3	5

(c) The child/children to be cared for in the Care Setting can be described as:

i) Male and / or female children who at the time of placement will present extremely challenging behaviour and / or developmental delays and who may behave in a manner which poses an extreme risk to self, others, and / or property

(d) The Service to be provided to the child/children in the Care Setting is:

Eagle House group home is a 5 bed licensed staffed home for street youth engaged in high risk behaviour. The length of stay is up to 6 months or longer depending on the needs of the child. The program offers staff support for adolescents making the transition to the next placement or independent living.

The service deliverables are further discribed as:

- A staffed, 5 bed licensed group home providing 1,825 bed days per year;
- Scheduling staff so that two (2) staff are on shift together at all times;
- Ensuring clinical practice consultation for each staff is available, including orientation and appraisal from an experienced and qualified member / supervisor of the pertinent discipline;
- Ensuring ongoing training opportunities for all staff;
- Preventing the spread of infectious diseases through the practice of universal safety precautions at all times by all staff;
- Providing written assessment (within 2 weeks of placement) and progress reports every 6 weeks for each child;
- Developing within the home, programs, to meet the child's specific treatment needs;
- Organizing and / or participation in regularly scheduled case conferences for each child;
- Outreach support to youth residing at the group home who are away from the group home without permission and who are thus at significant risk.

Subcontractor will ensure the child's involvement in cultural activities consistent with the child's Plan of Care by:

- Co-operatively working with the VACFSS Guardiansip social workers in building and implementing the cultural component of the Plan of Care;
- Seeking out information, knowledge and opportunities specific to the child's nation/band of origin;
- Encouraging the child's involvement in specified cultural activities;
- Creating a welcoming and accepting home environment that reflects the child specific culture;
- Adopting positive attitudes and behaviours that will encourage and promote a positive healthy environment for the child, in regards to their heritage and culture;

- Positively interacting with family, community members and elders who are involved in the child's cultural life.

Hollyburn Family Services Ltd. agrees to strive at maintaining a 50% + 1 indigenous staffing compliment.

(e) In relation to the Care Plan, the Contractor agrees to:

(i) participate in the development of the Care Plan for each child placed in the Care Setting when requested by the Director;

(ii) implement those parts of the child's Care Plan related to the child's residential placement including the child's safety and well-being in association with the residential placement; and

(iii) measure achievement of goals related to the child's residential placement, as stated in each child's Care Plan.

(f) The Contractor will provide services in accordance with the rights of children in care as required by section 29 of the Agreement.

(g) The Contractor agrees to cooperate with:

(i) any valid custody or access orders or agreements relating to the child as permitted or instructed by the Director; and

(ii) the parent(s)/Guardian of the child, when specified in the Care Plan or as permitted or instructed by the Director.

(h) The Contractor agrees to support and encourage the child's relationship with their parent(s), sibling(s), extended family and/or Guardian, according to the Care Plan for the child.

(i) Critical incidents must be reported:

(i) immediately when they occur to the Director, family where appropriate or emergency and after-hours telephone line; and

(ii) in writing the next business day to the Director and the contract Resource Social Worker.

(j) The Contractor will provide the Director full information and particulars concerning a child upon request of the Director.

(k) The Contractor will ensure all information, statements and documents submitted to the Director in connection with the Schedules are true and correct.

(l) The Contractor will provide timely access to the child by:

(i) the Director; and

(ii) those persons authorized by the Director.

(m) The Contractor will not permit the child to leave the province of British Columbia without the written permission of the Director.

(n) The Contractor will remain actively engaged in the Care Setting's community to support and maintain good relationships with the neighbours.

(o) The Contractor will notify the Director immediately of any complaints received by the public in relation to the Care Setting.

(p) The performance of the Agreement during its Term will be monitored in accordance with the Ministry of Children and Family Development Caregiver Support Services Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services.

(q) The Director may from time to time, in writing or verbally, give reasonable instructions to the Contractor as to the performance of Services. The Contractor must comply with those instructions.

(r) If the Contractor is unable to meet their obligations for the care of one or more children under this Agreement, the Contractor must immediately notify the Director and the Director may, whether or not a notice has been received pursuant to Section 47 of the Agreement:

(i) move the child to an alternate placement;

(ii) take steps pursuant to Section 45 of the Agreement; and

(iii) terminate pursuant to Section 50 of the Agreement.

Policies and Standards

1.5 The Contractor must comply with all applicable policies and Program Standards including:

(a) Assessment and Approval of Caregivers by Contracted Agencies

(b) Criminal Record Check Procedures for Contracted Agencies

(c) Caregiver Support Service Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services

(d) Investigations of Contracted Agencies

(e) Standards for Staffed Children's Residential Services

(f) Standards for Foster Home, as required

(g) Accreditation Standards, if applicable

1.6 The Director must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in material change to the Services will require renegotiation of the Schedule(s) relating to the Services affected.

Rights and obligations of the Director

1.7 The Director will make available to the Contractor all information in the Director's custody which the Director reasonably considers to be required by the Contractor to perform the Services. In particular, the Director will make available to the Contractor all information which may be relevant to the safety and well being of a child and a Caregiver.

1.8 The Director may, at any time, in his or her sole discretion, retake care of a child who is receiving Services.

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

1.1 Subject to the provisions of this 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 Delegated Aboriginal Agency on behalf of the Province under law or agreement with the relevant taxation authority in relation to amounts payable under this schedule.

Payment

2.1 Subject to paragraph 1.1, the Delegated Aboriginal Agency will make payments to the Contractor in the following amounts and manner:

(a) The Contractor will receive the payments described below during the term of the Agreement. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.

(b) The fixed monthly rate and per diem rate shall be in accordance with current provincial policy as updated from time to time. No modification of this Agreement is required in the event of a change in the fixed rates in policy. It is understood that any subsequent changes to the provincial fixed monthly and per diem applicable to this Agreement will result in an automatic adjustment to the aggregate amount of this Agreement from the date the change in policy takes effect. The Director will inform the Contractor of any changes in fixed rates.

(c) For the following Services the fixed monthly rate and the per diem rate shall remain as listed below for the Term of the Agreement.

Services	Capacity	Fixed Monthly	Per Diem Monthly	Total Payment
Staffed/Specialized Child Care	5	s.16; s.17		s.16; s.17
Total:				

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

1. The following persons, groups of persons, or organizations, are specified as subcontractors under section 12 of the Agreement:

   not applicable

SCHEDULE D – INSURANCE

1. 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 bodily injury, personal injury and third party property damage arising out of the Contractor's performance of the Services set out in this Agreement.

2. The Contractor is responsible for and will pay any deductible under the Master Insurance Program.

3. 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.

4. The Province will take reasonable steps to ensure the coverage specified in section 1 of this schedule 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.

5. 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.

6. 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.

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 section 1 of this schedule.

SCHEDULE E – AUTHORIZED PERSONS

Authorized Persons

1.1 The Contractor authorizes any of the following persons, (identified by name and/or position) to act for you in relation to this Agreement:

(i)

1.2 The Delegated Aboriginal Agency authorizes any of the following persons (identify by position) to act for us in relation to this Agreement:

(i) Resource Social Worker

(ii)

Conflict Resolution Officials

2.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Delegated Aboriginal Agency	Contractor
Stage One:		
Stage Two:		
Stage Three:		

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

Purpose

The purpose of this Schedule is to:

(a) enable the Delegated Aboriginal Agency on behalf of the Province to comply with the Province's obligations with respect to:

(i) creation, maintenance, retention and final disposition of the Director's Records, and

(ii) protection of Personal Information collected under this Agreement and pursuant to *FOIPPA* and the *Child, Family and Community Service Act.*

(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 under *FOIPPA* with respect to:

(i) the Director's Records and

(ii) the Personal Information collected or created under this Agreement.

Applicability

This Schedule applies to the management of the Director's Records and to the management of Personal Information collected or created under this Agreement.

The Contractor must manage the Director'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**" has the same meaning as in FOIPPA;

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) **"Privacy Training"** means the Province's online privacy and information sharing training course;

h) "**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.

PRIVACY PROTECTION

Collection of Personal Information

2. 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.

3. The Contractor must collect Personal Information directly from the individual the information is about, unless the indirect collection is authorized under section 27 of FOIPPA.

4. Where the Contractor collects Personal Information from an individual the information is about the Contractor must tell the individual:

   (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

5. 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 Director to make a decision that directly affects the individual the Personal Information is about.

Requests for access to Personal Information

6. If the Contractor receives a request for access to Personal Information from a person other than the Director, 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

7. Within 5 business days of receiving a written direction from the Director to correct or annotate any Personal Information, the Contractor must correct or annotate the information in accordance with the direction.

8. When issuing a written direction under section 7 of this Schedule, the Delegated Aboriginal Agency must advise the Contractor of the date the correction request to which the direction relates was received by the Delegated Aboriginal Agency in order that the Contractor may comply with section 9 of this Schedule.

9. Within 5 business days of correcting or annotating any Personal Information under section 7 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 Director, the Contractor disclosed the information being corrected or annotated.

10. If the Contractor receives a request for correction of Personal Information from a person other than the Director, the Contractor must promptly advise the person to make the request to the Delegated Aboriginal Agency and provide the Delegated Aboriginal Agency's official's name or title and contact information to the person making the request.

Protection of Personal Information

11. 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

12. Unless the Director 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

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

14. If the Contractor receives any information which would identify a young person to whom it relates as a young person dealt with under the *Youth Criminal Justice Act*, the Contractor must:

    a. keep the information separate from any other record of the young person to whom the information relates;

    b. ensure that no other person has access to the information; and

    c. destroy the information when the information is no longer required for the purpose for which it was disclosed.

Use of Personal Information

15. Unless the Director 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. The Contractor must not disclose Personal Information relating to a child who receives or received Services under this Agreement, or that child's family, except to the Director or a person designated by the Director unless compelled to do so pursuant to court rules, a court order or subpoena. Despite this general prohibition against disclosure, the Contractor may disclose Personal Information relating to the child or the child's family, on a strictly need to know basis, to persons who are involved with supervising, teaching or caring for the child.

17. The Contractor must not disclose any information which would identify a young person to whom it relates as a young person dealt with under the *Youth Criminal Justice Act* unless the disclosure is to another person engaged in the supervision or care of the young person and the disclosure is necessary:

    a. to ensure compliance with an order of the youth justice court;

    b. to ensure the safety of staff, students or other persons; or

    c. to facilitate the rehabilitation of the young person.

18. The Contractor may only disclose Personal Information outside Canada if authorized under section 33.1 of FOIPPA.

19. The Contractor may only disclose Personal Information, whether inside or outside of Canada, to any person other than the Province if the disclosure is for the performance of the Contractors obligations, or the exercise of the Contractor's rights, under the Agreement.

SECURITY

Services Worker confidentiality agreements

20. The Contractor must immediately provide notice to the Director of any suspected information incident that threatens privacy or information security.

21. 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

22. 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

23. 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 Director in writing for the purposes of this section.

Facilities and Equipment protection and access

24. 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.

25. If the Delegated Aboriginal Agency makes available to the Contractor any Facilities or Equipment of the Delegated Aboriginal Agency 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

26. 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.

27. For the purposes of section 26 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 Delegated Aboriginal Agency, 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

28. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 23 and 24 of this Schedule.

Retention of Information

29. With the exception of information that the Contractor must destroy in accordance with section 13 of this Schedule, the Contractor must retain all Director's Records until directed by the Delegated Aboriginal Agency in writing to dispose of them or to deliver them as specified in the direction.

Secure Storage

30. Until disposed of or delivered in accordance with section 13, the Contractor must securely store records that contain Personal Information while in the Contractor's custody.

GENERAL

Privacy Training

31. The Delegated Aboriginal Agency 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 Delegated Aboriginal Agency upon request.

Notice

32. The Contractor must immediately provide notice to the Director 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 personal 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*.

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

Compliance, Audit and Review

34. The Contractor must, in relation to the Personal Information, comply with:

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

    (b) section 75 of the *Child, Family and Community Service Act*; and

    (c) any direction given by the Director under this Schedule.

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

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

37. If the Delegated Aboriginal Agency conducts a review of a matter described in section 32 or 33 of this Schedule (whether or not the matter came to the attention of the Delegated Aboriginal Agency as a result of a

notification under section 32 or 33 of this Schedule), the Contractor must, on the request of the Delegated Aboriginal Agency, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Interpretation

38. 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.

39. 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.

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

41. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 42 of this Schedule, the law of any jurisdiction outside Canada.

42. 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
Issued by ICBC: • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card **Issued by provincial or territorial government:** • Canadian birth certificate **Issued by Government of Canada:** • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record	• 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 Delegated Aboriginal Agency to conduct a security-focused interview with a Services Worker if the Delegated Aboriginal Agency identifies a reasonable security concern and notifies the Contractor it wishes to do so.

SCHEDULE G - ASSETS

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

not applicable

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

not applicable

SCHEDULE H – ADDITIONAL TERMS

Termination

Notwithstanding section 47(b) of the Terms and Conditions of the Services Agreement, the termination notice period for this agreement is 30 days.

Criminal Record Check

Despite sections 18-20 of the Terms and Conditions of the Service Agreement, terms set out below apply respecting criminal record checks and supersede sections 18 – 20 of the Terms and Conditions:

1. In accordance with the *Criminal Records Review Act*, the Contractor must ensure that the Contractor, the Contractors' employees and subcontractors undergo a criminal record check or a criminal record check verification when required in circumstances where the Contractor, the employee or subcontractor works with children as defined in the *Criminal Records Review Act*.
2. In addition to any criminal record checks or criminal records check verifications required under the *Criminal Records Review Act*, the Contractor must ensure that the Contractor and all employees, subcontractors and volunteers who have, or potentially have, unsupervised access to children or their records undergo a criminal record check that is satisfactory to the Province and that those individuals do not have unsupervised access to children or their records until the results of the criminal record check indicate no risk to children.
3. In addition to any criminal record checks or criminal record check verifications that are required by sections 1 and 2 of this Schedule, the Contractor must ensure that every person 18 years or older who resides or spends significant time in the home or place where the services are provided or are to be provided, and who has or will have significant and unsupervised access to children in that home or place, undergoes a criminal record check that is satisfactory to the Delegated Aboriginal Agency.
4. If any of the individuals referred to in sections 2 or 3 of this Schedule moved to British Columbia within the last 10 years, the Contractor must make all reasonable efforts to obtain a verified criminal record check from the jurisdiction in which he or she was previously resident.
5. The Contractor must ensure that criminal record checks required by sections 2 and 3 of this Schedule are undertaken every 3 to 5 years as required by the Province.
6. Upon written request, the Contractor must provide the Delegated Aboriginal Agency written confirmation that:
   (a) criminal record checks have been initiated as required by the *Criminal Records Review Act*;
   (b) criminal record checks referred to in section 2, 3, and 4, as applicable, were completed prior to work beginning or prior to unsupervised access to children or their records;
   (c) the Contractor has acted in accordance with any instructions from the Delegated Aboriginal Agency and in accordance with the *Criminal Records Review Act*; and
   (d) all other related procedures have been followed.

Negligence Waiver

1. If the Contractor is providing Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Services.

SCHEDULE I – REPORTING REQUIREMENTS

1.1 The Contractor will submit Annually reports, in form and content acceptable to the Delegated Aboriginal Agency, for the preceding period as specified, relating to the Services. The required content of these reports may include, but is not limited to, the following information:

1. the quantity of services (by # of hours, # of sessions, etc.) and any variance from expected and contracted deliverables,
2. Specify other reporting information as necessary in relation to the type of service provided)

(a) Weekly individual progress reports for each child placed, critical incident reports as they occur, and a discharge report when each child leaves the resource. Nightly reports containing information regarding occupancy (AWOLs, CIC names, missing persons…), and daily reports of AWOL's for MPR reports;

(b) Any reports or information required for the evaluation of the services provided by Hollyburn Family Services Ltd. which may include a description of the clients who used the Services during the reporting period by total number, by gender, by age, and any other demographics detailed in Component Schedule E Information Management Plan;

(c) Annual report to be submitted to VACFSS by May 01, 2021 providing an overview of the program outcomes and challenges.

1.2 The reports referred to in section 1.1 will be submitted within 10 business days of the end of the period specified, commencing with the first report for the period ending May 1, 2022. For the purpose of this section a "business day" is any day which is not a Saturday, a Sunday, or a statutory holiday in British Columbia.

1.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 33 of the Agreement, the Contractor will, if the Contractor wishes to negotiate a future agreement, submit to the Delegated Aboriginal Agency, prior to the end of the 3rd quarter of the Term, a Contractor Revenue and Expense Forecast for the duration of the Funding Period in the form attached as Attachment 1.)

ATTACHMENT 1 - CONTRACTOR REVENUE AND EXPENSE FORECAST

Contractor Name/Address: Hollyburn Family Services Ltd 104 267 W. Esplanade, North Vancouver, BC V7M 1A5

Name of Program(s)/Service(s): 003 Eagle House

Reporting Period (from/to): December 1, 2021 : March 31, 2022

STATEMENT OF REVENUE AND EXPENSES	Previous Year	YTD Actual	Forecast to end of Funding Period	Approved Funding	Variance
REVENUE					
Delegated Aboriginal Agency Regular Payments (monthly)					
Delegated Aboriginal Agency Invoiced Payments					
Other Delegated Aboriginal Agency Payments (specify):					
TOTAL GROSS REVENUE					
Program/Service Expenses					
Total Compensation (wages and benefits)					
Program/Service Child Support Costs					
Program/Services Facilities Costs					
Administration Costs*					
TOTAL GROSS EXPENSES					
TOTAL NET (+/-)					

*See Delegated Aboriginal Agency Contracting Financial Reporting and Management Requirements.

Comments regarding variances:

This report has been prepared from the books and records of the Contractor for the funding period ended ____. I hereby confirm to the best of my knowledge and belief, that the information contained herein, was compiled in accordance with generally accepted accounting principles. There is nothing to my knowledge that has not been disclosed in this report which would affect the accuracy and completeness of the financial information.

Signature Date

Print Name Print Title

VANCOUVER ABORIGINAL CHILD & FAMILY SERVICES SOCIETY

MODIFICATION AGREEMENT

BETWEEN

VANCOUVER ABORIGINAL CHILD AND FAMILY SERVICES SOCIETY (VACFSS), on behalf of the **DIRECTOR designated under section 91 of the CHILD, FAMILY AND COMMUNITY SERVICE ACT**
(a "Director")

AND

HOLLYBURN FAMILY SERVICES LTD.
(the "Subcontractor")

Program / Place of Service: Eagle House
Child In Care: Staffed Specilized Care With 5 Capacity

BACKGROUND

A. The parties entered into an agreement, numbered 85338 ; 20 and dated October 1, 2015 , (the "Agreement").

B. The parties have agreed to modify the Agreement effective **April 1, 2022** .

AGREEMENT

The parties agree as follows:

1. The Agreement end date is: **March 31, 2023**.
2. Additional details:
   - Monthly fixed rate for the service of Staffed Specialized Child Care has been changed to s.16; s.17
   - Monthly variable rate has been changed to s.16; s.17 that subject to the usage;
   - VACFSS will pay to the Subcontractor an amount not exceeding s.16; s.17 in the aggregate for providing the services during the funding period from April 1, 2022 to March 31, 2023.
3. In all other respects, the Agreement is confirmed.

The parties have agreed to modify the Agreement effective April 1, 2022 .

SIGNED AND DELIVERED on behalf of Vancouver Aboriginal Child and Family Services Society by its authorized representative:	**SIGNED AND DELIVERED** by or on behalf of the Subcontractor (or by an authorized signatory of the Subcontractor if a Corporation):
Authorized Representative	Subcontractor or Authorized Signatory
Name Nazeem Ratanshi	Name Alan Kwinter
Title Acting Resource Manager	Title Executive Director

Distribution: Copy 1 – Subcontractor Copy 2 – Finance Copy 3 – Resource IRD

VANCOUVER ABORIGINAL CHILD & FAMILY SERVICES SOCIETY

MODIFICATION AGREEMENT

BETWEEN

VANCOUVER ABORIGINAL CHILD AND FAMILY SERVICES SOCIETY (VACFSS), on behalf of the **DIRECTOR designated under section 91 of the CHILD, FAMILY AND COMMUNITY SERVICE ACT**
(a "Director")

AND

MILIEU CHILDREN FAMILY SERVICES INC.
(the "Subcontractor")

Program / Place of Service: Fremlin House
Child In Care: Staffed Specilized Care With 5 Capacity

BACKGROUND

A. The parties entered into an agreement, numbered 84731 ; 10 and dated April 1, 2018 , (the "Agreement").

B. The parties have agreed to modify the Agreement effective **April 1, 2020** .

AGREEMENT

The parties agree as follows:

1. The Agreement end date is: **March 31, 2021**.
2. Additional details:
   - Monthly fixed rate for the service of Staffed Specialized Child Care has been increased to s.16; s.17
   - VACFSS will pay to the Subcontractor an amount not exceeding s.16; s.17 in the aggregate for providing the services during the funding period from April 1, 2020 to March 31, 2021.
3. In all other respects, the Agreement is confirmed.

The parties have agreed to modify the Agreement effective February 10, 2021 .

SIGNED AND DELIVERED on behalf of Vancouver Aboriginal Child and Family Services Society by its authorized representative:	**SIGNED AND DELIVERED** by or on behalf of the Subcontractor (or by an authorized signatory of the Subcontractor if a Corporation):
Authorized Representative	Subcontractor or Authorized Signatory
Name Gavin O'Toole	Name Cynthia Roling
Title Residential Resource Manager	Title Executive Director

Distribution: Copy 1 – Subcontractor Copy 2 – Finance Copy 3 – Resource IRD205

SERVICE AGREEMENT
(Residential)

Vancouver Aboriginal
Child & Family Services Society

The Director designated *under the Child, Family and Community Service Act*

(the "Director", "we", "us", or "our" as applicable) at the following address:

203 3284 E Broadway, Vancouver, BC V5M 1Z8

Fax Number: (604) 215-0176

Email: _____

AND Milieu Children & Family Services Inc

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

17733 - 66th Ave, Surrey, BC V3S 7X1

Fax Number:

Email: _____

The term for the Agreement begins on: **April 1, 2021** (Day/Month/Year) and ends on **March 31, 2022** (Day/Month/Year)

THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THE SERVICE AGREEMENT LOCATED ON THE MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT'S WEBSITE, VERSION 1.2 DATED JANUARY 13, 2015, AND AGREE TO BE BOUND BY THE SCHEDULES LISTED BELOW AND ATTACHED TO THIS AGREEMENT AND AGREE THAT REFERENCES TO "THE PROVINCE" IN THE TERMS AND CONDITIONS AND SCHEDULES ARE TO BE READ AS REFERENCES TO THE "DIRECTOR" EXCEPT AS THE CONTEXT OTHERWISE REQUIRES.

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

(collectively, the "Agreement")

SIGNED AND DELIVERED on the _____ day of _____, _____ on behalf of the Province by its duly authorized representative

Signature: _____

Print Name: Gavin O'Toole

Position: Residential Resource Manager

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

Signature: _____

Print Name: Cynthia Roling

Position: Executive Director

Signature: _____

Print Name _____

Position _____

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

SCHEDULE A – SERVICES

1.1 With the exception of the definition of Caregiver, the definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Agreement.

1.2 It is acknowledged for the purpose of this Agreement, the term:

(a) Guardian means the legal guardian of the child or children.

(b) Director means a person designated by the minister under section 91 of the *Child, Family and Community Service Act* and includes a person delegated to fulfill the powers, duties or functions of a Director pursuant to s. 92 of the *Child, Family and Community Service Act.*

(c) Care Plan means a comprehensive plan of care for a particular child developed and authorized by the Director, that:

(i) identifies specific developmental objectives based on continuous assessments of the child or youth's evolving needs and outcomes of previous decisions and actions;

(ii) continues throughout the child or youth's stay in care and is a living, working document that remains relevant as the child or youth matures and as their circumstances change; and

(iii) identifies the overall goal for the child or youth and includes assessments and actions across several domains including; placement, health, education, identity, family and social relationships, social presentation, emotional and behavioural development and self-care skills.

(d) Program Standards means any provincial standards relating to performance of particular Services as may be created and changed from time to time.

(e) Care Setting means Care Setting as described in section 1.4(b) of this schedule.

(f) Caregiver means an individual employed or retained by the Contractor to provide care for and supervision of a child residing in a Care Setting.

Desired Outcomes

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

(a) Improve positive social connection to family, adults, peers, and community;

(b) Increase attendance in school / work / training / appropriate activities;

(c) Improve self care skills and life skills.

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

Service Deliverables

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

(a) Residential Services to one or more children in care are looked after under sections 25, 26 or 27 of the *Child, Family and Community Service Act.*

(b) The Contractor will provide accommodation and associated supervision for up to the specified number of children, at the following Care Setting or Care Settings:

Type of Service	Care Setting	No. of Children
Staffed/Specialized Child Care	880 W 67th St Vancouver, BC V6P 3X2	5

(c) The child/children to be cared for in the Care Setting can be described as:

i) Male and / or female children between the ages of 12 to 18 years who may at the time placement presents extremely challenging behaviour and / or lack of developmental progress and who regularly behave in a manner which presents an extreme risk to self, others, and / or property.

(d) The Service to be provided to the child/children in the Care Setting is:

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

ii) VACFSS will appoint VACFSS liaison officer(s) for the Subcontractor's Residential Programs. The parties agree to meet during the Funding Period to review the Service Deliverables and any other issues of mutual concern, including the following:

- Program elements and mandate;
- Access criteira;
- Intake and referral processes;
- Numbers of clients to be served;
- Hours of direct client service per family by program;
- Wait - list management;
- Exceptions to normal practice;
- Critical incident reporting procedures;
- Issue management;
- Program liaison;
- Orientation.

iii) The Subcontractor provides the following residential program:

Fremlin House is a 5 bed licensed staffed emergency home for street youth engaged in high risk behaviour. The length of stay is up to six weeks of longer depending on the needs of the child. The program offers staff support for adolescents making the transition to the next plalcement or independent living.

The service deliverables are further discribed as:

- A staffed, 5 bed licensed group home providing 1,825 bed days per year;
- Accepting emergency placements 24 hours a day;
- Scheduling staff so that two staff are on shift together at all times;

- Ensuring clinical practice consultation for each staff is available, including orientation and appraisal from an experienced and qualified member / supervisor of the pertinent discipline;
- Ensuring ongoing training opportunities for all staff;
- Preventing the spread of infectious diseases through the practice of universal safety precautions at all times by all staff;
- Providing written monthly assessment and progress reports for each child;
- Developing within the home, programs, to meet the child's specific treatment needs;
- Organizing and / or participation in regularly scheduled case conferences for each child.

iv) Upon request, parcipate as a member of the child's Plan of Care team by:

- Participating in the development and assessment of the child's Plan of Care;
- Identifying the child's unique developmental, emotional, and / or behavioural needs;
- Identifying the need for new or enhanced services;
- Representing the child's needs and viewpoint to team members;
- Carrying out the agreed upon Caregiver's obligations under the child's Plan of Care and recommending review as necessary;
- Encouraging the child's participation in planning;
- Encouraging the child to participate in community programs, and
- Developing within the home, programs to meet the child's specific needs.

v) Provide written child assessment and progress reports, as requested;

vi) Report any critical incidents and any changes in place of service.

(e) In relation to the Care Plan, the Contractor agrees to:

(i) participate in the development of the Care Plan for each child placed in the Care Setting when requested by the Director;

(ii) implement those parts of the child's Care Plan related to the child's residential placement including the child's safety and well-being in association with the residential placement; and

(iii) measure achievement of goals related to the child's residential placement, as stated in each child's Care Plan.

(f) The Contractor will provide services in accordance with the rights of children in care as required by section 29 of the Agreement.

(g) The Contractor agrees to cooperate with:

(i) any valid custody or access orders or agreements relating to the child as permitted or instructed by the Director; and

(ii) the parent(s)/Guardian of the child, when specified in the Care Plan or as permitted or instructed by the Director.

(h) The Contractor agrees to support and encourage the child's relationship with their parent(s), sibling(s), extended family and/or Guardian, according to the Care Plan for the child.

(i) Critical incidents must be reported:

(i) immediately when they occur to the Director, family where appropriate or emergency and after-hours telephone line; and

(ii) in writing the next business day to the Director and the contract Resource Social Worker.

(j) The Contractor will provide the Director full information and particulars concerning a child upon request of the Director.

(k) The Contractor will ensure all information, statements and documents submitted to the Director in connection with the Schedules are true and correct.

(l) The Contractor will provide timely access to the child by:

(i) the Director; and

(ii) those persons authorized by the Director.

(m) The Contractor will not permit the child to leave the province of British Columbia without the written permission of the Director.

(n) The Contractor will remain actively engaged in the Care Setting's community to support and maintain good relationships with the neighbours.

(o) The Contractor will notify the Director immediately of any complaints received by the public in relation to the Care Setting.

(p) The performance of the Agreement during its Term will be monitored in accordance with the Ministry of Children and Family Development Caregiver Support Services Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services.

(q) The Director may from time to time, in writing or verbally, give reasonable instructions to the Contractor as to the performance of Services. The Contractor must comply with those instructions.

(r) If the Contractor is unable to meet their obligations for the care of one or more children under this Agreement, the Contractor must immediately notify the Director and the Director may, whether or not a notice has been received pursuant to Section 47 of the Agreement:

(i) move the child to an alternate placement;

(ii) take steps pursuant to Section 45 of the Agreement; and

(iii) terminate pursuant to Section 50 of the Agreement.

Policies and Standards

1.5 The Contractor must comply with all applicable policies and Program Standards including:

(a) Assessment and Approval of Caregivers by Contracted Agencies

(b) Criminal Record Check Procedures for Contracted Agencies

(c) Caregiver Support Service Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services

(d) Investigations of Contracted Agencies

(e) Standards for Staffed Children's Residential Services

(f) Standards for Foster Home, as required

(g) Accreditation Standards, if applicable

1.6 The Director must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in material change to the Services will require renegotiation of the Schedule(s) relating to the Services affected.

Rights and obligations of the Director

1.7 The Director will make available to the Contractor all information in the Director's custody which the Director reasonably considers to be required by the Contractor to perform the Services. In particular, the Director will make available to the Contractor all information which may be relevant to the safety and well being of a child and a Caregiver.

1.8 The Director may, at any time, in his or her sole discretion, retake care of a child who is receiving Services.

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

1.1 Subject to the provisions of this 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 Delegated Aboriginal Agency on behalf of the Province under law or agreement with the relevant taxation authority in relation to amounts payable under this schedule.

Payment

2.1 Subject to paragraph 1.1, the Delegated Aboriginal Agency will make payments to the Contractor in the following amounts and manner:

(a) The Contractor will receive the payments described below during the term of the Agreement. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.

(b) The fixed monthly rate and per diem rate shall be in accordance with current provincial policy as updated from time to time. No modification of this Agreement is required in the event of a change in the fixed rates in policy. It is understood that any subsequent changes to the provincial fixed monthly and per diem applicable to this Agreement will result in an automatic adjustment to the aggregate amount of this Agreement from the date the change in policy takes effect. The Director will inform the Contractor of any changes in fixed rates.

(c) For the following Services the fixed monthly rate and the per diem rate shall remain as listed below for the Term of the Agreement.

Services	Capacity	Fixed Monthly	Per Diem Monthly	Total Payment
Staffed/Specialized Child Care	5	s.16; s.17		s.16; s.17
Total:				

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

1. The following persons, groups of persons, or organizations, are specified as subcontractors under section 12 of the Agreement:

   not applicable

SCHEDULE D – INSURANCE

1. 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 bodily injury, personal injury and third party property damage arising out of the Contractor's performance of the Services set out in this Agreement.

2. The Contractor is responsible for and will pay any deductible under the Master Insurance Program.

3. 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.

4. The Province will take reasonable steps to ensure the coverage specified in section 1 of this schedule 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.

5. 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.

6. 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.

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 section 1 of this schedule.

SCHEDULE E – AUTHORIZED PERSONS

Authorized Persons

1.1 The Contractor authorizes any of the following persons, (identified by name and/or position) to act for you in relation to this Agreement:

(i)

1.2 The Delegated Aboriginal Agency authorizes any of the following persons (identify by position) to act for us in relation to this Agreement:

(i) Resource Social Worker

(ii)

Conflict Resolution Officials

2.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Delegated Aboriginal Agency	Contractor
Stage One:		
Stage Two:		
Stage Three:		

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

Purpose

The purpose of this Schedule is to:

(a) enable the Delegated Aboriginal Agency on behalf of the Province to comply with the Province's obligations with respect to:

(i) creation, maintenance, retention and final disposition of the Director's Records, and

(ii) protection of Personal Information collected under this Agreement and pursuant to *FOIPPA* and the *Child, Family and Community Service Act.*

(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 under *FOIPPA* with respect to:

(i) the Director's Records and

(ii) the Personal Information collected or created under this Agreement.

Applicability

This Schedule applies to the management of the Director's Records and to the management of Personal Information collected or created under this Agreement.

The Contractor must manage the Director'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**" has the same meaning as in FOIPPA;

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) **"Privacy Training"** means the Province's online privacy and information sharing training course;

h) "**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.

PRIVACY PROTECTION

Collection of Personal Information

2. 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.

3. The Contractor must collect Personal Information directly from the individual the information is about, unless the indirect collection is authorized under section 27 of FOIPPA.

4. Where the Contractor collects Personal Information from an individual the information is about the Contractor must tell the individual:

   (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

5. 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 Director to make a decision that directly affects the individual the Personal Information is about.

Requests for access to Personal Information

6. If the Contractor receives a request for access to Personal Information from a person other than the Director, 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

7. Within 5 business days of receiving a written direction from the Director to correct or annotate any Personal Information, the Contractor must correct or annotate the information in accordance with the direction.

8. When issuing a written direction under section 7 of this Schedule, the Delegated Aboriginal Agency must advise the Contractor of the date the correction request to which the direction relates was received by the Delegated Aboriginal Agency in order that the Contractor may comply with section 9 of this Schedule.

9. Within 5 business days of correcting or annotating any Personal Information under section 7 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 Director, the Contractor disclosed the information being corrected or annotated.

10. If the Contractor receives a request for correction of Personal Information from a person other than the Director, the Contractor must promptly advise the person to make the request to the Delegated Aboriginal Agency and provide the Delegated Aboriginal Agency's official's name or title and contact information to the person making the request.

Protection of Personal Information

11. 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

12. Unless the Director 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

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

14. If the Contractor receives any information which would identify a young person to whom it relates as a young person dealt with under the *Youth Criminal Justice Act*, the Contractor must:

    a. keep the information separate from any other record of the young person to whom the information relates;

    b. ensure that no other person has access to the information; and

    c. destroy the information when the information is no longer required for the purpose for which it was disclosed.

Use of Personal Information

15. Unless the Director 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. The Contractor must not disclose Personal Information relating to a child who receives or received Services under this Agreement, or that child's family, except to the Director or a person designated by the Director unless compelled to do so pursuant to court rules, a court order or subpoena. Despite this general prohibition against disclosure, the Contractor may disclose Personal Information relating to the child or the child's family, on a strictly need to know basis, to persons who are involved with supervising, teaching or caring for the child.

17. The Contractor must not disclose any information which would identify a young person to whom it relates as a young person dealt with under the *Youth Criminal Justice Act* unless the disclosure is to another person engaged in the supervision or care of the young person and the disclosure is necessary:

    a. to ensure compliance with an order of the youth justice court;

    b. to ensure the safety of staff, students or other persons; or

    c. to facilitate the rehabilitation of the young person.

18. The Contractor may only disclose Personal Information outside Canada if authorized under section 33.1 of FOIPPA.

19. The Contractor may only disclose Personal Information, whether inside or outside of Canada, to any person other than the Province if the disclosure is for the performance of the Contractors obligations, or the exercise of the Contractor's rights, under the Agreement.

SECURITY

Services Worker confidentiality agreements

20. The Contractor must immediately provide notice to the Director of any suspected information incident that threatens privacy or information security.

21. 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

22. 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

23. 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 Director in writing for the purposes of this section.

Facilities and Equipment protection and access

24. 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.

25. If the Delegated Aboriginal Agency makes available to the Contractor any Facilities or Equipment of the Delegated Aboriginal Agency 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

26. 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.

27. For the purposes of section 26 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 Delegated Aboriginal Agency, 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

28. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 23 and 24 of this Schedule.

Retention of Information

29. With the exception of information that the Contractor must destroy in accordance with section 13 of this Schedule, the Contractor must retain all Director's Records until directed by the Delegated Aboriginal Agency in writing to dispose of them or to deliver them as specified in the direction.

Secure Storage

30. Until disposed of or delivered in accordance with section 13, the Contractor must securely store records that contain Personal Information while in the Contractor's custody.

GENERAL

Privacy Training

31. The Delegated Aboriginal Agency 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 Delegated Aboriginal Agency upon request.

Notice

32. The Contractor must immediately provide notice to the Director 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 personal 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*.

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

Compliance, Audit and Review

34. The Contractor must, in relation to the Personal Information, comply with:

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

    (b) section 75 of the *Child, Family and Community Service Act*; and

    (c) any direction given by the Director under this Schedule.

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

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

37. If the Delegated Aboriginal Agency conducts a review of a matter described in section 32 or 33 of this Schedule (whether or not the matter came to the attention of the Delegated Aboriginal Agency as a result of a

notification under section 32 or 33 of this Schedule), the Contractor must, on the request of the Delegated Aboriginal Agency, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Interpretation

38. 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.

39. 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.

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

41. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 42 of this Schedule, the law of any jurisdiction outside Canada.

42. 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
Issued by ICBC: • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card **Issued by provincial or territorial government:** • Canadian birth certificate **Issued by Government of Canada:** • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record	• 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 Delegated Aboriginal Agency to conduct a security-focused interview with a Services Worker if the Delegated Aboriginal Agency identifies a reasonable security concern and notifies the Contractor it wishes to do so.

SCHEDULE G - ASSETS

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

not applicable

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

not applicable

SCHEDULE H – ADDITIONAL TERMS

Termination

Notwithstanding section 47(b) of the Terms and Conditions of the Services Agreement, the termination notice period for this agreement is 90 days.

Criminal Record Check

Despite sections 18-20 of the Terms and Conditions of the Service Agreement, terms set out below apply respecting criminal record checks and supersede sections 18 – 20 of the Terms and Conditions:

1. In accordance with the *Criminal Records Review Act*, the Contractor must ensure that the Contractor, the Contractors' employees and subcontractors undergo a criminal record check or a criminal record check verification when required in circumstances where the Contractor, the employee or subcontractor works with children as defined in the *Criminal Records Review Act*.
2. In addition to any criminal record checks or criminal records check verifications required under the *Criminal Records Review Act*, the Contractor must ensure that the Contractor and all employees, subcontractors and volunteers who have, or potentially have, unsupervised access to children or their records undergo a criminal record check that is satisfactory to the Province and that those individuals do not have unsupervised access to children or their records until the results of the criminal record check indicate no risk to children.
3. In addition to any criminal record checks or criminal record check verifications that are required by sections 1 and 2 of this Schedule, the Contractor must ensure that every person 18 years or older who resides or spends significant time in the home or place where the services are provided or are to be provided, and who has or will have significant and unsupervised access to children in that home or place, undergoes a criminal record check that is satisfactory to the Delegated Aboriginal Agency.
4. If any of the individuals referred to in sections 2 or 3 of this Schedule moved to British Columbia within the last 10 years, the Contractor must make all reasonable efforts to obtain a verified criminal record check from the jurisdiction in which he or she was previously resident.
5. The Contractor must ensure that criminal record checks required by sections 2 and 3 of this Schedule are undertaken every 3 to 5 years as required by the Province.
6. Upon written request, the Contractor must provide the Delegated Aboriginal Agency written confirmation that:
   (a) criminal record checks have been initiated as required by the *Criminal Records Review Act*;
   (b) criminal record checks referred to in section 2, 3, and 4, as applicable, were completed prior to work beginning or prior to unsupervised access to children or their records;
   (c) the Contractor has acted in accordance with any instructions from the Delegated Aboriginal Agency and in accordance with the *Criminal Records Review Act*; and
   (d) all other related procedures have been followed.

Negligence Waiver

1. If the Contractor is providing Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Services.

SCHEDULE I – REPORTING REQUIREMENTS

1.1 The Contractor will submit Monthly reports, in form and content acceptable to the Delegated Aboriginal Agency, for the preceding period as specified, relating to the Services. The required content of these reports may include, but is not limited to, the following information:

1. the quantity of services (by # of hours, # of sessions, etc.) and any variance from expected and contracted deliverables,
2. Specify other reporting information as necessary in relation to the type of service provided)

(a) Weekly individual progress reports for each child placed and a discharge report when each child leaves the resource. Nightly reports containing information regarding occupancy (AWOLs, CIC names, missing persons…). Critical indident reports as they occur;

(b) Any reports or information required for the evaluation of the services provided by Milieu Children & Family Services Inc. which may include a description of the clients who used the Services during the reporting period (by total number, by gender, by age, and any other demographics detailed in Component Schedule E Information Management Plan;

(c) Annual report to be submitted to VACFSS by May 01, 2022 providing an overview of the program outcomes and challenges.

1.2 The reports referred to in section 1.1 will be submitted within 10 business days of the end of the period specified, commencing with the first report for the period ending April 30, 2021. For the purpose of this section a "business day" is any day which is not a Saturday, a Sunday, or a statutory holiday in British Columbia.

1.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 33 of the Agreement, the Contractor will, if the Contractor wishes to negotiate a future agreement, submit to the Delegated Aboriginal Agency, prior to the end of the 3rd quarter of the Term, a Contractor Revenue and Expense Forecast for the duration of the Funding Period in the form attached as Attachment 1.)

ATTACHMENT 1 - CONTRACTOR REVENUE AND EXPENSE FORECAST

Contractor Name/Address: Milieu Children & Family Services Inc 17733 - 66th Ave, Surrey, BC V3S 7X1

Name of Program(s)/Service(s): 012 Fremlin House

Reporting Period (from/to): April 1, 2021 : March 31, 2022

STATEMENT OF REVENUE AND EXPENSES	Previous Year	YTD Actual	Forecast to end of Funding Period	Approved Funding	Variance
REVENUE					
Delegated Aboriginal Agency Regular Payments (monthly)					
Delegated Aboriginal Agency Invoiced Payments					
Other Delegated Aboriginal Agency Payments (specify):					
TOTAL GROSS REVENUE					
Program/Service Expenses					
Total Compensation (wages and benefits)					
Program/Service Child Support Costs					
Program/Services Facilities Costs					
Administration Costs*					
TOTAL GROSS EXPENSES					
TOTAL NET (+/-)					

*See Delegated Aboriginal Agency Contracting Financial Reporting and Management Requirements.

Comments regarding variances:

This report has been prepared from the books and records of the Contractor for the funding period ended ____. I hereby confirm to the best of my knowledge and belief, that the information contained herein, was compiled in accordance with generally accepted accounting principles. There is nothing to my knowledge that has not been disclosed in this report which would affect the accuracy and completeness of the financial information.

Signature Date

Print Name Print Title

SERVICE AGREEMENT
(Residential)

Vancouver Aboriginal
Child & Family Services Society

The Director designated *under the Child, Family and Community Service Act*

(the "Director", "we", "us", or "our" as applicable) at the following address:

203 3284 E Broadway, Vancouver, BC V5M 1Z8

Fax Number: (604) 215-0176

Email: _____

AND Milieu Children & Family Services Inc

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

17733 - 66th Ave, Surrey, BC V3S 7X1

Fax Number:

Email: _____

The term for the Agreement begins on: **April 1, 2022** (Day/Month/Year) and ends on **March 31, 2023** (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 1.4 DATED FEBRUARY 10, 2022, AND AGREE TO BE BOUND BY THE SCHEDULES LISTED BELOW AND ATTACHED TO THIS AGREEMENT AND AGREE THAT REFERENCES TO "THE PROVINCE" IN THE TERMS AND CONDITIONS AND SCHEDULES ARE TO BE READ AS REFERENCES TO THE "DIRECTOR" EXCEPT AS THE CONTEXT OTHERWISE REQUIRES.

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

(collectively, the "Agreement")

SIGNED AND DELIVERED on the _____ day of _____, _____ on behalf of the Province by its duly authorized representative

Signature: _____

Print Name: Gavin O'Toole

Position: Resource Manager

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

Signature: _____

Print Name: Cynthia Roling

Position: Executive Director

Signature: _____

Print Name _____

Position _____

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

SCHEDULE A – SERVICES

1.1 With the exception of the definition of Caregiver, the definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Agreement.

1.2 It is acknowledged for the purpose of this Agreement, the term:

(a) Guardian means the legal guardian of the child or children.

(b) Director means a person designated by the minister under section 91 of the *Child, Family and Community Service Act* and includes a person delegated to fulfill the powers, duties or functions of a Director pursuant to s. 92 of the *Child, Family and Community Service Act.*

(c) Care Plan means a comprehensive plan of care for a particular child developed and authorized by the Director, that:

(i) identifies specific developmental objectives based on continuous assessments of the child or youth's evolving needs and outcomes of previous decisions and actions;

(ii) continues throughout the child or youth's stay in care and is a living, working document that remains relevant as the child or youth matures and as their circumstances change; and

(iii) identifies the overall goal for the child or youth and includes assessments and actions across several domains including; placement, health, education, identity, family and social relationships, social presentation, emotional and behavioural development and self-care skills.

(d) Program Standards means any provincial standards relating to performance of particular Services as may be created and changed from time to time.

(e) Care Setting means Care Setting as described in section 1.4(b) of this schedule.

(f) Caregiver means an individual employed or retained by the Contractor to provide care for and supervision of a child residing in a Care Setting.

Desired Outcomes

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

(a) Improve positive social connection to family, adults, peers, and community;

(b) Increase attendance in school / work / training / appropriate activities;

(c) Improve self care skills and life skills.

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

Service Deliverables

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

(a) Residential Services to one or more children in care are looked after under sections 25, 26 or 27 of the *Child, Family and Community Service Act.*

(b) The Contractor will provide accommodation and associated supervision for up to the specified number of children, at the following Care Setting or Care Settings:

Type of Service	Care Setting	No. of Children
Staffed/Specialized Child Care	880 W 67th St Vancouver, BC V6P 3X2	5

(c) The child/children to be cared for in the Care Setting can be described as:

Male and / or female children between the ages of 12 to 18 years who may at the time placement presents extremely challenging behaviour and / or lack of developmental progress and who regularly behave in a manner which presents an extreme risk to self, others, and / or property.

(d) The Service to be provided to the child/children in the Care Setting is:

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

ii) VACFSS will appoint VACFSS liaison officer(s) for the Subcontractor's Residential Programs. The parties agree to meet during the Funding Period to review the Service Deliverables and any other issues of mutual concern, including the following:

- Program elements and mandate;
- Access criteira;
- Intake and referral processes;
- Numbers of clients to be served;
- Hours of direct client service per family by program;
- Wait - list management;
- Exceptions to normal practice;
- Critical incident reporting procedures;
- Issue management;
- Program liaison;
- Orientation.

iii) The Subcontractor provides the following residential program:

Fremlin House is a 5 bed licensed staffed emergency home for street youth engaged in high risk behaviour. The length of stay is up to six weeks of longer depending on the needs of the child. The program offers staff support for adolescents making the transition to the next plalcement or independent living.

The service deliverables are further discribed as:

- A staffed, 5 bed licensed group home providing 1,825 bed days per year;
- Accepting emergency placements 24 hours a day;
- Scheduling staff so that two staff are on shift together at all times;

- Ensuring clinical practice consultation for each staff is available, including orientation and appraisal from an experienced and qualified member / supervisor of the pertinent discipline;
- Ensuring ongoing training opportunities for all staff;
- Preventing the spread of infectious diseases through the practice of universal safety precautions at all times by all staff;
- Providing written monthly assessment and progress reports for each child;
- Developing within the home, programs, to meet the child's specific treatment needs;
- Organizing and / or participation in regularly scheduled case conferences for each child.

iv) Upon request, parcipate as a member of the child's Plan of Care team by:

- Participating in the development and assessment of the child's Plan of Care;
- Identifying the child's unique developmental, emotional, and / or behavioural needs;
- Identifying the need for new or enhanced services;
- Representing the child's needs and viewpoint to team members;
- Carrying out the agreed upon Caregiver's obligations under the child's Plan of Care and recommending review as necessary;
- Encouraging the child's participation in planning;
- Encouraging the child to participate in community programs, and
- Developing within the home, programs to meet the child's specific needs.

v) Provide written child assessment and progress reports, as requested;

vi) Report any critical incidents and any changes in place of service.

(e) In relation to the Care Plan, the Contractor agrees to:

(i) participate in the development of the Care Plan for each child placed in the Care Setting when requested by the Director;

(ii) implement those parts of the child's Care Plan related to the child's residential placement including the child's safety and well-being in association with the residential placement; and

(iii) measure achievement of goals related to the child's residential placement, as stated in each child's Care Plan.

(f) The Contractor will provide services in accordance with the rights of children in care as required by section 29 of the Agreement.

(g) The Contractor agrees to cooperate with:

(i) any valid custody or access orders or agreements relating to the child as permitted or instructed by the Director; and

(ii) the parent(s)/Guardian of the child, when specified in the Care Plan or as permitted or instructed by the Director.

(h) The Contractor agrees to support and encourage the child's relationship with their parent(s), sibling(s), extended family and/or Guardian, according to the Care Plan for the child.

(i) Critical incidents must be reported:

(i) immediately when they occur to the Director, family where appropriate or emergency and after-hours telephone line; and

(ii) in writing the next business day to the Director and the contract Resource Social Worker.

(j) The Contractor will provide the Director full information and particulars concerning a child upon request of the Director.

(k) The Contractor will ensure all information, statements and documents submitted to the Director in connection with the Schedules are true and correct.

(l) The Contractor will provide timely access to the child by:

(i) the Director; and

(ii) those persons authorized by the Director.

(m) The Contractor will not permit the child to leave the province of British Columbia without the written permission of the Director.

(n) The Contractor will remain actively engaged in the Care Setting's community to support and maintain good relationships with the neighbours.

(o) The Contractor will notify the Director immediately of any complaints received by the public in relation to the Care Setting.

(p) The performance of the Agreement during its Term will be monitored in accordance with the Ministry of Children and Family Development Caregiver Support Services Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services.

(q) The Director may from time to time, in writing or verbally, give reasonable instructions to the Contractor as to the performance of Services. The Contractor must comply with those instructions.

(r) If the Contractor is unable to meet their obligations for the care of one or more children under this Agreement, the Contractor must immediately notify the Director and the Director may, whether or not a notice has been received pursuant to Section 47 of the Agreement:

(i) move the child to an alternate placement;

(ii) take steps pursuant to Section 45 of the Agreement; and

(iii) terminate pursuant to Section 50 of the Agreement.

Policies and Standards

1.5 The Contractor must comply with all applicable policies and Program Standards including:

(a) Assessment and Approval of Caregivers by Contracted Agencies

(b) Criminal Record Check Procedures for Contracted Agencies

(c) Caregiver Support Service Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services

(d) Investigations of Contracted Agencies

(e) Standards for Staffed Children's Residential Services

(f) Standards for Foster Home, as required

(g) Accreditation Standards, if applicable

1.6 The Director must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in material change to the Services will require renegotiation of the Schedule(s) relating to the Services affected.

Rights and obligations of the Director

1.7 The Director will make available to the Contractor all information in the Director's custody which the Director reasonably considers to be required by the Contractor to perform the Services. In particular, the Director will make available to the Contractor all information which may be relevant to the safety and well being of a child and a Caregiver.

1.8 The Director may, at any time, in his or her sole discretion, retake care of a child who is receiving Services.

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

1.1 Subject to the provisions of this 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 Delegated Aboriginal Agency on behalf of the Province under law or agreement with the relevant taxation authority in relation to amounts payable under this schedule.

Payment

2.1 Subject to paragraph 1.1, the Delegated Aboriginal Agency will make payments to the Contractor in the following amounts and manner:

(a) The Contractor will receive the payments described below during the term of the Agreement. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.

(b) The fixed monthly rate and per diem rate shall be in accordance with current provincial policy as updated from time to time. No modification of this Agreement is required in the event of a change in the fixed rates in policy. It is understood that any subsequent changes to the provincial fixed monthly and per diem applicable to this Agreement will result in an automatic adjustment to the aggregate amount of this Agreement from the date the change in policy takes effect. The Director will inform the Contractor of any changes in fixed rates.

(c) For the following Services the fixed monthly rate and the per diem rate shall remain as listed below for the Term of the Agreement.

Services	Capacity	Fixed Monthly	Per Diem Monthly	Total Payment
Staffed/Specialized Child Care	5	s.16; s.17		s.16; s.17
Total:				

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

1. The following persons, groups of persons, or organizations, are specified as subcontractors under section 12 of the Agreement:

   not applicable

SCHEDULE D – INSURANCE

1. 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 bodily injury, personal injury and third party property damage arising out of the Contractor's performance of the Services set out in this Agreement.

2. The Contractor is responsible for and will pay any deductible under the Master Insurance Program.

3. 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.

4. The Province will take reasonable steps to ensure the coverage specified in section 1 of this schedule 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.

5. 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.

6. 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.

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 section 1 of this schedule.

SCHEDULE E – AUTHORIZED PERSONS

Authorized Persons

1.1 The Contractor authorizes any of the following persons, (identified by name and/or position) to act for you in relation to this Agreement:

(i)

1.2 The Delegated Aboriginal Agency authorizes any of the following persons (identify by position) to act for us in relation to this Agreement:

(i) Resource Social Worker

(ii)

Conflict Resolution Officials

2.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Delegated Aboriginal Agency	Contractor
Stage One:		
Stage Two:		
Stage Three:		

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

Purpose

The purpose of this Schedule is to:

(a) enable the Delegated Aboriginal Agency on behalf of the Province to comply with the Province's obligations with respect to:

(i) creation, maintenance, retention and final disposition of the Director's Records, and

(ii) protection of Personal Information collected under this Agreement and pursuant to *FOIPPA* and the *Child, Family and Community Service Act.*

(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 under *FOIPPA* with respect to:

(i) the Director's Records and

(ii) the Personal Information collected or created under this Agreement.

Applicability

This Schedule applies to the management of the Director's Records and to the management of Personal Information collected or created under this Agreement.

The Contractor must manage the Director'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**" has the same meaning as in FOIPPA;

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) **"Privacy Training"** means the Province's online privacy and information sharing training course;

h) "**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.

PRIVACY PROTECTION

Collection of Personal Information

2. 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.

3. The Contractor must collect Personal Information directly from the individual the information is about, unless the indirect collection is authorized under section 27 of FOIPPA.

4. Where the Contractor collects Personal Information from an individual the information is about the Contractor must tell the individual:

   (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

5. 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 Director to make a decision that directly affects the individual the Personal Information is about.

Requests for access to Personal Information

6. If the Contractor receives a request for access to Personal Information from a person other than the Director, 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

7. Within 5 business days of receiving a written direction from the Director to correct or annotate any Personal Information, the Contractor must correct or annotate the information in accordance with the direction.

8. When issuing a written direction under section 7 of this Schedule, the Delegated Aboriginal Agency must advise the Contractor of the date the correction request to which the direction relates was received by the Delegated Aboriginal Agency in order that the Contractor may comply with section 9 of this Schedule.

9. Within 5 business days of correcting or annotating any Personal Information under section 7 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 Director, the Contractor disclosed the information being corrected or annotated.

10. If the Contractor receives a request for correction of Personal Information from a person other than the Director, the Contractor must promptly advise the person to make the request to the Delegated Aboriginal Agency and provide the Delegated Aboriginal Agency's official's name or title and contact information to the person making the request.

Protection of Personal Information

11. 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

12. Unless the Director 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

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

14. If the Contractor receives any information which would identify a young person to whom it relates as a young person dealt with under the *Youth Criminal Justice Act*, the Contractor must:

    a. keep the information separate from any other record of the young person to whom the information relates;

    b. ensure that no other person has access to the information; and

    c. destroy the information when the information is no longer required for the purpose for which it was disclosed.

Use of Personal Information

15. Unless the Director 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. The Contractor must not disclose Personal Information relating to a child who receives or received Services under this Agreement, or that child's family, except to the Director or a person designated by the Director unless compelled to do so pursuant to court rules, a court order or subpoena. Despite this general prohibition against disclosure, the Contractor may disclose Personal Information relating to the child or the child's family, on a strictly need to know basis, to persons who are involved with supervising, teaching or caring for the child.

17. The Contractor must not disclose any information which would identify a young person to whom it relates as a young person dealt with under the *Youth Criminal Justice Act* unless the disclosure is to another person engaged in the supervision or care of the young person and the disclosure is necessary:

    a. to ensure compliance with an order of the youth justice court;

    b. to ensure the safety of staff, students or other persons; or

    c. to facilitate the rehabilitation of the young person.

18. The Contractor may only disclose Personal Information outside Canada if authorized under section 33.1 of FOIPPA.

19. The Contractor may only disclose Personal Information, whether inside or outside of Canada, to any person other than the Province if the disclosure is for the performance of the Contractors obligations, or the exercise of the Contractor's rights, under the Agreement.

SECURITY

Services Worker confidentiality agreements

20. The Contractor must immediately provide notice to the Director of any suspected information incident that threatens privacy or information security.

21. 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

22. 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

23. 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 Director in writing for the purposes of this section.

Facilities and Equipment protection and access

24. 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.

25. If the Delegated Aboriginal Agency makes available to the Contractor any Facilities or Equipment of the Delegated Aboriginal Agency 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

26. 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.

27. For the purposes of section 26 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 Delegated Aboriginal Agency, 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

28. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 23 and 24 of this Schedule.

Retention of Information

29. With the exception of information that the Contractor must destroy in accordance with section 13 of this Schedule, the Contractor must retain all Director's Records until directed by the Delegated Aboriginal Agency in writing to dispose of them or to deliver them as specified in the direction.

Secure Storage

30. Until disposed of or delivered in accordance with section 13, the Contractor must securely store records that contain Personal Information while in the Contractor's custody.

GENERAL

Privacy Training

31. The Delegated Aboriginal Agency 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 Delegated Aboriginal Agency upon request.

Notice

32. The Contractor must immediately provide notice to the Director 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 personal 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*.

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

Compliance, Audit and Review

34. The Contractor must, in relation to the Personal Information, comply with:

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

    (b) section 75 of the *Child, Family and Community Service Act*; and

    (c) any direction given by the Director under this Schedule.

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

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

37. If the Delegated Aboriginal Agency conducts a review of a matter described in section 32 or 33 of this Schedule (whether or not the matter came to the attention of the Delegated Aboriginal Agency as a result of a

notification under section 32 or 33 of this Schedule), the Contractor must, on the request of the Delegated Aboriginal Agency, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Interpretation

38. 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.

39. 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.

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

41. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 42 of this Schedule, the law of any jurisdiction outside Canada.

42. 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
Issued by ICBC: • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card **Issued by provincial or territorial government:** • Canadian birth certificate **Issued by Government of Canada:** • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record	• 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 Delegated Aboriginal Agency to conduct a security-focused interview with a Services Worker if the Delegated Aboriginal Agency identifies a reasonable security concern and notifies the Contractor it wishes to do so.

SCHEDULE G - ASSETS

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

not applicable

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

not applicable

SCHEDULE H – ADDITIONAL TERMS

Termination

Notwithstanding section 47(b) of the Terms and Conditions of the Services Agreement, the termination notice period for this agreement is 90 days.

Criminal Record Check

Despite sections 18-20 of the Terms and Conditions of the Service Agreement, terms set out below apply respecting criminal record checks and supersede sections 18 – 20 of the Terms and Conditions:

1. In accordance with the *Criminal Records Review Act*, the Contractor must ensure that the Contractor, the Contractors' employees and subcontractors undergo a criminal record check or a criminal record check verification when required in circumstances where the Contractor, the employee or subcontractor works with children as defined in the *Criminal Records Review Act*.
2. In addition to any criminal record checks or criminal records check verifications required under the *Criminal Records Review Act*, the Contractor must ensure that the Contractor and all employees, subcontractors and volunteers who have, or potentially have, unsupervised access to children or their records undergo a criminal record check that is satisfactory to the Province and that those individuals do not have unsupervised access to children or their records until the results of the criminal record check indicate no risk to children.
3. In addition to any criminal record checks or criminal record check verifications that are required by sections 1 and 2 of this Schedule, the Contractor must ensure that every person 18 years or older who resides or spends significant time in the home or place where the services are provided or are to be provided, and who has or will have significant and unsupervised access to children in that home or place, undergoes a criminal record check that is satisfactory to the Delegated Aboriginal Agency.
4. If any of the individuals referred to in sections 2 or 3 of this Schedule moved to British Columbia within the last 10 years, the Contractor must make all reasonable efforts to obtain a verified criminal record check from the jurisdiction in which he or she was previously resident.
5. The Contractor must ensure that criminal record checks required by sections 2 and 3 of this Schedule are undertaken every 3 to 5 years as required by the Province.
6. Upon written request, the Contractor must provide the Delegated Aboriginal Agency written confirmation that:
   (a) criminal record checks have been initiated as required by the *Criminal Records Review Act*;
   (b) criminal record checks referred to in section 2, 3, and 4, as applicable, were completed prior to work beginning or prior to unsupervised access to children or their records;
   (c) the Contractor has acted in accordance with any instructions from the Delegated Aboriginal Agency and in accordance with the *Criminal Records Review Act*; and
   (d) all other related procedures have been followed.

Negligence Waiver

1. If the Contractor is providing Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Services.

SCHEDULE I – REPORTING REQUIREMENTS

1.1 The Contractor will submit Monthly reports, in form and content acceptable to the Delegated Aboriginal Agency, for the preceding period as specified, relating to the Services. The required content of these reports may include, but is not limited to, the following information:

1. the quantity of services (by # of hours, # of sessions, etc.) and any variance from expected and contracted deliverables,
2. Specify other reporting information as necessary in relation to the type of service provided)

(a) Weekly individual progress reports for each child placed and a discharge report when each child leaves the resource. Nightly reports containing information regarding occupancy (AWOLs, CIC names, missing persons…). Critical indident reports as they occur;

(b) Any reports or information required for the evaluation of the services provided by Milieu Children & Family Services Inc. which may include a description of the clients who used the Services during the reporting period (by total number, by gender, by age, and any other demographics detailed in Component Schedule E Information Management Plan;

(c) Annual report to be submitted to VACFSS by May 01, 2023 providing an overview of the program outcomes and challenges.

1.2 The reports referred to in section 1.1 will be submitted within 10 business days of the end of the period specified, commencing with the first report for the period ending April 30, 2022. For the purpose of this section a "business day" is any day which is not a Saturday, a Sunday, or a statutory holiday in British Columbia.

1.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 33 of the Agreement, the Contractor will, if the Contractor wishes to negotiate a future agreement, submit to the Delegated Aboriginal Agency, prior to the end of the 3rd quarter of the Term, a Contractor Revenue and Expense Forecast for the duration of the Funding Period in the form attached as Attachment 1.)

ATTACHMENT 1 - CONTRACTOR REVENUE AND EXPENSE FORECAST

Contractor Name/Address: Milieu Children & Family Services Inc 17733 - 66th Ave, Surrey, BC V3S 7X1

Name of Program(s)/Service(s): Fremlin House

Reporting Period (from/to): April 1, 2022 : March 31, 2023

STATEMENT OF REVENUE AND EXPENSES	Previous Year	YTD Actual	Forecast to end of Funding Period	Approved Funding	Variance
REVENUE					
Delegated Aboriginal Agency Regular Payments (monthly)					
Delegated Aboriginal Agency Invoiced Payments					
Other Delegated Aboriginal Agency Payments (specify):					
TOTAL GROSS REVENUE					
Program/Service Expenses					
Total Compensation (wages and benefits)					
Program/Service Child Support Costs					
Program/Services Facilities Costs					
Administration Costs*					
TOTAL GROSS EXPENSES					
TOTAL NET (+/-)					

*See Delegated Aboriginal Agency Contracting Financial Reporting and Management Requirements.

Comments regarding variances:

This report has been prepared from the books and records of the Contractor for the funding period ended ____. I hereby confirm to the best of my knowledge and belief, that the information contained herein, was compiled in accordance with generally accepted accounting principles. There is nothing to my knowledge that has not been disclosed in this report which would affect the accuracy and completeness of the financial information.

Signature Date

Print Name Print Title

VANCOUVER ABORIGINAL CHILD & FAMILY SERVICES SOCIETY

MODIFICATION AGREEMENT

BETWEEN

VANCOUVER ABORIGINAL CHILD AND FAMILY SERVICES SOCIETY (VACFSS), on behalf of the **DIRECTOR designated under section 91 of the CHILD, FAMILY AND COMMUNITY SERVICE ACT**
(a "Director")

AND

MILIEU CHILDREN FAMILY SERVICES INC.
(the "Subcontractor")

Program / Place of Service: Fremlin House
Child In Care: Staffed Specilized Care With 5 Capacity

BACKGROUND

A. The parties entered into an agreement, numbered 84731 ; 13 and dated April 1, 2018 , (the "Agreement").

B. The parties have agreed to modify the Agreement effective **November 29, 2022** .

AGREEMENT

The parties agree as follows:

1. The Agreement end date is: **March 31, 2023**.
2. Additional details:
   - Monthly fixed rate for the service of Staffed Specialized Child Care has been increased to s.16; s.17
   - VACFSS will pay to the Subcontractor an amount not exceeding s.16; s.17 in the aggregate for providing the services during the funding period from November 29, 2022 to March 31, 2023.
3. In all other respects, the Agreement is confirmed.

The parties have agreed to modify the Agreement effective _____ .

SIGNED AND DELIVERED on behalf of Vancouver Aboriginal Child and Family Services Society by its authorized representative:	**SIGNED AND DELIVERED** by or on behalf of the Subcontractor (or by an authorized signatory of the Subcontractor if a Corporation):
Authorized Representative	Subcontractor or Authorized Signatory
Name Nazeem Ratanshi	Name Cynthia Roling
Title Acting Resource Manager	Title Executive Director

Distribution: Copy 1 – Subcontractor Copy 2 – Finance Copy 3 – Resource IRD

SERVICE AGREEMENT
(Residential)

MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT

Ministry of Children and Family Development

Ministry Service Agreement No. 42930;26
S.A.Y. Staffed/Specialized Child Care Resource

The Director designated *under the Child, Family and Community Service Act*

(the "Director", "we", "us", or "our" as applicable) at the following address:

301-224 West Esplanade, North Vancouver, BC V7M 1A4

Fax Number: (604) 987-9258

Email: _____

AND Hollyburn Family Services Ltd

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

104 267 W. Esplanade, North Vancouver, BC V7M 1A5

Fax Number: (604) 926-1134

Email: _____

The term for the Agreement begins on: **October 1, 2019** (Day/Month/Year) and ends on **September 30, 2020** (Day/Month/Year)

THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THE SERVICE AGREEMENT LOCATED ON THE MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT'S WEBSITE, VERSION 1.2 DATED JANUARY 13, 2015, AND AGREE TO BE BOUND BY THE SCHEDULES LISTED BELOW AND ATTACHED TO THIS AGREEMENT AND AGREE THAT REFERENCES TO "THE PROVINCE" IN THE TERMS AND CONDITIONS AND SCHEDULES ARE TO BE READ AS REFERENCES TO THE "DIRECTOR" EXCEPT AS THE CONTEXT OTHERWISE REQUIRES.

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

(collectively, the "Agreement")

SIGNED AND DELIVERED on the 23 day of Oct, 2019 on behalf of the Province by its duly authorized representative

Signature:

Print Name: Diane Livingstone

Position: Director of Operations

SIGNED AND DELIVERED on the 28 day of oct, 2019 or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)

Signature:

Print Name: Alan Kwinter on behalf of

Position: Executive Director

Signature:

Print Name

Position

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

SCHEDULE A – SERVICES

1.1 With the exception of the definition of Caregiver, the definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Agreement.

1.2 It is acknowledged for the purpose of this Agreement, the term:

(a) Guardian means the legal guardian of the child or children.

(b) Director means a person designated by the minister under section 91 of the *Child, Family and Community Service Act* and includes a person delegated to fulfill the powers, duties or functions of a Director pursuant to s. 92 of the *Child, Family and Community Service Act.*

(c) Care Plan means a comprehensive plan of care for a particular child developed and authorized by the Director, that:

(i) identifies specific developmental objectives based on continuous assessments of the child or youth's evolving needs and outcomes of previous decisions and actions;

(ii) continues throughout the child or youth's stay in care and is a living, working document that remains relevant as the child or youth matures and as their circumstances change; and

(iii) identifies the overall goal for the child or youth and includes assessments and actions across several domains including; placement, health, education, identity, family and social relationships, social presentation, emotional and behavioural development and self-care skills.

(d) Program Standards means any provincial standards relating to performance of particular Services as may be created and changed from time to time.

(e) Care Setting means Care Setting as described in section 1.4(b) of this schedule.

(f) Caregiver means an individual employed or retained by the Contractor to provide care for and supervision of a child residing in a Care Setting.

Desired Outcomes

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

(a) Improve positive social connection to family, adults, peers and community
(b) Increase attendance in school/work/training/appropriate activities
(c) Improve self-care skills and life skills
(d) Decrease the magnitude and frequency of acting out behaviours
(e) Increase the youth's ability to manage and control their own behaviours
(f) Youths' will successful transition from the S.A.Y. Staffed/Specialized Child Care Resource to a less structures and/or supervised resource or to their family care home.
(g) Placement stability will increase.

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

Service Deliverables

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

(a) Residential Services to one or more children in care are looked after under sections 25, 26 or 27 of the *Child, Family and Community Service Act.*

(b) The Contractor will provide accommodation and associated supervision for up to the specified number of children, at the following Care Setting or Care Settings:

Type of Service	Care Setting	No. of Children
Staffed/Specialized Child Care	1598 Bond St North Vancouver, BC V7J 1E7	4

(c) The child/children to be cared for in the Care Setting can be described as:

- **SAY is a four bed staffed group home for youth ages 10 to 18 years old, who are in need of short term care as alternative to their family home or another care setting.**
- **Youth may present extremely challenging behaviour, lack of developmental progress**
- **Youth who are in need of assessment and stabilization**
- **Youth who regularly behave in a manner which represents an extreme degree of risk to self, others, and/or property.**

(d) The Service to be provided to the child/children in the Care Setting is:

- **4 bed, licensed Staffed/Specialized Child are Resource providing 1460 bed days per year.**
- **Two staff on shift at all times, one of who is working an 8 hour shift and one 24 hour/day, 7 days/week shift (168hours/week) total of 336 hours/week direct staffing.**
- **One house manager at 40hours/week.**
- **Clinical Manager/Program Manager at 15hours/week.**
- **Psychologist to provide direct support to youth and support to staff which is billable up to $1213.33/month - $140/hour @ 8.67 hrs/month.** +10% admin N.V.
- **Clinical practice consultation for each staff, including orientation and appraisal from an experience and qualified member/supervisor of the pertinent discipline.**
- **Ensuring ongoing training opportunities for all staff.**
- **Preventing the spread of infectious diseases through the practice of universal safety precautions at all times by staff.**
- **Organizing and management of regularly scheduled case conference sand Integrated Case Management (ICM) meetings for the children in care. The first ICM will be held within 20 days of the youth's admission to the care setting**
- **Programs to meet the youths' specific treatment need are to be developed within the home, as well as following the goals outlined in each youth's Care Plan.**
- **The staff will assist the youth and the family on the goal of transitioning back into the family or transitioning to a family care home model.**
- **Receive referrals for Placement Monday to Friday between 8:30am and 5:30pm and be able to accept youth(s) into the care setting on the same day the referral is made between 12Noon to 6pm, as agreed between the Director of Hollyburn and the Province.**

General

The contractor will provide all necessary components for delivery of the programs delineated below, including sufficient qualified program staff, administrative support, premises, materials and equipment. The Province will appoint ministry liaison officer(s) for the Contractors Residential Program. The parties agree to meet during the Funding Period to review the Service Deliverables and any other issues of mutual concern, including the following:

- **Program elements and mandate**
- **Access Criteria**
- **Intake and referral process**
- **Number of clients to be served**
- **Wait-list management**
- **Program liaison**
- **Orientation**
- **8 hour shift model**
- **Psychological service to youth**

(e) In relation to the Care Plan, the Contractor agrees to:

(i) participate in the development of the Care Plan for each child placed in the Care Setting when requested by the Director;

(ii) implement those parts of the child's Care Plan related to the child's residential placement including the child's safety and well-being in association with the residential placement; and

(iii) measure achievement of goals related to the child's residential placement, as stated in each child's Care Plan.

(f) The Contractor will provide services in accordance with the rights of children in care as required by section 29 of the Agreement.

(g) The Contractor agrees to cooperate with:

(i) any valid custody or access orders or agreements relating to the child as permitted or instructed by the Director; and

(ii) the parent(s)/Guardian of the child, when specified in the Care Plan or as permitted or instructed by the Director.

(h) The Contractor agrees to support and encourage the child's relationship with their parent(s), sibling(s), extended family and/or Guardian, according to the Care Plan for the child.

(i) Critical incidents must be reported:

(i) immediately when they occur to the Director, family where appropriate or emergency and after-hours telephone line; and

(ii) in writing the next business day to the Director and the contract Resource Social Worker.

(j) The Contractor will provide the Director full information and particulars concerning a child upon request of the Director.

(k) The Contractor will ensure all information, statements and documents submitted to the Director in connection with the Schedules are true and correct.

(l) The Contractor will provide timely access to the child by:

(i) the Director; and

(ii) those persons authorized by the Director.

(m) The Contractor will not permit the child to leave the province of British Columbia without the written permission of the Director.

(n) The Contractor will remain actively engaged in the Care Setting's community to support and maintain good relationships with the neighbours.

(o) The Contractor will notify the Director immediately of any complaints received by the public in relation to the Care Setting.

(p) The performance of the Agreement during its Term will be monitored in accordance with the Ministry of Children and Family Development Caregiver Support Services Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services.

(q) The Director may from time to time, in writing or verbally, give reasonable instructions to the Contractor as to the performance of Services. The Contractor must comply with those instructions.

(r) If the Contractor is unable to meet their obligations for the care of one or more children under this Agreement, the Contractor must immediately notify the Director and the Director may, whether or not a notice has been received pursuant to Section 47 of the Agreement:

(i) move the child to an alternate placement;

(ii) take steps pursuant to Section 45 of the Agreement; and

(iii) terminate pursuant to Section 50 of the Agreement.

Policies and Standards

1.5 The Contractor must comply with all applicable policies and Program Standards including:

(a) Assessment and Approval of Caregivers by Contracted Agencies

(b) Criminal Record Check Procedures for Contracted Agencies

(c) Caregiver Support Service Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services

(d) Investigations of Contracted Agencies

(e) Standards for Staffed Children's Residential Services

(f) Standards for Foster Home, as required

(g) Accreditation Standards, if applicable

1.6 The Director must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in material change to the Services will require renegotiation of the Schedule(s) relating to the Services affected.

Rights and obligations of the Director

1.7 The Director will make available to the Contractor all information in the Director's custody which the Director reasonably considers to be required by the Contractor to perform the Services. In particular, the Director will make available to the Contractor all information which may be relevant to the safety and well being of a child and a Caregiver.

1.8 The Director may, at any time, in his or her sole discretion, retake care of a child who is receiving Services.

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

1.1 Subject to the provisions of this 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.

Payment

2.1 Subject to paragraph 1.1, the Province will make payments to the Contractor in the following amounts and manner:

(a) The Contractor will receive the payments described below during the term of the Agreement. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.

(b) The fixed monthly rate and per diem rate shall be in accordance with current provincial policy as updated from time to time. No modification of this Agreement is required in the event of a change in the fixed rates in policy. It is understood that any subsequent changes to the provincial fixed monthly and per diem applicable to this Agreement will result in an automatic adjustment to the aggregate amount of this Agreement from the date the change in policy takes effect. The Director will inform the Contractor of any changes in fixed rates.

(c) For the following Services the fixed monthly rate and the per diem rate shall remain as listed below for the Term of the Agreement.

Services	Capacity	Fixed Monthly	Per Diem Monthly	Total Payment
Staffed/Specialized Child Care	4	s.16; s.17		s.16; s.17
Total:				

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

1. The following persons, groups of persons, or organizations, are specified as subcontractors under section 12 of the Agreement:

{List subcontractors, if any, or type "not applicable"}

_____

_____

_____

_____

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 authorizes any of the following persons, (identified by name and/or position) to act for you in relation to this Agreement:

(i)

1.2 The Ministry authorizes any of the following persons (identify by position) to act for us in relation to this Agreement:

(i) Resource Social Worker

(ii)

Conflict Resolution Officials

2.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Resource Worker	Program Manager
Stage Two:	Resource Team Leader	Family Services Coordinator
Stage Three:	Director of Operations	Executive Director

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

Purpose

The purpose of this Schedule is to:

(a) enable the Province to comply with the Province's obligations with respect to:
  (i) creation, maintenance, retention and final disposition of the Province's Records, and
  (ii) protection of Personal Information collected under this Agreement and pursuant to *FOIPPA* and the *Child, Family and Community Service Act.*

(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 under *FOIPPA* 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 collected or created under this Agreement.

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"** has the same meaning as in FOIPPA;
  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) **"Privacy Training"** means the Province's online privacy and information sharing training course;
  h) **"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.

PRIVACY PROTECTION

Collection of Personal Information

2. 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.

3. The Contractor must collect Personal Information directly from the individual the information is about, unless the indirect collection is authorized under section 27 of FOIPPA.

4. Where the Contractor collects Personal Information from an individual the information is about the Contractor must tell the individual:

   (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

5. 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

6. 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

7. 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.

8. When issuing a written direction under section 7 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 9 of this Schedule.

9. Within 5 business days of correcting or annotating any Personal Information under section 7 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.

10. 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

11. 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

12. 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

13. 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.

14. If the Contractor receives any information which would identify a young person to whom it relates as a young person dealt with under the *Youth Criminal Justice Act*, the Contractor must:

    a. keep the information separate from any other record of the young person to whom the information relates;

    b. ensure that no other person has access to the information; and

    c. destroy the information when the information is no longer required for the purpose for which it was disclosed.

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. The Contractor must not disclose Personal Information relating to a child who receives or received Services under this Agreement, or that child's family, except to the Director or a person designated by the Director unless compelled to do so pursuant to court rules, a court order or subpoena. Despite this general prohibition against disclosure, the Contractor may disclose Personal Information relating to the child or the child's family, on a strictly need to know basis, to persons who are involved with supervising, teaching or caring for the child.

17. The Contractor must not disclose any information which would identify a young person to whom it relates as a young person dealt with under the *Youth Criminal Justice Act* unless the disclosure is to another person engaged in the supervision or care of the young person and the disclosure is necessary:

    a. to ensure compliance with an order of the youth justice court;

    b. to ensure the safety of staff, students or other persons; or

    c. to facilitate the rehabilitation of the young person.

18. The Contractor may only disclose Personal Information outside Canada if authorized under section 33.1 of FOIPPA.

19. The Contractor may only disclose Personal Information, whether inside or outside of Canada, to any person other than the Province if the disclosure is for the performance of the Contractors obligations, or the exercise of the Contractor's rights, under the Agreement.

SECURITY

Services Worker confidentiality agreements

20. The Contractor must immediately provide notice to the Director of any suspected information incident that threatens privacy or information security.

21. 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

22. 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

23. 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

24. 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.

25. 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

26. 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.

27. For the purposes of section 26 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

28. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 23 and 24 of this Schedule.

Retention of Information

29. With the exception of information that the Contractor must destroy in accordance with section 13 of this Schedule, the Contractor must retain all Province Records until directed by the Province in writing to dispose of them or to deliver them as specified in the direction.

Secure Storage

30. Until disposed of or delivered in accordance with section 13, the Contractor must securely store records that contain Personal Information while in the Contractor's custody.

GENERAL

Privacy Training

31. 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

32. 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 personal 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*.

33. 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

34. The Contractor must, in relation to the Personal Information, comply with:

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

(b) section 75 of the *Child, Family and Community Service Act*; and

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

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

36. 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 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.

37. If the Province conducts a review of a matter described in section 32 or 33 of this Schedule (whether or not the matter came to the attention of the Province as a result of a notification under section 32 or 33 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

38. 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.

39. 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.

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

41. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 42 of this Schedule, the law of any jurisdiction outside Canada.

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

SCHEDULE F – APPENDIX F1 – SECURITY SCREENING REQUIREMENTS

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

Verification of name, date of birth and address

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

Primary Identification	Secondary Identification
Issued by ICBC: • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card **Issued by provincial or territorial government:** • Canadian birth certificate **Issued by Government of Canada:** • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record	• 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

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

{Specify property, if any, or type "not applicable"}

_____

_____

_____

_____

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

{Specify property, if any, or type "not applicable"}

_____

_____

_____

_____

SCHEDULE H – ADDITIONAL TERMS

Termination

Notwithstanding section 47(b) of the Terms and Conditions of the Services Agreement, the termination notice period for this agreement is 30 days.

Criminal Record Check

Despite sections 18-20 of the Terms and Conditions of the Service Agreement, terms set out below apply respecting criminal record checks and supersede sections 18 – 20 of the Terms and Conditions:

1. In accordance with the *Criminal Records Review Act*, the Contractor must ensure that the Contractor, the Contractors' employees and subcontractors undergo a criminal record check or a criminal record check verification when required in circumstances where the Contractor, the employee or subcontractor works with children as defined in the *Criminal Records Review Act*.

2. In addition to any criminal record checks or criminal records check verifications required under the *Criminal Records Review Act*, the Contractor must ensure that the Contractor and all employees, subcontractors and volunteers who have, or potentially have, unsupervised access to children or their records undergo a criminal record check that is satisfactory to the Province and that those individuals do not have unsupervised access to children or their records until the results of the criminal record check indicate no risk to children.

3. In addition to any criminal record checks or criminal record check verifications that are required by sections 1 and 2 of this Schedule, the Contractor must ensure that every person 18 years or older who resides or spends significant time in the home or place where the services are provided or are to be provided, and who has or will have significant and unsupervised access to children in that home or place, undergoes a criminal record check that is satisfactory to the Province.

4. If any of the individuals referred to in sections 2 or 3 of this Schedule moved to British Columbia within the last 10 years, the Contractor must make all reasonable efforts to obtain a verified criminal record check from the jurisdiction in which he or she was previously resident.

5. The Contractor must ensure that criminal record checks required by sections 2 and 3 of this Schedule are undertaken every 3 to 5 years as required by the Province.

6. Upon written request, the Contractor must provide the Province written confirmation that:
   (a) criminal record checks have been initiated as required by the *Criminal Records Review Act*;
   (b) criminal record checks referred to in section 2, 3, and 4, as applicable, were completed prior to work beginning or prior to unsupervised access to children or their records;
   (c) the Contractor has acted in accordance with any instructions from the Province and in accordance with the *Criminal Records Review Act*; and
   (d) all other related procedures have been followed.

Negligence Waiver

1. If the Contractor is providing Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Services.

SCHEDULE I – REPORTING REQUIREMENTS

1.1 The Contractor will submit Monthly reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Services. The required content of these reports may include, but is not limited to, the following information:

1. the quantity of services (by # of hours, # of sessions, etc.) and any variance from expected and contracted deliverables,
2. Specify other reporting information as necessary in relation to the type of service provided)

- **Providing written weekly updates for the youth in care.**
- **Provide monthly reports/assessment for the youth in care.**
- **Provide a monthly schedule of the youth's activities, due by the end of the first week of the month.**
- **Provide a monthly staffing schedule with the names of the staff members, due by the end of the first week of the month, for the month prior.**
- **Provide annually the signed off safety plan for the youth in the home, if appropriate.**
- **Provide annually the behavioural support plan for the youth in the home, if appropriate.**

1.2 The reports referred to in section 1.1 will be submitted within 10 business days of the end of the period specified, commencing with the first report for the period ending October 31, 2019. For the purpose of this section a "business day" is any day which is not a Saturday, a Sunday, or a statutory holiday in British Columbia.

1.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 33 of the Agreement, the Contractor will, if the Contractor wishes to negotiate a future agreement, submit to the Province, prior to the end of the 3rd quarter of the Term, a Contractor Revenue and Expense Forecast for the duration of the Funding Period in the form attached as Attachment 1.)

ATTACHMENT 1 - CONTRACTOR REVENUE AND EXPENSE FORECAST

Contractor Name/Address: Hollyburn Family Services Ltd 104 267 W. Esplanade, North Vancouver, BC V7M 1A5

Name of Program(s)/Service(s): S.A.Y. Staffed/Specialized Child Care Resource

Reporting Period (from/to): October 1, 2019 : September 30, 2020

STATEMENT OF REVENUE AND EXPENSES	Previous Year	YTD Actual	Forecast to end of Funding Period	Approved Funding	Variance
REVENUE					
MCFD Regular Payments (monthly)					
MCFD Invoiced Payments					
Other MCFD Payments (specify):					
TOTAL GROSS REVENUE					
Program/Service Expenses					
Total Compensation (wages and benefits)					
Program/Service Child Support Costs					
Program/Services Facilities Costs					
Administration Costs*					
TOTAL GROSS EXPENSES					
TOTAL NET (+/-)					

*See MCFD Contracting Financial Reporting and Management Requirements.

Comments regarding variances:

This report has been prepared from the books and records of the Contractor for the funding period ended____. I hereby confirm to the best of my knowledge and belief, that the information contained herein, was compiled in accordance with generally accepted accounting principles. There is nothing to my knowledge that has not been disclosed in this report which would affect the accuracy and completeness of the financial information.

Signature Date

Print Name Print Title

SERVICE AGREEMENT
(Residential)

MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT

Ministry of Children and Family Development

Ministry Service Agreement No. 42930;28
S.A.Y. Staffed/Specialized Child Care Resource

The Director designated *under the Child, Family and Community Service Act*

(the "Director", "we", "us", or "our" as applicable) at the following address:

301-224 West Esplanade, North Vancouver, BC V7M 1A4

Fax Number: (604) 987-9258

Email: _____

AND Hollyburn Family Services Ltd

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

104 267 W. Esplanade, North Vancouver, BC V7M 1A5

Fax Number: (604) 926-1134

Email: _____

The term for the Agreement begins on: **October 1, 2020** (Day/Month/Year) and ends on **November 30, 2020** (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 AND AGREE THAT REFERENCES TO "THE PROVINCE" IN THE TERMS AND CONDITIONS AND SCHEDULES ARE TO BE READ AS REFERENCES TO THE "DIRECTOR" EXCEPT AS THE CONTEXT OTHERWISE REQUIRES.

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

(collectively, the "Agreement")

SIGNED AND DELIVERED on the 26 day of Oct, 2020 on behalf of the Province by its duly authorized representative

Signature: [signature]

Print Name: Michelle Godin

Position: Director of Operations

SIGNED AND DELIVERED on the 23 day of October, 2020 or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)

Signature: [signature]

Print Name: Alan Kwinter

Position: Executive Director

Signature:

Print Name

Position

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

SCHEDULE A – SERVICES

1.1 With the exception of the definition of Caregiver, the definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Agreement.

1.2 It is acknowledged for the purpose of this Agreement, the term:

(a) Guardian means the legal guardian of the child or children.

(b) Director means a person designated by the minister under section 91 of the *Child, Family and Community Service Act* and includes a person delegated to fulfill the powers, duties or functions of a Director pursuant to s. 92 of the *Child, Family and Community Service Act.*

(c) Care Plan means a comprehensive plan of care for a particular child developed and authorized by the Director, that:

(i) identifies specific developmental objectives based on continuous assessments of the child or youth's evolving needs and outcomes of previous decisions and actions;

(ii) continues throughout the child or youth's stay in care and is a living, working document that remains relevant as the child or youth matures and as their circumstances change; and

(iii) identifies the overall goal for the child or youth and includes assessments and actions across several domains including; placement, health, education, identity, family and social relationships, social presentation, emotional and behavioural development and self-care skills.

(d) Program Standards means any provincial standards relating to performance of particular Services as may be created and changed from time to time.

(e) Care Setting means Care Setting as described in section 1.4(b) of this schedule.

(f) Caregiver means an individual employed or retained by the Contractor to provide care for and supervision of a child residing in a Care Setting.

Desired Outcomes

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

- Improve positive social connection to family, adults, peers and community
- Increase attendance in school/work/training/appropriate activities
- Improve self-care skills and life skills
- Decrease the magnitude and frequency of acting out behaviours
- Increase the youth's ability to manage and control their own behaviours
- Youths' will successful transition from the S.A.Y. Staffed/Specialized Child Care Resource to a less structures and/or supervised resource or to their family care home.
- Placement stability will increase.

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

Service Deliverables

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

(a) The Contractor will provide accommodation and associated supervision for up to the specified number of children, at the following Care Setting or Care Settings:

Type of Service	Care Setting	No. of Children
Staffed/Specialized Child Care	1598 Bond St North Vancouver, BC V7J 1E7	4

(b) The child/children to be cared for in the Care Setting can be described as:

- SAY is a four bed staffed group home for youth ages 10 to 18 years old, who are in need of short term care as alternative to their family home or another care setting.
- Youth may present extremely challenging behaviour, lack of developmental progress
- Youth who are in need of assessment and stabilization
- Youth who regularly behave in a manner which represents an extreme degree of risk to self, others, and/or property.

(c) The Service to be provided to the child/children in the Care Setting is:

- 4 bed, licensed Staffed/Specialized Child are Resource providing 1460 bed days per year.
- Two staff on shift at all times, one of who is working an 8 hour shift and one 24 hour/day, 7 days/week shift (168hours/week) total of 336 hours/week direct staffing.
- One house manager at 40hours/week.
- Clinical Manager/Program Manager at 15hours/week.
- Psychologist to provide direct support to youth and support to staff which is billable up to $1213.33/month - $140/hour @ 8.67 hrs/month.
- Clinical practice consultation for each staff, including orientation and appraisal from an experience and qualified member/supervisor of the pertinent discipline.
- Ensuring ongoing training opportunities for all staff.
- Preventing the spread of infectious diseases through the practice of universal safety precautions at all times by staff.
- Organizing and management of regularly scheduled case conference sand Integrated Case Management (ICM) meetings for the children in care. The first ICM will be held within 20 days of the youth's admission to the care setting
- Programs to meet the youths' specific treatment need are to be developed within the home, as well as following the goals outlined in each youth's Care Plan.
- The staff will assist the youth and the family on the goal of transitioning back into the family or transitioning to a family care home model.
- Receive referrals for Placement Monday to Friday between 8:30am and 5:30pm and be able to accept youth(s) into the care setting on the same day the referral is made between 12Noon to 6pm, as agreed between the Director of Hollyburn and the Province.

General

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

The Province will appoint ministry liaison officer(s) for the Contractors Residential Program. The parties agree to meet during the Funding Period to review the Service Deliverables and any other issues of mutual concern, including the following:

- Program elements and mandate
- Access Criteria
- Intake and referral process
- Number of clients to be served
- Wait-list management
- Program liaison
- Orientation
- 8 hour shift model
- Psychological service to youth

(d) In relation to the Care Plan, the Contractor agrees to:

(i) participate in the development of the Care Plan for each child placed in the Care Setting when requested by the Director;

(ii) implement those parts of the child's Care Plan related to the child's residential placement including the child's safety and well-being in association with the residential placement; and

(iii) measure achievement of goals related to the child's residential placement, as stated in each child's Care Plan.

(e) The Contractor agrees to cooperate with:

(i) any valid custody or access orders or agreements relating to the child as permitted or instructed by the Director; and

(ii) the parent(s)/Guardian of the child, when specified in the Care Plan or as permitted or instructed by the Director.

(f) The Contractor agrees to support and encourage the child's relationship with their parent(s), sibling(s), extended family and/or Guardian and Indigenous community if applicable, according to the Care Plan for the child.

(g) Critical incidents must be reported:

(i) immediately when they occur to the Director, family where appropriate or emergency and after-hours telephone line; and

(ii) in writing the next business day to the Director and the contract Resource Social Worker.

(h) The Contractor will provide the Director full information and particulars concerning a child upon request of the Director.

(i) The Contractor will ensure all information, statements and documents submitted to the Director in connection with the Schedules are true and correct.

(j) The Contractor will provide timely access to the child by:

(i) the Director; and

(ii) those persons authorized by the Director.

(k) The Contractor will not permit the child to leave the province of British Columbia without the written permission of the Director.

(l) The Contractor will remain actively engaged in the Care Setting's community to support and maintain good relationships with the neighbours.

(m) The Contractor will notify the Director immediately of any complaints received by the public in relation to the Care Setting.

(n) The performance of the Agreement during its Term will be monitored in accordance with the Ministry of Children and Family Development Caregiver Support Services Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services.

(o) The Director may from time to time, in writing or verbally, give reasonable instructions to the Contractor as to the performance of Services. The Contractor must comply with those instructions.

(p) If the Contractor is unable to meet their obligations for the care of one or more children under this Agreement, the Contractor must immediately notify the Director

Policies and Standards

1.5 The Contractor must comply with all applicable policies and Program Standards including:

(a) Assessment and Approval of Caregivers by Contracted Agencies

(b) Criminal Record Check Procedures for Contracted Agencies

(c) Caregiver Support Service Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services

(d) Investigations of Contracted Agencies

(e) Standards for Staffed Children's Residential Services

(f) Standards for Foster Home, as required

(g) Accreditation Standards, if applicable

1.6 The Director must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in material change to the Services will require renegotiation of the Schedule(s) relating to the Services affected.

Rights and obligations of the Director

1.7 The Director will make available to the Contractor all information in the Director's custody which the Director reasonably considers to be required by the Contractor to perform the Services. In particular, the Director will make available to the Contractor all information which may be relevant to the safety and well being of a child and a Caregiver.

1.8 The Director may, at any time, in his or her sole discretion, retake care of a child who is receiving Services.

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

1.1 Subject to the provisions of this 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.

Payment

2.1 Subject to paragraph 1.1, the Province will make payments to the Contractor in the following amounts and manner:

(a) The Contractor will receive the payments described below during the term of the Agreement. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.

(b) The fixed monthly rate and per diem rate shall be in accordance with current provincial policy as updated from time to time. No modification of this Agreement is required in the event of a change in the fixed rates in policy. It is understood that any subsequent changes to the provincial fixed monthly and per diem applicable to this Agreement will result in an automatic adjustment to the aggregate amount of this Agreement from the date the change in policy takes effect. The Director will inform the Contractor of any changes in fixed rates.

(c) For the following Services the fixed monthly rate and the per diem rate shall remain as listed below for the Term of the Agreement.

Services	Capacity	Fixed Monthly	Per Diem Monthly	Total Payment
Staffed/Specialized Child Care	4	s.16; s.17		s.16; s.17
Total:				

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

1. The following persons, groups of persons, or organizations, are specified as subcontractors under section 12 of the Agreement:

N/A

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 authorizes any of the following persons, (identified by name and/or position) to act for you in relation to this Agreement:

(i)

1.2 The Ministry authorizes any of the following persons (identify by position) to act for us in relation to this Agreement:

(i) Resource Social Worker

(ii)

Conflict Resolution Officials

2.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director of Operations	Program Manager
Stage Two:	Executive Director of Service	Director of Youth Program
Stage Three:	Assistant Deputy Minister	Chief Executive Officer

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* and the *Child, Family and Community Service Act*.

(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 under *FOIPPA* 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 collected or created under this Agreement.

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"** has the same meaning as in FOIPPA;
  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) **"Privacy Training"** means the Province's online privacy and information sharing training course;
  h) **"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.

PRIVACY PROTECTION

Collection of Personal Information

2. 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.

3. The Contractor must collect Personal Information directly from the individual the information is about, unless the indirect collection is authorized under section 27 of FOIPPA.

4. Where the Contractor collects Personal Information from an individual the information is about the Contractor must tell the individual:

   (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

5. 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

6. 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

7. 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.

8. When issuing a written direction under section 7 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 9 of this Schedule.

9. Within 5 business days of correcting or annotating any Personal Information under section 7 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.

10. 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

11. 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

12. 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

13. 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.

14. If the Contractor receives any information which would identify a young person to whom it relates as a young person dealt with under the *Youth Criminal Justice Act*, the Contractor must:

   a. keep the information separate from any other record of the young person to whom the information relates;

   b. ensure that no other person has access to the information; and

   c. destroy the information when the information is no longer required for the purpose for which it was disclosed.

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. The Contractor must not disclose Personal Information relating to a child who receives or received Services under this Agreement, or that child's family, except to the Director or a person designated by the Director unless compelled to do so pursuant to court rules, a court order or subpoena. Despite this general prohibition against disclosure, the Contractor may disclose Personal Information relating to the child or the child's family, on a strictly need to know basis, to persons who are involved with supervising, teaching or caring for the child.

17. The Contractor must not disclose any information which would identify a young person to whom it relates as a young person dealt with under the *Youth Criminal Justice Act* unless the disclosure is to another person engaged in the supervision or care of the young person and the disclosure is necessary:

    a. to ensure compliance with an order of the youth justice court;

    b. to ensure the safety of staff, students or other persons; or

    c. to facilitate the rehabilitation of the young person.

18. The Contractor may only disclose Personal Information outside Canada if authorized under section 33.1 of FOIPPA.

19. The Contractor may only disclose Personal Information, whether inside or outside of Canada, to any person other than the Province if the disclosure is for the performance of the Contractors obligations, or the exercise of the Contractor's rights, under the Agreement.

SECURITY

Services Worker confidentiality agreements

20. The Contractor must immediately provide notice to the Director of any suspected information incident that threatens privacy or information security.

21. 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

22. 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

23. 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

24. 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.

25. 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

26. 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.

27. For the purposes of section 26 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

28. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 23 and 24 of this Schedule.

Retention of Information

29. With the exception of information that the Contractor must destroy in accordance with section 13 of this Schedule, the Contractor must retain all Province Records until directed by the Province in writing to dispose of them or to deliver them as specified in the direction.

Secure Storage

30. Until disposed of or delivered in accordance with section 13, the Contractor must securely store records that contain Personal Information while in the Contractor's custody.

GENERAL

Privacy Training

31. 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

32. 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 personal 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*.

33. 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

34. The Contractor must, in relation to the Personal Information, comply with:

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

(b) section 75 of the *Child, Family and Community Service Act*; and

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

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

36. 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 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.

37. If the Province conducts a review of a matter described in section 32 or 33 of this Schedule (whether or not the matter came to the attention of the Province as a result of a notification under section 32 or 33 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

38. 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.

39. 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.

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

41. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 42 of this Schedule, the law of any jurisdiction outside Canada.

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

SCHEDULE F – APPENDIX F1 – SECURITY SCREENING REQUIREMENTS

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

Verification of name, date of birth and address

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

Primary Identification	Secondary Identification
Issued by ICBC: • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card **Issued by provincial or territorial government:** • Canadian birth certificate **Issued by Government of Canada:** • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record	• 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

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

   N/A

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

   N/A

SCHEDULE H – ADDITIONAL TERMS

Termination

Notwithstanding section 48(b) of the Terms and Conditions of the Services Agreement, the termination notice period for this agreement is 30 days.

Criminal Record Check

Despite sections 18-20 of the Terms and Conditions of the Service Agreement, terms set out below apply respecting criminal record checks and supersede sections 18 – 20 of the Terms and Conditions:

1. In accordance with the *Criminal Records Review Act*, the Contractor must ensure that the Contractor, the Contractors' employees and subcontractors undergo a criminal record check or a criminal record check verification when required in circumstances where the Contractor, the employee or subcontractor works with children as defined in the *Criminal Records Review Act*.

2. In addition to any criminal record checks or criminal records check verifications required under the *Criminal Records Review Act*, the Contractor must ensure that the Contractor and all employees, subcontractors and volunteers who have, or potentially have, unsupervised access to children or their records undergo a criminal record check that is satisfactory to the Province and that those individuals do not have unsupervised access to children or their records until the results of the criminal record check indicate no risk to children.

3. In addition to any criminal record checks or criminal record check verifications that are required by sections 1 and 2 of this Schedule, the Contractor must ensure that every person 18 years or older who resides or spends significant time in the home or place where the services are provided or are to be provided, and who has or will have significant and unsupervised access to children in that home or place, undergoes a criminal record check that is satisfactory to the Province.

4. If any of the individuals referred to in sections 2 or 3 of this Schedule moved to British Columbia within the last 10 years, the Contractor must make all reasonable efforts to obtain a verified criminal record check from the jurisdiction in which he or she was previously resident.

5. The Contractor must ensure that criminal record checks required by sections 2 and 3 of this Schedule are undertaken every 3 to 5 years as required by the Province.

6. Upon written request, the Contractor must provide the Province written confirmation that:
   (a) criminal record checks have been initiated as required by the *Criminal Records Review Act*;
   (b) criminal record checks referred to in section 2, 3, and 4, as applicable, were completed prior to work beginning or prior to unsupervised access to children or their records;
   (c) the Contractor has acted in accordance with any instructions from the Province and in accordance with the *Criminal Records Review Act*; and
   (d) all other related procedures have been followed.

Negligence Waiver

1. If the Contractor is providing Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Services.

SCHEDULE I – REPORTING REQUIREMENTS

1.1 The Contractor will submit Monthly reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Services. The required content of these reports may include, but is not limited to, the following information:

1. the quantity of services (by # of hours, # of sessions, etc.) and any variance from expected and contracted deliverables,
2. Specify other reporting information as necessary in relation to the type of service provided)

- Providing written weekly updates for the youth in care.
- Provide monthly reports/assessment for the youth in care.
- Provide a monthly schedule of the youth's activities, due by the end of the first week of the month.
- Provide a monthly staffing schedule with the names of the staff members, due by the end of the first week of the month, for the month prior.
- Provide annually the signed off safety plan for the youth in the home, if appropriate.
- Provide annually the behavioural support plan for the youth in the home, if appropriate.

1.2 The reports referred to in section 1.1 will be submitted within 10 business days of the end of the period specified, commencing with the first report for the period ending November 15, 2020. For the purpose of this section a "business day" is any day which is not a Saturday, a Sunday, or a statutory holiday in British Columbia.

1.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 34 of the Agreement, the Contractor will, if the Contractor wishes to negotiate a future agreement, submit to the Province, prior to the end of the 3rd quarter of the Term, a Contractor Revenue and Expense Forecast for the duration of the Funding Period in the form attached as Attachment 1.)

ATTACHMENT 1 - CONTRACTOR REVENUE AND EXPENSE FORECAST

Contractor Name/Address: Hollyburn Family Services Ltd 104 267 W. Esplanade, North Vancouver, BC V7M 1A5

Name of Program(s)/Service(s): S.A.Y. Staffed/Specialized Child Care Resource

Reporting Period (from/to): October 1, 2020 : November 30, 2020

STATEMENT OF REVENUE AND EXPENSES	Previous Year	YTD Actual	Forecast to end of Funding Period	Approved Funding	Variance
REVENUE					
MCFD Regular Payments (monthly)					
MCFD Invoiced Payments					
Other MCFD Payments (specify):					
TOTAL GROSS REVENUE					
Program/Service Expenses					
Total Compensation (wages and benefits)					
Program/Service Child Support Costs					
Program/Services Facilities Costs					
Administration Costs*					
TOTAL GROSS EXPENSES					
TOTAL NET (+/-)					

*See MCFD Contracting Financial Reporting and Management Requirements.

Comments regarding variances:

This report has been prepared from the books and records of the Contractor for the funding period ended____. I hereby confirm to the best of my knowledge and belief, that the information contained herein, was compiled in accordance with generally accepted accounting principles. There is nothing to my knowledge that has not been disclosed in this report which would affect the accuracy and completeness of the financial information.

Signature Date

Print Name Print Title

SERVICE AGREEMENT
(Residential)

MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT

Ministry of Children
and Family Development

Ministry Service Agreement No. 42930;33
S.A.Y. Staffed/Specialized Child Care Resource

The Director designated *under the Child, Family and Community Service Act*

(the "Director", "we", "us", or "our" as applicable) at the following address:

301-224 West Esplanade, North Vancouver, BC V7M 1A4

Fax Number: (604) 987-9258

Email: _____

AND Hollyburn Family Services Ltd

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

104 267 W. Esplanade, North Vancouver, BC V7M 1A5

Fax Number: (604) 926-1134

Email: _____

The term for the Agreement begins on: **October 1, 2021** (Day/Month/Year) and ends on **November 30, 2021** (Day/Month/Year)

THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THE SERVICE AGREEMENT LOCATED ON THE MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT'S WEBSITE, VERSION 1.3 DATED FEBRUARY 10, 2020, AND AGREE TO BE BOUND BY THE SCHEDULES LISTED BELOW AND ATTACHED TO THIS AGREEMENT AND AGREE THAT REFERENCES TO "THE PROVINCE" IN THE TERMS AND CONDITIONS AND SCHEDULES ARE TO BE READ AS REFERENCES TO THE "DIRECTOR" EXCEPT AS THE CONTEXT OTHERWISE REQUIRES.

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

(collectively, the "Agreement")

SIGNED AND DELIVERED on the ____ day of _____, _____ on behalf of the Province by its duly authorized representative

Signature: [signature]

Print Name: Michelle Godin

Position: Director of Operations

[signature]

SIGNED AND DELIVERED on the 30 day of SEPTEMBER 2021 or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)

Signature: [signature]

Print Name: Alan Kwinter

Position: Executive Director

Signature: _____

Print Name _____

Position _____

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

SCHEDULE A – SERVICES

1.1 With the exception of the definition of Caregiver, the definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Agreement.

1.2 It is acknowledged for the purpose of this Agreement, the term:

(a) Guardian means the legal guardian of the child or children.

(b) Director means a person designated by the minister under section 91 of the *Child, Family and Community Service Act* and includes a person delegated to fulfill the powers, duties or functions of a Director pursuant to s. 92 of the *Child, Family and Community Service Act*.

(c) Care Plan means a comprehensive plan of care for a particular child developed and authorized by the Director, that:

(i) identifies specific developmental objectives based on continuous assessments of the child or youth's evolving needs and outcomes of previous decisions and actions;

(ii) continues throughout the child or youth's stay in care and is a living, working document that remains relevant as the child or youth matures and as their circumstances change; and

(iii) identifies the overall goal for the child or youth and includes assessments and actions across several domains including; placement, health, education, identity, family and social relationships, social presentation, emotional and behavioural development and self-care skills.

(d) Program Standards means any provincial standards relating to performance of particular Services as may be created and changed from time to time.

(e) Care Setting means Care Setting as described in section 1.4(b) of this schedule.

(f) Caregiver means an individual employed or retained by the Contractor to provide care for and supervision of a child residing in a Care Setting.

Desired Outcomes

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

- **Emotional health is maintained or increases.**
- **Frequency of high risk behaviours and absences are reduced.**
- **Attendance at school, vocational , work, day program or volunteer activity is established or increases**
- **Relationship with family/community is developed, maintained or improves**
- **Socialization and peer relationships improve**
- **Youth is stabilized**
- **Daily living skills are increased**
- **Increase in emotional, behavioural , and life skills to the extent that a successful transition to next steps in the plan can occur**
- **Increase in emotional, behavioural, and life skills to the extent that a successful transition can occur**

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

Service Deliverables

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

(a) The Contractor will provide accommodation and associated supervision for up to the specified number of children, at the following Care Setting or Care Settings:

Type of Service	Care Setting	No. of Children
Staffed/Specialized Child Care	1598 Bond St North Vancouver, BC. V7J 1E7	4

(b) The child/children to be cared for in the Care Setting can be described as:

This is a bed specific contract for 4 youth.

(c) The Service to be provided to the child/children in the Care Setting is:

Home:
This home is located in North Vancouver, BC and is a 4 bed, bed specific contract.

Caregiving Model:
This is a 4 bed, staffed residential resource.

Staffing:

- **4 bed, licensed Staffed/Specialized Child are Resource providing 1460 bed days per year.**
- **Two staff on shift at all times, one of who is working an 8 hour shift and one 24 hour/day, 7 days/week shift (168hours/week) total of 336 hours/week direct staffing.**
- **One house manager at 40hours/week.**

Activities:

- **Encourage required health care routines.**
- **Administer medications. Monitor and report side effects.**
- **Attend Care Team meetings. Implement goals.**
- **Facilitate regular punctual attendance at school, day program/family visits/recreational activities.**
- **Provide transportation to/from appointments/school/work/day program/family visits/ recreational activities as per plan of care.**
- **Facilitate appropriate contact with family members identified by child/youth's social worker, parent/guardian.**
- **Seek out recreational opportunities. Facilitate attendance. Engage in activity as required.**
- **Provide opportunities/activities that encourage positive peer interaction.**
- **Promote youth's involvement in personal care routines.**

- Involve youth in life skill activities that include but are not limited to: shopping/budgeting/ meal preparation/ household chores/ use of public transportation/ work experience.
- Support transition planning and child/youth's involvement.
- Provide with training and support to caregivers in dealing with crisis situations that may arise.
- Develop and maintain good relationships with the neighborhood and communities in which the youth reside.

  Actively search for youth who may be absent from the resource and/or involved in high risk activities.

(d) In relation to the Care Plan, the Contractor agrees to:

(i) participate in the development of the Care Plan for each child placed in the Care Setting when requested by the Director;

(ii) implement those parts of the child's Care Plan related to the child's residential placement including the child's safety and well-being in association with the residential placement; and

(iii) measure achievement of goals related to the child's residential placement, as stated in each child's Care Plan.

(e) The Contractor agrees to cooperate with:

(i) any valid custody or access orders or agreements relating to the child as permitted or instructed by the Director; and

(ii) the parent(s)/Guardian of the child, when specified in the Care Plan or as permitted or instructed by the Director.

(f) The Contractor agrees to support and encourage the child's relationship with their parent(s), sibling(s), extended family and/or Guardian and Indigenous community if applicable, according to the Care Plan for the child.

(g) Critical incidents must be reported:

(i) immediately when they occur to the Director, family where appropriate or emergency and after-hours telephone line; and

(ii) in writing the next business day to the Director and the contract Resource Social Worker.

(h) The Contractor will provide the Director full information and particulars concerning a child upon request of the Director.

(i) The Contractor will ensure all information, statements and documents submitted to the Director in connection with the Schedules are true and correct.

(j) The Contractor will provide timely access to the child by:

(i) the Director; and

(ii) those persons authorized by the Director.

(k) The Contractor will not permit the child to leave the province of British Columbia without the written permission of the Director.

(l) The Contractor will remain actively engaged in the Care Setting's community to support and maintain good relationships with the neighbours.

(m) The Contractor will notify the Director immediately of any complaints received by the public in relation to the Care Setting.

(n) The performance of the Agreement during its Term will be monitored in accordance with the Ministry of Children and Family Development Caregiver Support Services Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services.

(o) The Director may from time to time, in writing or verbally, give reasonable instructions to the Contractor as to the performance of Services. The Contractor must comply with those instructions.

(p) If the Contractor is unable to meet their obligations for the care of one or more children under this Agreement, the Contractor must immediately notify the Director

Policies and Standards

1.5 The Contractor must comply with all applicable policies and Program Standards including:

(a) Assessment and Approval of Caregivers by Contracted Agencies

(b) Criminal Record Check Procedures for Contracted Agencies

(c) Caregiver Support Service Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services

(d) Investigations of Contracted Agencies

(e) Standards for Staffed Children's Residential Services

(f) Standards for Foster Home, as required

(g) Accreditation Standards, if applicable

1.6 The Director must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in material change to the Services will require renegotiation of the Schedule(s) relating to the Services affected.

Rights and obligations of the Director

1.7 The Director will make available to the Contractor all information in the Director's custody which the Director reasonably considers to be required by the Contractor to perform the Services. In particular, the Director will make available to the Contractor all information which may be relevant to the safety and well being of a child and a Caregiver.

1.8 The Director may, at any time, in his or her sole discretion, retake care of a child who is receiving Services.

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

1.1 Subject to the provisions of this 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.

Payment

2.1 Subject to paragraph 1.1, the Province will make payments to the Contractor in the following amounts and manner:

(a) The Contractor will receive the payments described below during the term of the Agreement. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.

(b) The fixed monthly rate and per diem rate shall be in accordance with current provincial policy as updated from time to time. No modification of this Agreement is required in the event of a change in the fixed rates in policy. It is understood that any subsequent changes to the provincial fixed monthly and per diem applicable to this Agreement will result in an automatic adjustment to the aggregate amount of this Agreement from the date the change in policy takes effect. The Director will inform the Contractor of any changes in fixed rates.

(c) For the following Services the fixed monthly rate and the per diem rate shall remain as listed below for the Term of the Agreement.

Services	Capacity	Fixed Monthly	Per Diem Monthly	Total Payment
Staffed/Specialized Child Care	4	s.16; s.17		s.16; s.17
Total:				

Start up:
There are no start up costs in this contract.

Invoices:
Invoices need to be submitted within a month of the service being provided and include any Critical Incident Report it is related to.

General:
Approval of the contract liaison social worker is required prior to the provision of any services or purchases not included in the attached budget. Invoices for purchases must be supported by receipts and must be submitted no later than 30 days after the purchase. Invoices for services must be submitted on a monthly basis and must be supported by details of the

services. Invoices submitted for services and purchases in the previous MCFD fiscal year will not be accepted past April 30th.

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

1. The following persons, groups of persons, or organizations, are specified as subcontractors under section 12 of the Agreement:

N/A

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 authorizes any of the following persons, (identified by name and/or position) to act for you in relation to this Agreement:

(i) Program Manager

1.2 The Ministry authorizes any of the following persons (identify by position) to act for us in relation to this Agreement:

(i) Resource Social Worker

(ii) Resource Team Leader

Conflict Resolution Officials

2.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director of Operations	Program Manager
Stage Two:	Executive Director of Service	Director of Operations
Stage Three:	Assistant Deputy Minister	Executive Director

SCHEDULE F – INFORMATION MANAGEMENT (RECORDS PRIVACY AND SECURITY)

Purpose

The purpose of this Schedule is to:

(a) enable the Province to comply with the Province's obligations with respect to:

(i) creation, maintenance, retention and final disposition of the Province's Records, and

(ii) protection of Personal Information collected or created under this Agreement and pursuant to FOIPPA.

(b) ensure that, as a service provider, the Contractor is aware of, and complies with, the Contractor's information management and protection (records, privacy and security) obligations with respect to:

(i) the Province's Records, and

(ii) the Protected Information collected or created under this Agreement.

Applicability

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

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

Definitions

2. In this Schedule:

(a) "**access**" means disclosure by the provision of access. For clarity, this includes the ability or opportunity of a person to view, study, or obtain a copy of records;

(b) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

(c) "**control**" (of a record) means the power or authority to manage the record throughout its life cycle, including restricting, regulating and administering its use and disclosure;

(d) "**custody**" (of a record) means having physical possession of a record, regardless of the format (e.g. paper or electronic);

(e) "**Device**" means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;

(f) "**Facilities**" means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;

(g) "***FOIPPA***" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);

(h) "**Least Privilege**" means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;

(i) "**Need-to-Know**" means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;

(j) "**Personal Information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province or the Contractor dealing with the same subject matter as the Agreement, but excluding any information that, if this Schedule did not apply to it, would not be under the control of a public body within the meaning of FOIPPA;

(k) "**Personnel**" means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor's obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;

(l) "**Policies**" means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);

(m) "**Privacy Training**" means the Province's online privacy and information sharing training course;

(n) "**Protected Information**" means any and all:

(i) "personal information" as defined in this Schedule;

(ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

(iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as "Protected Information" under this Agreement;

(o) "**Security Event Logs**" means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);

(p) "**Systems**" means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;

(q) "**Tenancy**" means those components of the Systems that:

(i) directly access and store Protected Information,

(ii) relate to Protected Information or the Province's tenancy activities, or

(iii) are customer facing and managed by the Province in its use of the Services; and

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

(i) log-on/log-off information about Province user activities, and

(ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

RECORDS MANAGEMENT

Records Retention and Disposition

3. The Contractor must return the Province's Records regardless of format to the Province within the following time frames:

(a) within 30 calendar days of expiry or termination of the Agreement;

(b) within 7 calendar days of the Contractor receiving a request for return from the Province;

(c) when closed records volume is identified by the Contractor as warranting the transfer and the Province has provided written approval; or

(d) immediately when a Contractor advises the Province that they are no longer providing services or when the Province is concerned about the management of the Province's Records following a breach of security or privacy, including an unauthorized disclosure.

PRIVACY PROTECTION

Collection of Personal Information

4. The Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect Personal Information directly from the individual the Personal Information is about.

6. Except as otherwise permitted by FOIPPA, the Contractor must tell an individual from whom the Contractor collects Personal Information:

(a) the purpose for collecting it,

(b) the legal authority for collecting it, and

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

Accuracy of Personal Information

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

Requests for access to Personal Information

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

Correction of Personal Information

9. Within 5 business days of receiving a written direction from the Province to correct or annotate any Personal Information, the Contractor must correct or annotate the information in accordance with the direction.

10. When issuing a written direction under section 9 of this Schedule, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 11 of this Schedule.

11. Within 5 business days of correcting or annotating any Personal Information under section 9 of this Schedule, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.

12. If the Contractor receives a request for correction of Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and provide the Provincial official's name or title and contact information to the person making the request.

Protection of Personal Information

13. The Contractor must protect Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any security arrangements expressly set out in 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 Contactor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.

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

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

    (a) verification of access levels;

    (b) creating and maintaining records of access privileges;

    (c) audit processes; and

    (d) actions to ensure access is not given before approval is granted by the Contractor.

48. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.

49. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.

50. The Contractor must ensure that all Systems and Devices:

    (a) are configured in alignment with industry standards;

(b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;

(c) automatically lock the applicable account and Systems after failed logon failures;

(d) limit the number of concurrent sessions;

(e) prevent further access to Systems by initiating a session lock; and

(f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

51. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.

52. The Contractor must ensure that Systems for password-based authentication:

(a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;

(b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;

(c) store and transmit only encrypted representations of passwords;

(d) enforce password minimum and maximum lifetime restrictions;

(e) prohibit password reuse;

(f) prevent reuse of identifiers; and

(g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

53. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:

(a) two-factor authentication for access;

(b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

54. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components

55. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.

56. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
(a) such additional period of time as the Province may instruct; or
(b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,
to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

57. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.

58. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

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

(a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");

(b) "Information Security Policy";

(c) government wide IM/IT Standards; and

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

60. The Province has the rights to:

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

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

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

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

Application development

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

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

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

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

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

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

    (a) hardening of the perimeter of the Facilities;

    (b) physical separation of public and restricted spaces;

    (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;

    (d) Access Control Systems (ACS) and/or Key Management processes; and

    (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

66. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

67. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

68. The Contractor must:

    (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;

    (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;

(c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;

(d) ensure that default passwords and shared accounts are not used for any Systems; and

(e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

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

69. The Contractor must:

(a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;

(b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and

(c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

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

(a) at such level of protection as the Province may instruct; and

(b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

71. The Contractor must ensure that for any Systems:

(a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

(b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and

(c) all access to the management network is strictly controlled and exclusively enforced though 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
Issued by ICBC: • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card **Issued by provincial or territorial government:** • Canadian birth certificate **Issued by Government of Canada:** • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record	• 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

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

---

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

Ministry:
Furnishings for the home.

Contractor:
N/A

SCHEDULE H – ADDITIONAL TERMS

Termination

Notwithstanding section 48(b) of the Terms and Conditions of the Services Agreement, the termination notice period for this agreement is 30 days.

Criminal Record Check

Despite sections 18-20 of the Terms and Conditions of the Service Agreement, terms set out below apply respecting criminal record checks and supersede sections 18 – 20 of the Terms and Conditions:

1. In accordance with the *Criminal Records Review Act*, the Contractor must ensure that the Contractor, the Contractors' employees and subcontractors undergo a criminal record check or a criminal record check verification when required in circumstances where the Contractor, the employee or subcontractor works with children as defined in the *Criminal Records Review Act*.

2. In addition to any criminal record checks or criminal records check verifications required under the *Criminal Records Review Act*, the Contractor must ensure that the Contractor and all employees, subcontractors and volunteers who have, or potentially have, unsupervised access to children or their records undergo a criminal record check that is satisfactory to the Province and that those individuals do not have unsupervised access to children or their records until the results of the criminal record check indicate no risk to children.

3. In addition to any criminal record checks or criminal record check verifications that are required by sections 1 and 2 of this Schedule, the Contractor must ensure that every person 18 years or older who resides or spends significant time in the home or place where the services are provided or are to be provided, and who has or will have significant and unsupervised access to children in that home or place, undergoes a criminal record check that is satisfactory to the Province.

4. If any of the individuals referred to in sections 2 or 3 of this Schedule moved to British Columbia within the last 10 years, the Contractor must make all reasonable efforts to obtain a verified criminal record check from the jurisdiction in which he or she was previously resident.

5. The Contractor must ensure that criminal record checks required by sections 2 and 3 of this Schedule are undertaken every 3 to 5 years as required by the Province.

6. Upon written request, the Contractor must provide the Province written confirmation that:
   (a) criminal record checks have been initiated as required by the *Criminal Records Review Act*;
   (b) criminal record checks referred to in section 2, 3, and 4, as applicable, were completed prior to work beginning or prior to unsupervised access to children or their records;
   (c) the Contractor has acted in accordance with any instructions from the Province and in accordance with the *Criminal Records Review Act*; and
   (d) all other related procedures have been followed.

Negligence Waiver

1. If the Contractor is providing Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Services.

SCHEDULE I – REPORTING REQUIREMENTS

I.1 The Contractor will submit Monthly reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Services. The required content of these reports may include, but is not limited to, the following information:

1. the quantity of services (by # of hours, # of sessions, etc.) and any variance from expected and contracted deliverables,
2. Specify other reporting information as necessary in relation to the type of service provided)

Progress Reporting

Progress report will be submitted to Guardianship social worker and Resource liaison on a monthly basis in the content and format approved by MCFD. The contractor is required to maintain a Daily Log. Critical incidences must be reported to the Guardianship social worker, family if indicated, or Centralized Intake by telephone when they occur and received in writing by the Guardianship social worker and the Resource Liaison social worker the next business day. Missing children/youth must be reported in accordance with Ministry policy.

I.2 The reports referred to in section I.1 will be submitted within 10 business days of the end of the period specified, commencing with the first report for the period ending November 30, 2021. For the purpose of this section a "business day" is any day which is not a Saturday, a Sunday, or a statutory holiday in British Columbia.

I.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 34 of the Agreement, the Contractor will, if the Contractor wishes to negotiate a future agreement, submit to the Province, prior to the end of the 3rd quarter of the Term, a Contractor Revenue and Expense Forecast for the duration of the Funding Period in the form attached as Attachment 1.)

ATTACHMENT 1 - CONTRACTOR REVENUE AND EXPENSE FORECAST

Contractor Name/Address: Hollyburn Family Services Ltd 104 267 W. Esplanade, North Vancouver, BC V7M 1A5

Name of Program(s)/Service(s): S.A.Y. Staffed/Specialized Child Care Resource

Reporting Period (from/to): October 1, 2021 : November 30, 2021

STATEMENT OF REVENUE AND EXPENSES	Previous Year	YTD Actual	Forecast to end of Funding Period	Approved Funding	Variance
REVENUE					
MCFD Regular Payments (monthly)					
MCFD Invoiced Payments					
Other MCFD Payments (specify):					
TOTAL GROSS REVENUE					
Program/Service Expenses					
Total Compensation (wages and benefits)					
Program/Service Child Support Costs					
Program/Services Facilities Costs					
Administration Costs*					
TOTAL GROSS EXPENSES					
TOTAL NET (+/-)					

*See MCFD Contracting Financial Reporting and Management Requirements.

Comments regarding variances:

This report has been prepared from the books and records of the Contractor for the funding period ended ____. I hereby confirm to the best of my knowledge and belief, that the information contained herein, was compiled in accordance with generally accepted accounting principles. There is nothing to my knowledge that has not been disclosed in this report which would affect the accuracy and completeness of the financial information.

Signature Date

Print Name Print Title

SERVICE AGREEMENT
(Residential)

MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT

Ministry of Children and Family Development

Ministry Service Agreement No. 42930;34
S.A.Y. Staffed/Specialized Child Care Resource

The Director designated *under the Child, Family and Community Service Act*

(the "Director", "we", "us", or "our" as applicable) at the following address:

301-224 West Esplanade, North Vancouver, BC V7M 1A4

Fax Number: (604) 987-9258

Email: _____

AND Hollyburn Family Services Ltd

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

104 267 W. Esplanade, North Vancouver, BC V7M 1A5

Fax Number: (604) 926-1134

Email: _____

The term for the Agreement begins on: **December 1, 2021** (Day/Month/Year) and ends on **January 31, 2022** (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 AND AGREE THAT REFERENCES TO "THE PROVINCE" IN THE TERMS AND CONDITIONS AND SCHEDULES ARE TO BE READ AS REFERENCES TO THE "DIRECTOR" EXCEPT AS THE CONTEXT OTHERWISE REQUIRES.

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

(collectively, the "Agreement")

SIGNED AND DELIVERED on the 29 day of Nov., 21 on behalf of the Province by its duly authorized representative

Signature: [signature]

Print Name: Ashly Moar

Position: A/Director of Operations

SIGNED AND DELIVERED on the 29 day of Nov., 2021 or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)

Signature: [signature] for

Print Name: Alan Kwinter

Position: Executive Director

Signature:

Print Name

Position

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

SCHEDULE A – SERVICES

1.1 With the exception of the definition of Caregiver, the definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Agreement.

1.2 It is acknowledged for the purpose of this Agreement, the term:

(a) Guardian means the legal guardian of the child or children.

(b) Director means a person designated by the minister under section 91 of the *Child, Family and Community Service Act* and includes a person delegated to fulfill the powers, duties or functions of a Director pursuant to s. 92 of the *Child, Family and Community Service Act.*

(c) Care Plan means a comprehensive plan of care for a particular child developed and authorized by the Director, that:

(i) identifies specific developmental objectives based on continuous assessments of the child or youth's evolving needs and outcomes of previous decisions and actions;

(ii) continues throughout the child or youth's stay in care and is a living, working document that remains relevant as the child or youth matures and as their circumstances change; and

(iii) identifies the overall goal for the child or youth and includes assessments and actions across several domains including; placement, health, education, identity, family and social relationships, social presentation, emotional and behavioural development and self-care skills.

(d) Program Standards means any provincial standards relating to performance of particular Services as may be created and changed from time to time.

(e) Care Setting means Care Setting as described in section 1.4(b) of this schedule.

(f) Caregiver means an individual employed or retained by the Contractor to provide care for and supervision of a child residing in a Care Setting.

Desired Outcomes

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

- **Emotional health is maintained or increases**
- **Frequency of high risk behaviours and absences are reduced**
- **Attendance at school, vocational , work, day program or volunteer activity is established or increases**
- **Connection to Indigenous cultural, religious, spiritual heritage is maintained or increases**
- **Relationship with family/community is developed, maintained or improves**
- **Improve positive social connection to family, adults, peers and community**
- **Children/Youth are stabilized**
- **Daily living skills are increased**
- **Improve self-care skills and life skills.**
- **Decrease the magnitude and frequency of acting out behaviours**
- **Increase the youth's ability to manage and control their own behaviours**
- **Increase in emotional, behavioural , and life skills to the extent that a successful transition to next steps in the plan can occur**

- **Youths' will successful transition from the S.A.Y. Staffed/Specialized Child Care Resource to a less structures and/or supervised resource or to their family care home**

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

Service Deliverables

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

(a) The Contractor will provide accommodation and associated supervision for up to the specified number of children, at the following Care Setting or Care Settings:

Type of Service	Care Setting	No. of Children
Staffed/Specialized Child Care	1598 Bond St North Vancouver, BC V7J 1E7	4

(b) The child/children to be cared for in the Care Setting can be described as:

This is a bed specific contract for 4 youth ages 10 to 18 years old, who are in need of short term care as an alternative to their family home or another care setting. The youth may present extremely challenging behaviour, lack of developmental progress and be in need of assessment and stabilization. Youth may also behave in a manner which represents an extreme degree of risk to self, others, and/or property.

(c) The Service to be provided to the child/children in the Care Setting is:

Home:
This is a home that is located in the Lynn Creek area of North Vancouver. This is a large home that is a 4 bed, bed specific contract.

Caregiving Model:
This is a 4 bed staffed residential model home. There are two staff on shift at all times, one of who is working an 8 hour shift and one 24 hour/day, 7 days/week shift (168 hours/week) total of 336 hours/week direct staffing. There is also one house manager at 40 hours/week.

There is clinical practice consultation for each staff, including orientation and appraisal from an experience and qualified member/supervisor of the pertinent discipline. As well they ensure ongoing training opportunities for all staff. There is also the expectation on organizing and management of regularly scheduled case conferences and Integrated Case Management (ICM) meetings for the children in care. The first ICM will be held within 20 days of the youth's admission to the care setting.

Admission/Discharge Process:
The program will receive referrals for Placement Monday to Friday between 8:30am and 5:30pm and be able to accept youth(s) into the care setting on the same day the referral is made between 12 noon to 6pm, as agreed between the Director of Hollyburn and the Province.

Activities:

- **Encourage required health care routines.**
- **Administer medications. Monitor and report side effects.**
- **Attend Care Team meetings. Implement goals.**
- **Facilitate regular punctual attendance at school, day program/family visits/recreational activities.**
- **Provide transportation to/from appointments/school/work/day program/family visits/ recreational activities as per plan of care.**
- **Facilitate contact with appropriate religious and/or cultural community members in accordance with cultural plan.**
- **Seek out recreational opportunities. Facilitate attendance. Engage in activity as required.**
- **Provide opportunities/activities that encourage positive peer interaction.**
- **Promote youth's involvement in personal care routines.**
- **Involve youth in life skill activities that include but are not limited to: shopping/budgeting/ meal preparation/ household chores/ use of public transportation/ work experience.**
- **Support transition planning and child/youth's involvement.**
- **Provide with training and support to caregivers in dealing with crisis situations that may arise.**
- **Develop and maintain good relationships with the neighborhood and communities in which the youth reside.**

(d) In relation to the Care Plan, the Contractor agrees to:

(i) participate in the development of the Care Plan for each child placed in the Care Setting when requested by the Director;

(ii) implement those parts of the child's Care Plan related to the child's residential placement including the child's safety and well-being in association with the residential placement; and

(iii) measure achievement of goals related to the child's residential placement, as stated in each child's Care Plan.

(e) The Contractor agrees to cooperate with:

(i) any valid custody or access orders or agreements relating to the child as permitted or instructed by the Director; and

(ii) the parent(s)/Guardian of the child, when specified in the Care Plan or as permitted or instructed by the Director.

(f) The Contractor agrees to support and encourage the child's relationship with their parent(s), sibling(s), extended family and/or Guardian and Indigenous community if applicable, according to the Care Plan for the child.

(g) Critical incidents must be reported:

(i) immediately when they occur to the Director, family where appropriate or emergency and after-hours telephone line; and

(ii) in writing the next business day to the Director and the contract Resource Social Worker.

(h) The Contractor will provide the Director full information and particulars concerning a child upon request of the Director.

(i) The Contractor will ensure all information, statements and documents submitted to the Director in connection with the Schedules are true and correct.

(j) The Contractor will provide timely access to the child by:

(i) the Director; and

(ii) those persons authorized by the Director.

(k) The Contractor will not permit the child to leave the province of British Columbia without the written permission of the Director.

(l) The Contractor will remain actively engaged in the Care Setting's community to support and maintain good relationships with the neighbours.

(m) The Contractor will notify the Director immediately of any complaints received by the public in relation to the Care Setting.

(n) The performance of the Agreement during its Term will be monitored in accordance with the Ministry of Children and Family Development Caregiver Support Services Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services.

(o) The Director may from time to time, in writing or verbally, give reasonable instructions to the Contractor as to the performance of Services. The Contractor must comply with those instructions.

(p) If the Contractor is unable to meet their obligations for the care of one or more children under this Agreement, the Contractor must immediately notify the Director

Policies and Standards

1.5 The Contractor must comply with all applicable policies and Program Standards including:

(a) Assessment and Approval of Caregivers by Contracted Agencies

(b) Criminal Record Check Procedures for Contracted Agencies

(c) Caregiver Support Service Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services

(d) Investigations of Contracted Agencies

(e) Standards for Staffed Children's Residential Services

(f) Standards for Foster Home, as required

(g) Accreditation Standards, if applicable

1.6 The Director must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in material change to the Services will require renegotiation of the Schedule(s) relating to the Services affected.

Rights and obligations of the Director

1.7 The Director will make available to the Contractor all information in the Director's custody which the Director reasonably considers to be required by the Contractor to perform the Services. In particular, the Director will make available to the Contractor all information which may be relevant to the safety and well being of a child and a Caregiver.

1.8 The Director may, at any time, in his or her sole discretion, retake care of a child who is receiving Services.

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

1.1 Subject to the provisions of this 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.

Payment

2.1 Subject to paragraph 1.1, the Province will make payments to the Contractor in the following amounts and manner:

(a) The Contractor will receive the payments described below during the term of the Agreement. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.

(b) The fixed monthly rate and per diem rate shall be in accordance with current provincial policy as updated from time to time. No modification of this Agreement is required in the event of a change in the fixed rates in policy. It is understood that any subsequent changes to the provincial fixed monthly and per diem applicable to this Agreement will result in an automatic adjustment to the aggregate amount of this Agreement from the date the change in policy takes effect. The Director will inform the Contractor of any changes in fixed rates.

(c) For the following Services the fixed monthly rate and the per diem rate shall remain as listed below for the Term of the Agreement.

Services	Capacity	Fixed Monthly	Per Diem Monthly	Total Payment
Staffed/Specialized Child Care	4	s.16; s.17		s.16; s.17
Total:				

Start up:
There are no start-up costs associated with this contract.

Invoices:
Any invoices will be approved in advanced and will be completed on a billable basis. Invoices will be submitted in a timely manner and will include the Critical Incident Report any damage is associated with, the day, and the amount paid.

General:
Approval of the contract liaison social worker is required prior to the provision of any services or purchases not included in the attached budget. Invoices for purchases must be supported by receipts and must be submitted no later than 30 days after the purchase. Invoices for

services must be submitted on a monthly basis and must be supported by details of the services. Invoices submitted for services and purchases in the previous MCFD fiscal year will not be accepted past April 30th.

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

1. The following persons, groups of persons, or organizations, are specified as subcontractors under section 12 of the Agreement:

N/A

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 authorizes any of the following persons, (identified by name and/or position) to act for you in relation to this Agreement:

(i) Program Manager

1.2 The Ministry authorizes any of the following persons (identify by position) to act for us in relation to this Agreement:

(i) Resource Social Worker

(ii) Resource Team Leader

Conflict Resolution Officials

2.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director of Operations	Program Manager
Stage Two:	Executive Director of Service	Director of Operations
Stage Three:	Assistant Deputy Minister	Executive Director

SCHEDULE F – INFORMATION MANAGEMENT (RECORDS PRIVACY AND SECURITY)

Purpose

The purpose of this Schedule is to:

(a) enable the Province to comply with the Province's obligations with respect to:

(i) creation, maintenance, retention and final disposition of the Province's Records, and

(ii) protection of Personal Information collected or created under this Agreement and pursuant to FOIPPA.

(b) ensure that, as a service provider, the Contractor is aware of, and complies with, the Contractor's information management and protection (records, privacy and security) obligations with respect to:

(i) the Province's Records, and

(ii) the Protected Information collected or created under this Agreement.

Applicability

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

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

Definitions

2. In this Schedule:

(a) "**access**" means disclosure by the provision of access. For clarity, this includes the ability or opportunity of a person to view, study, or obtain a copy of records;

(b) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

(c) "**control**" (of a record) means the power or authority to manage the record throughout its life cycle, including restricting, regulating and administering its use and disclosure;

(d) "**custody**" (of a record) means having physical possession of a record, regardless of the format (e.g. paper or electronic);

(e) "**Device**" means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;

(f) "**Facilities**" means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;

(g) "***FOIPPA***" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);

(h) "**Least Privilege**" means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;

(i) "**Need-to-Know**" means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;

(j) "**Personal Information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province or the Contractor dealing with the same subject matter as the Agreement, but excluding any information that, if this Schedule did not apply to it, would not be under the control of a public body within the meaning of FOIPPA;

(k) "**Personnel**" means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor's obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;

(l) "**Policies**" means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);

(m) "**Privacy Training**" means the Province's online privacy and information sharing training course;

(n) "**Protected Information**" means any and all:

(i) "personal information" as defined in this Schedule;

(ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

(iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as "Protected Information" under this Agreement;

(o) "**Security Event Logs**" means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);

(p) "**Systems**" means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;

(q) "**Tenancy**" means those components of the Systems that:

(i) directly access and store Protected Information,

(ii) relate to Protected Information or the Province's tenancy activities, or

(iii) are customer facing and managed by the Province in its use of the Services; and

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

(i) log-on/log-off information about Province user activities, and

(ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

RECORDS MANAGEMENT

Records Retention and Disposition

3. The Contractor must return the Province's Records regardless of format to the Province within the following time frames:

   (a) within 30 calendar days of expiry or termination of the Agreement;

   (b) within 7 calendar days of the Contractor receiving a request for return from the Province;

   (c) when closed records volume is identified by the Contractor as warranting the transfer and the Province has provided written approval; or

   (d) immediately when a Contractor advises the Province that they are no longer providing services or when the Province is concerned about the management of the Province's Records following a breach of security or privacy, including an unauthorized disclosure.

PRIVACY PROTECTION

Collection of Personal Information

4. The Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect Personal Information directly from the individual the Personal Information is about.

6. Except as otherwise permitted by FOIPPA, the Contractor must tell an individual from whom the Contractor collects Personal Information:

   (a) the purpose for collecting it,

   (b) the legal authority for collecting it, and

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

Accuracy of Personal Information

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

Requests for access to Personal Information

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

Correction of Personal Information

9. Within 5 business days of receiving a written direction from the Province to correct or annotate any Personal Information, the Contractor must correct or annotate the information in accordance with the direction.

10. When issuing a written direction under section 9 of this Schedule, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 11 of this Schedule.

11. Within 5 business days of correcting or annotating any Personal Information under section 9 of this Schedule, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.

12. If the Contractor receives a request for correction of Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and provide the Provincial official's name or title and contact information to the person making the request.

Protection of Personal Information

13. The Contractor must protect Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any security arrangements expressly set out in 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 Contactor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.

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

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

    (a) verification of access levels;

    (b) creating and maintaining records of access privileges;

    (c) audit processes; and

    (d) actions to ensure access is not given before approval is granted by the Contractor.

48. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.

49. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.

50. The Contractor must ensure that all Systems and Devices:

    (a) are configured in alignment with industry standards;

(b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;

(c) automatically lock the applicable account and Systems after failed logon failures;

(d) limit the number of concurrent sessions;

(e) prevent further access to Systems by initiating a session lock; and

(f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

51. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.

52. The Contractor must ensure that Systems for password-based authentication:

(a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;

(b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;

(c) store and transmit only encrypted representations of passwords;

(d) enforce password minimum and maximum lifetime restrictions;

(e) prohibit password reuse;

(f) prevent reuse of identifiers; and

(g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

53. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:

(a) two-factor authentication for access;

(b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

54. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components

55. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.

56. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
(a) such additional period of time as the Province may instruct; or
(b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,
to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

57. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.

58. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

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

(a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");

(b) "Information Security Policy";

(c) government wide IM/IT Standards; and

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

60. The Province has the rights to:

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

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

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

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

Application development

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

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

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

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

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

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

    (a) hardening of the perimeter of the Facilities;

    (b) physical separation of public and restricted spaces;

    (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;

    (d) Access Control Systems (ACS) and/or Key Management processes; and

    (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

66. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent.. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

67. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

68. The Contractor must:

    (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;

    (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;

(c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;

(d) ensure that default passwords and shared accounts are not used for any Systems; and

(e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

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

69. The Contractor must:

(a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;

(b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and

(c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

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

(a) at such level of protection as the Province may instruct; and

(b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

71. The Contractor must ensure that for any Systems:

(a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

(b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and

(c) all access to the management network is strictly controlled and exclusively enforced though 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
Issued by ICBC: • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card **Issued by provincial or territorial government:** • Canadian birth certificate **Issued by Government of Canada:** • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record	• 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

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

Ministry:
N/A

Contractor:
N/A

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

SCHEDULE H – ADDITIONAL TERMS

Termination

Notwithstanding section 48(b) of the Terms and Conditions of the Services Agreement, the termination notice period for this agreement is 30 days.

Criminal Record Check

Despite sections 18-20 of the Terms and Conditions of the Service Agreement, terms set out below apply respecting criminal record checks and supersede sections 18 – 20 of the Terms and Conditions:

1. In accordance with the *Criminal Records Review Act*, the Contractor must ensure that the Contractor, the Contractors' employees and subcontractors undergo a criminal record check or a criminal record check verification when required in circumstances where the Contractor, the employee or subcontractor works with children as defined in the *Criminal Records Review Act*.

2. In addition to any criminal record checks or criminal records check verifications required under the *Criminal Records Review Act*, the Contractor must ensure that the Contractor and all employees, subcontractors and volunteers who have, or potentially have, unsupervised access to children or their records undergo a criminal record check that is satisfactory to the Province and that those individuals do not have unsupervised access to children or their records until the results of the criminal record check indicate no risk to children.

3. In addition to any criminal record checks or criminal record check verifications that are required by sections 1 and 2 of this Schedule, the Contractor must ensure that every person 18 years or older who resides or spends significant time in the home or place where the services are provided or are to be provided, and who has or will have significant and unsupervised access to children in that home or place, undergoes a criminal record check that is satisfactory to the Province.

4. If any of the individuals referred to in sections 2 or 3 of this Schedule moved to British Columbia within the last 10 years, the Contractor must make all reasonable efforts to obtain a verified criminal record check from the jurisdiction in which he or she was previously resident.

5. The Contractor must ensure that criminal record checks required by sections 2 and 3 of this Schedule are undertaken every 3 to 5 years as required by the Province.

6. Upon written request, the Contractor must provide the Province written confirmation that:
   (a) criminal record checks have been initiated as required by the *Criminal Records Review Act*;
   (b) criminal record checks referred to in section 2, 3, and 4, as applicable, were completed prior to work beginning or prior to unsupervised access to children or their records;
   (c) the Contractor has acted in accordance with any instructions from the Province and in accordance with the *Criminal Records Review Act*; and
   (d) all other related procedures have been followed.

Negligence Waiver

1. If the Contractor is providing Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Services.

SCHEDULE I – REPORTING REQUIREMENTS

1.1 The Contractor will submit Monthly reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Services. The required content of these reports may include, but is not limited to, the following information:

1. the quantity of services (by # of hours, # of sessions, etc.) and any variance from expected and contracted deliverables,
2. Specify other reporting information as necessary in relation to the type of service provided)

Progress Reporting

Progress report will be submitted to Guardianship social worker and Resource liaison on a monthly basis in the content and format approved by MCFD. The contractor is required to maintain a Daily Log. Also provide a monthly schedule o the youth's activities, due by the end of the first week of the month.

Critical incidences must be reported to the Guardianship social worker, family if indicated, or Centralized Intake by telephone when they occur and received in writing by the Guardianship social worker and the Resource Liaison social worker the next business day. Missing children/youth must be reported in accordance with Ministry policy.

Also need to provide annually the signed off safety plan for the youth in the home, and the behavioural support plan for the youth in the home, if appropriate.

1.2 The reports referred to in section 1.1 will be submitted within 10 business days of the end of the period specified, commencing with the first report for the period ending December 31, 2021. For the purpose of this section a "business day" is any day which is not a Saturday, a Sunday, or a statutory holiday in British Columbia.

1.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 34 of the Agreement, the Contractor will, if the Contractor wishes to negotiate a future agreement, submit to the Province, prior to the end of the 3rd quarter of the Term, a Contractor Revenue and Expense Forecast for the duration of the Funding Period in the form attached as Attachment 1.)

ATTACHMENT 1 - CONTRACTOR REVENUE AND EXPENSE FORECAST

Contractor Name/Address: Hollyburn Family Services Ltd 104 267 W. Esplanade, North Vancouver, BC V7M 1A5

Name of Program(s)/Service(s): S.A.Y. Staffed/Specialized Child Care Resource

Reporting Period (from/to): December 1, 2021 : January 31, 2022

STATEMENT OF REVENUE AND EXPENSES	Previous Year	YTD Actual	Forecast to end of Funding Period	Approved Funding	Variance
REVENUE					
MCFD Regular Payments (monthly)					
MCFD Invoiced Payments					
Other MCFD Payments (specify):					
TOTAL GROSS REVENUE					
Program/Service Expenses					
Total Compensation (wages and benefits)					
Program/Service Child Support Costs					
Program/Services Facilities Costs					
Administration Costs*					
TOTAL GROSS EXPENSES					
TOTAL NET (+/-)					

*See MCFD Contracting Financial Reporting and Management Requirements.

Comments regarding variances:

This report has been prepared from the books and records of the Contractor for the funding period ended ____. I hereby confirm to the best of my knowledge and belief, that the information contained herein, was compiled in accordance with generally accepted accounting principles. There is nothing to my knowledge that has not been disclosed in this report which would affect the accuracy and completeness of the financial information.

Signature Date

Print Name Print Title

SERVICE AGREEMENT
(Residential)

MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT

Ministry of Children and Family Development

Ministry Service Agreement No. 42930;35
S.A.Y. Staffed/Specialized Child Care Resource

The Director designated *under the Child, Family and Community Service Act*

(the "Director", "we", "us", or "our" as applicable) at the following address:

301-224 West Esplanade, North Vancouver, BC V7M 1A4

Fax Number: (604) 987-9258

Email: _____

AND Hollyburn Family Services Ltd

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

104 267 W. Esplanade, North Vancouver, BC V7M 1A5

Fax Number: (604) 926-1134

Email: _____

The term for the Agreement begins on: **February 1, 2022** (Day/Month/Year) and ends on **March 31, 2022** (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 AND AGREE THAT REFERENCES TO "THE PROVINCE" IN THE TERMS AND CONDITIONS AND SCHEDULES ARE TO BE READ AS REFERENCES TO THE "DIRECTOR" EXCEPT AS THE CONTEXT OTHERWISE REQUIRES.

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

(collectively, the "Agreement")

SIGNED AND DELIVERED on the 1 day of Feb 2022 on behalf of the Province by its duly authorized representative

Signature: [signature]

Print Name: Ashly Moar

Position: A/Director of Operations

SIGNED AND DELIVERED on the 31st day of January, 2022 or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)

Signature: [signature] for

Print Name: Alan Kwinter

Position: Executive Director

Signature:

Print Name

Position

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

SCHEDULE A – SERVICES

1.1 With the exception of the definition of Caregiver, the definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Agreement.

1.2 It is acknowledged for the purpose of this Agreement, the term:

(a) Guardian means the legal guardian of the child or children.

(b) Director means a person designated by the minister under section 91 of the *Child, Family and Community Service Act* and includes a person delegated to fulfill the powers, duties or functions of a Director pursuant to s. 92 of the *Child, Family and Community Service Act.*

(c) Care Plan means a comprehensive plan of care for a particular child developed and authorized by the Director, that:

(i) identifies specific developmental objectives based on continuous assessments of the child or youth's evolving needs and outcomes of previous decisions and actions;

(ii) continues throughout the child or youth's stay in care and is a living, working document that remains relevant as the child or youth matures and as their circumstances change; and

(iii) identifies the overall goal for the child or youth and includes assessments and actions across several domains including; placement, health, education, identity, family and social relationships, social presentation, emotional and behavioural development and self-care skills.

(d) Program Standards means any provincial standards relating to performance of particular Services as may be created and changed from time to time.

(e) Care Setting means Care Setting as described in section 1.4(b) of this schedule.

(f) Caregiver means an individual employed or retained by the Contractor to provide care for and supervision of a child residing in a Care Setting.

Desired Outcomes

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

- **Emotional health is maintained or increases**
- **Frequency of high risk behaviours and absences are reduced**
- **Attendance at school, vocational , work, day program or volunteer activity is established or increases**
- **Connection to Indigenous cultural, religious, spiritual heritage is maintained or increases**
- **Relationship with family/community is developed, maintained or improves**
- **Improve positive social connection to family, adults, peers and community**
- **Children/Youth are stabilized**
- **Daily living skills are increased**
- **Improve self-care skills and life skills.**
- **Decrease the magnitude and frequency of acting out behaviours**
- **Increase the youth's ability to manage and control their own behaviours**
- **Increase in emotional, behavioural , and life skills to the extent that a successful transition to next steps in the plan can occur**

- **Youths' will successful transition from the S.A.Y. Staffed/Specialized Child Care Resource to a less structures and/or supervised resource or to their family care home**

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

Service Deliverables

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

(a) The Contractor will provide accommodation and associated supervision for up to the specified number of children, at the following Care Setting or Care Settings:

Type of Service	Care Setting	No. of Children
Staffed/Specialized Child Care	1598 Bond St North Vancouver, BC V7J 1E7	4

(b) The child/children to be cared for in the Care Setting can be described as:

This is a bed specific contract for 4 youth ages 10 to 18 years old, who are in need of short term care as an alternative to their family home or another care setting. The youth may present extremely challenging behaviour, lack of developmental progress and be in need of assessment and stabilization. Youth may also behave in a manner which represents an extreme degree of risk to self, others, and/or property.

(c) The Service to be provided to the child/children in the Care Setting is:

Home:
This is a home that is located in the Lynn Creek area of North Vancouver. This is a large home that is a 4 bed, bed specific contract.

Caregiving Model:
This is a 4 bed staffed residential model home. There are two staff on shift at all times, one of who is working an 8 hour shift and one 24 hour/day, 7 days/week shift (168 hours/week) total of 336 hours/week direct staffing. There is also one house manager at 40 hours/week.

There is clinical practice consultation for each staff, including orientation and appraisal from an experience and qualified member/supervisor of the pertinent discipline. As well they ensure ongoing training opportunities for all staff. There is also the expectation on organizing and management of regularly scheduled case conferences and Integrated Case Management (ICM) meetings for the children in care. The first ICM will be held within 20 days of the youth's admission to the care setting.

Admission/Discharge Process:
The program will receive referrals for Placement Monday to Friday between 8:30am and 5:30pm and be able to accept youth(s) into the care setting on the same day the referral is made between 12 noon to 6pm, as agreed between the Director of Hollyburn and the Province.

Activities:

- **Encourage required health care routines.**
- **Administer medications. Monitor and report side effects.**
- **Attend Care Team meetings. Implement goals.**
- **Facilitate regular punctual attendance at school, day program/family visits/recreational activities.**
- **Provide transportation to/from appointments/school/work/day program/family visits/ recreational activities as per plan of care.**
- **Facilitate contact with appropriate religious and/or cultural community members in accordance with cultural plan.**
- **Seek out recreational opportunities. Facilitate attendance. Engage in activity as required.**
- **Provide opportunities/activities that encourage positive peer interaction.**
- **Promote youth's involvement in personal care routines.**
- **Involve youth in life skill activities that include but are not limited to: shopping/budgeting/ meal preparation/ household chores/ use of public transportation/ work experience.**
- **Support transition planning and child/youth's involvement.**
- **Provide with training and support to caregivers in dealing with crisis situations that may arise.**
- **Develop and maintain good relationships with the neighborhood and communities in which the youth reside.**

(d) In relation to the Care Plan, the Contractor agrees to:

(i) participate in the development of the Care Plan for each child placed in the Care Setting when requested by the Director;

(ii) implement those parts of the child's Care Plan related to the child's residential placement including the child's safety and well-being in association with the residential placement; and

(iii) measure achievement of goals related to the child's residential placement, as stated in each child's Care Plan.

(e) The Contractor agrees to cooperate with:

(i) any valid custody or access orders or agreements relating to the child as permitted or instructed by the Director; and

(ii) the parent(s)/Guardian of the child, when specified in the Care Plan or as permitted or instructed by the Director.

(f) The Contractor agrees to support and encourage the child's relationship with their parent(s), sibling(s), extended family and/or Guardian and Indigenous community if applicable, according to the Care Plan for the child.

(g) Critical incidents must be reported:

(i) immediately when they occur to the Director, family where appropriate or emergency and after-hours telephone line; and

(ii) in writing the next business day to the Director and the contract Resource Social Worker.

(h) The Contractor will provide the Director full information and particulars concerning a child upon request of the Director.

(i) The Contractor will ensure all information, statements and documents submitted to the Director in connection with the Schedules are true and correct.

(j) The Contractor will provide timely access to the child by:

(i) the Director; and

(ii) those persons authorized by the Director.

(k) The Contractor will not permit the child to leave the province of British Columbia without the written permission of the Director.

(l) The Contractor will remain actively engaged in the Care Setting's community to support and maintain good relationships with the neighbours.

(m) The Contractor will notify the Director immediately of any complaints received by the public in relation to the Care Setting.

(n) The performance of the Agreement during its Term will be monitored in accordance with the Ministry of Children and Family Development Caregiver Support Services Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services.

(o) The Director may from time to time, in writing or verbally, give reasonable instructions to the Contractor as to the performance of Services. The Contractor must comply with those instructions.

(p) If the Contractor is unable to meet their obligations for the care of one or more children under this Agreement, the Contractor must immediately notify the Director

Policies and Standards

1.5 The Contractor must comply with all applicable policies and Program Standards including:

(a) Assessment and Approval of Caregivers by Contracted Agencies

(b) Criminal Record Check Procedures for Contracted Agencies

(c) Caregiver Support Service Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services

(d) Investigations of Contracted Agencies

(e) Standards for Staffed Children's Residential Services

(f) Standards for Foster Home, as required

(g) Accreditation Standards, if applicable

1.6 The Director must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in material change to the Services will require renegotiation of the Schedule(s) relating to the Services affected.

Rights and obligations of the Director

1.7 The Director will make available to the Contractor all information in the Director's custody which the Director reasonably considers to be required by the Contractor to perform the Services. In particular, the Director will make available to the Contractor all information which may be relevant to the safety and well being of a child and a Caregiver.

1.8 The Director may, at any time, in his or her sole discretion, retake care of a child who is receiving Services.

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

1.1 Subject to the provisions of this 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.

Payment

2.1 Subject to paragraph 1.1, the Province will make payments to the Contractor in the following amounts and manner:

(a) The Contractor will receive the payments described below during the term of the Agreement. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.

(b) The fixed monthly rate and per diem rate shall be in accordance with current provincial policy as updated from time to time. No modification of this Agreement is required in the event of a change in the fixed rates in policy. It is understood that any subsequent changes to the provincial fixed monthly and per diem applicable to this Agreement will result in an automatic adjustment to the aggregate amount of this Agreement from the date the change in policy takes effect. The Director will inform the Contractor of any changes in fixed rates.

(c) For the following Services the fixed monthly rate and the per diem rate shall remain as listed below for the Term of the Agreement.

Services	Capacity	Fixed Monthly	Per Diem Monthly	Total Payment
Staffed/Specialized Child Care	4	s.16; s.17		s.16; s.17
Total:				

Start up:
There are no start-up costs associated with this contract.

Invoices:
Any invoices will be approved in advanced and will be completed on a billable basis. Invoices will be submitted in a timely manner and will include the Critical incident Report any damage is associated with, the day, and the amount paid.

General:
Approval of the contract liaison social worker is required prior to the provision of any services or purchases not included in the attached budget. Invoices for purchases must be supported by receipts and must be submitted no later than 30 days after the purchase. Invoices for

services must be submitted on a monthly basis and must be supported by details of the services. Invoices submitted for services and purchases in the previous MCFD fiscal year will not be accepted past April 30th.

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

1. The following persons, groups of persons, or organizations, are specified as subcontractors under section 12 of the Agreement:

N/A

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 authorizes any of the following persons, (identified by name and/or position) to act for you in relation to this Agreement:

(i) Program Manager

1.2 The Ministry authorizes any of the following persons (identify by position) to act for us in relation to this Agreement:

(i) Resource Social Worker

(ii) Resource Team Leader

Conflict Resolution Officials

2.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director of Operations	Program Manager
Stage Two:	Executive Director of Service	Director of Operations
Stage Three:	Assistant Deputy Minister	Executive Director

SCHEDULE F – INFORMATION MANAGEMENT (RECORDS PRIVACY AND SECURITY)

Purpose

The purpose of this Schedule is to:

(a) enable the Province to comply with the Province's obligations with respect to:

(i) creation, maintenance, retention and final disposition of the Province's Records, and

(ii) protection of Personal Information collected or created under this Agreement and pursuant to FOIPPA.

(b) ensure that, as a service provider, the Contractor is aware of, and complies with, the Contractor's information management and protection (records, privacy and security) obligations with respect to:

(i) the Province's Records, and

(ii) the Protected Information collected or created under this Agreement.

Applicability

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

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

Definitions

2. In this Schedule:

(a) "**access**" means disclosure by the provision of access. For clarity, this includes the ability or opportunity of a person to view, study, or obtain a copy of records;

(b) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

(c) "**control**" (of a record) means the power or authority to manage the record throughout its life cycle, including restricting, regulating and administering its use and disclosure;

(d) "**custody**" (of a record) means having physical possession of a record, regardless of the format (e.g. paper or electronic);

(e) "**Device**" means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;

(f) "**Facilities**" means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;

(g) "***FOIPPA***" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);

(h) "**Least Privilege**" means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;

(i) "**Need-to-Know**" means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;

(j) "**Personal Information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province or the Contractor dealing with the same subject matter as the Agreement, but excluding any information that, if this Schedule did not apply to it, would not be under the control of a public body within the meaning of FOIPPA;

(k) "**Personnel**" means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor's obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;

(l) "**Policies**" means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);

(m) "**Privacy Training**" means the Province's online privacy and information sharing training course;

(n) "**Protected Information**" means any and all:

(i) "personal information" as defined in this Schedule;

(ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

(iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as "Protected Information" under this Agreement;

(o) "**Security Event Logs**" means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);

(p) "**Systems**" means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;

(q) "**Tenancy**" means those components of the Systems that:

(i) directly access and store Protected Information,

(ii) relate to Protected Information or the Province's tenancy activities, or

(iii) are customer facing and managed by the Province in its use of the Services; and

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

(i) log-on/log-off information about Province user activities, and

(ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

RECORDS MANAGEMENT

Records Retention and Disposition

3. The Contractor must return the Province's Records regardless of format to the Province within the following time frames:

   (a) within 30 calendar days of expiry or termination of the Agreement;

   (b) within 7 calendar days of the Contractor receiving a request for return from the Province;

   (c) when closed records volume is identified by the Contractor as warranting the transfer and the Province has provided written approval; or

   (d) immediately when a Contractor advises the Province that they are no longer providing services or when the Province is concerned about the management of the Province's Records following a breach of security or privacy, including an unauthorized disclosure.

PRIVACY PROTECTION

Collection of Personal Information

4. The Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect Personal Information directly from the individual the Personal Information is about.

6. Except as otherwise permitted by FOIPPA, the Contractor must tell an individual from whom the Contractor collects Personal Information:

   (a) the purpose for collecting it,

   (b) the legal authority for collecting it, and

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

Accuracy of Personal Information

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

Requests for access to Personal Information

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

Correction of Personal Information

9. Within 5 business days of receiving a written direction from the Province to correct or annotate any Personal Information, the Contractor must correct or annotate the information in accordance with the direction.

10. When issuing a written direction under section 9 of this Schedule, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 11 of this Schedule.

11. Within 5 business days of correcting or annotating any Personal Information under section 9 of this Schedule, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.

12. If the Contractor receives a request for correction of Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and provide the Provincial official's name or title and contact information to the person making the request.

Protection of Personal Information

13. The Contractor must protect Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any security arrangements expressly set out in 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 Contactor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.

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

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

    (a) verification of access levels;

    (b) creating and maintaining records of access privileges;

    (c) audit processes; and

    (d) actions to ensure access is not given before approval is granted by the Contractor.

48. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.

49. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.

50. The Contractor must ensure that all Systems and Devices:

    (a) are configured in alignment with industry standards;

(b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;

(c) automatically lock the applicable account and Systems after failed logon failures;

(d) limit the number of concurrent sessions;

(e) prevent further access to Systems by initiating a session lock; and

(f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

51. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.

52. The Contractor must ensure that Systems for password-based authentication:

(a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;

(b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;

(c) store and transmit only encrypted representations of passwords;

(d) enforce password minimum and maximum lifetime restrictions;

(e) prohibit password reuse;

(f) prevent reuse of identifiers; and

(g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

53. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:

(a) two-factor authentication for access;

(b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

54. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components

55. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.

56. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
(a) such additional period of time as the Province may instruct; or
(b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,
to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

57. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.

58. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

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

(a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");

(b) "Information Security Policy";

(c) government wide IM/IT Standards; and

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

60. The Province has the rights to:

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

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

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

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

Application development

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

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

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

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

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

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

    (a) hardening of the perimeter of the Facilities;

    (b) physical separation of public and restricted spaces;

    (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;

    (d) Access Control Systems (ACS) and/or Key Management processes; and

    (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

66. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

67. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

68. The Contractor must:

    (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;

    (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;

(c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;

(d) ensure that default passwords and shared accounts are not used for any Systems; and

(e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

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

69. The Contractor must:

(a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;

(b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and

(c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

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

(a) at such level of protection as the Province may instruct; and

(b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

71. The Contractor must ensure that for any Systems:

(a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

(b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and

(c) all access to the management network is strictly controlled and exclusively enforced though 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
Issued by ICBC: • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card **Issued by provincial or territorial government:** • Canadian birth certificate **Issued by Government of Canada:** • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record	• 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

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

Ministry:
N/A

Contractor:
N/A

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

SCHEDULE H – ADDITIONAL TERMS

Termination

Notwithstanding section 48(b) of the Terms and Conditions of the Services Agreement, the termination notice period for this agreement is 30 days.

Criminal Record Check

Despite sections 18-20 of the Terms and Conditions of the Service Agreement, terms set out below apply respecting criminal record checks and supersede sections 18 – 20 of the Terms and Conditions:

1. In accordance with the *Criminal Records Review Act*, the Contractor must ensure that the Contractor, the Contractors' employees and subcontractors undergo a criminal record check or a criminal record check verification when required in circumstances where the Contractor, the employee or subcontractor works with children as defined in the *Criminal Records Review Act*.

2. In addition to any criminal record checks or criminal records check verifications required under the *Criminal Records Review Act*, the Contractor must ensure that the Contractor and all employees, subcontractors and volunteers who have, or potentially have, unsupervised access to children or their records undergo a criminal record check that is satisfactory to the Province and that those individuals do not have unsupervised access to children or their records until the results of the criminal record check indicate no risk to children.

3. In addition to any criminal record checks or criminal record check verifications that are required by sections 1 and 2 of this Schedule, the Contractor must ensure that every person 18 years or older who resides or spends significant time in the home or place where the services are provided or are to be provided, and who has or will have significant and unsupervised access to children in that home or place, undergoes a criminal record check that is satisfactory to the Province.

4. If any of the individuals referred to in sections 2 or 3 of this Schedule moved to British Columbia within the last 10 years, the Contractor must make all reasonable efforts to obtain a verified criminal record check from the jurisdiction in which he or she was previously resident.

5. The Contractor must ensure that criminal record checks required by sections 2 and 3 of this Schedule are undertaken every 3 to 5 years as required by the Province.

6. Upon written request, the Contractor must provide the Province written confirmation that:
   (a) criminal record checks have been initiated as required by the *Criminal Records Review Act*;
   (b) criminal record checks referred to in section 2, 3, and 4, as applicable, were completed prior to work beginning or prior to unsupervised access to children or their records;
   (c) the Contractor has acted in accordance with any instructions from the Province and in accordance with the *Criminal Records Review Act*; and
   (d) all other related procedures have been followed.

Negligence Waiver

1. If the Contractor is providing Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Services.

SCHEDULE I – REPORTING REQUIREMENTS

1.1 The Contractor will submit Monthly reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Services. The required content of these reports may include, but is not limited to, the following information:

1. the quantity of services (by # of hours, # of sessions, etc.) and any variance from expected and contracted deliverables,
2. Specify other reporting information as necessary in relation to the type of service provided)

Progress Reporting

Progress report will be submitted to Guardianship social worker and Resource liaison on a monthly basis in the content and format approved by MCFD. The contractor is required to maintain a Daily Log. Also provide a monthly schedule o the youth's activities, due by the end of the first week of the month.

Critical incidences must be reported to the Guardianship social worker, family if indicated, or Centralized Intake by telephone when they occur and received in writing by the Guardianship social worker and the Resource Liaison social worker the next business day. Missing children/youth must be reported in accordance with Ministry policy.

Also need to provide annually the signed off safety plan for the youth in the home, and the behavioural support plan for the youth in the home, if appropriate.

1.2 The reports referred to in section 1.1 will be submitted within 10 business days of the end of the period specified, commencing with the first report for the period ending December 31, 2021. For the purpose of this section a "business day" is any day which is not a Saturday, a Sunday, or a statutory holiday in British Columbia.

1.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 34 of the Agreement, the Contractor will, if the Contractor wishes to negotiate a future agreement, submit to the Province, prior to the end of the 3rd quarter of the Term, a Contractor Revenue and Expense Forecast for the duration of the Funding Period in the form attached as Attachment 1.)

ATTACHMENT 1 - CONTRACTOR REVENUE AND EXPENSE FORECAST

Contractor Name/Address: Hollyburn Family Services Ltd 104 267 W. Esplanade, North Vancouver, BC V7M 1A5

Name of Program(s)/Service(s): S.A.Y. Staffed/Specialized Child Care Resource

Reporting Period (from/to): February 1, 2022 : March 31, 2022

STATEMENT OF REVENUE AND EXPENSES	Previous Year	YTD Actual	Forecast to end of Funding Period	Approved Funding	Variance
REVENUE					
MCFD Regular Payments (monthly)					
MCFD Invoiced Payments					
Other MCFD Payments (specify):					
TOTAL GROSS REVENUE					
Program/Service Expenses					
Total Compensation (wages and benefits)					
Program/Service Child Support Costs					
Program/Services Facilities Costs					
Administration Costs*					
TOTAL GROSS EXPENSES					
TOTAL NET (+/-)					

*See MCFD Contracting Financial Reporting and Management Requirements.

Comments regarding variances:

This report has been prepared from the books and records of the Contractor for the funding period ended ____. I hereby confirm to the best of my knowledge and belief, that the information contained herein, was compiled in accordance with generally accepted accounting principles. There is nothing to my knowledge that has not been disclosed in this report which would affect the accuracy and completeness of the financial information.

Signature Date

Print Name Print Title

SERVICE AGREEMENT
(Residential)

MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT

Ministry of Children and Family Development

Ministry Service Agreement No. 42930;35
S.A.Y. Staffed/Specialized Child Care Resource

The Director designated *under the Child, Family and Community Service Act*

(the "Director", "we", "us", or "our" as applicable) at the following address:

301-224 West Esplanade, North Vancouver, BC V7M 1A4

Fax Number: (604) 987-9258

Email: _____

AND Hollyburn Family Services Ltd

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

104 267 W. Esplanade, North Vancouver, BC V7M 1A5

Fax Number: (604) 926-1134

Email: _____

The term for the Agreement begins on: **February 1, 2022** (Day/Month/Year) and ends on **March 31, 2022** (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 AND AGREE THAT REFERENCES TO "THE PROVINCE" IN THE TERMS AND CONDITIONS AND SCHEDULES ARE TO BE READ AS REFERENCES TO THE "DIRECTOR" EXCEPT AS THE CONTEXT OTHERWISE REQUIRES.

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

(collectively, the "Agreement")

SIGNED AND DELIVERED on the 1 day of Feb 2022 on behalf of the Province by its duly authorized representative

Signature: [signature]

Print Name: Ashly Moar

Position: A/Director of Operations

SIGNED AND DELIVERED on the 31st day of January, 2022 or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)

Signature: [signature] for

Print Name: Alan Kwinter

Position: Executive Director

Signature:

Print Name

Position

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

SCHEDULE A – SERVICES

1.1 With the exception of the definition of Caregiver, the definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Agreement.

1.2 It is acknowledged for the purpose of this Agreement, the term:

(a) Guardian means the legal guardian of the child or children.

(b) Director means a person designated by the minister under section 91 of the *Child, Family and Community Service Act* and includes a person delegated to fulfill the powers, duties or functions of a Director pursuant to s. 92 of the *Child, Family and Community Service Act.*

(c) Care Plan means a comprehensive plan of care for a particular child developed and authorized by the Director, that:

(i) identifies specific developmental objectives based on continuous assessments of the child or youth's evolving needs and outcomes of previous decisions and actions;

(ii) continues throughout the child or youth's stay in care and is a living, working document that remains relevant as the child or youth matures and as their circumstances change; and

(iii) identifies the overall goal for the child or youth and includes assessments and actions across several domains including; placement, health, education, identity, family and social relationships, social presentation, emotional and behavioural development and self-care skills.

(d) Program Standards means any provincial standards relating to performance of particular Services as may be created and changed from time to time.

(e) Care Setting means Care Setting as described in section 1.4(b) of this schedule.

(f) Caregiver means an individual employed or retained by the Contractor to provide care for and supervision of a child residing in a Care Setting.

Desired Outcomes

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

- **Emotional health is maintained or increases**
- **Frequency of high risk behaviours and absences are reduced**
- **Attendance at school, vocational , work, day program or volunteer activity is established or increases**
- **Connection to Indigenous cultural, religious, spiritual heritage is maintained or increases**
- **Relationship with family/community is developed, maintained or improves**
- **Improve positive social connection to family, adults, peers and community**
- **Children/Youth are stabilized**
- **Daily living skills are increased**
- **Improve self-care skills and life skills.**
- **Decrease the magnitude and frequency of acting out behaviours**
- **Increase the youth's ability to manage and control their own behaviours**
- **Increase in emotional, behavioural , and life skills to the extent that a successful transition to next steps in the plan can occur**

- **Youths' will successful transition from the S.A.Y. Staffed/Specialized Child Care Resource to a less structures and/or supervised resource or to their family care home**

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

Service Deliverables

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

(a) The Contractor will provide accommodation and associated supervision for up to the specified number of children, at the following Care Setting or Care Settings:

Type of Service	Care Setting	No. of Children
Staffed/Specialized Child Care	1598 Bond St North Vancouver, BC V7J 1E7	4

(b) The child/children to be cared for in the Care Setting can be described as:

This is a bed specific contract for 4 youth ages 10 to 18 years old, who are in need of short term care as an alternative to their family home or another care setting. The youth may present extremely challenging behaviour, lack of developmental progress and be in need of assessment and stabilization. Youth may also behave in a manner which represents an extreme degree of risk to self, others, and/or property.

(c) The Service to be provided to the child/children in the Care Setting is:

Home:
This is a home that is located in the Lynn Creek area of North Vancouver. This is a large home that is a 4 bed, bed specific contract.

Caregiving Model:
This is a 4 bed staffed residential model home. There are two staff on shift at all times, one of who is working an 8 hour shift and one 24 hour/day, 7 days/week shift (168 hours/week) total of 336 hours/week direct staffing. There is also one house manager at 40 hours/week.

There is clinical practice consultation for each staff, including orientation and appraisal from an experience and qualified member/supervisor of the pertinent discipline. As well they ensure ongoing training opportunities for all staff. There is also the expectation on organizing and management of regularly scheduled case conferences and Integrated Case Management (ICM) meetings for the children in care. The first ICM will be held within 20 days of the youth's admission to the care setting.

Admission/Discharge Process:
The program will receive referrals for Placement Monday to Friday between 8:30am and 5:30pm and be able to accept youth(s) into the care setting on the same day the referral is made between 12 noon to 6pm, as agreed between the Director of Hollyburn and the Province.

Activities:

- **Encourage required health care routines.**
- **Administer medications. Monitor and report side effects.**
- **Attend Care Team meetings. Implement goals.**
- **Facilitate regular punctual attendance at school, day program/family visits/recreational activities.**
- **Provide transportation to/from appointments/school/work/day program/family visits/ recreational activities as per plan of care.**
- **Facilitate contact with appropriate religious and/or cultural community members in accordance with cultural plan.**
- **Seek out recreational opportunities. Facilitate attendance. Engage in activity as required.**
- **Provide opportunities/activities that encourage positive peer interaction.**
- **Promote youth's involvement in personal care routines.**
- **Involve youth in life skill activities that include but are not limited to: shopping/budgeting/ meal preparation/ household chores/ use of public transportation/ work experience.**
- **Support transition planning and child/youth's involvement.**
- **Provide with training and support to caregivers in dealing with crisis situations that may arise.**
- **Develop and maintain good relationships with the neighborhood and communities in which the youth reside.**

(d) In relation to the Care Plan, the Contractor agrees to:

(i) participate in the development of the Care Plan for each child placed in the Care Setting when requested by the Director;

(ii) implement those parts of the child's Care Plan related to the child's residential placement including the child's safety and well-being in association with the residential placement; and

(iii) measure achievement of goals related to the child's residential placement, as stated in each child's Care Plan.

(e) The Contractor agrees to cooperate with:

(i) any valid custody or access orders or agreements relating to the child as permitted or instructed by the Director; and

(ii) the parent(s)/Guardian of the child, when specified in the Care Plan or as permitted or instructed by the Director.

(f) The Contractor agrees to support and encourage the child's relationship with their parent(s), sibling(s), extended family and/or Guardian and Indigenous community if applicable, according to the Care Plan for the child.

(g) Critical incidents must be reported:

(i) immediately when they occur to the Director, family where appropriate or emergency and after-hours telephone line; and

(ii) in writing the next business day to the Director and the contract Resource Social Worker.

(h) The Contractor will provide the Director full information and particulars concerning a child upon request of the Director.

(i) The Contractor will ensure all information, statements and documents submitted to the Director in connection with the Schedules are true and correct.

(j) The Contractor will provide timely access to the child by:

(i) the Director; and

(ii) those persons authorized by the Director.

(k) The Contractor will not permit the child to leave the province of British Columbia without the written permission of the Director.

(l) The Contractor will remain actively engaged in the Care Setting's community to support and maintain good relationships with the neighbours.

(m) The Contractor will notify the Director immediately of any complaints received by the public in relation to the Care Setting.

(n) The performance of the Agreement during its Term will be monitored in accordance with the Ministry of Children and Family Development Caregiver Support Services Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services.

(o) The Director may from time to time, in writing or verbally, give reasonable instructions to the Contractor as to the performance of Services. The Contractor must comply with those instructions.

(p) If the Contractor is unable to meet their obligations for the care of one or more children under this Agreement, the Contractor must immediately notify the Director

Policies and Standards

1.5 The Contractor must comply with all applicable policies and Program Standards including:

(a) Assessment and Approval of Caregivers by Contracted Agencies

(b) Criminal Record Check Procedures for Contracted Agencies

(c) Caregiver Support Service Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services

(d) Investigations of Contracted Agencies

(e) Standards for Staffed Children's Residential Services

(f) Standards for Foster Home, as required

(g) Accreditation Standards, if applicable

1.6 The Director must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in material change to the Services will require renegotiation of the Schedule(s) relating to the Services affected.

Rights and obligations of the Director

1.7 The Director will make available to the Contractor all information in the Director's custody which the Director reasonably considers to be required by the Contractor to perform the Services. In particular, the Director will make available to the Contractor all information which may be relevant to the safety and well being of a child and a Caregiver.

1.8 The Director may, at any time, in his or her sole discretion, retake care of a child who is receiving Services.

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

1.1 Subject to the provisions of this 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.

Payment

2.1 Subject to paragraph 1.1, the Province will make payments to the Contractor in the following amounts and manner:

(a) The Contractor will receive the payments described below during the term of the Agreement. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.

(b) The fixed monthly rate and per diem rate shall be in accordance with current provincial policy as updated from time to time. No modification of this Agreement is required in the event of a change in the fixed rates in policy. It is understood that any subsequent changes to the provincial fixed monthly and per diem applicable to this Agreement will result in an automatic adjustment to the aggregate amount of this Agreement from the date the change in policy takes effect. The Director will inform the Contractor of any changes in fixed rates.

(c) For the following Services the fixed monthly rate and the per diem rate shall remain as listed below for the Term of the Agreement.

Services	Capacity	Fixed Monthly	Per Diem Monthly	Total Payment
Staffed/Specialized Child Care	4	s.16; s.17		s.16; s.17
Total:				

Start up:
There are no start-up costs associated with this contract.

Invoices:
Any invoices will be approved in advanced and will be completed on a billable basis. Invoices will be submitted in a timely manner and will include the Critical incident Report any damage is associated with, the day, and the amount paid.

General:
Approval of the contract liaison social worker is required prior to the provision of any services or purchases not included in the attached budget. Invoices for purchases must be supported by receipts and must be submitted no later than 30 days after the purchase. Invoices for

services must be submitted on a monthly basis and must be supported by details of the services. Invoices submitted for services and purchases in the previous MCFD fiscal year will not be accepted past April 30th.

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

1. The following persons, groups of persons, or organizations, are specified as subcontractors under section 12 of the Agreement:

N/A

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 authorizes any of the following persons, (identified by name and/or position) to act for you in relation to this Agreement:

(i) Program Manager

1.2 The Ministry authorizes any of the following persons (identify by position) to act for us in relation to this Agreement:

(i) Resource Social Worker

(ii) Resource Team Leader

Conflict Resolution Officials

2.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director of Operations	Program Manager
Stage Two:	Executive Director of Service	Director of Operations
Stage Three:	Assistant Deputy Minister	Executive Director

SCHEDULE F – INFORMATION MANAGEMENT (RECORDS PRIVACY AND SECURITY)

Purpose

The purpose of this Schedule is to:

(a) enable the Province to comply with the Province's obligations with respect to:

(i) creation, maintenance, retention and final disposition of the Province's Records, and

(ii) protection of Personal Information collected or created under this Agreement and pursuant to FOIPPA.

(b) ensure that, as a service provider, the Contractor is aware of, and complies with, the Contractor's information management and protection (records, privacy and security) obligations with respect to:

(i) the Province's Records, and

(ii) the Protected Information collected or created under this Agreement.

Applicability

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

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

Definitions

2. In this Schedule:

(a) "**access**" means disclosure by the provision of access. For clarity, this includes the ability or opportunity of a person to view, study, or obtain a copy of records;

(b) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

(c) "**control**" (of a record) means the power or authority to manage the record throughout its life cycle, including restricting, regulating and administering its use and disclosure;

(d) "**custody**" (of a record) means having physical possession of a record, regardless of the format (e.g. paper or electronic);

(e) "**Device**" means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;

(f) "**Facilities**" means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;

(g) "***FOIPPA***" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);

(h) **"Least Privilege"** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;

(i) **"Need-to-Know"** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;

(j) **"Personal Information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province or the Contractor dealing with the same subject matter as the Agreement, but excluding any information that, if this Schedule did not apply to it, would not be under the control of a public body within the meaning of FOIPPA;

(k) **"Personnel"** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor's obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;

(l) **"Policies"** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);

(m) **"Privacy Training"** means the Province's online privacy and information sharing training course;

(n) **"Protected Information"** means any and all:

(i) "personal information" as defined in this Schedule;

(ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

(iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as "Protected Information" under this Agreement;

(o) **"Security Event Logs"** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);

(p) **"Systems"** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;

(q) **"Tenancy"** means those components of the Systems that:

(i) directly access and store Protected Information,

(ii) relate to Protected Information or the Province's tenancy activities, or

(iii) are customer facing and managed by the Province in its use of the Services; and

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

(i) log-on/log-off information about Province user activities, and

(ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

RECORDS MANAGEMENT

Records Retention and Disposition

3. The Contractor must return the Province's Records regardless of format to the Province within the following time frames:

   (a) within 30 calendar days of expiry or termination of the Agreement;

   (b) within 7 calendar days of the Contractor receiving a request for return from the Province;

   (c) when closed records volume is identified by the Contractor as warranting the transfer and the Province has provided written approval; or

   (d) immediately when a Contractor advises the Province that they are no longer providing services or when the Province is concerned about the management of the Province's Records following a breach of security or privacy, including an unauthorized disclosure.

PRIVACY PROTECTION

Collection of Personal Information

4. The Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect Personal Information directly from the individual the Personal Information is about.

6. Except as otherwise permitted by FOIPPA, the Contractor must tell an individual from whom the Contractor collects Personal Information:

   (a) the purpose for collecting it,

   (b) the legal authority for collecting it, and

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

Accuracy of Personal Information

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

Requests for access to Personal Information

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

Correction of Personal Information

9. Within 5 business days of receiving a written direction from the Province to correct or annotate any Personal Information, the Contractor must correct or annotate the information in accordance with the direction.

10. When issuing a written direction under section 9 of this Schedule, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 11 of this Schedule.

11. Within 5 business days of correcting or annotating any Personal Information under section 9 of this Schedule, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.

12. If the Contractor receives a request for correction of Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and provide the Provincial official's name or title and contact information to the person making the request.

Protection of Personal Information

13. The Contractor must protect Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any security arrangements expressly set out in 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 Contactor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.

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

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

    (a) verification of access levels;

    (b) creating and maintaining records of access privileges;

    (c) audit processes; and

    (d) actions to ensure access is not given before approval is granted by the Contractor.

48. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.

49. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.

50. The Contractor must ensure that all Systems and Devices:

    (a) are configured in alignment with industry standards;

(b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;

(c) automatically lock the applicable account and Systems after failed logon failures;

(d) limit the number of concurrent sessions;

(e) prevent further access to Systems by initiating a session lock; and

(f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

51. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.

52. The Contractor must ensure that Systems for password-based authentication:

(a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;

(b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;

(c) store and transmit only encrypted representations of passwords;

(d) enforce password minimum and maximum lifetime restrictions;

(e) prohibit password reuse;

(f) prevent reuse of identifiers; and

(g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

53. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:

(a) two-factor authentication for access;

(b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

54. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components

55. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.

56. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
(a) such additional period of time as the Province may instruct; or
(b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,
to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

57. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.

58. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

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

(a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");

(b) "Information Security Policy";

(c) government wide IM/IT Standards; and

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

60. The Province has the rights to:

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

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

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

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

Application development

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

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

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

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

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

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

    (a) hardening of the perimeter of the Facilities;

    (b) physical separation of public and restricted spaces;

    (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;

    (d) Access Control Systems (ACS) and/or Key Management processes; and

    (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

66. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

67. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

68. The Contractor must:

    (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;

    (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;

(c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;

(d) ensure that default passwords and shared accounts are not used for any Systems; and

(e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

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

69. The Contractor must:

(a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;

(b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and

(c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

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

(a) at such level of protection as the Province may instruct; and

(b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

71. The Contractor must ensure that for any Systems:

(a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

(b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and

(c) all access to the management network is strictly controlled and exclusively enforced though 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
Issued by ICBC: • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card **Issued by provincial or territorial government:** • Canadian birth certificate **Issued by Government of Canada:** • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record	• 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

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

Ministry:
N/A

Contractor:
N/A

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

SCHEDULE H – ADDITIONAL TERMS

Termination

Notwithstanding section 48(b) of the Terms and Conditions of the Services Agreement, the termination notice period for this agreement is 30 days.

Criminal Record Check

Despite sections 18-20 of the Terms and Conditions of the Service Agreement, terms set out below apply respecting criminal record checks and supersede sections 18 – 20 of the Terms and Conditions:

1. In accordance with the *Criminal Records Review Act*, the Contractor must ensure that the Contractor, the Contractors' employees and subcontractors undergo a criminal record check or a criminal record check verification when required in circumstances where the Contractor, the employee or subcontractor works with children as defined in the *Criminal Records Review Act*.

2. In addition to any criminal record checks or criminal records check verifications required under the *Criminal Records Review Act*, the Contractor must ensure that the Contractor and all employees, subcontractors and volunteers who have, or potentially have, unsupervised access to children or their records undergo a criminal record check that is satisfactory to the Province and that those individuals do not have unsupervised access to children or their records until the results of the criminal record check indicate no risk to children.

3. In addition to any criminal record checks or criminal record check verifications that are required by sections 1 and 2 of this Schedule, the Contractor must ensure that every person 18 years or older who resides or spends significant time in the home or place where the services are provided or are to be provided, and who has or will have significant and unsupervised access to children in that home or place, undergoes a criminal record check that is satisfactory to the Province.

4. If any of the individuals referred to in sections 2 or 3 of this Schedule moved to British Columbia within the last 10 years, the Contractor must make all reasonable efforts to obtain a verified criminal record check from the jurisdiction in which he or she was previously resident.

5. The Contractor must ensure that criminal record checks required by sections 2 and 3 of this Schedule are undertaken every 3 to 5 years as required by the Province.

6. Upon written request, the Contractor must provide the Province written confirmation that:
   (a) criminal record checks have been initiated as required by the *Criminal Records Review Act*;
   (b) criminal record checks referred to in section 2, 3, and 4, as applicable, were completed prior to work beginning or prior to unsupervised access to children or their records;
   (c) the Contractor has acted in accordance with any instructions from the Province and in accordance with the *Criminal Records Review Act*; and
   (d) all other related procedures have been followed.

Negligence Waiver

1. If the Contractor is providing Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Services.

SCHEDULE I – REPORTING REQUIREMENTS

1.1 The Contractor will submit Monthly reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Services. The required content of these reports may include, but is not limited to, the following information:

1. the quantity of services (by # of hours, # of sessions, etc.) and any variance from expected and contracted deliverables,
2. Specify other reporting information as necessary in relation to the type of service provided)

Progress Reporting

Progress report will be submitted to Guardianship social worker and Resource liaison on a monthly basis in the content and format approved by MCFD. The contractor is required to maintain a Daily Log. Also provide a monthly schedule o the youth's activities, due by the end of the first week of the month.

Critical incidences must be reported to the Guardianship social worker, family if indicated, or Centralized Intake by telephone when they occur and received in writing by the Guardianship social worker and the Resource Liaison social worker the next business day. Missing children/youth must be reported in accordance with Ministry policy.

Also need to provide annually the signed off safety plan for the youth in the home, and the behavioural support plan for the youth in the home, if appropriate.

1.2 The reports referred to in section 1.1 will be submitted within 10 business days of the end of the period specified, commencing with the first report for the period ending December 31, 2021. For the purpose of this section a "business day" is any day which is not a Saturday, a Sunday, or a statutory holiday in British Columbia.

1.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 34 of the Agreement, the Contractor will, if the Contractor wishes to negotiate a future agreement, submit to the Province, prior to the end of the 3rd quarter of the Term, a Contractor Revenue and Expense Forecast for the duration of the Funding Period in the form attached as Attachment 1.)

ATTACHMENT 1 - CONTRACTOR REVENUE AND EXPENSE FORECAST

Contractor Name/Address: Hollyburn Family Services Ltd 104 267 W. Esplanade, North Vancouver, BC V7M 1A5

Name of Program(s)/Service(s): S.A.Y. Staffed/Specialized Child Care Resource

Reporting Period (from/to): February 1, 2022 : March 31, 2022

STATEMENT OF REVENUE AND EXPENSES	Previous Year	YTD Actual	Forecast to end of Funding Period	Approved Funding	Variance
REVENUE					
MCFD Regular Payments (monthly)					
MCFD Invoiced Payments					
Other MCFD Payments (specify):					
TOTAL GROSS REVENUE					
Program/Service Expenses					
Total Compensation (wages and benefits)					
Program/Service Child Support Costs					
Program/Services Facilities Costs					
Administration Costs*					
TOTAL GROSS EXPENSES					
TOTAL NET (+/-)					

*See MCFD Contracting Financial Reporting and Management Requirements.

Comments regarding variances:

This report has been prepared from the books and records of the Contractor for the funding period ended ____. I hereby confirm to the best of my knowledge and belief, that the information contained herein, was compiled in accordance with generally accepted accounting principles. There is nothing to my knowledge that has not been disclosed in this report which would affect the accuracy and completeness of the financial information.

Signature Date

Print Name Print Title

SERVICE AGREEMENT
(Residential)

MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT

Ministry of Children and Family Development

Ministry Service Agreement No. 83702;9
PARK HOUSE

The Director designated *under the Child, Family and Community Service Act*

(the "Director", "we", "us", or "our" as applicable) at the following address:

9th Floor, 1177 Broadway W, Vancouver, BC V6H 1G3

Fax Number: (604) 660-0775

Email: Jyoti.Rikhi@gov.bc.ca

AND Milieu Children & Family Services Inc

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

17733 - 66th Ave, Surrey, BC V3S 7X1

Fax Number:

Email: _____

The term for the Agreement begins on: **April 1, 2020** (Day/Month/Year) and ends on **March 31, 2021** (Day/Month/Year)

THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THE SERVICE AGREEMENT LOCATED ON THE MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT'S WEBSITE, VERSION 1.3 DATED FEBRUARY 10, 2020, AND AGREE TO BE BOUND BY THE SCHEDULES LISTED BELOW AND ATTACHED TO THIS AGREEMENT AND AGREE THAT REFERENCES TO "THE PROVINCE" IN THE TERMS AND CONDITIONS AND SCHEDULES ARE TO BE READ AS REFERENCES TO THE "DIRECTOR" EXCEPT AS THE CONTEXT OTHERWISE REQUIRES.

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

(collectively, the "Agreement")

SIGNED AND DELIVERED on the 15 day of April, 2020 on behalf of the Province by its duly authorized representative

Signature: [signature]

Print Name: Jyoti Rikhi

Position: Director of Operations

SIGNED AND DELIVERED on the 25 day of March 2020 or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)

Signature: [signature]

Print Name: Cynthia Rolling

Position: Executive Director

Signature:

Print Name

Position

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

SCHEDULE A – SERVICES

1.1 With the exception of the definition of Caregiver, the definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Agreement.

1.2 It is acknowledged for the purpose of this Agreement, the term:

(a) Guardian means the legal guardian of the child or children.

(b) Director means a person designated by the minister under section 91 of the *Child, Family and Community Service Act* and includes a person delegated to fulfill the powers, duties or functions of a Director pursuant to s. 92 of the *Child, Family and Community Service Act.*

(c) Care Plan means a comprehensive plan of care for a particular child developed and authorized by the Director, that:

(i) identifies specific developmental objectives based on continuous assessments of the child or youth's evolving needs and outcomes of previous decisions and actions;

(ii) continues throughout the child or youth's stay in care and is a living, working document that remains relevant as the child or youth matures and as their circumstances change; and

(iii) identifies the overall goal for the child or youth and includes assessments and actions across several domains including; placement, health, education, identity, family and social relationships, social presentation, emotional and behavioural development and self-care skills.

(d) Program Standards means any provincial standards relating to performance of particular Services as may be created and changed from time to time.

(e) Care Setting means Care Setting as described in section 1.4(b) of this schedule.

(f) Caregiver means an individual employed or retained by the Contractor to provide care for and supervision of a child residing in a Care Setting.

Desired Outcomes

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

- **Improve positive social connection to family, adults, peers and community.**
- **Increase attendance in school/work/training/appropriate activities.**
- **Improve self care skills and life skills.**
- **Emotional health is maintained or increased.**
- **Frequency of high risk behaviours and critical incidences are reduced.**
- **Connection to Aboriginal cultural, religious, spiritual heritage is maintained or increased.**
- **Social and peer relationships improve.**
- **Child/youth are stabilized.**
- **Increase in emotional, behavioural, and life skills to the extent that a successful transition to a less intensive residential setting, independent living and/or other permanent options can occur.**

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

Service Deliverables

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

(a) The Contractor will provide accommodation and associated supervision for up to the specified number of children, at the following Care Setting or Care Settings:

Type of Service	Care Setting	No. of Children
Staffed/Specialized Child Care	2266 E. 28th Ave. Vancouver, BC V5N 2Y2	5

(b) The child/children to be cared for in the Care Setting can be described as:

Male and/or female children between the ages of 12 and 18 who may present extremely challenging behavior and/or lack of developmental progress and who regularly behave in a manner which presents an extreme risk to self, others, and/or property.

(c) The Service to be provided to the child/children in the Care Setting is:

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

The Province will appoint ministry liaison officer(s) for the Contractor's Residential Programs. The Parties agree to meet during the Funding Period to review the *Service Deliverables* and any other issues of mutual concern, including the following:

- **program elements and mandate;**
- **access criteria;**
- **intake and referral processes;**
- **numbers of clients to be served;**
- **hours of direct client service per family by program;**
- **wait-list management;**
- **exceptions to normal practice;**
- **critical incident reporting procedures;**
- **issue management;**
- **program liaison;**
- **orientation.**

The Contractor provides the following residential program:

- **Park House is a 5 bed licensed staffed treatment residential resource where children can remain for an indeterminate length of time depending on their individual needs. The staff assist children in making the transition back to family, foster family or independent living.**
- **Staffing Model: 170hours/week 2X daytime child/youth workers, 40 hours/week 1X senior worker, 56 hours/week awake overnight.**

(d) In relation to the Care Plan, the Contractor agrees to:

(i) participate in the development of the Care Plan for each child placed in the Care Setting when requested by the Director;

(ii) implement those parts of the child's Care Plan related to the child's residential placement including the child's safety and well-being in association with the residential placement; and

(iii) measure achievement of goals related to the child's residential placement, as stated in each child's Care Plan.

(e) The Contractor agrees to cooperate with:

(i) any valid custody or access orders or agreements relating to the child as permitted or instructed by the Director; and

(ii) the parent(s)/Guardian of the child, when specified in the Care Plan or as permitted or instructed by the Director.

(f) The Contractor agrees to support and encourage the child's relationship with their parent(s), sibling(s), extended family and/or Guardian and Indigenous community if applicable, according to the Care Plan for the child.

(g) Critical incidents must be reported:

(i) immediately when they occur to the Director, family where appropriate or emergency and after-hours telephone line; and

(ii) in writing the next business day to the Director and the contract Resource Social Worker.

(h) The Contractor will provide the Director full information and particulars concerning a child upon request of the Director.

(i) The Contractor will ensure all information, statements and documents submitted to the Director in connection with the Schedules are true and correct.

(j) The Contractor will provide timely access to the child by:

(i) the Director; and

(ii) those persons authorized by the Director.

(k) The Contractor will not permit the child to leave the province of British Columbia without the written permission of the Director.

(l) The Contractor will remain actively engaged in the Care Setting's community to support and maintain good relationships with the neighbours.

(m) The Contractor will notify the Director immediately of any complaints received by the public in relation to the Care Setting.

(n) The performance of the Agreement during its Term will be monitored in accordance with the Ministry of Children and Family Development Caregiver Support Services Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services.

(o) The Director may from time to time, in writing or verbally, give reasonable instructions to the Contractor as to the performance of Services. The Contractor must comply with those instructions.

(p) If the Contractor is unable to meet their obligations for the care of one or more children under this Agreement, the Contractor must immediately notify the Director

Policies and Standards

1.5 The Contractor must comply with all applicable policies and Program Standards including:

(a) Assessment and Approval of Caregivers by Contracted Agencies

(b) Criminal Record Check Procedures for Contracted Agencies

(c) Caregiver Support Service Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services

(d) Investigations of Contracted Agencies

(e) Standards for Staffed Children's Residential Services

(f) Standards for Foster Home, as required

(g) Accreditation Standards, if applicable

1.6 The Director must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in material change to the Services will require renegotiation of the Schedule(s) relating to the Services affected.

Rights and obligations of the Director

1.7 The Director will make available to the Contractor all information in the Director's custody which the Director reasonably considers to be required by the Contractor to perform the Services. In particular, the Director will make available to the Contractor all information which may be relevant to the safety and well being of a child and a Caregiver.

1.8 The Director may, at any time, in his or her sole discretion, retake care of a child who is receiving Services.

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

1.1 Subject to the provisions of this 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.

Payment

2.1 Subject to paragraph 1.1, the Province will make payments to the Contractor in the following amounts and manner:

(a) The Contractor will receive the payments described below during the term of the Agreement. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.

(b) The fixed monthly rate and per diem rate shall be in accordance with current provincial policy as updated from time to time. No modification of this Agreement is required in the event of a change in the fixed rates in policy. It is understood that any subsequent changes to the provincial fixed monthly and per diem applicable to this Agreement will result in an automatic adjustment to the aggregate amount of this Agreement from the date the change in policy takes effect. The Director will inform the Contractor of any changes in fixed rates.

(c) For the following Services the fixed monthly rate and the per diem rate shall remain as listed below for the Term of the Agreement.

Services	Capacity	Fixed Monthly	Per Diem Monthly	Total Payment
Staffed/Specialized Child Care	5	s.16; s.17		s.16; s.17
Total:				

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

1. The following persons, groups of persons, or organizations, are specified as subcontractors under section 12 of the Agreement:

Not Applicable

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 authorizes any of the following persons, (identified by name and/or position) to act for you in relation to this Agreement:

(i) Not Applicable

1.2 The Ministry authorizes any of the following persons (identify by position) to act for us in relation to this Agreement:

(i) Resource Social Worker

(ii) Team Leader, & Director of Operations

Conflict Resolution Officials

2.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director of Operations	Program Supervisor
Stage Two:	Executive Director of Service	Program Director
Stage Three:	Deputy Minister or Desginage	Executive Director

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

Purpose

The purpose of this Schedule is to:

(a) enable the Province to comply with the Province's obligations with respect to:
  (i) creation, maintenance, retention and final disposition of the Province's Records, and
  (ii) protection of Personal Information collected under this Agreement and pursuant to *FOIPPA* and the *Child, Family and Community Service Act*.

(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 under *FOIPPA* 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 collected or created under this Agreement.

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**" has the same meaning as in FOIPPA;
  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) "**Privacy Training**" means the Province's online privacy and information sharing training course;
  h) "**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.

PRIVACY PROTECTION

Collection of Personal Information

2. 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.

3. The Contractor must collect Personal Information directly from the individual the information is about, unless the indirect collection is authorized under section 27 of FOIPPA.

4. Where the Contractor collects Personal Information from an individual the information is about the Contractor must tell the individual:

   (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

5. 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

6. 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

7. 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.

8. When issuing a written direction under section 7 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 9 of this Schedule.

9. Within 5 business days of correcting or annotating any Personal Information under section 7 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.

10. 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

11. 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

12. 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

13. 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.

14. If the Contractor receives any information which would identify a young person to whom it relates as a young person dealt with under the *Youth Criminal Justice Act*, the Contractor must:

   a. keep the information separate from any other record of the young person to whom the information relates;

   b. ensure that no other person has access to the information; and

   c. destroy the information when the information is no longer required for the purpose for which it was disclosed.

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. The Contractor must not disclose Personal Information relating to a child who receives or received Services under this Agreement, or that child's family, except to the Director or a person designated by the Director unless compelled to do so pursuant to court rules, a court order or subpoena. Despite this general prohibition against disclosure, the Contractor may disclose Personal Information relating to the child or the child's family, on a strictly need to know basis, to persons who are involved with supervising, teaching or caring for the child.

17. The Contractor must not disclose any information which would identify a young person to whom it relates as a young person dealt with under the *Youth Criminal Justice Act* unless the disclosure is to another person engaged in the supervision or care of the young person and the disclosure is necessary:

    a. to ensure compliance with an order of the youth justice court;

    b. to ensure the safety of staff, students or other persons; or

    c. to facilitate the rehabilitation of the young person.

18. The Contractor may only disclose Personal Information outside Canada if authorized under section 33.1 of FOIPPA.

19. The Contractor may only disclose Personal Information, whether inside or outside of Canada, to any person other than the Province if the disclosure is for the performance of the Contractors obligations, or the exercise of the Contractor's rights, under the Agreement.

SECURITY

Services Worker confidentiality agreements

20. The Contractor must immediately provide notice to the Director of any suspected information incident that threatens privacy or information security.

21. 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

22. 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

23. 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

24. 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.

25. 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

26. 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.

27. For the purposes of section 26 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

28. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 23 and 24 of this Schedule.

Retention of Information

29. With the exception of information that the Contractor must destroy in accordance with section 13 of this Schedule, the Contractor must retain all Province Records until directed by the Province in writing to dispose of them or to deliver them as specified in the direction.

Secure Storage

30. Until disposed of or delivered in accordance with section 13, the Contractor must securely store records that contain Personal Information while in the Contractor's custody.

GENERAL

Privacy Training

31. 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

32. 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 personal 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*.

33. 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

34. The Contractor must, in relation to the Personal Information, comply with:

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

(b) section 75 of the *Child, Family and Community Service Act*; and

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

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

36. 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 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.

37. If the Province conducts a review of a matter described in section 32 or 33 of this Schedule (whether or not the matter came to the attention of the Province as a result of a notification under section 32 or 33 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

38. 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.

39. 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.

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

41. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 42 of this Schedule, the law of any jurisdiction outside Canada.

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

SCHEDULE F – APPENDIX F1 – SECURITY SCREENING REQUIREMENTS

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

Verification of name, date of birth and address

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

Primary Identification	Secondary Identification
Issued by ICBC: • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card **Issued by provincial or territorial government:** • Canadian birth certificate **Issued by Government of Canada:** • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record	• 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

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

Not Applicable

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

Not Applicable

SCHEDULE H – ADDITIONAL TERMS

Termination

Notwithstanding section 48(b) of the Terms and Conditions of the Services Agreement, the termination notice period for this agreement is 30 days.

Criminal Record Check

Despite sections 18-20 of the Terms and Conditions of the Service Agreement, terms set out below apply respecting criminal record checks and supersede sections 18 – 20 of the Terms and Conditions:

1. In accordance with the *Criminal Records Review Act*, the Contractor must ensure that the Contractor, the Contractors' employees and subcontractors undergo a criminal record check or a criminal record check verification when required in circumstances where the Contractor, the employee or subcontractor works with children as defined in the *Criminal Records Review Act*.

2. In addition to any criminal record checks or criminal records check verifications required under the *Criminal Records Review Act*, the Contractor must ensure that the Contractor and all employees, subcontractors and volunteers who have, or potentially have, unsupervised access to children or their records undergo a criminal record check that is satisfactory to the Province and that those individuals do not have unsupervised access to children or their records until the results of the criminal record check indicate no risk to children.

3. In addition to any criminal record checks or criminal record check verifications that are required by sections 1 and 2 of this Schedule, the Contractor must ensure that every person 18 years or older who resides or spends significant time in the home or place where the services are provided or are to be provided, and who has or will have significant and unsupervised access to children in that home or place, undergoes a criminal record check that is satisfactory to the Province.

4. If any of the individuals referred to in sections 2 or 3 of this Schedule moved to British Columbia within the last 10 years, the Contractor must make all reasonable efforts to obtain a verified criminal record check from the jurisdiction in which he or she was previously resident.

5. The Contractor must ensure that criminal record checks required by sections 2 and 3 of this Schedule are undertaken every 3 to 5 years as required by the Province.

6. Upon written request, the Contractor must provide the Province written confirmation that:
   (a) criminal record checks have been initiated as required by the *Criminal Records Review Act*;
   (b) criminal record checks referred to in section 2, 3, and 4, as applicable, were completed prior to work beginning or prior to unsupervised access to children or their records;
   (c) the Contractor has acted in accordance with any instructions from the Province and in accordance with the *Criminal Records Review Act*; and
   (d) all other related procedures have been followed.

Negligence Waiver

1. If the Contractor is providing Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Services.

SCHEDULE I – REPORTING REQUIREMENTS

1.1 The Contractor will submit Monthly reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Services. The required content of these reports may include, but is not limited to, the following information:

1. the quantity of services (by # of hours, # of sessions, etc.) and any variance from expected and contracted deliverables,
2. Specify other reporting information as necessary in relation to the type of service provided)

1.2 The reports referred to in section 1.1 will be submitted within 10 business days of the end of the period specified, commencing with the first report for the period ending April 30, 2020. For the purpose of this section a "business day" is any day which is not a Saturday, a Sunday, or a statutory holiday in British Columbia.

1.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 34 of the Agreement, the Contractor will, if the Contractor wishes to negotiate a future agreement, submit to the Province, prior to the end of the 3rd quarter of the Term, a Contractor Revenue and Expense Forecast for the duration of the Funding Period in the form attached as Attachment 1.)

ATTACHMENT 1 - CONTRACTOR REVENUE AND EXPENSE FORECAST

Contractor Name/Address: Milieu Children & Family Services Inc 17733 - 66th Ave, Surrey, BC V3S 7X1

Name of Program(s)/Service(s): PARK HOUSE

Reporting Period (from/to): April 1, 2020 : March 31, 2021

STATEMENT OF REVENUE AND EXPENSES	Previous Year	YTD Actual	Forecast to end of Funding Period	Approved Funding	Variance
REVENUE					
MCFD Regular Payments (monthly)					
MCFD Invoiced Payments					
Other MCFD Payments (specify):					
TOTAL GROSS REVENUE					
Program/Service Expenses					
Total Compensation (wages and benefits)					
Program/Service Child Support Costs					
Program/Services Facilities Costs					
Administration Costs*					
TOTAL GROSS EXPENSES					
TOTAL NET (+/-)					

*See MCFD Contracting Financial Reporting and Management Requirements.

Comments regarding variances:

This report has been prepared from the books and records of the Contractor for the funding period ended ____. I hereby confirm to the best of my knowledge and belief, that the information contained herein, was compiled in accordance with generally accepted accounting principles. There is nothing to my knowledge that has not been disclosed in this report which would affect the accuracy and completeness of the financial information.

Signature Date

Print Name Print Title

BRITISH COLUMBIA

Ministry of
Children and Family Development

MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Children and Family Development
a "Director"
(the "Province", a "Director" as applicable)

AND

Milieu Children & Family Services Inc
(the "Contractor", "you", or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement number **83702;9** and dated **April 1, 2020**, (the "Agreement").

B. The parties have agreed to modify the Agreement effective **April 1, 2020**.

AGREEMENT

The parties agree as follows:

1. The fixed rate for service Staffed/Specialized Child Care has been changed to s.16; s.17
2. The Agreement End Date is: March 31, 2021
3. Additional Details: the monthly fixed payment is increased by s.16; s.17 (comprised of 2% General Wage Increase (GWI) under Sustainable Services Negotiating Mandate (SSNM)).
4. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the _____ day of _____, **2020**.

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

Authorized Representative	Name	Title
	Jyoti Rikhi	Director of Operations

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

Contractor or Authorized Signatory	Name	Title
	Cynthia Roling	Executive Director

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

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

1.1 Subject to the provisions of this 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.

Payment

2.1 Subject to paragraph 1.1, the Province will make payments to the Contractor in the following amounts and manner:

(a) The Contractor will receive the payments described below during the term of the Agreement. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.

(b) The fixed monthly rate and per diem rate shall be in accordance with current provincial policy as updated from time to time. No modification of this Agreement is required in the event of a change in the fixed rates in policy. It is understood that any subsequent changes to the provincial fixed monthly and per diem applicable to this Agreement will result in an automatic adjustment to the aggregate amount of this Agreement from the date the change in policy takes effect. The Director will inform the Contractor of any changes in fixed rates.

(c) For the following Services the fixed monthly rate and the per diem rate shall remain as listed below for the Term of the Agreement.

Services	Capacity	Fixed Monthly	Per Diem Monthly	Total Payment
Staffed/Specialized Child Care	5	s.16; s.17		s.16; s.17
Total:				

BRITISH COLUMBIA

Ministry of
Children and Family Development

MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Children and Family Development
a "Director"
(the "Province", a "Director" as applicable)

AND

Milieu Children & Family Services Inc
(the "Contractor", "you", or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement number **83702;10** and dated **April 1, 2020**, (the "Agreement").

B. The parties have agreed to modify the Agreement effective **May 31, 2020**.

AGREEMENT

The parties agree as follows:

1. The fixed rate for service Staffed/Specialized Child Care has been changed to s.16; s.17
2. The Agreement End Date is: March 31, 2021
3. Additional Details: Contract amended to add staffing to allow for 2:1 staffing at all times; shifts added are 10pm-12am and 12am-8am (awake overnight). Base position is at Park House; however, worker is to travel to Vimy House as needed, and any other Vancouver-Richmond MCFD Milieu program with prior discussion. .
4. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 28th day of May, 2020.

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

Authorized Representative

Name
Jyoti Rikhi

Title
Director of Operations

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

Contractor or Authorized Signatory

Name
Cynthia Roling

Title
Executive Director

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SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

1.1 Subject to the provisions of this 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.

Payment

2.1 Subject to paragraph 1.1, the Province will make payments to the Contractor in the following amounts and manner:

(a) The Contractor will receive the payments described below during the term of the Agreement. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.

(b) The fixed monthly rate and per diem rate shall be in accordance with current provincial policy as updated from time to time. No modification of this Agreement is required in the event of a change in the fixed rates in policy. It is understood that any subsequent changes to the provincial fixed monthly and per diem applicable to this Agreement will result in an automatic adjustment to the aggregate amount of this Agreement from the date the change in policy takes effect. The Director will inform the Contractor of any changes in fixed rates.

(c) For the following Services the fixed monthly rate and the per diem rate shall remain as listed below for the Term of the Agreement.

Services	Capacity	Fixed Monthly	Per Diem Monthly	Total Payment
Staffed/Specialized Child Care	5	s.16; s.17		s.16; s.17
Total:				

BRITISH COLUMBIA

Ministry of
Children and Family Development

MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Children and Family Development
a "Director"
(the "Province", a "Director" as applicable)

AND

Milieu Children & Family Services Inc
(the "Contractor", "you", or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement number 83702;11 and dated April 1, 2020, (the "Agreement").

B. The parties have agreed to modify the Agreement effective December 11, 2020.

AGREEMENT

The parties agree as follows:

1. An additional contract payment in the amount of s.16; s.17 resulting in a new aggregate amount of s.16; s.17 The reason for the payment is Extra day suppport staff hours at Park House for s.22 These hours are for October 2020, 476 hours (Average 15.88 hours per day) at the rate of s.16; s.17
2. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the _____ day of _____, _____.

SIGNED AND DELIVERED on behalf of the Province by its authorized representative:	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a Corporation)
Authorized Representative	Contractor or Authorized Signatory
Name Jyoti Rikhi	Name Cynthia Roling
Title Director of Operations	Title Executive Director

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BRITISH COLUMBIA

Ministry of
Children and Family Development

MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Children and Family Development
a "Director"
(the "Province", a "Director" as applicable)

AND

Milieu Children & Family Services Inc
(the "Contractor", "you", or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement number **83702;11** and dated _____, _____, (the "Agreement").

B. The parties have agreed to modify the Agreement effective **December 31, 2020**.

AGREEMENT

The parties agree as follows:

1. An additional contract payment in the amount of s.16; s.17 resulting in a new aggregate amount of s.16; s.17 The reason for the payment is costs associated with extra daytime support hours for s.22 for the month of November 2020 (476 hours @ s.16; s.17 Invoice #B20-Nov.
2. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the _____ day of _____, _____.

SIGNED AND DELIVERED on behalf of the Province by its authorized representative:	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a Corporation)
Authorized Representative	Contractor or Authorized Signatory
Name Jyoti Rikhi	Name Cynthia Roling
Title Director of Operations	Title Executive Director

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Milieu Children & Family Services Inc.
17733 - 66 Avenue
Surrey, BC
V3S 7X1

Invoice

Date	Invoice #
11/30/2020	Bill-Nov20

Invoice To
MCFD - Park House Contract No. 83702 Vancouver, BC

Description	Hours	Rate	Amount
Extra Day Support Hours - Park - November 2020 - 476 daytime hours 15 hours a day in extra Support	476	s.16; s.17	

Sales Tax Summary	
Total Tax	0.00

Total s.16; s.17

GST/HST No. 870731999

BRITISH COLUMBIA

Ministry of
Children and Family Development

MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Children and Family Development
a "Director"
(the "Province", a "Director" as applicable)

AND

Milieu Children & Family Services Inc
(the "Contractor", "you", or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement number **83702;11** and dated _____, _____, (the "Agreement").

B. The parties have agreed to modify the Agreement effective **February 5**, **2021**.

AGREEMENT

The parties agree as follows:

1. An additional contract payment in the amount of s.16; s.17 resulting in a new aggregate amount of s.16; s.17 The reason for the payment is for additional daytime support for s.22 total 464 hours s.16; s.17 / hour. Average of the support is 15.47 hours per day. Invoice# BILL-DEC20 (2020DEC31)
2. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the _____ day of _____, _____.

SIGNED AND DELIVERED on behalf of the Province by its authorized representative:	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a Corporation)
Authorized Representative	Contractor or Authorized Signatory
Name Jyoti Rikhi	Name Cynthia Rolling
Title Director of Operations	Title Executive Director

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

SERVICE AGREEMENT
(Residential)

MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT

Ministry of Children
and Family Development

Ministry Service Agreement No. 83702;12
PARK HOUSE

The Director designated *under the Child, Family and Community Service Act*

(the "Director", "we", "us", or "our" as applicable) at the following address:

9th Floor, 1177 Broadway W, Vancouver, BC V6H 1G3

Fax Number: (604) 660-0775

Email: _____

AND Milieu Children & Family Services Inc

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

17733 - 66th Ave, Surrey, BC V3S 7X1

Fax Number:

Email: _____

The term for the Agreement begins on: **April 1, 2021** (Day/Month/Year) and ends on **March 31, 2022** (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 AND AGREE THAT REFERENCES TO "THE PROVINCE" IN THE TERMS AND CONDITIONS AND SCHEDULES ARE TO BE READ AS REFERENCES TO THE "DIRECTOR" EXCEPT AS THE CONTEXT OTHERWISE REQUIRES.

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

(collectively, the "Agreement")

SIGNED AND DELIVERED on the 7th day of Mar 2021 on behalf of the Province by its duly authorized representative

Signature: [signature]

Print Name: Jyoti Rikhi

Position: Director of Operations

SIGNED AND DELIVERED on the 11 day of March 2021 or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)

Signature: Cynthia Roling

Print Name: Cynthia Roling

Position: Executive Director

Signature:

Print Name

Position

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

SCHEDULE A – SERVICES

1.1 With the exception of the definition of Caregiver, the definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Agreement.

1.2 It is acknowledged for the purpose of this Agreement, the term:

(a) Guardian means the legal guardian of the child or children.

(b) Director means a person designated by the minister under section 91 of the *Child, Family and Community Service Act* and includes a person delegated to fulfill the powers, duties or functions of a Director pursuant to s. 92 of the *Child, Family and Community Service Act*.

(c) Care Plan means a comprehensive plan of care for a particular child developed and authorized by the Director, that:

(i) identifies specific developmental objectives based on continuous assessments of the child or youth's evolving needs and outcomes of previous decisions and actions;

(ii) continues throughout the child or youth's stay in care and is a living, working document that remains relevant as the child or youth matures and as their circumstances change; and

(iii) identifies the overall goal for the child or youth and includes assessments and actions across several domains including; placement, health, education, identity, family and social relationships, social presentation, emotional and behavioural development and self-care skills.

(d) Program Standards means any provincial standards relating to performance of particular Services as may be created and changed from time to time.

(e) Care Setting means Care Setting as described in section 1.4(b) of this schedule.

(f) Caregiver means an individual employed or retained by the Contractor to provide care for and supervision of a child residing in a Care Setting.

Desired Outcomes

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

- **Improve positive social connection to family, adults, peers and community.**
- **Increase attendance in school/work/training/appropriate activities.**
- **Improve self care skills and life skills.**
- **Emotional health is maintained or increased.**
- **Frequency of high risk behaviours and critical incidences are reduced.**
- **Connection to Aboriginal cultural, religious, spiritual heritage is maintained or increased.**
- **Social and peer relationships improve.**
- **Child/youth are stabilized.**
- **Increase in emotional, behavioural, and life skills to the extent that a successful transition to a less intensive residential setting, independent living and/or other permanent options can occur.**

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

Service Deliverables

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

(a) The Contractor will provide accommodation and associated supervision for up to the specified number of children, at the following Care Setting or Care Settings:

Type of Service	Care Setting	No. of Children
Staffed/Specialized Child Care	2266 E. 28th Ave. Vancouver, BC V5N 2Y2	5

(b) The child/children to be cared for in the Care Setting can be described as:

Male and/or female youths between the ages of 12 and 18, who may present extremely challenging behavior and/or lack of developmental progress and who regularly behave in a manner which presents an extreme risk to self, others, and/or property.

(c) The Service to be provided to the child/children in the Care Setting is:

The Province will appoint ministry liaison officer(s) for the Contractor's Residential Programs. The Parties agree to meet during the Funding Period to review the *Service Deliverables* and any other issues of mutual concern, including the following:

- **program elements and mandate;**
- **access criteria;**
- **intake and referral processes;**
- **numbers of clients to be served;**
- **hours of direct client service per family by program;**
- **wait-list management;**
- **exceptions to normal practice;**
- **critical incident reporting procedures;**
- **issue management;**
- **program liaison;**
- **orientation.**

Park House is a 5 bed licensed staffed treatment resource that offers intensive family work. The program provides a safe place for children and families to work towards resolution with the goal of reunification if appropriate. The length of stay is up to one year. The program supports children in making the transition back to family, foster family or independent living.

<u>Staffing Model:</u>

170 hours per week	**2 x daytime child/youth workers**
40 hours per week	**1 x senior worker**
56 hours per week	**awake overnight staff**

(d) In relation to the Care Plan, the Contractor agrees to:

(i) participate in the development of the Care Plan for each child placed in the Care Setting when requested by the Director;

(ii) implement those parts of the child's Care Plan related to the child's residential placement including the child's safety and well-being in association with the residential placement; and

(iii) measure achievement of goals related to the child's residential placement, as stated in each child's Care Plan.

(e) The Contractor agrees to cooperate with:

(i) any valid custody or access orders or agreements relating to the child as permitted or instructed by the Director; and

(ii) the parent(s)/Guardian of the child, when specified in the Care Plan or as permitted or instructed by the Director.

(f) The Contractor agrees to support and encourage the child's relationship with their parent(s), sibling(s), extended family and/or Guardian and Indigenous community if applicable, according to the Care Plan for the child.

(g) Critical incidents must be reported:

(i) immediately when they occur to the Director, family where appropriate or emergency and after-hours telephone line; and

(ii) in writing the next business day to the Director and the contract Resource Social Worker.

(h) The Contractor will provide the Director full information and particulars concerning a child upon request of the Director.

(i) The Contractor will ensure all information, statements and documents submitted to the Director in connection with the Schedules are true and correct.

(j) The Contractor will provide timely access to the child by:

(i) the Director; and

(ii) those persons authorized by the Director.

(k) The Contractor will not permit the child to leave the province of British Columbia without the written permission of the Director.

(l) The Contractor will remain actively engaged in the Care Setting's community to support and maintain good relationships with the neighbours.

(m) The Contractor will notify the Director immediately of any complaints received by the public in relation to the Care Setting.

(n) The performance of the Agreement during its Term will be monitored in accordance with the Ministry of Children and Family Development Caregiver Support Services Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services.

(o) The Director may from time to time, in writing or verbally, give reasonable instructions to the Contractor as to the performance of Services. The Contractor must comply with those instructions.

(p) If the Contractor is unable to meet their obligations for the care of one or more children under this Agreement, the Contractor must immediately notify the Director

Policies and Standards

1.5 The Contractor must comply with all applicable policies and Program Standards including:

(a) Assessment and Approval of Caregivers by Contracted Agencies

(b) Criminal Record Check Procedures for Contracted Agencies

(c) Caregiver Support Service Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services

(d) Investigations of Contracted Agencies

(e) Standards for Staffed Children's Residential Services

(f) Standards for Foster Home, as required

(g) Accreditation Standards, if applicable

1.6 The Director must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in material change to the Services will require renegotiation of the Schedule(s) relating to the Services affected.

Rights and obligations of the Director

1.7 The Director will make available to the Contractor all information in the Director's custody which the Director reasonably considers to be required by the Contractor to perform the Services. In particular, the Director will make available to the Contractor all information which may be relevant to the safety and well being of a child and a Caregiver.

1.8 The Director may, at any time, in his or her sole discretion, retake care of a child who is receiving Services.

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

1.1 Subject to the provisions of this 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.

Payment

2.1 Subject to paragraph 1.1, the Province will make payments to the Contractor in the following amounts and manner:

(a) The Contractor will receive the payments described below during the term of the Agreement. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.

(b) The fixed monthly rate and per diem rate shall be in accordance with current provincial policy as updated from time to time. No modification of this Agreement is required in the event of a change in the fixed rates in policy. It is understood that any subsequent changes to the provincial fixed monthly and per diem applicable to this Agreement will result in an automatic adjustment to the aggregate amount of this Agreement from the date the change in policy takes effect. The Director will inform the Contractor of any changes in fixed rates.

(c) For the following Services the fixed monthly rate and the per diem rate shall remain as listed below for the Term of the Agreement.

Services	Capacity	Fixed Monthly	Per Diem Monthly	Total Payment
Staffed/Specialized Child Care	5	s.16; s.17		s.16; s.17
Total:				

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

1. The following persons, groups of persons, or organizations, are specified as subcontractors under section 12 of the Agreement:

N/A

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 authorizes any of the following persons, (identified by name and/or position) to act for you in relation to this Agreement:

(i) N/A

1.2 The Ministry authorizes any of the following persons (identify by position) to act for us in relation to this Agreement:

(i) Resource Social Worker

(ii) Team Leader and Director of Operations

Conflict Resolution Officials

2.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director of Operations	Program Supervisor
Stage Two:	Executive Director of Service	Program Director
Stage Three:	Deputy Minister or Desginage	Executive Director

SCHEDULE F – INFORMATION MANAGEMENT (RECORDS PRIVACY AND SECURITY)

Purpose

The purpose of this Schedule is to:

(a) enable the Province to comply with the Province's obligations with respect to:

(i) creation, maintenance, retention and final disposition of the Province's Records, and

(ii) protection of Personal Information collected or created under this Agreement and pursuant to FOIPPA.

(b) ensure that, as a service provider, the Contractor is aware of, and complies with, the Contractor's information management and protection (records, privacy and security) obligations with respect to:

(i) the Province's Records, and

(ii) the Protected Information collected or created under this Agreement.

Applicability

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

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

Definitions

2. In this Schedule:

(a) "**access**" means disclosure by the provision of access. For clarity, this includes the ability or opportunity of a person to view, study, or obtain a copy of records;

(b) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

(c) "**control**" (of a record) means the power or authority to manage the record throughout its life cycle, including restricting, regulating and administering its use and disclosure;

(d) "**custody**" (of a record) means having physical possession of a record, regardless of the format (e.g. paper or electronic);

(e) "**Device**" means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;

(f) "**Facilities**" means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;

(g) "***FOIPPA***" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);

(h) **"Least Privilege"** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;

(i) **"Need-to-Know"** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;

(j) **"Personal Information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province or the Contractor dealing with the same subject matter as the Agreement, but excluding any information that, if this Schedule did not apply to it, would not be under the control of a public body within the meaning of FOIPPA;

(k) **"Personnel"** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor's obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;

(l) **"Policies"** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);

(m) **"Privacy Training"** means the Province's online privacy and information sharing training course;

(n) **"Protected Information"** means any and all:

(i) "personal information" as defined in this Schedule;

(ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

(iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as "Protected Information" under this Agreement;

(o) **"Security Event Logs"** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);

(p) **"Systems"** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;

(q) **"Tenancy"** means those components of the Systems that:

(i) directly access and store Protected Information,

(ii) relate to Protected Information or the Province's tenancy activities, or

(iii) are customer facing and managed by the Province in its use of the Services; and

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

(i) log-on/log-off information about Province user activities, and

(ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

RECORDS MANAGEMENT

Records Retention and Disposition

3. The Contractor must return the Province's Records regardless of format to the Province within the following time frames:

(a) within 30 calendar days of expiry or termination of the Agreement;

(b) within 7 calendar days of the Contractor receiving a request for return from the Province;

(c) when closed records volume is identified by the Contractor as warranting the transfer and the Province has provided written approval; or

(d) immediately when a Contractor advises the Province that they are no longer providing services or when the Province is concerned about the management of the Province's Records following a breach of security or privacy, including an unauthorized disclosure.

PRIVACY PROTECTION

Collection of Personal Information

4. The Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect Personal Information directly from the individual the Personal Information is about.

6. Except as otherwise permitted by FOIPPA, the Contractor must tell an individual from whom the Contractor collects Personal Information:

(a) the purpose for collecting it,

(b) the legal authority for collecting it, and

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

Accuracy of Personal Information

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

Requests for access to Personal Information

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

Correction of Personal Information

9. Within 5 business days of receiving a written direction from the Province to correct or annotate any Personal Information, the Contractor must correct or annotate the information in accordance with the direction.

10. When issuing a written direction under section 9 of this Schedule, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 11 of this Schedule.

11. Within 5 business days of correcting or annotating any Personal Information under section 9 of this Schedule, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.

12. If the Contractor receives a request for correction of Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and provide the Provincial official's name or title and contact information to the person making the request.

Protection of Personal Information

13. The Contractor must protect Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any security arrangements expressly set out in 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 Contactor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.

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

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

    (a) verification of access levels;

    (b) creating and maintaining records of access privileges;

    (c) audit processes; and

    (d) actions to ensure access is not given before approval is granted by the Contractor.

48. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.

49. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.

50. The Contractor must ensure that all Systems and Devices:

    (a) are configured in alignment with industry standards;

(b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;

(c) automatically lock the applicable account and Systems after failed logon failures;

(d) limit the number of concurrent sessions;

(e) prevent further access to Systems by initiating a session lock; and

(f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

51. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.

52. The Contractor must ensure that Systems for password-based authentication:

(a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;

(b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;

(c) store and transmit only encrypted representations of passwords;

(d) enforce password minimum and maximum lifetime restrictions;

(e) prohibit password reuse;

(f) prevent reuse of identifiers; and

(g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

53. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:

(a) two-factor authentication for access;

(b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

54. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components

55. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.

56. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
(a) such additional period of time as the Province may instruct; or
(b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,
to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

57. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.

58. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

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

(a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");

(b) "Information Security Policy";

(c) government wide IM/IT Standards; and

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

60. The Province has the rights to:

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

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

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

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

Application development

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

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

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

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

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

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

    (a) hardening of the perimeter of the Facilities;

    (b) physical separation of public and restricted spaces;

    (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;

    (d) Access Control Systems (ACS) and/or Key Management processes; and

    (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

66. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

67. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

68. The Contractor must:

    (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;

    (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;

(c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;

(d) ensure that default passwords and shared accounts are not used for any Systems; and

(e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

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

69. The Contractor must:

(a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;

(b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and

(c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

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

(a) at such level of protection as the Province may instruct; and

(b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

71. The Contractor must ensure that for any Systems:

(a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

(b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and

(c) all access to the management network is strictly controlled and exclusively enforced though 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
Issued by ICBC: • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card **Issued by provincial or territorial government:** • Canadian birth certificate **Issued by Government of Canada:** • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record	• 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

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

N/A

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

N/A

SCHEDULE H – ADDITIONAL TERMS

Termination

Notwithstanding section 48(b) of the Terms and Conditions of the Services Agreement, the termination notice period for this agreement is 30 days.

Criminal Record Check

Despite sections 18-20 of the Terms and Conditions of the Service Agreement, terms set out below apply respecting criminal record checks and supersede sections 18 – 20 of the Terms and Conditions:

1. In accordance with the *Criminal Records Review Act*, the Contractor must ensure that the Contractor, the Contractors' employees and subcontractors undergo a criminal record check or a criminal record check verification when required in circumstances where the Contractor, the employee or subcontractor works with children as defined in the *Criminal Records Review Act*.

2. In addition to any criminal record checks or criminal records check verifications required under the *Criminal Records Review Act*, the Contractor must ensure that the Contractor and all employees, subcontractors and volunteers who have, or potentially have, unsupervised access to children or their records undergo a criminal record check that is satisfactory to the Province and that those individuals do not have unsupervised access to children or their records until the results of the criminal record check indicate no risk to children.

3. In addition to any criminal record checks or criminal record check verifications that are required by sections 1 and 2 of this Schedule, the Contractor must ensure that every person 18 years or older who resides or spends significant time in the home or place where the services are provided or are to be provided, and who has or will have significant and unsupervised access to children in that home or place, undergoes a criminal record check that is satisfactory to the Province.

4. If any of the individuals referred to in sections 2 or 3 of this Schedule moved to British Columbia within the last 10 years, the Contractor must make all reasonable efforts to obtain a verified criminal record check from the jurisdiction in which he or she was previously resident.

5. The Contractor must ensure that criminal record checks required by sections 2 and 3 of this Schedule are undertaken every 3 to 5 years as required by the Province.

6. Upon written request, the Contractor must provide the Province written confirmation that:
   (a) criminal record checks have been initiated as required by the *Criminal Records Review Act*;
   (b) criminal record checks referred to in section 2, 3, and 4, as applicable, were completed prior to work beginning or prior to unsupervised access to children or their records;
   (c) the Contractor has acted in accordance with any instructions from the Province and in accordance with the *Criminal Records Review Act*; and
   (d) all other related procedures have been followed.

Negligence Waiver

1. If the Contractor is providing Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Services.

SCHEDULE I – REPORTING REQUIREMENTS

1.1 The Contractor will submit Monthly reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Services. The required content of these reports may include, but is not limited to, the following information:

1. the quantity of services (by # of hours, # of sessions, etc.) and any variance from expected and contracted deliverables,
2. Specify other reporting information as necessary in relation to the type of service provided)

_____

_____

_____

1.2 The reports referred to in section 1.1 will be submitted within 10 business days of the end of the period specified, commencing with the first report for the period ending April 30, 2021. For the purpose of this section a "business day" is any day which is not a Saturday, a Sunday, or a statutory holiday in British Columbia.

1.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 34 of the Agreement, the Contractor will, if the Contractor wishes to negotiate a future agreement, submit to the Province, prior to the end of the 3rd quarter of the Term, a Contractor Revenue and Expense Forecast for the duration of the Funding Period in the form attached as Attachment 1.)

ATTACHMENT 1 - CONTRACTOR REVENUE AND EXPENSE FORECAST

Contractor Name/Address: Milieu Children & Family Services Inc 17733 - 66th Ave, Surrey, BC V3S 7X1

Name of Program(s)/Service(s): PARK HOUSE

Reporting Period (from/to): April 1, 2021 : March 31, 2022

STATEMENT OF REVENUE AND EXPENSES	Previous Year	YTD Actual	Forecast to end of Funding Period	Approved Funding	Variance
REVENUE					
MCFD Regular Payments (monthly)					
MCFD Invoiced Payments					
Other MCFD Payments (specify):					
TOTAL GROSS REVENUE					
Program/Service Expenses					
Total Compensation (wages and benefits)					
Program/Service Child Support Costs					
Program/Services Facilities Costs					
Administration Costs*					
TOTAL GROSS EXPENSES					
TOTAL NET (+/-)					

*See MCFD Contracting Financial Reporting and Management Requirements.

Comments regarding variances:

This report has been prepared from the books and records of the Contractor for the funding period ended____. I hereby confirm to the best of my knowledge and belief, that the information contained herein, was compiled in accordance with generally accepted accounting principles. There is nothing to my knowledge that has not been disclosed in this report which would affect the accuracy and completeness of the financial information.

Signature Date

Print Name Print Title

BRITISH COLUMBIA

Ministry of
Children and Family Development

MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Children and Family Development
a "Director"
(the "Province", a "Director" as applicable)

AND

Milieu Children & Family Services Inc
(the "Contractor", "you", or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement number **83702;12** and dated _____, _____, (the "Agreement").

B. The parties have agreed to modify the Agreement effective **March 11**, **2021**.

AGREEMENT

The parties agree as follows:

1. An additional contract payment in the amount of s.16; s.17 resulting in a new aggregate amount of s.16; s.17 The reason for the payment is Invoice Bill-Jan21, s.16; s.17 for extra day support hours for youths; s.16; s.17 for s.22 (Jan 1 - 8, 2021; 120 hours @ s.16; s.17 per hour) & s.16; s.17 for s.22 (Jan 9 - 13, 2021, 72 hours @ s.16; s.17 per hour).
2. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the _____ day of _____, _____.

SIGNED AND DELIVERED on behalf of the Province by its authorized representative	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a Corporation)
Authorized Representative	Contractor or Authorized Signatory
Name Jyoti Rikhi	Name Cynthia Rolling
Title Director of Operations	Title Executive Director

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Milieu Children & Family Services Inc.
17733 - 66 Avenue
Surrey, BC
V3S 7X1

Invoice

Date	Invoice #
1/31/2021	Bill-Jan21

Invoice To

MCFD - Park House
Contract No. 83702
Vancouver, BC

	Description	Hours	Rate	Amount
Extra Day Support Hours s.22	Park - January 1-8, 2021 - 120 daytime hours	120	s.16; s.17	
Extra Day Support Hours	Park - January 9-13, 2021 - 72 daytime hours	72		

2
15hrs a day approved for 16 Hours a day

Matches Email

	Sales Tax Summary
Total Tax	0.00
Total	s.16; s.17

GST/HST No. 870731999

BRITISH COLUMBIA

Ministry of
Children and Family Development

MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Children and Family Development
a "Director"
(the "Province", a "Director" as applicable)

AND

Milieu Children & Family Services Inc
(the "Contractor", "you", or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement number **83702;12** and dated **April 1**, **2021**, (the "Agreement").

B. The parties have agreed to modify the Agreement effective **April 1**, **2021**.

AGREEMENT

The parties agree as follows:

1. The fixed rate for service Staffed/Specialized Child Care has been changed to s.16; s.17
2. The Agreement End Date is: March 31, 2022
3. Additional Details: the fixed rate has been increased to support the food budget increase by s.16; s.17 plus s.16; s.17 (10% administration fee) per month. .
4. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the _____ day of _____, **2020**.

SIGNED AND DELIVERED on behalf of the Province by its authorized representative:	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a Corporation)
Authorized Representative	Contractor or Authorized Signatory
Name Jyoti Rikhi	Name Cynthia Roling
Title Director of Operations	Title Executive Director

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SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

1.1 Subject to the provisions of this 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.

Payment

2.1 Subject to paragraph 1.1, the Province will make payments to the Contractor in the following amounts and manner:

(a) The Contractor will receive the payments described below during the term of the Agreement. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.

(b) The fixed monthly rate and per diem rate shall be in accordance with current provincial policy as updated from time to time. No modification of this Agreement is required in the event of a change in the fixed rates in policy. It is understood that any subsequent changes to the provincial fixed monthly and per diem applicable to this Agreement will result in an automatic adjustment to the aggregate amount of this Agreement from the date the change in policy takes effect. The Director will inform the Contractor of any changes in fixed rates.

(c) For the following Services the fixed monthly rate and the per diem rate shall remain as listed below for the Term of the Agreement.

Services	Capacity	Fixed Monthly	Per Diem Monthly	Total Payment
Staffed/Specialized Child Care	5	s.16; s.17		s.16; s.17
Total:				

BRITISH COLUMBIA

Ministry of
Children and Family Development

MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Children and Family Development
Director
(the "Province", a "Director" as applicable)

AND

Milieu Children & Family Services Inc
(the "Contractor", "you", or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement number **83702;13** and dated _____, _____, (the "Agreement").

B. The parties have agreed to modify the Agreement effective **April 13**, **2021**.

AGREEMENT

The parties agree as follows:

1. An additional contract payment in the amount of s.16; s.17 resulting in a new aggregate amount of s.16; s.17 The reason for the payment is low wage redress for the period, from April 1, 2020 to March 31, 2021.
2. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the _____ day of _____, _____.

SIGNED AND DELIVERED on behalf of the Province by its authorized representative:	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a Corporation)
Authorized Representative	Contractor or Authorized Signatory
Name Jyoti Rikhi	Name Cynthia Rolling
Title Director of Operations	Title Executive Director

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

BRITISH COLUMBIA

Ministry of
Children and Family Development

MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Children and Family Development
Director
(the "Province", a "Director" as applicable)

AND

Milieu Children & Family Services Inc
(the "Contractor", "you", or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement number **83702;13** and dated **January 1, 2022**, (the "Agreement").

B. The parties have agreed to modify the Agreement effective **January 1, 2022**.

AGREEMENT

The parties agree as follows:

1. The fixed rate for service Staffed/Specialized Child Care has been changed to s.16; s.17
2. The Agreement End Date is: March 31, 2022
3. Additional Details: The fixed monthly payment has been increased by s.16; s.17 - Approved Low Wage Redress (LWR) for Fiscal Year 21/22..
4. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the _____ day of _____, _____.

SIGNED AND DELIVERED on behalf of the Province by its authorized representative:	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a Corporation)
Authorized Representative	Contractor or Authorized Signatory Cynthia Roling
Name Jyoti Rikhi	Name Cynthia Roling
Title Director of Operations	Title Executive Director

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

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

1.1 Subject to the provisions of this 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.

Payment

2.1 Subject to paragraph 1.1, the Province will make payments to the Contractor in the following amounts and manner:

(a) The Contractor will receive the payments described below during the term of the Agreement. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.

(b) The fixed monthly rate and per diem rate shall be in accordance with current provincial policy as updated from time to time. No modification of this Agreement is required in the event of a change in the fixed rates in policy. It is understood that any subsequent changes to the provincial fixed monthly and per diem applicable to this Agreement will result in an automatic adjustment to the aggregate amount of this Agreement from the date the change in policy takes effect. The Director will inform the Contractor of any changes in fixed rates.

(c) For the following Services the fixed monthly rate and the per diem rate shall remain as listed below for the Term of the Agreement.

Services	Capacity	Fixed Monthly	Per Diem Monthly	Total Payment
Staffed/Specialized Child Care	5	s.16; s.17		s.16; s.17
Total:				

BRITISH COLUMBIA

Ministry of
Children and Family Development

MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Children and Family Development
Director
(the "Province", a "Director" as applicable)

AND

Milieu Children & Family Services Inc
(the "Contractor", "you", or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement number **83702;14** and dated _____, (the "Agreement").

B. The parties have agreed to modify the Agreement effective **December 13**, **2021**.

AGREEMENT

The parties agree as follows:

1. An additional contract payment in the amount of s.16; s.17 resulting in a new aggregate amount of s.16; s.17. The reason for the payment is lump sum paymnet of s.16; s.17 for Low Wage Redress for the period April 1, 2021 to December 31, 2021.
2. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the _____ day of _____, _____.

SIGNED AND DELIVERED on behalf of the Province by its authorized representative:	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a Corporation)
Authorized Representative	Contractor or Authorized Signatory
Name Jyoti Rikhi	Name Cynthia Roling
Title Director of Operations	Title Executive Director

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

SERVICE AGREEMENT
(Residential)

BRITISH
COLUMBIA

MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT

Ministry of Children
and Family Development

Ministry Service Agreement No. 83702;15
PARK HOUSE

The Director designated *under the Child, Family and Community Service Act*

(the "Director", "we", "us", or "our" as applicable) at the following address:

9th Floor, 1177 Broadway W, Vancouver, BC V6H 1G3

Fax Number: (604) 660-0775

Email: _____

AND Milieu Children & Family Services Inc

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

17733 - 66th Ave, Surrey, BC V3S 7X1

Fax Number:

Email: _____

The term for the Agreement begins on: **April 1, 2022** (Day/Month/Year) and ends on **March 31, 2023** (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 1.4 DATED FEBRUARY 10, 2022, AND AGREE TO BE BOUND BY THE SCHEDULES LISTED BELOW AND ATTACHED TO THIS AGREEMENT AND AGREE THAT REFERENCES TO "THE PROVINCE" IN THE TERMS AND CONDITIONS AND SCHEDULES ARE TO BE READ AS REFERENCES TO THE "DIRECTOR" EXCEPT AS THE CONTEXT OTHERWISE REQUIRES.

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

(collectively, the "Agreement")

SIGNED AND DELIVERED on the 23 day of Mar, 2022 on behalf of the Province by its duly authorized representative

Signature: _____

Print Name: Jyoti Rikhi

Position: Director of Operations

SIGNED AND DELIVERED on the 8 day of March, 2022 or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)

Signature: Cynthia Roling

Print Name: Cynthia Roling

Position: Executive Director

Signature: _____

Print Name _____

Position _____

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

SCHEDULE A – SERVICES

1.1 With the exception of the definition of Caregiver, the definitions contained in Section 1 of the *Child, Family and Community Service Act* apply to and have the same meaning when used in this Agreement.

1.2 It is acknowledged for the purpose of this Agreement, the term:

(a) Guardian means the legal guardian of the child or children,

(b) Director means a person designated by the minister under section 91 of the *Child, Family and Community Service Act* and includes a person delegated to fulfill the powers, duties or functions of a Director pursuant to s. 92 of the *Child, Family and Community Service Act.*

(c) Care Plan means a comprehensive plan of care for a particular child developed and authorized by the Director, that:

(i) identifies specific developmental objectives based on continuous assessments of the child or youth's evolving needs and outcomes of previous decisions and actions;

(ii) continues throughout the child or youth's stay in care and is a living, working document that remains relevant as the child or youth matures and as their circumstances change; and

(iii) identifies the overall goal for the child or youth and includes assessments and actions across several domains including; placement, health, education, identity, family and social relationships, social presentation, emotional and behavioural development and self-care skills.

(d) Program Standards means any provincial standards relating to performance of particular Services as may be created and changed from time to time.

(e) Care Setting means Care Setting as described in section 1.4(b) of this schedule.

(f) Caregiver means an individual employed or retained by the Contractor to provide care for and supervision of a child residing in a Care Setting.

Desired Outcomes

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

- **Improve positive social connection to family, adults, peers and community.**
- **Increase attendance in school/work/training/appropriate activities.**
- **Improve self care skills and life skills.**
- **Emotional health is maintained or increased.**
- **Frequency of high risk behaviours and critical incidences are reduced.**
- **Connection to Aboriginal cultural, religious, spiritual heritage is maintained or increased.**
- **Social and peer relationships improve.**
- **Child/youth are stabilized.**
- **Increase in emotional, behavioural, and life skills to the extent that a successful transition to a less intensive residential setting, independent living and/or other permanent options can occur.**

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

Service Deliverables

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

(a) The Contractor will provide accommodation and associated supervision for up to the specified number of children, at the following Care Setting or Care Settings:

Type of Service	Care Setting	No. of Children
Staffed/Specialized Child Care	2266 E. 28th Ave. Vancouver, BC V5N 2Y2	5

(b) The child/children to be cared for in the Care Setting can be described as:

Male and/or female children between the ages of 12 and 18 who may present extremely challenging behavior and/or lack of developmental progress and who regularly behave in a manner which presents an extreme risk to self, others, and/or property.

(c) The Service to be provided to the child/children in the Care Setting is:

Park House is a 5 bed licensed staffed treatment resource that offers intensive family work. The program provides a safe place for youth and families to work towards resolution with the goal of reunification if appropriate. The length of stay is up to one year. The program supports youth in making the transition back to family, foster family or independent living.

STAFFING:

2 staff at all times including awake/overnight staffing
40 hours / week residence coordinator

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

The Province will appoint ministry liaison officer(s) for the Contractor's Residential Programs. The Parties agree to meet during the Funding Period to review the *Service Deliverables* and any other issues of mutual concern, including the following:

- **program elements and mandate;**
- **access criteria;**
- **intake and referral processes;**
- **numbers of clients to be served;**
- **hours of direct client service per family by program;**
- **wait-list management;**
- **exceptions to normal practice;**
- **critical incident reporting procedures;**
- **issue management;**

- **program liaison;**
- **orientation.**

(d) In relation to the Care Plan, the Contractor agrees to:

(i) participate in the development of the Care Plan for each child placed in the Care Setting when requested by the Director;

(ii) implement those parts of the child's Care Plan related to the child's residential placement including the child's safety and well-being in association with the residential placement; and

(iii) measure achievement of goals related to the child's residential placement, as stated in each child's Care Plan.

(e) The Contractor agrees to cooperate with:

(i) any valid custody or access orders or agreements relating to the child as permitted or instructed by the Director; and

(ii) the parent(s)/Guardian of the child, when specified in the Care Plan or as permitted or instructed by the Director.

(f) The Contractor agrees to support and encourage the child's relationship with their parent(s), sibling(s), extended family and/or Guardian and Indigenous community if applicable, according to the Care Plan for the child.

(g) Critical incidents must be reported:

(i) immediately when they occur to the Director, family where appropriate or emergency and after-hours telephone line; and

(ii) in writing the next business day to the Director and the contract Resource Social Worker.

(h) The Contractor will provide the Director full information and particulars concerning a child upon request of the Director.

(i) The Contractor will ensure all information, statements and documents submitted to the Director in connection with the Schedules are true and correct.

(j) The Contractor will provide timely access to the child by:

(i) the Director; and

(ii) those persons authorized by the Director.

(k) The Contractor will not permit the child to leave the province of British Columbia without the written permission of the Director.

(l) The Contractor will remain actively engaged in the Care Setting's community to support and maintain good relationships with the neighbours.

(m) The Contractor will notify the Director immediately of any complaints received by the public in relation to the Care Setting.

(n) The performance of the Agreement during its Term will be monitored in accordance with the Ministry of Children and Family Development Caregiver Support Services Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services.

(o) The Director may from time to time, in writing or verbally, give reasonable instructions to the Contractor as to the performance of Services. The Contractor must comply with those instructions.

(p) If the Contractor is unable to meet their obligations for the care of one or more children under this Agreement, the Contractor must immediately notify the Director

Policies and Standards

1.5 The Contractor must comply with all applicable policies and Program Standards including:

(a) Assessment and Approval of Caregivers by Contracted Agencies

(b) Criminal Record Check Procedures for Contracted Agencies

(c) Caregiver Support Service Standard 21: Monitoring of and Liaison with Staffed Children's Residential Services

(d) Investigations of Contracted Agencies

(e) Standards for Staffed Children's Residential Services

(f) Standards for Foster Home, as required

(g) Accreditation Standards, if applicable

1.6 The Director must give the Contractor written notice of the new or changed Program Standard which will include a schedule for implementation of the new or changed Program Standard. On receipt of such notice the Contractor will abide by the schedule for implementation of the new or changed Program Standard. New or changed Program Standards that result in material change to the Services will require renegotiation of the Schedule(s) relating to the Services affected.

Rights and obligations of the Director

1.7 The Director will make available to the Contractor all information in the Director's custody which the Director reasonably considers to be required by the Contractor to perform the Services. In particular, the Director will make available to the Contractor all information which may be relevant to the safety and well being of a child and a Caregiver.

1.8 The Director may, at any time, in his or her sole discretion, retake care of a child who is receiving Services.

SCHEDULE B – PAYMENT

Aggregate Maximum and Taxes

1.1 Subject to the provisions of this 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.

Payment

2.1 Subject to paragraph 1.1, the Province will make payments to the Contractor in the following amounts and manner:

(a) The Contractor will receive the payments described below during the term of the Agreement. Fixed monthly rates are payable in the current month. Partial months are prorated on the basis of a 30-day month. Per diem rates are payable in arrears for each day a child is in the home.

(b) The fixed monthly rate and per diem rate shall be in accordance with current provincial policy as updated from time to time. No modification of this Agreement is required in the event of a change in the fixed rates in policy. It is understood that any subsequent changes to the provincial fixed monthly and per diem applicable to this Agreement will result in an automatic adjustment to the aggregate amount of this Agreement from the date the change in policy takes effect. The Director will inform the Contractor of any changes in fixed rates.

(c) For the following Services the fixed monthly rate and the per diem rate shall remain as listed below for the Term of the Agreement.

Services	Capacity	Fixed Monthly	Per Diem Monthly	Total Payment
Staffed/Specialized Child Care	5	s.16; s.17		s.16; s.17
Total:				

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

1. The following persons, groups of persons, or organizations, are specified as subcontractors under section 12 of the Agreement:

N/A

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 authorizes any of the following persons, (identified by name and/or position) to act for you in relation to this Agreement:

(i) N/A

1.2 The Ministry authorizes any of the following persons (identify by position) to act for us in relation to this Agreement:

(i) Resource Social Worker

(ii) Team Leader and Director of Operations

Conflict Resolution Officials

2.1 The designated "Officials" of the parties for the purposes of the Conflict Resolution Protocol are:

	Province	Contractor
Stage One:	Director of Operations	Program Supervisor
Stage Two:	Executive Director of Service	Program Director
Stage Three:	Deputy Minister or Desginage	Executive Director

SCHEDULE F – INFORMATION MANAGEMENT (RECORDS PRIVACY AND SECURITY)

Purpose

The purpose of this Schedule is to:

(a) enable the Province to comply with the Province's obligations with respect to:

(i) creation, maintenance, retention and final disposition of the Province's Records, and

(ii) protection of Personal Information collected or created under this Agreement and pursuant to FOIPPA.

(b) ensure that, as a service provider, the Contractor is aware of, and complies with, the Contractor's information management and protection (records, privacy and security) obligations with respect to:

(i) the Province's Records, and

(ii) the Protected Information collected or created under this Agreement.

Applicability

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

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

Definitions

2. In this Schedule:

(a) "**access**" means disclosure by the provision of access. For clarity, this includes the ability or opportunity of a person to view, study, or obtain a copy of records;

(b) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

(c) "**control**" (of a record) means the power or authority to manage the record throughout its life cycle, including restricting, regulating and administering its use and disclosure;

(d) "**custody**" (of a record) means having physical possession of a record, regardless of the format (e.g. paper or electronic);

(e) "**Device**" means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;

(f) "**Facilities**" means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;

(g) "***FOIPPA***" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);

(h) "**Least Privilege**" means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;

(i) "**Need-to-Know**" means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;

(j) "**Personal Information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province or the Contractor dealing with the same subject matter as the Agreement, but excluding any information that, if this Schedule did not apply to it, would not be under the control of a public body within the meaning of FOIPPA;

(k) "**Personnel**" means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor's obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;

(l) "**Policies**" means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);

(m) "**Privacy Training**" means the Province's online privacy and information sharing training course;

(n) "**Protected Information**" means any and all:

(i) "personal information" as defined in this Schedule;

(ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

(iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as "Protected Information" under this Agreement;

(o) "**Security Event Logs**" means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);

(p) "**Systems**" means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;

(q) "**Tenancy**" means those components of the Systems that:

(i) directly access and store Protected Information,

(ii) relate to Protected Information or the Province's tenancy activities, or

(iii) are customer facing and managed by the Province in its use of the Services; and

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

(i) log-on/log-off information about Province user activities, and

(ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

RECORDS MANAGEMENT

Records Retention and Disposition

3. The Contractor must return the Province's Records regardless of format to the Province within the following time frames:

(a) within 30 calendar days of expiry or termination of the Agreement;

(b) within 7 calendar days of the Contractor receiving a request for return from the Province;

(c) when closed records volume is identified by the Contractor as warranting the transfer and the Province has provided written approval; or

(d) immediately when a Contractor advises the Province that they are no longer providing services or when the Province is concerned about the management of the Province's Records following a breach of security or privacy, including an unauthorized disclosure.

PRIVACY PROTECTION

Collection of Personal Information

4. The Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect Personal Information directly from the individual the Personal Information is about.

6. Except as otherwise permitted by FOIPPA, the Contractor must tell an individual from whom the Contractor collects Personal Information:

(a) the purpose for collecting it,

(b) the legal authority for collecting it, and

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

Accuracy of Personal Information

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

Requests for access to Personal Information

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

Correction of Personal Information

9. Within 5 business days of receiving a written direction from the Province to correct or annotate any Personal Information, the Contractor must correct or annotate the information in accordance with the direction.

10. When issuing a written direction under section 9 of this Schedule, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 11 of this Schedule.

11. Within 5 business days of correcting or annotating any Personal Information under section 9 of this Schedule, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.

12. If the Contractor receives a request for correction of Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and provide the Provincial official's name or title and contact information to the person making the request.

Protection of Personal Information

13. The Contractor must protect Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any security arrangements expressly set out in 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 Contactor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.

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

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

    (a) verification of access levels;

    (b) creating and maintaining records of access privileges;

    (c) audit processes; and

    (d) actions to ensure access is not given before approval is granted by the Contractor.

48. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.

49. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.

50. The Contractor must ensure that all Systems and Devices:

    (a) are configured in alignment with industry standards;

(b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;

(c) automatically lock the applicable account and Systems after failed logon failures;

(d) limit the number of concurrent sessions;

(e) prevent further access to Systems by initiating a session lock; and

(f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

51. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.

52. The Contractor must ensure that Systems for password-based authentication:

(a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;

(b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;

(c) store and transmit only encrypted representations of passwords;

(d) enforce password minimum and maximum lifetime restrictions;

(e) prohibit password reuse;

(f) prevent reuse of identifiers; and

(g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

53. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:

(a) two-factor authentication for access;

(b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

54. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components

55. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.

56. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
(a) such additional period of time as the Province may instruct; or
(b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,
to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

57. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.

58. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

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

(a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");

(b) "Information Security Policy";

(c) government wide IM/IT Standards; and

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

60. The Province has the rights to:

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

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

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

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

Application development

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

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

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

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

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

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

    (a) hardening of the perimeter of the Facilities;

    (b) physical separation of public and restricted spaces;

    (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;

    (d) Access Control Systems (ACS) and/or Key Management processes; and

    (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

66. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

67. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

68. The Contractor must:

    (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;

    (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;

(c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;

(d) ensure that default passwords and shared accounts are not used for any Systems; and

(e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

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

69. The Contractor must:

(a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;

(b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and

(c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

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

(a) at such level of protection as the Province may instruct; and

(b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

71. The Contractor must ensure that for any Systems:

(a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

(b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and

(c) all access to the management network is strictly controlled and exclusively enforced though 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
Issued by ICBC: • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card **Issued by provincial or territorial government:** • Canadian birth certificate **Issued by Government of Canada:** • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record	• 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

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

   N/A

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

   N/A

SCHEDULE H – ADDITIONAL TERMS

Termination

Notwithstanding section 48(b) of the Terms and Conditions of the Services Agreement, the termination notice period for this agreement is 30 days.

Criminal Record Check

Despite sections 18-20 of the Terms and Conditions of the Service Agreement, terms set out below apply respecting criminal record checks and supersede sections 18 – 20 of the Terms and Conditions:

1. In accordance with the *Criminal Records Review Act*, the Contractor must ensure that the Contractor, the Contractors' employees and subcontractors undergo a criminal record check or a criminal record check verification when required in circumstances where the Contractor, the employee or subcontractor works with children as defined in the *Criminal Records Review Act*.

2. In addition to any criminal record checks or criminal records check verifications required under the *Criminal Records Review Act*, the Contractor must ensure that the Contractor and all employees, subcontractors and volunteers who have, or potentially have, unsupervised access to children or their records undergo a criminal record check that is satisfactory to the Province and that those individuals do not have unsupervised access to children or their records until the results of the criminal record check indicate no risk to children.

3. In addition to any criminal record checks or criminal record check verifications that are required by sections 1 and 2 of this Schedule, the Contractor must ensure that every person 18 years or older who resides or spends significant time in the home or place where the services are provided or are to be provided, and who has or will have significant and unsupervised access to children in that home or place, undergoes a criminal record check that is satisfactory to the Province.

4. If any of the individuals referred to in sections 2 or 3 of this Schedule moved to British Columbia within the last 10 years, the Contractor must make all reasonable efforts to obtain a verified criminal record check from the jurisdiction in which he or she was previously resident.

5. The Contractor must ensure that criminal record checks required by sections 2 and 3 of this Schedule are undertaken every 3 to 5 years as required by the Province.

6. Upon written request, the Contractor must provide the Province written confirmation that:
   (a) criminal record checks have been initiated as required by the *Criminal Records Review Act*;
   (b) criminal record checks referred to in section 2, 3, and 4, as applicable, were completed prior to work beginning or prior to unsupervised access to children or their records;
   (c) the Contractor has acted in accordance with any instructions from the Province and in accordance with the *Criminal Records Review Act*; and
   (d) all other related procedures have been followed.

Negligence Waiver

1. If the Contractor is providing Services to children, the Contractor will not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence in the provision of the Services.

SCHEDULE I – REPORTING REQUIREMENTS

1.1 The Contractor will submit Monthly reports, in form and content acceptable to the Province, for the preceding period as specified, relating to the Services. The required content of these reports may include, but is not limited to, the following information:

1. the quantity of services (by # of hours, # of sessions, etc.) and any variance from expected and contracted deliverables,
2. Specify other reporting information as necessary in relation to the type of service provided)

_____

_____

_____

1.2 The reports referred to in section 1.1 will be submitted within 10 business days of the end of the period specified, commencing with the first report for the period ending April 30, 2022. For the purpose of this section a "business day" is any day which is not a Saturday, a Sunday, or a statutory holiday in British Columbia.

1.3 Whether or not an annual financial statement (or review or audit of the same) is required and submitted under section 34 of the Agreement, the Contractor will, if the Contractor wishes to negotiate a future agreement, submit to the Province, prior to the end of the 3rd quarter of the Term, a Contractor Revenue and Expense Forecast for the duration of the Funding Period in the form attached as Attachment 1.)

ATTACHMENT 1 - CONTRACTOR REVENUE AND EXPENSE FORECAST

Contractor Name/Address: Milieu Children & Family Services Inc 17733 - 66th Ave, Surrey, BC V3S 7X1

Name of Program(s)/Service(s): PARK HOUSE

Reporting Period (from/to): April 1, 2022 : March 31, 2023

STATEMENT OF REVENUE AND EXPENSES	Previous Year	YTD Actual	Forecast to end of Funding Period	Approved Funding	Variance
REVENUE					
MCFD Regular Payments (monthly)					
MCFD Invoiced Payments					
Other MCFD Payments (specify):					
TOTAL GROSS REVENUE					
Program/Service Expenses					
Total Compensation (wages and benefits)					
Program/Service Child Support Costs					
Program/Services Facilities Costs					
Administration Costs*					
TOTAL GROSS EXPENSES					
TOTAL NET (+/-)					

*See MCFD Contracting Financial Reporting and Management Requirements.

Comments regarding variances:

This report has been prepared from the books and records of the Contractor for the funding period ended ____. I hereby confirm to the best of my knowledge and belief, that the information contained herein, was compiled in accordance with generally accepted accounting principles. There is nothing to my knowledge that has not been disclosed in this report which would affect the accuracy and completeness of the financial information.

Signature Date

Print Name Print Title

BRITISH COLUMBIA

Ministry of
Children and Family Development

MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Children and Family Development
Director
(the "Province", a "Director" as applicable)

AND

Milieu Children & Family Services Inc
(the "Contractor", "you", or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement number **83702;15** and dated _____, (the "Agreement").

B. The parties have agreed to modify the Agreement effective **September 20**, **2022**.

AGREEMENT

The parties agree as follows:

1. An additional contract payment in the amount of s.16; s.17 resulting in a new aggregate amount of s.16; s.17 The reason for the payment is for Invoice OTO.SEP2022 (dated 2022Sep08). Reimbursement for CIC damage to a staff member's car.
2. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the _____ day of _____, _____.

SIGNED AND DELIVERED on behalf of the Province by its authorized representative:	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a Corporation)
Authorized Representative	Contractor or Authorized Signatory
Name Jyoti Rikhi	Name Cinthia Roling
Title Director of Operations	Title Executive Director

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