FAMILY CONNECTION CENTRES ("FCC")
for Children and Youth with Support Needs
SERVICES AGREEMENT

His Majesty the King in right of the Province of British Columbia
as represented by the Minister of Children and Family Development

and

Northwest Child Development Centre Society

December 14, 2022

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS AND INTERPRETATION 1
- 1.1 Definitions 1
- 1.2 Interpretation 2
- 1.3 Recitals 2
- 1.4 Headings 2
- 1.5 Currency 2
- 1.6 Time 3
- 1.7 No Permit or Fetter 3
- 1.8 Schedules 3
- 1.9 Entire Agreement 3
- 1.10 Construction / Joint Drafting 3
- 1.11 Acting Reasonably 3
- 1.12 Conflict of Provisions 3

ARTICLE 2 SERVICES 4
- 2.1 Services 4
- 2.2 General Performance Requirements 4
- 2.3 Included or Incidental Services 5
- 2.4 Business Continuity and Disaster Recovery 5
- 2.5 Knowledge Transfer 5
- 2.6 Documentation 5
- 2.7 Timelines 5
- 2.8 Temporary Suspension of Services 6
- 2.9 Non-Exclusive / Other Service Providers 6

ARTICLE 3 CHANGE REQUEST PROCESS 7
- 3.1 Changes to the Services 7
- 3.2 Ordinary Course Changes 7
- 3.3 Other Changes – Change Request Process 7
- 3.4 Implementation of Approved Change Requests 8
- 3.5 Amendment of this Agreement 9
- 3.6 Record of Changes 9

ARTICLE 4 RELATIONSHIP MANAGEMENT 9
- 4.1 Relationship Management 9
- 4.2 Cooperation of the Parties 9
- 4.3 Assessments and Reviews 9
- 4.4 Power and Authority of the Contractor 10

ARTICLE 5 CONTRACTOR PERSONNEL 10
- 5.1 Contract Manager 10
- 5.2 General Principles Regarding Contractor Personnel 10

ARTICLE 6 SUBCONTRACTORS 12
- 6.1 Responsibility for Subcontractors; Exercise of Contractor Rights by Subcontractors 12
- 6.2 Subcontract Terms 12
- 6.3 List of Subcontractors and Subcontractor Information 12
- 6.4 Removal of Subcontractor 13

ARTICLE 7 REPORTING 13
- 7.1 Generally 13

7.2 Review and Changes to Reporting Requirements....13
7.3 Format of Reports....13
ARTICLE 8 FEES AND PAYMENT....14
8.1 Fees....14
8.2 Withholding of Payment....14
8.3 Interest on Overdue Payments....14
8.4 Interest on Overpayment and Other Payments due to the Province....14
8.5 Appropriation....14
8.6 Prohibition against Committing Money....15
8.7 Taxes payable by the Province....15
8.8 Refund of Taxes by the Contractor....15
8.9 Withholding of Taxes....15
ARTICLE 9 RECORDS....15
9.1 Maintenance of Records....15
9.2 Form of Records....16
9.3 Custody of Province Records....16
9.4 Access....16
9.5 Control of Province Records....16
9.6 Final Return of Province Records....17
9.7 Storage and Disposal of Records....17
9.8 Unauthorized Loss or Destruction of Province Records....17
ARTICLE 10 AUDIT....17
10.1 Audit....17
10.2 Conduct of the Parties....18
10.3 Costs....19
10.4 Deficiencies....19
10.5 Survival....20
ARTICLE 11 REPRESENTATIONS, WARRANTIES AND COVENANTS....20
11.1 Province Representations and Warranties....20
11.2 Contractor Representations and Warranties – Capacity and Performance....20
11.3 Representations and Warranties Relating to Contractor Personnel....22
11.4 Reliance by the Province....22
ARTICLE 12 PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY....22
12.1 Ownership of Province Materials....22
12.2 Province Data....23
12.3 Marks and Logos....23
12.4 Use of Province-Licensed Items....23
12.5 Work Product Assignment, Waiver and Transfer....23
12.6 Province License to Contractor....24
12.7 Ownership of Contractor Materials....24
12.8 License of Contractor Materials....24
12.9 Consent for Contractor-Provided Third Party Materials....24
ARTICLE 13 PROVINCE INFRASTRUCTURE....25
13.1 Province Obligations....25
13.2 Use of Province Infrastructure....25
13.3 Termination of Rights to Province Infrastructure....25
13.4 Effect of Termination....26
ARTICLE 14 CONFIDENTIALITY....26

14.1 Acknowledgement....26
14.2 Protection of Confidential Information....26
14.3 Permitted Use and Disclosure of Confidential Information....26
14.4 Additional Permitted Disclosures by the Province....27
14.5 Exceptions to Obligation of Confidentiality....27
14.6 Disclosure Compelled by Law....27
14.7 Notification of Unauthorized Use of Province Confidential Information....28
14.8 This Agreement....28

ARTICLE 15 PRIVACY AND SECURITY....28
15.1 Privacy....28
15.2 Security Obligations....29

ARTICLE 16 INDEMNITY....29
16.1 Indemnification....29
16.2 Survival....30

ARTICLE 17 INSURANCE....30
17.1 Insurance....30
17.2 Workers' Compensation....30
17.3 Personal Optional Protection....30
17.4 Evidence of Coverage....30
17.5 Subcontractors....30

ARTICLE 18 DEFAULT AND TERMINATION....30
18.1 Events of Default....30
18.2 Remedies for Default....31
18.3 Delay Not a Waiver....31
18.4 Notice of Events of Default....31
18.5 Termination by the Province for Convenience....31
18.6 Termination by the Contractor....31
18.7 No Obligation to Invoke Dispute Resolution....32
18.8 Effects of Termination....32
18.9 Survival....32

ARTICLE 19 TRANSITION SERVICES....33
19.1 Transition Services....33
19.2 Transition-In Services....33
19.3 Transition-Out Services....33
19.4 Transition-Out Plan....34
19.5 Continuity of the Terminated Services and other Services during the Transition-Out Period....34
19.6 Transfer of Dedicated Assets....35
19.7 Transition-Out Period....35
19.8 Charges for Transition Services....35
19.9 Equitable Remedies....35

ARTICLE 20 GOVERNING LAW AND DISPUTE RESOLUTION....36
20.1 Governing Law and Jurisdiction....36
20.2 Dispute Resolution....36
20.3 Confidentiality and Mutual Efforts....36
20.4 Continuity of Services....36
20.5 Exceptions....36

ARTICLE 21 NOTICE....37

21.1 Notice 37
21.2 Change of Contact Information 37
21.3 Notice of Adverse Events 37

ARTICLE 22 FORCE MAJEURE 38
22.1 Definition 38
22.2 Notice 38
22.3 Effect 39
22.4 Mitigation 39
22.5 Resumption of Performance 39
22.6 Exception 39

ARTICLE 23 MISCELLANEOUS 39
23.1 Further Assurances 39
23.2 Waiver 40
23.3 Assignment by the Contractor 40
23.4 Assignment by the Province 40
23.5 Legal Relationship 40
23.6 Amendment 40
23.7 Publicity and Communications 40
23.8 Transaction Costs 41
23.9 Remedies 41
23.10 Binding Effect and Enurement 41
23.11 Conflict of Interest 41
23.12 Severability 41
23.13 No Third-Party Beneficiaries unless Specifically Referenced 41
23.14 Execution by Counterpart 42

SCHEDULES

Schedule "A" - Definitions
Schedule "B" - Services
Schedule "C" - Transition-in Services
Schedule "D" - Service Delivery Principles
Schedule "E" - Fees and Pricing Model
Schedule "F" - Personnel Minimum Requirements
Schedule "G" - Governance and Stewardship
Schedule "H" - Reporting Requirements
Schedule "I" - Conflict Resolution Protocol
Schedule "J" - Privacy Protection Schedule
Schedule "K" - Security Schedule
Schedule "L" - Insurance

SERVICES AGREEMENT

THIS AGREEMENT is made the 14 day of December, 2022.

BETWEEN:

His Majesty the King in right of the Province of British Columbia, represented by the Minister of Children and Family Development

(the "**Province**")

OF THE FIRST PART

AND:

Northwest Child Development Centre Society, a corporation incorporated under the laws of Canada and having a registered office at 1471 Columbia Drive, Smithers, BC V0J 2N4

(the "**Contractor**")

OF THE SECOND PART

WHEREAS:

A. The Province issued a Request for Proposals ("**RFP**") on **May 10, 2022** in order to procure a service provider to establish and operate a Family Connection Centre in **Smithers**, British Columbia, and aggregate and deliver certain services either directly or via subcontract for children and youth with support needs.

B. The Contractor submitted a response to the RFP and was selected as the successful proponent.

C. The Province wishes to retain the Contractor to provide, and the Contractor agrees to provide, the Services on the terms and conditions contained in this Agreement.

NOW THEREFORE in consideration of the premises and covenants, agreements, representations, warranties and payments set out in this Agreement, the parties agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise provided in this Agreement, capitalized terms will have the meanings given to those terms in the attached **Schedule "A"** *(Definitions)*. Terms defined elsewhere in this Agreement will have the meanings ascribed to them.

1.2 Interpretation

Unless expressly stated otherwise or unless the context otherwise requires, in this Agreement:

(a) a reference to a statute, whether or not that statute has been defined, means a statute of the Province of British Columbia and includes all current and subsequent amendments to it, the regulations under it and any enactment passed in substitution therefor or replacement thereof;

(b) a reference to any international or independent published best practice, code, standard or rule, whether or not expressly named, refers to it as it may be updated or contained in a later published best practice, code, standards or rules, other than in a discussion draft, at the applicable time;

(c) words and defined terms importing the singular include and have a comparable meaning when used in the plural, and vice versa, and words importing gender include all genders;

(d) any approval, consent, authorization, option, right or other discretion exercisable by the Province will be in the Province's sole, absolute and unfettered discretion, and may be conditional;

(e) references to "**person**" include an individual, partnership, association, body corporate, firm, unincorporated organization, society, government or governmental authority, as the context may require;

(f) "**record**" has the meaning given in the *Interpretation Act* and "**records**" will bear a corresponding meaning;

(g) the words "**includes**" and "**including**" are not intended to be limiting; and

(h) any reference to "**knowledge**" of either party or of any officer or other personnel of that party means the knowledge of such party after having made due inquiry, and if such party fails to make such due inquiry, then the knowledge that such party would have had if such party had conducted reasonable inquiry into the subject matter.

1.3 Recitals

The recitals to this Agreement are intended to be a general introduction to this Agreement, and are not intended to expand the scope of the parties' obligations under this Agreement, or to alter the plain meaning of the terms and conditions of this Agreement.

1.4 Headings

The headings and captions in this Agreement are inserted for convenience only, and do not form part of this Agreement or in any way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement. The provision of a table of contents is for convenience of reference only, and will not affect the construction or interpretation of this Agreement.

1.5 Currency

Unless otherwise specified, all references to money in this Agreement are references to the lawful money of Canada.

1.6 Time

Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension. A reference to time is to Pacific Standard Time or Pacific Daylight Saving Time as in effect in British Columbia at the applicable time. Unless otherwise specified in this Agreement, when calculating a period of time expressed as days, weeks, months or years as "after", "from", "of" or "within" which any act is to be done or any step taken, the date that is the reference date for starting the calculation of that period will be excluded and the final date for completing that act or step will be included.

1.7 No Permit or Fetter

This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory power or duty.

1.8 Schedules

All Schedules and any corresponding exhibits attached to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

1.9 Entire Agreement

This Agreement (including any amendment to it) constitutes the entire agreement between the parties and supersedes any other prior agreements, undertakings, declarations, commitments, understandings, proposals, requests for proposals and representations, whether written or oral, express or implied, statutory or otherwise between the parties with respect to the subject matter of this Agreement.

1.10 Construction / Joint Drafting

The parties agree that they have had and will continue to have the benefit of independent legal advice, that they have jointly contributed to the drafting of this Agreement, and that they will contribute jointly to the drafting of any Contract Documents to be prepared in the future pursuant to this Agreement. Accordingly, it is the intention of the parties that the principle of *contra proferentem* will not apply with respect to the interpretation of this Agreement or any other Contract Documents.

1.11 Acting Reasonably

Any requirement in this Agreement for a party to act reasonably, use reasonable efforts, or any variations thereof, will mean that the party will use all reasonable commercial efforts having regard to the surrounding circumstances, unless expressly provided otherwise. Any requirement in this Agreement for the Province to act reasonably, use reasonable efforts, or any variations thereof (including any requirement for approvals or consent by the Province not to be unreasonably withheld) will not, however, require the Province to act in a manner that is contrary to or inconsistent with any policies, directives, executive directions, Treasury Board (as defined in the FAA) decisions, guidelines, rules, regulations, legislation or other determinations of the Province.

1.12 Conflict of Provisions

If there is a conflict or inconsistency between a provision of:

(a) **Schedule "J"** (*Privacy Protection Schedules*);

(b) **Schedule "K"** (*Security Schedules*);

(c) the main body of this Agreement;

(d) any Schedule other than the Privacy Protection Schedules and Security Schedules;

(e) any Contract Document other than those specifically listed in this section 1.12;

then the order of precedence will be the order in which the documents are listed above, subject to any express provision to the contrary in a Contract Document, provided that any such express provision does not conflict with the provisions of **Schedule "J"** *(Privacy Protection Schedules)*, the contents of which Schedules will take precedence.

ARTICLE 2
SERVICES

2.1 Services

During the Term, the Contractor will provide the following services (individually and collectively, the "**Services**") in accordance with this Agreement:

(a) Transition-In Services;

(b) Core Services;

(c) Transition-Out Services; and

(d) all such other or additional services set forth or otherwise described in this Agreement.

2.2 General Performance Requirements

In performing the Contractor's obligations under this Agreement, the Contractor will:

(a) comply with all Applicable Laws and Policies and Procedures;

(b) perform the Services to the highest standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services;

(c) perform the Services in accordance with the Service Delivery Principles set forth in **Schedule "D"**" *(Service Delivery Principles)*, as appropriate;

(d) perform the Services to meet the applicable timelines, including any milestone dates and due dates, and where no such dates or timelines are specified, in a diligent and timely manner; and

(e) comply with any reasonable instructions (in writing or otherwise) as to the performance of any Services given by the Province from time to time.

Without limiting to the foregoing, unless otherwise expressly specified in this Agreement, the Contractor will be responsible for providing all hardware (if applicable), software, technologies, facilities, licenses, permits, materials, personnel and other materials required for the Contractor to perform the Services.

2.3 Included or Incidental Services

The parties acknowledge that there are functions, tasks and materials that are not or will not be specifically listed or described in the description of the Services in **Schedule "B"** *(Services)*, but that are customarily required for the proper performance, provision, delivery and use of the Services to be provided pursuant to this Agreement. The parties agree that the delivery or performance of such functions, tasks and materials are implied, and therefore included, in the scope of the Services under this Agreement to the same extent and in the same manner as if those functions, tasks or materials had been specifically described in **Schedule "B"** *(Services)*, and will be delivered by the Contractor as part of the Services. Notwithstanding the foregoing, this section 2.3 is not intended to expand the scope of the Services beyond the Services described in this Agreement, or to require a higher standard of Service delivery than that which is otherwise described in this Agreement, and any such expanded scope or requirement for a higher standard will be subject to a Change Request.

2.4 Business Continuity and Disaster Recovery

The Contractor will develop and maintain a written business continuity and disaster recovery plan that contains procedures for the continued performance of the Services and the Contractor's other obligations under this Agreement in the event of a disaster, Force Majeure Event or other event that results in a significant interruption to the Services. Upon request, the Contractor will provide the Province with a copy of its business continuity and disaster recovery plan. The Contractor will regularly test its business continuity and disaster recovery plan (at least annually) with respect to the Services and will promptly report to the Province the results of such tests. Where the Contractor operates more than one FCC under this Agreement, the Contractor will ensure it has a business continuity and disaster recovery plan for each FCC.

2.5 Knowledge Transfer

Throughout the Term, the Contractor will provide the Province and its personnel with ongoing knowledge transfer with respect to the Services in such manner as may be requested by the Province from time to time, and which will include the provision of the Documentation described in section 2.6. The purpose and extent of the knowledge transfer is so that the Province is a well-informed customer regarding the manner in which the Services are delivered and has sufficient knowledge to understand and obtain the benefit of and, if necessary, to transition and continue the Services previously performed or then being performed by the Contractor.

2.6 Documentation

Without limiting the Contractor's obligations under section 2.3 and **Schedule "B"** *(Services)*, the Contractor will, throughout the Term, create and maintain Documentation which will provide all such complete and correct information as may be required in support of the knowledge transfer obligations described in section 2.3 and **Schedule "B"** *(Services)*.

2.7 Timelines

The Contractor will complete the performance of the Services in accordance with the timelines and deadlines specified in this Agreement. If the Contractor wishes to make any changes to the timelines for performance of the Services, the Contractor will raise the issue through the Relationship Management Process. Subject to Article 22, any delay in performing an event beyond the agreed timeline or deadline will, to the extent to which it is not caused by the action or inaction of the Province, constitute an Event of Default.

2.8 Temporary Suspension of Services

The process for the Province exercising a temporary suspension of Services will be as follows:

(a) The Province may at any time, by written notice to the Contractor, order the Contractor to suspend any particular Services to be provided under this Agreement, and the Contractor must comply with any such order. No fees will be owing in respect of the suspended Services during the suspension period. Unless this Agreement is earlier terminated or expires, no later than ninety (90) days after a suspension goes into effect, the Province must give the Contractor written notice in the same manner that the Province is:

(i) rescinding the suspension order or cancelling the suspension of any of the suspended Services;

(ii) terminating all or any of the suspended Services; or

(iii) terminating this Agreement.

(b) If the Province cancels the suspension of any suspended Services:

(i) no later than ten (10) Business Days from the date of a notice of a suspension order, the Contractor will immediately resume providing the suspended Services; or

(ii) after ten (10) Business Days from the date of a notice of a suspension order, the Contractor will resume providing the suspended Service as soon as practicable, but in any event within fifteen (15) Business Days or such other period as agreed by the Province through the Relationship Management Process.

(c) All times, dates or periods for any suspended Services and related milestones will be deemed adjusted by the same length of time as the suspension period, provided that the Term of this Agreement will not be extended without the written agreement of both parties.

(d) Any unforeseen costs associated with restarting any suspended Services can be raised by the Contractor through the Relationship Management Process.

2.9 Non-Exclusive / Other Service Providers

The Contractor acknowledges and agrees that this Agreement does not grant to the Contractor the exclusive right to perform the Services, or guarantee to the Contractor that it will have the right to supply all or any specific portion of the Services (or any other goods or services, whether the same, similar to, or different from the Services), or that the Province will procure any minimum level of Services under this Agreement. The Province may elect at any time and for any reason to provide all or any part of the Services itself or to engage an Other Service Provider to do so. If the Province so elects, the Contractor will provide to the Province and the Other Service Provider all such reasonable information, assistance and access to Contractor Personnel as may be requested by the Province pursuant to, and in accordance with, Article 21. If the Province engages an Other Service Provider to provide all or any portion of the Services, if requested by the Contractor, the Province will require the Other Service Provider to enter into a non-disclosure agreement among each of the Province, the Contractor, and the Other Service Provider.

ARTICLE 3
CHANGE REQUEST PROCESS

3.1 Changes to the Services

The Province may propose changes to the Services (each, a "**Change**") without invalidating or committing a breach of this Agreement. For greater certainty, the processes described in this Article 3 pertain only to changes to the scope and nature of the Services set out in **Schedule "B"** (*Services*).

3.2 Ordinary Course Changes

From time to time during the Term, the Province may require changes to any Services in the ordinary course of its operations, which do not have a material impact on either:

(a) the delivery and performance of the Services; or

(b) the cost of providing the Services ("**Ordinary Course Changes**"). Requests for Ordinary Course Changes will be submitted in writing by the Province Director to the Contract Manager.

The parties agree that Ordinary Course Changes are within the scope of the Services, and will not result in the payment of additional Fees by the Province to the Contractor. Ordinary Course Changes may be implemented without the need for an Approved Change Request, although the Contractor will retain a record of each Ordinary Course Change performed.

3.3 Other Changes – Change Request Process

In addition to Ordinary Course Changes, the parties acknowledge that certain other changes to the Services may be required or desirable. In the case of Changes that are not Ordinary Course Changes, the following process will apply:

(a) The Province may request a Change by submitting a written request ("**Change Request**") to the Contract Manager, which will include all relevant information reasonably required for the proper consideration of the requested Change;

(b) If requested by the Contractor within five (5) Business Days after receipt of a Change Request, the parties will within ten (10) Business Days after such request, meet through the Relationship Management Process to clarify and provide further information regarding the proposed Change;

(c) Within ten (10) Business Days of the receipt of a Change Request or, if a meeting has been held pursuant to subsection 3.3(b), within ten (10) days of that meeting (or such longer or shorter period as may be agreed by the parties acting reasonably and having regard to the nature and complexity of the Change Request), the Contractor will prepare and submit to the Province a proposal ("**Proposal**") in accordance with subsection 3.3(d);

(d) A Proposal must include a detailed description of the proposed Change, pricing (including any options regarding scope and functionality with associated pricing options), as well as the impact of, and any associated risk resulting from, the proposed Change, including with respect to the following matters, as appropriate:

(i) Fees and any other amounts to be paid by the Province;

(ii) the performance and use of the Services;

(iii) timing of both existing and future Services and Deliverables;

(iv) security;

(v) the protection of Personal Information; and

(vi) any other information related to this Agreement or the affected Services or Deliverables that may be impacted by the Change;

(e) Unless otherwise agreed by the Province, all pricing included in a Proposal must be completed in accordance with the cost estimate reporting requirements set out in **Schedule "E"** *(Fees and Pricing Model)*;

(f) The Province will evaluate and respond to a Proposal within ten (10) Business Days of receipt (or such longer period as the parties may agree acting reasonably and having regard to the nature and complexity of the Change). The Province may, but will not be obliged to accept all or any part of a Proposal. Upon Execution by the Province, a Proposal (including any agreed amendments thereto) will become an "**Approved Change Request**", and will be binding upon the parties;

(g) The Contractor will not reject a Change Request initiated by the Province unless:

(i) the Contractor is unable to make the Changes contemplated by the Change Request as a result of technical impediments that are commercially unreasonable to overcome; or

(ii) the Change requested will result in a material adverse effect on the Contractor's ability to comply with its obligations regarding security or the protection of Personal Information, or any other material terms or conditions of this Agreement (each an "**Adverse Impact**").

If the Contractor believes that any Change Request initiated by the Province will result in an Adverse Impact, the Contractor will request a meeting with the Province in accordance with subsection 3.3(b), and will in advance of that meeting provide the Province with a written explanation of the Adverse Impact, including details of the Adverse Impact and suggested reasonable alternatives to the Change Request or means of mitigating the effects of the Adverse Impact. If the Province requires that the Change Request be implemented as requested notwithstanding the Adverse Impact to the Contractor, then the impact of the Change Request, including on the Fees and the Contractor's affected obligations under this Agreement, will be addressed through the Relationship Management Process; and

(h) If the Contractor has rejected a Change Request, or if the parties are otherwise unable to agree on the corresponding increase or decrease to the Fees, or any other aspect of a Change Request then, notwithstanding any Adverse Impact, the Province may direct the Contractor to, and the Contractor will, implement the Change Request and the matter will be concurrently treated as a Dispute to be resolved pursuant to the Dispute Resolution Process.

3.4 Implementation of Approved Change Requests

Unless otherwise expressly agreed in the Approved Change Request, the Contractor will be solely responsible for implementing an Approved Change Request.The Contractor will use all reasonable means to minimize disruption to the use and delivery of the Services, and to the business operations of the Province as a result

of the implementation of an Approved Change Request. The cost of implementing an Approved Change Request will be borne as agreed in the Approved Change Request, or as otherwise provided in this Agreement.

3.5 Amendment of this Agreement

Each Approved Change Request will constitute an amendment to this Agreement. Provided that the Approved Change Request relates solely to Changes to the nature and scope of the Services and does not require any terms or conditions of this Agreement to be modified, this Agreement will be interpreted as amended by the Approved Change Request from and after the effective date of the implementation of an Approved Change Request, and this Agreement, as so amended, will continue in full force and effect for the remainder of the Term. Any Proposal or Approved Change Request requiring any terms and conditions of this Agreement to be modified, whether or not executed by the parties, will not bind either party unless and until executed by their authorized signatories by way of a formal amendment to this Agreement in accordance with section 23.6.

3.6 Record of Changes

Throughout the Term, the Contractor will maintain an accurate and complete record of all Changes to the Services contemplated by this Article 3. The record must be maintained as a server-based record and in such other forms as the parties may agree pursuant to the Relationship Management Process, and must be available to the Province at all times, including during any Transition-Out Period.

ARTICLE 4
RELATIONSHIP MANAGEMENT

4.1 Relationship Management

During the Term, the relationship of the parties (including the mechanisms by which they will manage this Agreement) will be governed by the provisions of this Article 4, and the processes, procedures and provisions set forth in **Schedule "G"** *(Governance and Stewardship)*.

4.2 Cooperation of the Parties

Each party will cooperate with the other, in good faith, in the performance of its obligations under this Agreement. In connection therewith, each party will make available, as reasonably requested by the other party, such management decisions, information, approvals and acceptances such that the provision of the Services may be accomplished in a proper, timely and efficient manner and in accordance with the processes and procedures set forth in this Agreement. Unless specifically provided otherwise in this Agreement, where an agreement, approval, acceptance or consent of the other party is required by any provision of this Agreement, then such action will not be unreasonably withheld or delayed having regard to all of the surrounding circumstances.

4.3 Assessments and Reviews

Without limiting the generality of section 4.2, the Contractor agrees that it will participate in, update, and generally provide all such reasonable assistance as the Province may require in connection with any Security Threat and Risk Assessment, Privacy Impact Assessment, and other assessment, inspection or review related to the Services, and agrees to implement any recommendations or required Changes resulting from the inspection or review within the time specified by the Province or, if no time is specified, within a reasonable time.

4.4 Power and Authority of the Contractor

Except as otherwise set forth in this Agreement, the Contractor will have the power and authority to take such actions as it deems to be necessary or advisable to perform the Services in accordance with the terms and conditions set forth in this Agreement; provided, however, that the Contractor will not take any action under this Agreement if such action is:

(a) subject to the approval of the Province, without having received such approval; and

(b) subject to consultation with the Province, without having undertaken such consultation.

For greater certainty, no such approval or consultation will in any manner relieve the Contractor from performing its obligations or delivering the Services as contemplated under and in accordance with the express terms of this Agreement, nor will such approval or consultation have any effect on the allocation of risk to the Contractor as a result of the covenants, obligations and requirements of the Contractor under this Agreement.

ARTICLE 5
CONTRACTOR PERSONNEL

5.1 Contract Manager

Upon the execution of this Agreement, the Contractor will appoint a contract manager (the "**Contract Manager**") who will be the Province's primary point of contact with the Contractor with respect to all matters arising under this Agreement. The Contract Manager will have sufficient authority to make operational decisions on behalf of the Contractor in respect of the performance of the services, including in relation Contractor Personnel.

5.2 General Principles Regarding Contractor Personnel

At all times during the Term, the Contractor will employ sufficient Contractor Personnel to perform the Services in accordance with the terms and conditions of this Agreement. Without limitation:

(a) the Contractor is solely responsible to the Province for the management and supervision of, and for the acts, omissions, performance of, and damage caused by Contractor Personnel in the performance of the Services;

(b) the Contractor will ensure that all Contractor Personnel performing the Services:

(i) possess the necessary skills, expertise, and experience to deliver, carry out and complete the tasks which they are assigned, including any skills and qualifications specified in **Schedule "B"**(*Services*) and **Schedule "F"** *(Personnel Minimum Requirements)*, in a good and proficient manner, consistent with the highest industry standards of skills and professionalism;

(ii) comply with all privacy, security and confidentiality obligations under this Agreement (including all restrictions regarding the use, transmission and storage of Personal Information, and all obligations regarding privacy training); and

(iii) comply with all applicable terms and conditions governing the use of any Third-Party Materials, as advised by the Province.

(c) upon written request by the Province, or where otherwise necessary, appropriate or prudent to do so given the nature of the Services to be performed or of the Province Confidential Information being accessed, used or disclosed, the Contractor will at its expense conduct, or ensure that Subcontractors conduct, appropriate background checks with respect to the applicable Contractor Personnel prior to such persons commencing to provide the Services;

(d) the Contractor is solely liable and responsible (to the exclusion of the Province) for all costs, expenses, liabilities or claims, whenever incurred, relating to:

(i) salaries and other compensation payable to Contractor Personnel;

(ii) labour relations proceedings or orders, grievances, arbitration proceedings or unsatisfied arbitration awards relating to Contractor Personnel;

(iii) strikes or other actions due to labour disputes involving its Contractor Personnel; and

(iv) complaints, Claims, decisions, applications, orders or prosecutions under any employment or labour standards, occupational health and safety, workers' compensation, pay equity, employment equity and human rights legislation relating to Contractor Personnel, regardless of the time that the matter or event giving rise to any such costs, expenses, liabilities or Claims arises or occurs, and for greater certainty, unless provided otherwise under the terms of this Agreement, none of the costs, expenses, liabilities or Claims referred to in this subsection 5.2(c) will be subject to reimbursement by the Province to the Contractor;

(e) the Contractor will deal with its Subcontractors in such a manner that the Province will have no liability resulting from the failure of the Subcontractors to meet the same responsibilities and payment obligations as are described in subsection 5.2(c), above, with respect to its personnel and Subcontractors;

(f) the Contractor will, and will cause all Contractor Personnel to comply at all times with all applicable collective agreements, employment standards, occupational health and safety, workers' compensation and human rights legislation, and other Applicable Laws relating to Contractor Personnel;

(g) the Province may require the removal and/or replacement of any Contractor Personnel, even if the Contractor Personnel had been previously approved by the Province. All requests for removal and/or replacement of Contractor Personnel will be made in writing to the Contractor. The replacement of Contractor Personnel must be effected by the Contractor within thirty (30) days of receipt of the Province's request and will be at the Contractor's sole expense. Unless otherwise agreed by the Province, replacement Contractor Personnel must possess equivalent or better skills, knowledge, training, qualifications and experience than the person who they are replacing; and

(h) the Contractor is solely liable and responsible for, to the exclusion of the Province, any additional payments, losses, costs or damages arising from or otherwise relating to the termination by the Contractor or by any Subcontractor of any Contractor Personnel, and the Contractor and the Subcontractors will not be reimbursed by the Province for any such additional payments, losses, costs, damages, Claims, or liabilities.

ARTICLE 6
SUBCONTRACTORS

6.1 Responsibility for Subcontractors; Exercise of Contractor Rights by Subcontractors

The Contractor is solely responsible for supervising and ensuring that Subcontractors fully comply with this Agreement in performing the Contractor's subcontracted obligations, as if the obligations had been wholly performed by the Contractor. For greater certainty, any rights granted to the Contractor under this Agreement for the purpose of performing a Contractor obligation may be exercised by a Subcontractor solely for the purpose of performing that obligation; provided always that the exercise by a Subcontractor of any Contractor right will be subject to the terms and conditions of this Agreement. The Contractor is liable to the Province for the acts and omissions of all Subcontractors and their personnel, including any breach of the terms of this Agreement. Under no circumstances will a contractual relationship exist, or be deemed to exist, between the Province and any Subcontractor, and no Subcontract (whether approved by the Province or not) or other contract will relieve the Contractor of any of its obligations under this Agreement or impose any obligation or liability upon the Province in relation to any Subcontractor. Without limiting the general nature of the foregoing, the Contractor is solely responsible for all fees, charges, expenses and other amounts payable to its Subcontractors.

6.2 Subcontract Terms

The Contractor will ensure that enforceable written contracts are in place with all Subcontractors (each, a "**Subcontract**") prior to the commencement of any subcontracted obligations. The Contractor will ensure that no Subcontract includes any term or provision that is inconsistent with, or contrary to, the terms and conditions of this Agreement, or any applicable Policies and Procedures or Applicable Laws. Furthermore, each Subcontract must contain provisions:

(a) enabling the Contractor to terminate the Subcontract, or to suspend or cancel any portion of the Services to be provided pursuant to the Subcontract, in the event that the Province terminates this Agreement or suspends or cancels all or a portion of the Services;

(b) preserving the Province's rights and benefits under this Agreement without the need for further action by the Province;

(c) requiring that the Subcontractor fully adhere and comply with this Agreement, to the extent applicable, in performing the subcontracted obligations, and ensure its personnel are similarly bound, including complying with obligations regarding privacy, security, the protection of Province Confidential Information (including all Personal Information), Intellectual Property, audits, insurance, and workers' compensation; and

(d) releasing the Province from any liability with respect to the Subcontractor and its personnel.

6.3 List of Subcontractors and Subcontractor Information

The Contractor will provide the Province with a complete list of all Subcontractors performing any Services:

(a) Within **30** days of the Effective Date;

(b) on the Assumption of Service Date and every 6 months thereafter; and

(c) at any other time during the Term upon the Province's request.

In addition to the list of Subcontractors, the Contractor will provide such other information reasonably requested by the Province about any Subcontractors that relates to this Agreement or the Subcontractor's provision of Services pursuant to this Agreement.

6.4 Removal of Subcontractor

The Province may, in its absolute discretion, direct the Contractor to remove or exclude any Subcontractor from the provision of the Services where:

(a) the Province, acting reasonably, considers a Subcontractor unsuitable for the work or tasks assigned to such Subcontractor;

(b) the background check results or credentials of a Subcontractor are not satisfactory to the Province, acting reasonably;

(c) due to the breach, wilful misconduct, fraud or other forms of malfeasance by a Subcontractor, the continued use of such Subcontractor will or could have a detrimental effect on and is no longer in the best interest of the Province;

(d) the Province considers, acting reasonably, that the retention of a Subcontractor presents a potential privacy, security or confidentiality risk; or

(e) the acts or omissions of a Subcontractor reflect unfavourably on the good name and reputation of the Province or the Province's program for delivering services for children and youth with support needs more generally.

ARTICLE 7
REPORTING

7.1 Generally

During the Term, the Contractor will prepare or cause to be prepared, and will provide to the Province, all reports and information relating to the performance of the Services and the Contractor's other obligations under this Agreement, as required by the Province and set forth in **Schedule "H"** *(Reporting Requirements)*.

7.2 Review and Changes to Reporting Requirements

The parties, through the Relationship Management Process, will conduct an annual review of then-current reporting requirements under this Agreement, and will consider any changes that the Province determines to be appropriate or desirable.

7.3 Format of Reports

The Contractor will provide all reports to be provided to the Province under this Agreement in the format, and using such means as may be directed by the Province to the Contractor from time to time. Without limitation, to the greatest extent possible, the Contractor will use web-enabled reports and direct electronic access to data and query reports, and will minimize the amount and types of paper-based reporting.

ARTICLE 8
FEES AND PAYMENT

8.1 Fees

The Fees payable by the Province in respect of the Services and Deliverables will be in the amounts and payable at the times or upon the achievement of the milestones set out in this Article 8, **Schedule "E"** *(Fees and Pricing Model)*.

The Province has the right to set-off any Fees, expenses and other amounts owed by the Province to the Contractor against any amounts that would otherwise be owed by the Contractor to the Province.

8.2 Withholding of Payment

The Province may:

(a) withhold payment on any portion of a Contractor invoice that is disputed in good faith, until the Dispute is resolved in accordance with the Dispute Resolution Process; and

(b) withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents, against any Claims or Losses that have arisen or that could arise in connection with the provision of the Services under or in connection with this Agreement. Withholding of any amounts by the Province in accordance with this section 8.2 will not constitute a breach of this Agreement.

8.3 Interest on Overdue Payments

Notwithstanding any other provision of this Agreement or contained in any statement of account or other document issued by the Contractor, interest will not accrue to the Contractor or be calculated on overdue accounts, except at the rate prescribed, and commencing no earlier than the 61st day after the receipt by the Province of an undisputed invoice and as otherwise calculated in accordance with the *Interest on Overdue Accounts Payable Regulation* then in effect under the FAA. For greater certainty, interest will not be owing in respect of any payments that are set-off or withheld in accordance with this Article 8.

8.4 Interest on Overpayment and Other Payments due to the Province

The Province may charge the Contractor interest on any overpayment collected by the Contractor from the Province and on any other payments required under this Agreement to be paid to the Province, at the rate prescribed and as calculated in accordance with the *Interest on Overdue Accounts Receivable Regulation* then in effect under the FAA.

8.5 Appropriation

Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor pursuant to this Agreement is subject to:

(a) there being sufficient monies available in an appropriation, as defined in the FAA, to enable the Province, in any Fiscal Year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and

(b) Treasury Board, as defined in the FAA, having not controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in ssubsection 8.5(a).

8.6 Prohibition against Committing Money

Without limiting any other provision of this Agreement, the Contractor will not, in relation to the performance of its obligations under this Agreement, commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

8.7 Taxes payable by the Province

The Province will pay all applicable sales taxes payable in respect of the Services purchased from the Contractor under this Agreement in accordance with Applicable Laws. The Contractor is solely responsible for the payment of all income taxes assessed or levied against it or its business, as well as any employee benefits.

8.8 Refund of Taxes by the Contractor

The Contractor will:

(a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor, or agreed to pay or reimburse to the Contractor, under this Agreement; and

(b) immediately upon receiving or being credited with any amount applied for under subsection 8.8(a), remit that amount to the Province.

8.9 Withholding of Taxes

The Contractor agrees that if the Province is required by Applicable Laws to deduct or withhold any amount on account of taxes ("**Withholding Taxes**") due or accruing in connection with any amounts payable to the Contractor under this Agreement, then the Province will have the right to deduct and withhold such Withholding Taxes from the amounts owing to the Contactor, and to pay the same to the appropriate governmental agency or taxing authority, unless the Contractor receives a tax waiver from the appropriate authority and provides a copy to the Province. All such Withholding Taxes paid by the Province for the benefit of the Contractor to a government agency or taxing authority will be deemed to have been made in satisfaction of the same amount due by the Province under this Agreement. The Province will have no responsibility for any such Withholding Taxes remitted to a government agency or taxing authority other than to provide the Contractor with such forms or reports as the taxing authority directs the Province to provide.

ARTICLE 9
RECORDS

9.1 Maintenance of Records

During the Term and for such longer period as may be required by the *Information Management Act*, the Contractor will:

(a) maintain and, as appropriate, cause its Subcontractors to maintain, accurate and complete rrecords related to this Agreement and to the Services and Deliverables provided by the Contractor under this Agreement, including supporting documentation, in accordance with prevailing industry standards and as may otherwise be required or necessary:

(i) for the Contractor to meet any reporting or record keeping requirements referred to in this Agreement;

(ii) to fully inform the Province of the work done and to be done by the Contractor and any Contractor Personnel pursuant to this Agreement; and

(iii) to enable the Province to verify compliance by the Contractor and any Subcontractor with the terms of this Agreement, and to ascertain the accuracy of all financial matters arising under this Agreement.

9.2 Form of Records

The records must be in a form and content satisfactory to the Province. Without limiting the generality of the foregoing, the Contractor will ensure that records with respect to the performance of the Services will conform, to the extent applicable, with Canadian Generally Accepted Accounting Principles (GAAP), the requirements of Applicable Laws, and the Province's Administrative Records Classification System (ARCS) and Operational Records Classification Systems (ORCS), as they may be amended from time to time.

9.3 Custody of Province Records

The Contractor will have Custody of the Province records from the later of:

(a) the date that Custody is granted to the Contractor by the Province; or

(b) the date of the creation or coming into existence of the Province record,

in accordance with the provisions of this Agreement.

9.4 Access

During the Term, and for such longer period as may be required by the *Information Management Act*, the Contractor will, within 72 hours of receipt of a written request, provide the Province, its Auditors and other authorized representatives of the Province with access including, where applicable and practicable to do so, with electronic access, to the following:

(a) all records, including Contractor Records, Province records, and Personal Information, related to the Services and Deliverables then in the Custody of the Contractor, wherever maintained; and

(b) any property or facility, including without limitation the FCC, at which the Services are being performed, where such records are housed, or where any records, Province records or Personal Information are physically maintained or stored.

9.5 Control of Province Records

The Province Records are and will remain the property and under the control of the Province and, accordingly, the Province records will continue to remain subject to the requirements of the *Information Management Act*, the *Electronic Transactions Act*, the *Interpretation Act*, FOIPPA, and all Policies and Procedures related thereto. The Contractor will comply with the requirements thereof in respect of the Province records as though each such Act or Policy and Procedure applied to the Contractor directly. In addition, the Contractor will:

(a) subject always to its obligations with respect to security, Confidential Information and the protection of Personal Information, not exploit, disclose, use or permit to be exploited, disclosed or used, any Province records other than as may be required for the purpose of providing the Services in accordance with this Agreement;

(b) not sell, transfer to another jurisdiction or to the Custody of any other person, destroy or otherwise dispose of the Province records without the approval and direction of the Province, or as contemplated under this Agreement;

(c) return the Province records to the Province upon written request from the Province or as may otherwise be required or permitted under this Agreement;

(d) at the request and expense of the Province, provide written or electronic copies of Province records for storage at Province Facilities or the facilities of any applicable regulatory body or agency, as the Province may require;

(e) maintain the safekeeping and integrity of the Province records in accordance with the records protocols set forth in applicable Policies and Procedures, and with the provisions of Article 16 and Article 17; and

(f) store all Province records separately from other records in the Contractor's Custody, and ensure that they are clearly identified as Province records.

9.6 Final Return of Province Records

Except as may be otherwise required by the Province, upon the later of:

(a) the termination or expiry of this Agreement; or

(b) the termination or expiry of any Transition-Out Period to which the Province records relate, the Contractor will deliver all Province records then in its Custody to the Province, including all full and partial copies thereof.

9.7 Storage and Disposal of Records

The Contractor will not destroy or dispose of any Province records without the prior written approval of the Province. If the Province requests, in writing, that the Contractor destroy or dispose of any Province records, the Contractor will comply with all applicable Policies and Procedures, Applicable Laws and any directions from the Province regarding the destruction or disposal of the Province records.

9.8 Unauthorized Loss or Destruction of Province Records

In the event that any Province records are destroyed, lost or altered, other than as permitted under this Article 9, due to any act or omission of the Contractor or any Contractor Personnel (whether such persons are acting within or outside the scope of their employment or consulting retainer), the Contractor will be responsible, at its cost, for restoring Province records to the most recently available electronic back-up copy or, where a back-up copy is not available, upon the Province's request, restoring or reconstructing the Province records utilizing electronic means, provided that such restoration or reconstruction is commercially reasonable.

ARTICLE 10
AUDIT

10.1 Audit

At any time during the Term and for a period of two (2) years after the expiration or termination of this Agreement, the Province may appoint an internal or external auditor, inspector, professional advisor or other

representative ("**Auditor**") to audit, review, inspect, confirm and/or verify any aspect of this Agreement and the Contractor's performance of its obligations under this Agreement, including:

(a) any matter related to the Services, including:

(i) the Contractor's compliance with this Agreement, associated terms and conditions of this Agreement, Applicable Laws, the Policies and Procedures, and all applicable privacy and security requirements;

(ii) the Contractor's general controls, certifications, accreditations, practices and procedures in connection with the Services; and

(iii) the completeness and accuracy of records and any other documentation or material provided by the Contractor to the Province;

(b) the records and supporting documentation referred to in Article 9; and

(c) operational and other audits as may be requested or otherwise required to be undertaken under the FAA or any other Applicable Law regarding any aspect of this Agreement.

10.2 Conduct of the Parties

In connection with the rights granted to the Province pursuant to section 10.1:

(a) The Province will:

(i) use reasonable endeavours to cause any audits and inspections to be performed during the Contractor's normal business hours and, unless the Province reasonably believes the Contractor to be in breach of this Agreement, upon written notice to the Contractor that is reasonable under the circumstances;

(ii) use reasonable endeavours not to hinder or interfere with the delivery of any Deliverables or the performance of the Services by the Contractor, or with the Contractor's other business operations; and

(iii) comply, and cause its Auditors to comply, with reasonable security, confidentiality and other similar policies of the Contractor while at the Contractor's premises, provided that:

(A) the Province has been provided with reasonable prior written notice of such policies;

(B) the policies are not in violation of any applicable statutory powers, duties, professional rights, or obligations of the Auditors;

(C) the policies do not unduly hinder or interfere with the conduct of the audit or inspection; and

(D) the policies are not otherwise contrary to the Province's legal rights or obligations, or any applicable Policies and Procedures.

If required by the Contractor, the Province will require its Auditors to execute a tripartite non-disclosure agreement among each of the Province, the Contractor, and the Province's Auditors, in a form approved by the Province, provided that the execution of such non-

disclosure agreement is compatible with, or not in contravention of, any statutory professional or other obligations or standards by which the Auditors may be bound. Notwithstanding the foregoing or anything to the contrary in this Agreement, any access to Contractor's premises or facilities must be pre-arranged, escorted, and will be limited to only the books, records and other documentation in respect to the Services and Deliverables, provided, however, that neither the Province nor its Auditors will be entitled pursuant to this Agreement to access any information of Contractor in respect of Contractor's other clients or any information of Contractor in respect of Contractor's costs related to the Services.

(b) The Contractor will, and will cause all Contractor Personnel to:

(i) cooperate with any Province inspections, investigations and audits;

(ii) make available on a timely basis all information and records requested by the Province and its Auditors;

(iii) provide the Province and its Auditors with assistance in obtaining access to such information and records, as may be reasonably requested, including providing access the Contractor's facilities and any equipment at those facilities used to provide the Services; and

(iv) permit the Province and its Auditors to examine and make copies of any paper and electronic records, correspondence, accounting procedures and practices, and any other relevant supporting financial or operational data pertaining to the delivery of the Services and the performance by the Contractor of its other obligations under this Agreement.

10.3 Costs

Except as provided in section 10.4, each party will bear its own costs in connection with an audit or inspection under this Article 10 including, in the case of the Contractor, the cost of the time and effort of the Contractor and Contractor Personnel to comply with any requests or requirements of the Province or an Auditor.

10.4 Deficiencies

If an audit or investigation under this Article 10 reveals a material deficiency, as determined by the Province in its discretion, then the following will apply:

(a) if the audit or investigation reveals an overcharge by the Contractor, then:

(i) within five (5) Business Days after receipt of notice of the overcharge, the Contractor will provide to the Province, at the Province's option, either a cash refund or invoice credit equal to the amount of the overcharge; and

(ii) if the amount of the overcharge is more than 5% of the amount of Fees and other amounts that should have been paid during the audited period, the Contractor will reimburse the Province, either by cash refund or invoice credit, for the Province's reasonable costs incurred in connection with the audit or investigation; and

(b) if the audit or investigation reveals any other material deficiency, unless otherwise specifically provided in this Agreement, the parties must meet as soon as possible in accordance with the

Relationship Management Process, to discuss and address the deficiency. Subject to any alternate resolution agreed by the parties pursuant to the Relationship Management Process, the Contractor will, as soon as practical (and subject to any timelines reasonably requested by the Province), develop and present to the Province a corrective action plan to be undertaken by the Contractor to resolve the deficiency, and Contractor's target date to implement the corrective action plan. The corrective action plan will contain sufficient detail so as to allow the Province to review and comment on the plan. Unless otherwise agreed by the parties in accordance with the Relationship Management Process, the Contractor will remedy, at its expense, the deficiency in accordance with the corrective action plan and any comments provided by the Province, in a timely manner reasonably acceptable to the Province. Without limiting the Province's audit and inspection rights under this Agreement, the Province shall have the right to conduct a follow up audit or inspection, as applicable, in respect of the Contractor's implementation of any corrective action plan undertaken pursuant to this section.

10.5 Survival

The Province's inspection and audit rights will survive the expiration or termination of this Agreement, subject to any applicable limitation period prescribed by Applicable Laws.

ARTICLE 11
REPRESENTATIONS, WARRANTIES AND COVENANTS

11.1 Province Representations and Warranties

The Province represents and warrants to the Contractor, and covenants with the Contractor that:

(a) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement;

(b) this Agreement has been duly authorized by all necessary action of the Province, and constitutes a valid, subsisting and legally binding obligation upon the Province that is enforceable against the Province in accordance with its terms; and

(c) the observance and performance of the terms and conditions of this Agreement will not constitute a breach of any statute or regulation of the Province or of Canada by which it is bound.

11.2 Contractor Representations and Warranties – Capacity and Performance

The Contractor represents and warrants to the Province and covenants with the Province that, throughout the Term:

(a) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with its terms;

(b) this Agreement has been duly authorized by all necessary action of the Contractor, and constitutes a valid, subsisting and legally binding obligation upon the Contractor that is enforceable against the Contractor in accordance with its terms;

(c) the Contractor is not insolvent, and is able to pay its debts as they become due in the ordinary course of business;

(d) in the performance of its obligations, the Contractor will comply with all Applicable Laws, rules, regulations and Policies and Procedures, as they may be amended from time to time, and will be responsible for ensuring compliance by its Subcontractors;

(e) the observance and performance of the terms and conditions of this Agreement will not constitute a breach of any law, statute or regulation by which the Contractor may be bound, or a breach or default under any contract or agreement to which the Contractor is a party;

(f) the Contractor is not under any current obligation or restriction, nor will it knowingly assume any such obligation or restriction, that does or could interfere or conflict with the performance of the Contractor's obligations under this Agreement;

(g) the Contractor has sufficient trained staff, facilities and appropriate equipment to enable it to fully perform its obligations under this Agreement;

(h) with the exception of any information provided by the Province and which is incorporated into the Contractor's documents, all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement, including all information provided by the Contractor to the Province in the course of the procurement process prior to entering into this Agreement, including in the RFP Response, are true and correct and not misleading in any material respect, and the Contractor has not failed to disclose any further information necessary in order to make the information disclosed not misleading in any material respect;

(i) the Contractor has no knowledge of any fact or of any legal Claim against it that will materially adversely affect or, so far as it can foresee, may materially adversely affect its properties, assets, condition (financial or otherwise), business, operations, or ability to fulfil its obligations under this Agreement;

(j) the Contractor will conduct its business in relation to the Services in a professional and competent manner that will reflect favourably on the good name and reputation of the Province, and will refrain from engaging in any unfair or deceptive trade practice, unethical business practice, or any other practice or conduct that could reflect unfavourably upon the Province;

(k) the Contractor has filed all Taxes, corporate information and other returns required to be filed by the laws of British Columbia and Canada, and has paid all Taxes, fees and assessments calculated to be due by it under those laws;

(l) the Contractor has, and has ensured that all Subcontractors have, obtained all necessary consents and permissions for the collection, use and disclosure of all Personal Information to be collected, used and/or disclosed by it pursuant to this Agreement, including any Personal Information belonging to Contractor's Personnel; and

(m) the Contractor will obtain, and maintain throughout the Term, at its sole expense, all arrangements, licenses, subscriptions, permits and approvals from third parties as are necessary or advisable, including government entities and Third Party Providers, to ensure that the Contractor and all Contractor Personnel can fully perform their obligations, and that the Province can fully exercise its rights under this Agreement.

11.3 Representations and Warranties Relating to Contractor Personnel

The Contractor represents and warrants to the Province and covenants with the Province that, throughout the Term:

(a) the Contractor will, at its own expense, arrange, supply and be wholly responsible for all labour required in connection with the performance of the Contractor's obligations in accordance with this Agreement;

(b) the Contractor has taken all such actions that it is required to take in respect of Subcontractors under this Agreement including the incorporation into enforceable Subcontracts, when required pursuant to section 8.4, of all relevant obligations required for the performance by such Subcontractors of the Contractor's subcontracted obligations in accordance with the terms of this Agreement;

(c) the Contractor will ensure that all Contractor Personnel who are engaged in the provision of the Services, are adequately trained, fully instructed and supervised;

(d) the Contractor and all Contractor Personnel possess the skills, expertise, experience and training required pursuant to this Agreement; and

(e) the Contractor will comply, and ensure that all Subcontractors comply, with all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia and similar laws in other jurisdictions.

11.4 Reliance by the Province

All representations, warranties and covenants made or provided by the Contractor under this Agreement are material and will conclusively be deemed to have been relied upon by the Province, notwithstanding any prior or subsequent investigation by the Province.

ARTICLE 12
PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY

12.1 Ownership of Province Materials

Notwithstanding any other provision of this Agreement:

(a) the Province owns and retains all right, title and interest in, to and associated with all Province Materials and all related Intellectual Property Rights;

(b) the Contractor will not acquire any right, title or interest in, to or associated with any Province Materials or other Province Intellectual Property, or any related Intellectual Property Rights, other than as expressly provided in this Article 12;

(c) the Contractor will promptly return to the Province or, at the Province's option, destroy all Province Materials and other Province Intellectual Property (including all copies) in the Contractor's possession or control:

(i) at any time upon request by the Province;

(ii) after the Contractor's completion of the work for which the Province Materials and other Intellectual Property were provided to the Contractor; and

(iii) upon expiration or termination of this Agreement.

12.2 Province Data

Without limiting the generality of section 12.1, the Contractor acknowledges and agrees that, as between the parties, the Province owns all Province Data. Neither the Contractor nor any Contractor Personnel may use any Province Data other than as required for the purpose of providing the Services and then, only in accordance with this Agreement. For greater certainty, under no circumstances may the Contractor or any Contractor Personnel monetize or commercialize any Province Data, whether or not such data has been aggregated or otherwise anonymized.

12.3 Marks and Logos

The Contractor will not use any trademarks, official marks, business names, trade names, domain names, trading styles, logos, or other distinguishing marks ("**Marks**") of the Province, whether registered or unregistered, for any purpose, whether in conjunction with the performance of the Services or otherwise, without the express prior written permission of the Province. Use of any Contractor, Subcontractor or other third party Marks on or in any Work Product is subject to the prior approval of the Province.

12.4 Use of Province-Licensed Items

The Contractor will, and will ensure that all Contractor Personnel, use any Province-Licensed Items solely for the purpose of performing the Services in accordance with this Agreement. The Contractor acknowledges that the Contractor's access to or use of any Province-Licensed Items may be subject to additional terms, conditions and restrictions with the applicable Third Party Provider and/or the Province, and agrees that it will comply, and will ensure that all Contractor Personnel comply, with all such additional terms, conditions and restrictions, as directed by the Province.

12.5 Work Product Assignment, Waiver and Transfer

(a) The Province will solely own all right, title, and interest in, to and associated with each Work Product and all related Intellectual Property Rights. Neither the Contractor nor any Contractor Personnel will retain any right, title or interest in, to or associated with any Work Product or any related Intellectual Property Rights, and will not authorize any other person to use, reproduce, modify (including creating derivative works), and distribute any Work Product or any related Intellectual Property Rights in any manner or for any purpose other than as required for the performance of the Contractor's obligations under this Agreement.

(b) The Contractor:

(i) hereby irrevocably and unconditionally assigns and transfers to the Province, effective as of the date that each Work Product is created, all right, title and interest throughout the world in, to and associated with each Work Product and all related Intellectual Property Rights, free and clear of any and all liens, encumbrances, charges and interests whatsoever of any other person, without any limitation of time and without restriction; and

(ii) represents and warrants that it has obtained duly executed written agreements that irrevocably and unconditionally waive in the Province's favour any and all non-transferable

rights (including all moral rights and rights of authorship and attribution), which the Contractor or Contractor Personnel may have in the Work Product, and confirm the vesting in the Province of all Intellectual Property Rights in the Work Product.

Upon request, the Contractor will deliver to the Province documents satisfactory to the Province which evidence that Contractor Personnel how have contributed to the development or creation of Work Product have assigned and transferred their rights in respect of such Work Product to the Contractor and provided the waiver contemplated in section 12.5(b)(ii).

(c) Sections 12.5(a) and (b) will not apply to Contractor Materials or Third Party Materials that are incorporated into any Work Product.

12.6 Province License to Contractor

The Province hereby grants to the Contractor for the Term a non-exclusive, revocable, worldwide, non-transferrable, fully paid-up, royalty-free right and license for the Contractor and Contractor Personnel to use the Province Materials and the Work Product, solely as necessary for the purpose of permitting the Contractor and the Contractor Personnel to perform the Contractor's obligations under this Agreement.

12.7 Ownership of Contractor Materials

As between the parties, and except as expressly set forth in this Agreement, the Contractor owns and retains all right, title, and interest in, to and associated with all Contractor Materials, including all related Intellectual Property Rights. For greater clarity, the ownership of any modifications to the Contractor Materials that may be made by either the Contractor or the Province during the Term will remain with the Contractor.

12.8 License of Contractor Materials

The Contractor hereby irrevocably and unconditionally grants, and agrees to grant, to the Province a non-exclusive, irrevocable, perpetual, worldwide, fully transferable, fully sublicensable, royalty-free, fully paid-up, unlimited and unrestricted right and license for the Province and the Province's employees, agents and contractors to use, reproduce, modify (including creating any derivative works), and distribute any Contractor Materials included as or forming part of a Work Product, and all related Intellectual Property Rights, for any and all purposes whatsoever at the discretion of the Province and the Province's licensees, including a right to sublicense to an Other Service Provider. If there are any Third Party Materials in the Contractor Materials, the provisions of section 12.9 will apply.

12.9 Consent for Contractor-Provided Third Party Materials

The Contractor will not include any Third Party Materials in any Work Product without the Province's express prior written consent in each instance. If the Contractor wishes to include Third Party Materials in any Work Product, the Contractor will make a request in writing to the Province. Each such request will:

(a) expressly identify the Third Party Materials and the affected Work Product, and provide details of the fees and other charges, if any, payable by the Province to a Third Party Provider or to the Contractor for the proposed use of the Third Party Materials; and

(b) include a copy of any license agreement or other terms and conditions governing the use of the Third Party Materials.

ARTICLE 13
PROVINCE INFRASTRUCTURE

13.1 Province Obligations

Subject to the terms of this Agreement the Province may, as may be reasonably necessary for performance by the Contractor of the Services, provide access to:

(a) Province-owned or licensed routine Software and other Third Party Materials;

(b) Province personnel, during Business Days and at such other agreed times as may be reasonably necessary for the Contractor to perform the Services; and

(c) certain Province Infrastructure.

13.2 Use of Province Infrastructure

The Contractor's access and use of the Province Infrastructure is subject to the following terms and conditions:

(a) The Contractor agrees that the Province Infrastructure will at all times be owned, operated, controlled and maintained by the Province, or on behalf of the Province by third parties, and that the Contractor obtains no rights or interests in or to the Province Infrastructure other than the right to access and use the Province Infrastructure solely as necessary for the purpose of performing the Services in accordance with this Agreement.

(b) Subject to section 13.4, Province will provide the Contractor with such reasonable access to and use of the Province Infrastructure as the Contractor may require solely as necessary for the purpose of performing the Services in accordance with this Agreement.The Contractor expressly agrees that it will not use or permit the use of the Province Infrastructure for any additional, ancillary or other purpose unless expressly agreed in writing by the Province.

(c) The Contractor will, and will cause all Contractor Personnel who access or use any part of the Province Infrastructure to comply with all applicable rules, and Policies and Procedures in effect from time to time in respect of the Province Infrastructure including, but not limited to, all Policies and Procedures dealing with confidentiality, security and the protection of Personal Information.

13.3 Termination of Rights to Province Infrastructure

The Contractor's right to access and use all or any part of the Province Infrastructure will terminate upon the earlier of:

(a) the completion of the Services for which the right to access and use the Province Infrastructure (or any part thereof) was granted;

(b) the termination or expiry of this Agreement or, if any Transition-Out Period extends beyond the termination or expiry of this Agreement, the termination of the Transition-Out Period; and

(c) receipt by the Contractor of written notice from the Province terminating the Contractor's right to access and use the Province Infrastructure (or any part thereof).

13.4 Effect of Termination

Upon termination of the Contractor's right to access and use all or any part of the Province Infrastructure, the Contractor will promptly return to the Province all passwords, access codes, access cards and devices of any kind used to obtain access to and use of the affected part(s) of the Province Infrastructure.

ARTICLE 14
CONFIDENTIALITY

14.1 Acknowledgement

The Contractor acknowledges and agrees that, in connection with the performance of its obligations under this Agreement, the Contractor and its Subcontractors will have access to and Custody of certain highly confidential information, including Province Confidential Information, and that the confidentiality, privacy and security of such information, and in particular any Personal Information, is of paramount importance to the Province.

14.2 Protection of Confidential Information

At all times during the Term and thereafter, each party (the "**receiving party**") will keep and maintain all Confidential Information of the other party (the "**disclosing party**") in confidence using a degree of care that is appropriate to the nature and sensitivity of the information, but in no event less than a commercially reasonable standard of care that is in accordance with prudent industry practice in Canada or, if the Confidential Information is subject to more protective provisions in applicable enactments regarding Personal Information or privacy protection, including FOIPPA, no less than the degree of care mandated by those provisions.

14.3 Permitted Use and Disclosure of Confidential Information

The receiving party will not use, reproduce or disclose, either directly or indirectly, any of the disclosing party's Confidential Information without the disclosing party's prior written consent except, subject to more protective provisions in applicable enactments regarding Personal Information or privacy protection, including FOIPPA:

(a) where this Agreement expressly permits disclosure for the purpose; and

(b) to its personnel, subcontractors (including third party service providers of the Contractor to support the Contractor's infrastructure), employees, officers, professional advisors and auditors (and, in the case of the Province being the receiving party, to the Province's servants, contractors and agents) on a "need to know" basis as required to observe, perform and enforce, or exercise its rights under, this Agreement, provided that any person to whom a disclosing party's Confidential Information is disclosed will:

(i) be bound by contract, employment contract or oath of office to safeguard such Confidential Information on terms no less onerous than the terms of this Article 16, except to the extent authorized by whistle-blower law or statutory power or duty or required by law to divulge;

(ii) have the security clearance required by the Province, if any, to access the particular information;

(iii) have been advised of the confidential and proprietary nature of the disclosing party's Confidential Information; and

(iv) have been instructed to keep it confidential and, if the Province requires, have provided a confidentiality undertaking in a form acceptable to the Province.

14.4 Additional Permitted Disclosures by the Province

Notwithstanding the provisions of this Article 14, the Contractor agrees that the Province may disclose any of the Contractor Confidential Information:

(a) as may be required by the provisions of any Policies and Procedures or by Applicable Laws, including FOIPPA; or

(b) for the purpose of undertaking any procurement or similar process in connection with the selection of an Other Service Provider, provided that:

(i) such disclosure does not include any of the Contractor's internal financial information;

(ii) any third parties to whom such disclosure is made first execute and deliver to the Province a non-disclosure agreement among each of the Province, the Contractor, and such third parties); and

(iii) such disclosure will be restricted to the Contractor Confidential Information necessary to enable such parties to participate in the procurement or related process.

14.5 Exceptions to Obligation of Confidentiality

Other than with respect to Personal Information, the obligations of confidentiality contained in this Article 16 will not apply to any Confidential Information of a disclosing party to the extent that the receiving party can demonstrate that such Confidential Information:

(a) was, at the time of disclosure to the receiving party, in the public domain, or subsequently becomes part of the public domain through no fault of the receiving party or any person obtaining access to the Confidential Information through the receiving party;

(b) was in the possession of the receiving party at the time of disclosure to the receiving party, and was not the subject of a pre-existing confidentiality obligation;

(c) was lawfully received, not by accident or mistake, by the receiving party from a third party that was lawfully in possession of it and without an obligation to keep it confidential, provided that the receiving party keeps for review upon request by the disclosing party documentation establishing the third party as the source of the information, but only after such information becomes so available;

(d) was independently developed by the receiving party without the use of any of the disclosing party's Confidential Information or Intellectual Property; or

(e) is disclosed with the prior written consent of the disclosing party, but only to the extent of the consent.

14.6 Disclosure Compelled by Law

Subject to section 14.8, a receiving party will not be considered to have breached its confidentiality obligations under this Article 14 to the extent that the disclosure of a disclosing party's Confidential Information is required

to satisfy any Applicable Laws or the order of any court, administrative tribunal or other entity having binding authority, or pursuant to a subpoena, litigation hold, delivery request or similar instrument, provided that the receiving party:

(a) promptly upon receiving any such request, notifies the disclosing party of the terms and circumstances of the requested disclosure, unless it is legally prohibited from doing so;

(b) consults with the disclosing party regarding the nature and scope of the request;

(c) does not obstruct or interfere with, and to the extent practical, permits the disclosing party to obtain, a protective order or other remedy to limit, prevent, object to, enjoin, narrow the scope of, or otherwise contest the requested disclosure;

(d) discloses only that portion of the disclosing party's Confidential Information that it is legally obligated to disclose, and then only to the extent required; and

(e) if requested by the disclosing party, at the disclosing party's expense, seeks the highest protection level available for the disclosing party's Confidential Information.

14.7 Notification of Unauthorized Use of Province Confidential Information

Without limiting any obligation under Applicable Laws, or in **Schedule "J"** *(Privacy Protection Schedules)* or **Schedule "K"** *(Security Schedules)*, the Contractor will:

(a) promptly notify the Province of any actual or attempted unauthorized possession, use, access to or disclosure of the Province Confidential Information of which the Contractor becomes aware;

(b) promptly furnish the Province with details of the actual or attempted unauthorized possession, use, access or disclosure, and assist the Province with any investigation;

(c) cooperate with the Province in any litigation and investigation against third parties, as deemed necessary by the Province to protect Province Confidential Information, to the extent such litigation is related to this Agreement; and

(d) promptly use best efforts to prevent a recurrence of any unauthorized possession, use, access or disclosure of the Province Confidential Information.

14.8 This Agreement

The Contractor acknowledges that the Province is subject to FOIPPA, and that this Agreement (including all associated documents and records) may be subject to public disclosure under that legislation. For greater certainty, the Contractor hereby consents to the disclosure of the terms and conditions of this Agreement (and all associated documents and records) as permitted or required by FOIPPA (including by exercise of any statutory power or duty under FOIPPA).

ARTICLE 15
PRIVACY AND SECURITY

15.1 Privacy

In relation to the Province, the Contractor:

(a) acknowledges that it is a "service provider" within the meaning of FOIPPA; and

(b) will and will ensure that all Contractor Personnel, at all times, strictly comply with:

(i) their respective obligations under FOIPPA; and

(ii) **Schedule "J"** *(Privacy Protection Schedules)*; and

(c) will ensure that no Contractor Personnel resident outside Canada or travelling temporarily outside Canada (even if a Canadian citizen and resident) will have any access to, or use of any Personal Information, except as permitted in each case both under FOIPPA and by the Province in accordance with this Agreement.

15.2 Security Obligations

The Contractor will at all times make reasonable security arrangements to protect all Province Confidential Information, including Personal Information and any Province records used with, accessed by or generated through the performance of the Services, in accordance with the Province's requirements as advised to the Contractor from time to time. Without limitation, the Contractor will comply, and will ensure that all Contractor Personnel comply, with the Security Schedules attached as **Schedule "K"** *(Security Schedules)*.

ARTICLE 16
INDEMNITY

16.1 Indemnification

Notwithstanding any insurance coverage maintained under this Agreement, the Contractor will indemnify and save harmless the Province, its employees, agents, and contractors (collectively, the "**Province Indemnified Parties**") from any loss, Claim (including any Claim of infringement of third party Intellectual Property Rights), damage award, action, cause or action, cost or expense that the Province or any Province Indemnified Party may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends (each a "**Loss**"), to the extent the Loss is directly or indirectly caused by, contributed to, or resulting from:

(a) any act or omission of the Contractor or any of the Contractor's Subcontractors, agents, employees, officers, directors or other Contractor Personnel;

(b) breach by the Contractor of any representations or warranties under this Agreement, or any representation or warranty becoming untrue or incorrect;

(c) breach of or default under any agreement (other than this Agreement), license, permit or other obligation to which the Contractor is a party or by which the Contractor is bound which relates to the Services or the Deliverables;

(d) the death or bodily injury to any person resulting from negligence, wilful misconduct or malfeasance on the part of the Contractor or any of its Subcontractors, agents, employees, officers, directors or other Contractor Personnel; or

(e) loss of or damage to tangible property of any person resulting from negligence, wilful misconduct or malfeasance on the part of the Contractor or any of its Subcontractors, agents, employees, officers, directors or other Contractor Personnel.

16.2 Survival

The provisions of this Article 16, including the parties' obligations under this Agreement, will survive the expiration or earlier termination of this Agreement.

ARTICLE 17
INSURANCE

17.1 Insurance

Without limiting the Contractor's other obligations or liabilities under this Agreement, the Contractor must comply with **Schedule "L"** *(Insurance)*.

17.2 Workers' Compensation

Without limiting any other provision of this Agreement, the Contractor will comply with, and will ensure that all Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

17.3 Personal Optional Protection

The Contractor will, and will ensure that Subcontractors will, apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's or Subcontractor's expense, as applicable, if:

(a) the Contractor or Subcontractor, as applicable, does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and

(b) such personal optional protection insurance is available for the Contractor or Subcontractor, as applicable, from WorkSafeBC or other sources.

17.4 Evidence of Coverage

Within ten (10) Business Days of being requested to do so by the Province, the Contractor will provide the Province with evidence of the Contractor's compliance with this Article 17.

17.5 Subcontractors

The Contractor will cause its Subcontractors to carry liability insurance as required by this Article 17, to the extent appropriate given the scope and nature of the Subcontractor's obligations.

ARTICLE 18
DEFAULT AND TERMINATION

18.1 Events of Default

Each of the following occurrences will be deemed to be an "**Event of Default**" for the purposes of this Agreement:

(a) an Insolvency Event;

(b) a Change of Corporate Control of the Contractor without the Province's prior written consent;

(c) a failure by the Contractor to perform any of its obligations under this Agreement, or a failure to perform such obligations in a manner satisfactory to the Province;

(d) without limiting subsection 18.1(c) above, the Province determines, at its sole discretion and determination, that the Contractor's failure to perform any of its obligations under this Agreement place the health or safety of any person receiving Services at risk; or

(e) any representation, warranty or covenant made by the Contractor in this Agreement is or becomes untrue or incorrect.

18.2 Remedies for Default

Upon the occurrence of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

(a) by written notice to the Contractor, require that the Event of Default, when capable of being remedied, be remedied within the time period specified in the notice;

(b) pursue any remedy or take any other action available to it at law or in equity; or

(c) by written notice to the Contractor, terminate this Agreement, or any individual Services forming part of this Agreement, with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under subsection 18.2(a).

18.3 Delay Not a Waiver

No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of its rights.

18.4 Notice of Events of Default

If the Contractor becomes aware that an Event of Default has occurred or is likely to occur, the Contractor will promptly notify the Province and supply to the Province particulars of the Event of Default or anticipated Event of Default, along with the steps the Contractor proposes to take to address, prevent, prevent recurrence of, or mitigate the effects of the Event of Default, as applicable.

18.5 Termination by the Province for Convenience

In addition to the Province's right to terminate this Agreement or any part thereof pursuant to subsection 18.2(c), the Contractor agrees that the Province may terminate this Agreement or any Services to be provided pursuant to this Agreement, without penalty, for any reason or for no reason, upon not less than ninety (90) days' prior written notice to the Contractor.

18.6 Termination by the Contractor

The Contractor will have the right to terminate this Agreement if the Province is in material breach of its obligation to pay when due any undisputed amount which is not subject to withholding or set-off in accordance with Article 8, and the Province has failed to rectify the breach within sixty (60) days (or such longer period as the Contractor may provide) of receipt of written notice from the Contractor, which notice will state in detail the nature and specifics of the breach.

18.7 No Obligation to Invoke Dispute Resolution

A terminating party may, but will not be obliged to invoke the Dispute Resolution Process prior to exercising its termination rights pursuant to this Article 18.

18.8 Effects of Termination

In the event of the termination of any or all of the Services, the following will apply:

(a) **Continuity of Services**. Unless otherwise agreed or directed by the Province in writing, the Contractor will continue to perform the Terminated Services in accordance with this Agreement during any termination notice period referred to in section 18.2, 18.5 or 18.6 and, subject to Article 19, will use its best efforts to complete any uncompleted work to be performed as part of the Services by the end of the termination notice period so as to ensure a smooth transition of the Services to, or as directed by, the Province.

(b) **Province Facilities**. Unless otherwise directed by the Province, the Contractor will, and will cause all Contractor Personnel to, peacefully leave any Province Facilities made available to the Contractor in connection with the provision of the Terminated Services in accordance with section 13.4.

(c) **Payment Consequences of Termination**. Unless otherwise provided in Article 8, Article 19 or **Schedule "E"** *(Fees and Pricing Model)*, if this Agreement, or any Services are terminated in accordance with this Article 18:

(i) the Province will, within sixty (60) days of the effective date of termination, pay to the Contractor any unpaid and undisputed portion of the Fees owing in respect of any part of the Services that were delivered to the Province's satisfaction prior to the effective date of termination, subject to any rights with respect to set-off or withholding;

(ii) the Contractor will, within sixty (60) days of the effective date of termination, repay to the Province any prepaid portion of the Fees which corresponds to the portion of the Terminated Services that the Province has notified the Contractor in writing were either not delivered or were not delivered to the Province's satisfaction before termination, as well as any other amounts owing by the Contractor to the Province as of the effective date of termination.

The payment by the Province of the amounts described in subsections 18.8(c)(i) will be in full and final satisfaction of the Province's obligation to make any payments due to the Contractor under this Agreement or the terminated Services, as appropriate.

18.9 Survival

Unless otherwise expressly provided in this Agreement or as otherwise agreed by the parties, all provisions (and the obligations of the Province and the Contractor thereunder) which by their terms or nature are intended to survive termination or expiry of this Agreement, will so survive.

ARTICLE 19
TRANSITION SERVICES

19.1 Transition Services

The Contractor will provide services to the Province for the purpose of:

(a) transitioning-in upon the commencement of this Agreement ("**Transition-In Services**");

(b) transitioning the delivery of any Terminated Services to the Province or to an Other Service Provider at any time during the Term; and

(c) transitioning the delivery of all of the Services to the Province and/or to an Other Service Provider upon the expiry or termination of this Agreement,

(collectively, the "**Transition Services**").

19.2 Transition-In Services

The Transition-In Services are described in **Schedule "C"** *(Transition-In Services)*. The Contractor will provide all such reasonable assistance as the Province may require for the purpose of ensuring an orderly, effective and efficient transition of the Services from previous service providers to the Contractor.

19.3 Transition-Out Services

During the Transition-Out Period for any Terminated Services, the Contractor will provide the Province with any or all of the following materials and services, when and as requested by the Province (collectively, the "**Transition-Out Services**"):

(a) if the Province intends to engage one or more Other Service Provider(s) to provide all or any of the Terminated Services, assistance to the Province in connection with the preparation of any competitive procurement process, bid specification or similar document;

(b) cooperation with and assistance to the Province and/or an Other Service Provider in order to facilitate the transition of the Terminated Services to the Province or to the Other Service Provider, as designated by the Province, in an orderly, effective and efficient manner;

(c) all such other information as may be requested by the Province in order to ensure the efficient transition of the Terminated Services (or any of them) from the Contractor to the Province and/or to one or more Other Service Provider(s), including responses to any questions from the Province or any Other Service Provider(s) regarding the Terminated Services;

(d) copies of all records and relevant Documentation in electronic format, hard copy or both, as may be requested by the Province including a current listing and copies of all documented operational processes and procedures relating to the provision of the Terminated Services, as well as all Documentation relating to any Deliverables;

(e) a current listing of all Subcontractors involved in the provision of the Terminated Services and a description of their roles and responsibilities, copies of their Subcontracts (to the extent not previously provided to the Province) and, if requested by the Province, the assignment to the Province of any or all of the Subcontracts;

(f) assistance with the provision of agreed training for those persons designated by the Province who will be assuming responsibility for the Terminated Services;

(g) assistance with the transfer of any Dedicated Assets purchased by the Province or the Other Service Provider in accordance with section 19.6;

(h) a Transition-Out Plan, as described in section 19.4;

(i) continuity of the Terminated Services and other Services, as described in section 19.5; and

(j) such other services and materials as may be agreed in the Transition-Out Plan.

19.4 Transition-Out Plan

Within 60 days of request from the Province, the Contractor will develop and deliver a detailed plan for the transition of any Terminated Services from the Contractor to the Province or to one or more Other Service Provider(s) (each, a "**Transition-Out Plan**"). Transition-Out Plans will be subject to the Province's review and approval. Without limitation, a Transition-Out Plan must set out in detail the specific tasks to be accomplished by each party during the Transition-Out Period for the Terminated Service(s), and a schedule pursuant to which the tasks are to be completed. The Transition-Out Plan may include the disposition of property, other than real property, purchased solely with funds from the Province and the Contractor's obligations to the Province and others and will be informed by, but not limited to, the following considerations:

(a) whether the Contractor will continue to provide contracted services for the Province;

(b) whether any Dedicated Assets can be used by an Other Service Provider for the benefit of a child and youth;

(c) the value of the Dedicated Assets;

(d) whether or not the Contractor is intending to continue to remain in business providing services for children and youth;

(e) any rental or lease obligations of the Contractor;

(f) the Contractor's obligations to union and non-union employees;

(g) the impact of the Terminated Services on child and youth; and

(h) records retention and/or disposition.

The parties will monitor the performance of the Transition-Out Services and the Transition-Out Plan on a regular basis through the Relationship Management Process. The parties agree to provide to each other such reasonable information and assistance as may be required to create, revise, update and successfully execute each Transition-Out Plan.

19.5 Continuity of the Terminated Services and other Services during the Transition-Out Period

Unless otherwise directed by the Province, the Contractor will continue to provide the Terminated Services, as well as all Services that have not been terminated, during the applicable Transition-Out Period. The level of performance of the Terminated Services and any other Services by the Contractor during the Transition-Out Period must meet the applicable Performance Standards then in effect unless otherwise agreed between the

parties in the Transition-Out Plan. All applicable provisions of this Agreement will remain in effect during the Transition-Out Period.

19.6 Transfer of Dedicated Assets

Upon expiry or termination of this Agreement for any reason, and in connection with the transfer of the responsibility for the performance of any Terminated Services to the Province or to an Other Service Provider, as designated by the Province, the Province will have the right to purchase from the Contractor any tangible assets and equipment, used by the Contractor for the performance of the Terminated Services ("**Dedicated Assets**") for a price equal to the Contractor's undepreciated cost thereof, calculated in accordance with Canadian GAAP. The Contractor will provide to the Province such information as the Province may reasonably request, and will cooperate with the Province, to identify and evaluate the Dedicated Assets. Upon notice by the Province to the Contractor setting out the Dedicated Assets, if any, that the Province wishes to purchase, the Province and the Contractor will execute and deliver to each other all documents as may be necessary to transfer the Dedicated Assets to the Province, and the Province will pay the Contractor the purchase price for the Dedicated Assets purchased by the Province. In the event of a Dispute as to the purchase price for the Dedicated Assets purchased by the Province, the Contractor and the Province will complete the transfer of such Dedicated Assets but for the payment by the Province of the purchase price therefor, which will be paid by the Province upon resolution of that Dispute by agreement of the parties or pursuant to the Dispute Resolution Process. The Province may assign its right to purchase the Dedicated Assets under this section 19.6 to any Other Service Provider.

19.7 Transition-Out Period

The Contractor will provide the Transition-Out Services during the period commencing upon the date of the Province's written request for Transition-Out Services, and terminating upon the earlier of:

(a) the completion of the Transition-Out Services;

(b) any termination date specified by the Province in its request for Transition-Out Services; or

(c) subject to this section 19.7, within twelve (12) months from the expiry or earlier termination of this Agreement, (the "**Transition-Out Period**"). Notwithstanding the foregoing, if the Province is unable to complete the transition of the Services to the Province or an Other Service Provider, as the case may be, by the end of Transition-Out Period, then upon not less than thirty (30) days prior written notice to the Contractor, the Province may elect to extend the Transition-Out Period for up to six (6) months.

19.8 Charges for Transition Services

The Contractor will provide the Transition Services at no additional cost or charge prior to the expiry of the Term, using all available Contractor Personnel. Any Transition-Out Services provided after the termination or expiry of the will be consistent with **Schedule "E"** *(Fees and Pricing Model)* and in accordance with a budget jointly prepared by the parties and forming part of the Transition-Out Plan.

19.9 Equitable Remedies

The Contractor acknowledges that the Province would suffer irreparable harm if the Contractor breached (or attempted or threatened to breach) its obligations to provide Transition-Out Services to the Province as anticipated by this Article 19. In such event, the Contractor agrees that the Province may proceed directly to a court of competent jurisdiction without having to exhaust or utilize the Dispute Resolution Process. If the court

finds that the Contractor has breached (or attempted or threatened to breach) its obligations hereunder, then the Contractor will not oppose the entry of an appropriate order compelling performance by the Contractor and restraining the Contractor from any further breaches (or attempted or threatened breaches) of its obligation to provide Transition-Out Services as provided in this Article 19.

ARTICLE 20
GOVERNING LAW AND DISPUTE RESOLUTION

20.1 Governing Law and Jurisdiction

This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws of British Columbia and the laws of Canada applicable therein, without regard to principles of conflicts of law. To the extent to which any provision of this Agreement contemplates recourse to judicial proceedings, the parties agree that the courts of the Province of British Columbia will have exclusive jurisdiction unless otherwise expressly stated.

20.2 Dispute Resolution

Except as provided in section 20.5, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, or in respect of any defined legal relationship associated with it or derived from it (each, a "**Dispute**") will be referred to and finally resolved in accordance with **Schedule "I"** (*Conflict Resolution Protocol*).

20.3 Confidentiality and Mutual Efforts

During all negotiations before and during mediation, the parties will make good faith efforts to resolve any dispute amicably and provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations, which will be conducted in confidence and on a "without prejudice basis" and may not be introduced into evidence in any arbitration or legal proceedings. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations. Nothing in this section obliges a party to disclose any information subject to solicitor-client privilege or otherwise protected by Applicable Laws, including FOIPPA. Nothing in this section prevents disclosure necessary to enforce any arbitration awards.

20.4 Continuity of Services

In the event of a Dispute, and at all times before, during and after the conduct of the Dispute Resolution Process, the Contractor will, and will ensure that all Contractor Personnel, continue to perform the Services in accordance with this Agreement.

20.5 Exceptions

Nothing in this Article will operate to restrict either party from commencing, whether before invoking or pending resolution of the Dispute in accordance with this Article, legal or other formal proceedings to the extent available under the *Crown Proceeding Act* and other Applicable Laws to:

(a) apply for any interim relief pending resolution of the Dispute, including an injunction or provisional order to protect any Personal Information, Confidential Information or Intellectual Property Rights, or as otherwise permitted under this Agreement;

(b) pursue or defend any legal proceedings involving third parties;

(c) preserve any legal right or remedy from expiring due to a limitation period; or

(d) enforce any orders described in subsection 20.5(a) or any arbitration award.

ARTICLE 21
NOTICE

21.1 Notice

Unless otherwise specified in this Agreement, any notice, approval, consent or communication or other document that either party may be required or may desire to give to the other under this Agreement, will be in writing and will be conclusively deemed validly given to and received by the addressee if:

(a) delivered personally or by recognized courier service, on the date of delivery; or

(b) mailed by prepaid registered mail, on the third Business Day after the mailing of the same;

addressed, as the case may be, to the Province at:

Ministry of Children and Family Development
795 South Lahakas Boulevard
Kitimat, British Columbia V8C 1G2

Attention: Shannon Miller, Director of Operations

or to the Contractor at:

Northwest Child Development Centre Society
1471 Columbia Drive
Smithers, BC V0J 2N4

Attention: Kerri Bassett, Executive Director

21.2 Change of Contact Information

Either party may, from time to time, advise the other party by notice in writing of any change to its contact information as set out above, and from and after the giving of such notice, the applicable contact information specified in the notice will, for the purposes of this Agreement, be conclusively deemed to be the current contact information of the Province or the Contractor, as applicable.

21.3 Notice of Adverse Events

Subject to Applicable Laws and confidentiality obligations to which the Contractor may be bound, the Contractor will provide the Province with as much prior notice as is reasonable in the circumstances of any event relating to the Contractor or any of its Affiliates or Contractor Personnel that may become public knowledge or the subject of media coverage, and which could reasonably be expected to reflect negatively on the Province or to otherwise adversely impact the Province or the relationship between the parties. Where it is not possible for the Contractor to provide prior notice to the Province, the Contractor will notify the Province as soon as possible after the occurrence of the event.

ARTICLE 22
FORCE MAJEURE

22.1 Definition

In this Agreement, "**Force Majeure**" means any act or event that is beyond the reasonable control of a party (the "**Affected Party**") which the Affected Party is relying upon as justification for its delay or failure to comply with its obligations under this Agreement, and includes:

(a) acts of God or acts of nature, including hurricanes, tornadoes, landslides, lightning, earthquakes, floods, fires, storms, washouts;

(b) acts of public enemies, explosions, derailments, nuclear and radiation activities or fall out, wars (declared or undeclared), or warlike hostilities, mobilization or general military call-up, blockades, sabotage, civil war or revolutions, insurrections and riots, or acts of terrorism or piracy;

(c) outbreak of serious disease or epidemics, quarantines or other public health emergencies;

(d) restrictive court orders, laws or governmental regulations, but only to the extent that the Affected Party can demonstrate that the court order, law or governmental regulation was either:

(i) promulgated after the date of this Agreement, or

(ii) interpreted after the date of this Agreement by a court or administrative tribunal of competent jurisdiction to be restrictive in a manner or to an extent not generally accepted as being applicable prior to such interpretation;

(e) industrial relations disputes, including strikes or lock-outs (excluding lock-outs by the Contractor), work stoppages, work slowdowns or other labour disturbances, provided that the Affected Party has not in any manner caused or maintained the industrial relations dispute for the purpose of avoiding its obligations under this Agreement;

(f) the failure of a utility company to supply power or other required utilities to be provided by it; or

(g) the failure, malfunction or unavailability of telecommunications, data communications, computer applications, systems or Software and related services (other than the applications, systems, Software or services to be provided or supported by the Contractor as part of the Services), provided that in no event will:

(i) an act or event caused by or resulting from the Affected Party's negligence or default;

(ii) any default by any Contractor Personnel; or

(iii) any deficiency of or shortage of funds or financing;

constitute Force Majeure.

22.2 Notice

An Affected Party will give notice to the other party as soon as possible after the existence of Force Majeure becomes known by the Affected Party, and in any event no later than five (5) days after the date on which

Force Majeure became known to the Affected Party. An Affected Party that has given notice of Force Majeure hereunder will promptly notify the other party if Force Majeure ceases to exist.

22.3 Effect

Subject to section 22.6, in the event of Force Majeure affecting either of the parties' obligations under this Agreement, the time fixed for the fulfillment of any obligations so affected will be extended by such period of time as the parties may agree through the Relationship Management Process. In the event that the Affected Party is unable to perform any obligation under this Agreement due to Force Majeure for a period of one (1) month, the parties, in accordance with the Relationship Management Process, will meet and review in good faith the desirability of terminating this Agreement or, where appropriate, those obligations under this Agreement that are affected by Force Majeure. In the event that the parties are unable to agree as to the existence or duration of Force Majeure, or on the impact of Force Majeure, the matter will be resolved in accordance with the Dispute Resolution Process. In the event that the parties are unable to agree as to the existence or duration of Force Majeure, or on the impact of Force Majeure, the party that is not the Affected Party will have the right to immediately terminate the Agreement or, where appropriate, the affected obligations, upon written notice, and the provisions of Article 19 will apply.

22.4 Mitigation

The Affected Party will use all reasonable efforts to prevent, control or limit the effects of any delay or non-performance resulting from Force Majeure.

22.5 Resumption of Performance

Unless this Agreement has been terminated in accordance with section 22.3 or as otherwise permitted under this Agreement, an Affected Party that is prevented or delayed in the performance of its obligations under this Agreement by Force Majeure will promptly resume performance of its obligations after the cessation of Force Majeure.

22.6 Exception

To the extent to which an event or occurrence is both an event of Force Majeure and an event or occurrence covered by the Contractor's disaster recovery plan and/or the business continuity plan as described in Article 2 above, the Contractor's obligations under the disaster recovery plan and/or the business continuity plan will prevail over the provisions of this Article 22. Further, nothing contained in this Article 22 will excuse any default or failure to perform or comply with obligations arising under Article 6 (Subcontractors), Article 9 (Records), Article 12 (Proprietary Rights and Intellectual Property), Article 14 (Confidentiality), Article 15 (Privacy and Security), Article 16 (Indemnity and Liability), Article 17 (Insurance), and section 23.11.

ARTICLE 23
MISCELLANEOUS

23.1 Further Assurances

The Contractor will, upon the reasonable request of the Province, perform such acts, execute and deliver such writings, and give such assurances as may be reasonably necessary to give full effect to this Agreement.

23.2 Waiver

A waiver of any term or breach of this Agreement will be effective only if it is in writing and executed by or on behalf of an authorized representative of the waiving party, and will not constitute a waiver of any other term or breach of this Agreement.

23.3 Assignment by the Contractor

The Contractor will not assign or transfer, either directly or indirectly, this Agreement or any of its rights or obligations under this Agreement, including as a result of any Change of Corporate Control, without the Province's prior written consent, which consent may be given or withheld by the Province in its discretion.

23.4 Assignment by the Province

The Province may:

(a) assign any rights or transfer any obligations of the Province under this Agreement to any body established or authorized by or under enactment to continue or to perform any of the functions of the Province ministry then responsible for administering this Agreement, effective on the date set out in or under the enactment or in a written notice to the Contractor, without the Contractor's consent;

(b) if the preceding paragraph does not apply, assign any rights or transfer any obligations of the Province under this Agreement to any "government body" as defined in the FAA, effective on the date specified in a written notice to the Contractor, without the Contractor's consent; and

(c) if the preceding paragraphs do not apply, assign any rights of the Province under this Agreement to any person, effective on the date specified in a written notice to the Contractor.

23.5 Legal Relationship

The Contractor is an independent contractor and not the servant, employee, partner or agent of the Province. No partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or any action of the parties under this Agreement. For greater certainty, the Contractor does not have any authority to, and will not in any manner whatsoever, commit or purport to commit the Province to any obligation or liability of any kind, including the payment of any money to any person.

23.6 Amendment

Any alteration or amendment to the terms and conditions of this Agreement must be in writing and executed by the duly authorized representatives of both parties.

23.7 Publicity and Communications

The Contractor will not make any public announcement (including but not limited to press releases, publication of webpages, pamphlets, signs, or otherwise) relating to this Agreement except as permitted and in accordance with:

(a) the Province's policy on FCC communications, which the Province will make available to the Contractor;

(b) direction pursuant to the governance and contract stewardship framework described in Schedule "G"; or

(c) with prior written approval of the Province or as required by Applicable Law.

23.8 Transaction Costs

Each party will be solely responsible for its own legal, accounting and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement, and all other documents and instruments prepared, executed or delivered pursuant to this Agreement.

23.9 Remedies

The rights, powers and remedies of the Province in this Agreement are cumulative and in addition to, and not in substitution for, any right, power or remedy that may be available to it in contract, at law or in equity.

23.10 Binding Effect and Enurement

This Agreement enures to the benefit of and is binding upon the Province and the Contractor, and their respective successors and permitted assigns.

23.11 Conflict of Interest

Neither the Contractor nor any Contractor Personnel will, during the Term, engage in any activity, business or undertaking, including the provision of any services, that could create a conflict of interest or perceived conflict of interest with the Province in respect of all or any part of the Services and/or the performance of any of the Contractors' other obligations under this Agreement. The Contractor will immediately notify the Province if it becomes aware of an actual or potential conflict of interest, and will comply with any direction given by the Province in respect of the actual or potential conflict. Without limitation, the Province retains the right to prohibit any person (including the Contractor and any Contractor Personnel) from taking any action, delivering any products or services, or otherwise doing anything in connection with this Agreement if the Province determines, at its sole discretion, that such activity does or may result in a conflict of interest.

23.12 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part, it will be severable from this Agreement and the remaining provisions will not be affected and will continue in full force and effect to the extent permitted by Applicable Laws.

23.13 No Third-Party Beneficiaries unless Specifically Referenced

Nothing in this Agreement, express or implied, is intended to confer upon any person (other than the indemnified parties who are expressly indemnified pursuant to the provisions of this Agreement), any rights, benefits or remedies of any kind or character whatsoever, and no person will be deemed to be a third-party beneficiary under or by reason of this Agreement, unless specifically referenced in this Agreement.

23.14 Execution by Counterpart

This Agreement may be executed by the parties in any number of counterparts, each of which when so executed and delivered will be deemed to be an original and all of which together will constitute one and the same document. Delivery of an executed counterpart by email with a scanned PDF attachment will be effective to the same extent as if a party had delivered a manually executed counterpart.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

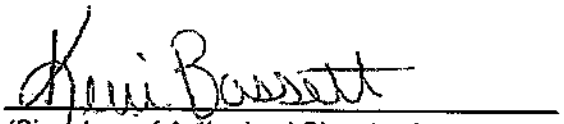
SIGNED on behalf of His Majesty the King in right of the Province of British Columbia by a duly authorized representative of the Minister of Children and Family Development:)

For the Minister of Children and Family Development

Shannon Miller, Director of Operations

(Print Name of Authorized Signatory)

SIGNED on behalf of Northwest Child Development Centre Society by its duly authorized signatory:)



(Signature of Authorized Signatory)

Kerri Bassett, Executive Director

(Print Name of Authorized Signatory)

Schedule "A"
DEFINITIONS

"**Affiliate**" means, with respect to any corporation, partnership or other incorporated or unincorporated organization, any person that controls, is controlled by or is under common control with such corporation, partnership or other incorporated or unincorporated organization, for the purposes of which "control" means the ability to exercise more than fifty percent of the voting shares, securities or other interests of a corporation, partnership or other incorporated or unincorporated organization, or to elect the directors or other managers of a corporation, partnership or other incorporated or unincorporated organization or to otherwise exercise control over the business and affairs of a corporation, partnership or other incorporated or unincorporated organization.

"**Agreement**" means this Services Agreement made between the Contractor and the Province, including all Schedules and Appendices attached hereto, as they may be amended from time to time in accordance with the terms hereof.

"**Annual Service Plan**" is an annualized plan, developed by the Contractor, to relay to the Province how the Contractor will be delivering the Services.

"**Applicable Laws**" means all applicable laws, including any statute, regulation or bylaw, treaty, directive, policy having the force of law, order, judgment, injunction, award or decree of any government body, that are binding on the parties (or on either party, as applicable), and in effect from time to time, or that are otherwise applicable to the performance of the Services.

"Board Certified Behavior Analyst" or "BCBA" is a graduate-level certification in behavior analysis. Professionals certified at the BCBA level are independent practitioners who provide behavior-analytic services.

"**Business Day**" means a day, other than a Saturday or Sunday or a statutory holiday, on which provincial government offices are open for normal business in British Columbia.

"**Change of Corporate Control**" means a change, directly or indirectly, in the ownership of more than fifty (50%) of the issued and outstanding shares or other ownership interest in an entity, or in the case of entities other than corporations, a similar structural reorganization whereunder the effective control of the entity is transferred to a third party.

"**Children and Youth with Support Needs**" or "**CYSN**" are children and youth who are experiencing, or have an increased likelihood of experiencing, Developmental Delay or Disability and who require support to optimize their development, Functional Abilities and Quality of Life.

"**Claim**" means any and all claims, third party claims, counterclaims, complaints, demands, proceedings, actions, causes of action and suits, and investigations of any nature or kind whatsoever and howsoever arising, whether known or unknown, whether in law or in equity or pursuant to contract or statute, and whether in any court of law or equity or before any arbitrator or other body, board or tribunal.

"**Confidential Information**" means Province Confidential Information and/or Contractor Confidential Information, as the case may be.

"**Contract Documents**" means all documents that are incorporated into or form part of this Agreement, whether by attachment or reference.

"**Contractor**" has the meaning ascribed to it on page 1 of the Agreement.

"**Contractor Confidential Information**" means any trade secret, commercial, financial, labour relations, scientific or technical information of the Contractor or its Subcontractors in whatsoever form or media, whether in writing, electronic form or communicated orally or visually that the Contractor both treats as confidential and, at the time of disclosure explicitly supplies in confidence under this Agreement to the Province. Notwithstanding the foregoing, the "**Contractor Confidential Information**" will not include any Province Confidential Information, Province Materials or Province Intellectual Property, whether incorporated into or otherwise forming a part of the Contractor Confidential Information.

"**Contractor Materials**" means any assets, materials, Software, data, databases, information (including Contractor Confidential Information), documents and other property provided to the Province by the Contractor or a Subcontractor, and all Contractor Intellectual Property, that is: (a) in existence prior to the execution of this Agreement; or (b) not in existence prior to the execution of this Agreement but developed independently of this Agreement.

"**Contractor Personnel**" means, as the context may require, the Contractor employees, contract personnel and volunteers, Subcontractors and Subcontractor employees, contract personnel and volunteers, collectively or any one of them.

"**Contractor Personnel Claim**" means any third party claim (i) for salary, wages, benefits, termination or severance costs, or other compensation related to their employment or other engagement by the Contractor, including in respect of the matters described in sections 5.2; and/or (ii) for any fines, penalties and interest for or by reason of, or in any way arising out of, the Contractor's failure to deduct, withhold or contribute any amount in respect of withholdings, source deductions, premiums, contributions, Taxes or payments for which the Contractor is responsible in respect of Contractor Personnel.

"**Contractor Records**" means all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement.

"**Core Services**" means the delivery of developmental and goal-focused services provided for CYSN recipients, including but not limited to delivery of the CYSN services directly to recipients, administration, staffing, reporting, contract management, as more particularly described in **Schedule "B"** *(Services)*.

"**Crown Proceeding Act**" means the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89.

"**Culturally Safe**" is a transformation of relationships where the needs and voice of children, youth and their families take a predominate role. It is a theory and practice that considers power imbalances, institutional discrimination, colonization, and colonial relationships as they apply to social policy and practice. Cultural safety involves actively exploring and challenging complex power relationships including the way that bias, stereotyping, discrimination, and racism impacts how services are delivered and received.

"**Custody**" means to have physical possession and immediate responsibility for the safekeeping, preservation and protection of a record.

"**CYSN Framework**" has the given to it in section 8.5 a) ii. of **Schedule "B"** *(Services)*.

"**Deliverable**" means any item or service that the Contractor is required to deliver to the Province pursuant this Agreement or otherwise in connection with the Services, and includes all associated Documentation and Software code in any form including source code.

"**Developmental Delay**" refers to a significant delay in achieving age-expected "norms" or milestones within the domains of gross and fine motor skills; speech and language, social and personal skills, activities of daily

living, and/or cognition. There are many factors that can contribute to a developmental delay (e.g., biological, environmental), which can sometimes help to identify children with an increased likelihood of disabilities. Children reach developmental milestones at their own pace and any lags may not be permanent for some.

"**Developmental Services**" has the meaning given to it in section 8.1 of **Schedule "B"** *(Services)*.

"**Disability**" refers to an ever-evolving concept that, for the purpose of this Agreement, is used as an umbrella term to recognize any physical and/or cognitive condition that may create limitations for a child or youth to do certain activities and/or interact with those around them. Disability is a complex and varied collection of conditions that is influenced by social and environmental factors. This term is used mindfully, understanding that language used to refer to people with physical and/or cognitive conditions can be stigmatizing and a form of labelling. The intent of CYSN services is not to characterize children and youth with a disability solely in terms of impairment or inabilities, or "something to fix". Rather, the focus is to enable children and youth to function to the best of their ability, whatever that ability may look like.

"**Disability Services**" means services that may be provided when a child or youth has a prolonged Disability that moderately to significantly impacts their activities of daily living, mobility, social engagement, and/or inclusion.

"**Dispute Resolution Process**" means the process described in sections 22.2 to 22.6.

"**Documentation**" means documentation forming part of, or necessary for the proper use of the Services and Deliverables in accordance with this Agreement and includes, as applicable and available, user manuals, business process maps, functional specifications, technical specifications, systems operations manuals, console operations manuals, linking instructions, error logs and reports, scripts, forms, templates, and other manuals and reports, whether in printed or electronic format.

"**Electronic Transactions Act**" means the *Electronic Transactions Act*, S.B.C. 2001, c. 10.

"**FAA**" means the *Financial Administration Act*, R.S.B.C. 1996, c. 138.

"**Family Connection Centre**" or "**FCC**" means a centre established to deliver an array of services to children and youth (from birth up to their 19th birthday) who have a perceived increased likelihood of a developmental delays, or a confirmed developmental need or disability, and their families or caregivers. Each FCC is responsible for delivering the Core Services a within a set geography, has a physical location, delivers in-person and virtual services to CYSN via home visits or outreach teams, where appropriate.

"**Fees**" means the fees payable to the Contractor by the Province for the Services, as set out in **Schedule "E"** *(Fees and Pricing Model)*.

"**Family-centred**" is a set of values, attitudes, and approaches to services for children [and youth] and their families. Family-centred service recognizes that each family is unique; that the family is the constant in the child's [or youth's] life; and that they are the experts on the child's [or youth's] abilities and needs. The family works with Contractors to make informed decisions about the services and supports the child [or youth] and family receive. In family-centred service, the strengths and needs of all family members are considered.

"**Fiscal Year**" has the meaning ascribed to it in the FAA.

"**FOIPPA**" means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165.

"**Functional Abilities**" is the potential or actual capacity of an individual to perform activities or tasks, with consideration for the biological, psychological, environmental, and social aspects of an individual. This can include such things as movement and mobility, communication, daily living skills, play, and work.

"**Goal-Focused Services**" has the meaning given to it in section 8.2 of **Schedule "B"** *(Services)*

"**IM/IT Standards**" means the Province's Information Management/Information Technology Standards, as revised by the Province and advised to the Contractor from time to time, and found here: https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures/im-it-standards.

"**Indigenous**" refers to the First Nations, Inuit, and Métis peoples of Canada. The term Indigenous does not identify the uniqueness and diverse cultures of First Nations, Inuit, and Métis peoples and is often viewed as a "pan-Indigenous" approach. In this Agreement, "Indigenous" is intended to be inclusive of status and non-status First Nations both on- and off-reserve and Inuit peoples. It is recognized that Indigenous peoples have the right to define and identify themselves as they choose.

"**Integrated Case Management System**" or "**ICM**" is the primary mission critical application utilized by the Province's social sector ministries for delivering income assistance and child protection and welfare services throughout the province of British Columbia.

"**Information Management Act**" means the *Information Management Act*, S.B.C. 2015, c. 27.

"**Insolvency Event**" means any of the following: (a) an order is made, a resolution is passed or a petition is filed, for the liquidation or winding up of the Contractor; (b) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency; (c) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) RSC 1985 c. B-3, or similar legislation in other jurisdictions, is made by the Contractor; (d) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada) RSC 1985 c. 36, or similar legislation in other jurisdictions; (e) a receiver or receiver-manager is appointed for any of the Contractor's property; or (f) the Contractor ceases, in the reasonable opinion of the Province, to carry on business as a going concern.

"**Intellectual Property**" means intellectual, industrial and intangible property of whatever nature and kind in any jurisdiction, including software, trade secrets, inventions, innovations, discoveries, developments, formulae, product formulations, processes, compositions of matter, databases, names, trademarks, logos, works of authorship, works subject to copyright, guides, manuals and designs, and including modifications to any of the foregoing, in all cases whether patented or patentable, whether registered or unregistered, and in any medium whatsoever.

"**Intellectual Property Rights**" means any and all rights in respect of, in or to Intellectual Property, whether pursuant to statute, common law or other laws anywhere in the world, including any and all:

(a) copyrights and the benefit of any waivers of moral rights;

(b) database rights;

(c) trademarks, tradenames and service marks;

(d) patents and patent applications;

(e) rights and obligations in respect of trade secrets; and

(f) all applications, registrations, renewals, extensions, continuations, divisions, reissues, and restorations relating to any such rights (where applicable), now or hereafter in force and effect throughout the world (including any rights in any of the foregoing).

"**Interpretation Act**" means the *Interpretation Act*, R.S.B.C. 1996, c. 238.

"**Interventions**" are child and youth-focused services delivered through a team approach that are directed and guided by a goal-based plan for the child or youth. The services are delivered by a range of professionals using a variety of delivery modes, including education, consultation, direct service (episodic, short- or long-term), provision of home programs (jointly designed for child, youth, families, and caregivers, and for families to carry out) and coaching.

"**Local Service Area**" or "**LSA**" means the localized, geographically bounded area in which the Services will be delivered, as more particularly described in Schedule "B" (*Services*); For further information, see the *MCFD Boundaries* map, located here: https://www2.gov.bc.ca/assets/gov/family-and-social-supports/data-monitoring-quality-assurance/service-delivery-area-search/map_office_locations.pdf

"**MCFD**" or the "**Ministry**" means the government of British Columbia's Ministry of Children and Family Development.

"**My Support Plan**" means the tool provided from MCFD to assist CYSN in support and planning.

"**Network of Centres**" or "**NoC**" has the meaning given to it in section 6.1 of **Schedule "B"** *(Services)*.

"**Other Service Provider**" means a third party service provider engaged or to be engaged by the Province to perform all or any part of the Services and/or to provide the Deliverables or any other products or services.

"**Personal Information**" has the meaning given to it in **Schedule "J"** *(Privacy Protection Schedule)*.

"**Policies and Procedures**" means the Province's policies, procedures, guidelines, guides, core values, objectives, processes and standards, including the IM/IT Standards, in effect at any time and from time to time, that are applicable to the Services or Deliverables, and which are referred to in this Agreement or in respect of which the Province has given the Contractor notice in writing, but expressly excluding policies regarding human resource management.

"**Privacy Impact Assessment**" or "**PIA**" means a process used by the Province to evaluate and manage privacy impacts and to ensure compliance with privacy protection rules, policies, legislation and responsibilities.

"**Province Confidential Information**" means, and includes all information contained in or data about, any Personal Information, Province records or Province Materials, and any other information other than information that the Province makes available to the general public accessible, accessed or obtained by the Contractor or a Subcontractor as a result of this Agreement, whether or not in record form or communicated orally or visually, and whether or not designated as confidential (or with a similar designation).

"**Province Data**" means data provided by or on behalf of the Province in connection with this Agreement, or used, stored or generated by or on behalf of the Province or other users through the use of the Services or any Work Product, and all data and other works derived from such data, and includes all Intellectual Property Rights therein.

"**Province Director**" means the individual designated by the Province, with the authority to provide direction to the Contractor, who is the Province's primary contact in connection with the administration of this Agreement.

"**Province Facilities**" means physical office space and other facilities owned, occupied, leased or otherwise under the control of the Province.

"**Province Infrastructure**" means the information technology and information management systems, including the ICM, or parts thereof, which are owned and operated by the Province, or by third parties on behalf of the Province, and which may include shared resources which are used by the Province to support and deliver other services.

"**Province-Licensed Item**" means Third Party Materials owned or supplied by a Third Party Provider, which are included in or comprise a portion of the Province Materials, and which are used by the Province pursuant to a license granted by or on behalf of the Third Party Provider.

"**Province Materials**" means all assets, materials, Province Data, databases, files, content, information (including Province records and Province Confidential Information), software, systems, documents and other property that are provided by or on behalf of the Province to the Contractor or a Subcontractor, but expressly excludes Province-Licensed Items.

"**Province Records**" includes:

(a) client records containing Personal Information created or produced by the Contractor as a result of this Agreement unless otherwise specified in this Agreement; and

(b) all records other than Contractor Records, received from or on behalf of the Province by the Contractor or any Subcontractor in the course of providing the Services or otherwise in connection with this Agreement including materials, files, content, information (including Province Confidential Information), findings, software, data, specifications, drawings, reports, documents and Work Product.

"**Provincial Services**" means services intended to support and enable families to access CYSN services other than those offered by the Contractor pursuant to this Agreement.

"**Quality of Life**" is the extent to which a person feels comfortable and satisfied with the entirety of their life.

"**Relationship Management Process**" means the communications channels and processes described in **Schedule "G"** *(Governance and Stewardship)*.

"**Security Threat and Risk Assessment**" or "**STRA**" means a risk assessment conducted by the Province which aims at identifying potential information security exposures and weaknesses.

"**Service Delivery Principles**" means the service delivery principles set out, as set forth in **Schedule "D"** *(Service Delivery Principles)*, as amended from time to time.

"**Software**" means software applications, software tools, libraries, development and test environments, methodologies and computer programs, including all versions thereof and in any form, and all related documentation, manuals, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, technology and techniques.

"**Specialized Homes and Support Services or " SHSS** "is a suite of services within the ministry's broader system of care. It is comprised of four distinct service types: Emergency Care; Low-Barrier Short-Term Stabilization Care; Respite Care; and Specialized Long-Term Care. Each of the Specialized Homes and Support Services contracts has within its care type: service expectations, deliverables, and intended outcomes across the province.

"**Subcontractor**" means any subcontractor retained by the Contractor, or any person retained by any such subcontractor, to provide any of the Services or perform any obligations on behalf of the Contractor pursuant to this Agreement.

"**Support Plan**" has the meaning given to it in section 7.2 of **Schedule "B"** *(Services)*

"**Taxes**" means any and all taxes, fees, levies, or other assessments, including federal, provincial, local, or foreign income, capital, profits, excise, real or personal property, sales (including PST), Withholding Taxes, social security, occupation, use, services, value added (and for greater clarification, including GST and PST), license, net worth, payroll, franchise, severance, stamp, transfer, registration, premium, windfall, environmental, customs, duties, unemployment, disability, or any similar taxes imposed by any taxing authority together with any interest, penalties or additions to tax and additional amounts imposed with respect thereto (including any fee or assessment or other charge in the nature of or in lieu of any tax) in each case, whether imposed by law or otherwise, and any liability in respect of any tax as a result of being a member of any affiliated, consolidated, combined, unitary or similar group.

"**Term**" means the term of this Agreement described in section 1 of **Schedule "B"** (*Services*), as may be extended in accordance with section 1 of **Schedule "A"**; provided that if any Transition-Out Period extends beyond the expiry of the Term or extension, the Term will be deemed to also include the Transition-Out Period.

"**Terminated Services**" means (i) if this Agreement has expired or has been terminated, all Services provided under this Agreement on the effective date of termination or expiry; or (ii) at any other time during the Term, any Services that the Province has notified the Contractor in writing that it no longer wishes the Contractor to provide.

"**Therapy Services**" are services provided by registered occupational therapists (OTs), physical therapists (PTs) and speech language pathologists (SLPs) that examine the abilities of children and youth to support them and their family to achieve their developmental and functional goals.

"**Third Party Materials**" means any assets and technologies (including hardware, Software and other materials) in which neither the Province nor the Contractor owns all rights, title and interest and, for greater certainty, includes open source software.

"**Third Party Provider**" means the third party owner or licensor of any Third Party Materials.

"**Transdisciplinary Models**" of practice aim to provide more family-centred, coordinated, and integrated services to meet the complex needs of children with disabilities and their families. Transdisciplinary service is defined as the sharing of roles across disciplinary boundaries so that communication, interaction, and cooperation are maximized among team members.

"**Trauma-informed**" means integrating an understanding of trauma into all levels of care, system engagement, workforce development, agency policy and interagency work.

"**Work Product**" means all items and materials (including reports, documents, designs, plans, presentations, Software, and all configurations, modifications, enhancements, additions and interfaces to or of Software) which are prepared or created by or on behalf of the Contractor in the performance of the Services to or for

the benefit of the Province pursuant to this Agreement, and includes all Deliverables as well as all associated Documentation and Software code in any form including source code.

"**Workers Compensation Act**" means the *Workers Compensation Act*, R.S.B.C. 1996, c. 492.

Schedule "B"
SERVICES

1. Term

1.1 The term of this Agreement commences on **December 14, 2022, and ends on December 13, 2025**, unless extended by the Province pursuant to section 1.2 below.

1.2 The Province, at its option, may extend this Agreement for up to two (2) additional one (1) year terms. If the Province wishes to exercise its option to extend this Agreement, it may do so by providing the Contractor with written notice of the Province's intention to extend no later than sixty (60) days prior to the expiry of the then applicable Term.

2. General

2.1 Systems, Software and Applications

a) The Contractor must use Province Infrastructure, including ICM, as directed by the Province and in accordance with Article 13 of the Agreement, to perform the Services and meet the Contractor's obligations under the Agreement.

b) The Contractor must at all times throughout the Term maintain, in accordance with the Policies and Procedures, a fully current, accurate and complete file in ICM for each child and youth while providing services to or for the child and youth and immediately inform the Province when the Contractor's provision of services to or for the individual or child and youth is complete.

c) To assist the Contractor in performing and providing the Services and meeting the Contractor's obligations under the under the Agreement, the Contractor:

1. will use webpages, electronic links and templates in accordance with the Policies and Procedures; and

2. may use any other information technology system or software program or application only:

i. for any functionality that is not provided by the Province Infrastructure and the Province's software programs or applications (including Province Licensed Items).

ii. after demonstrating to the Province's satisfaction that the information technology system, or software program or application meets all requirements described in **Schedule "J"** and **Schedule "K"** and any Policies and Procedures relating to privacy, confidentiality and security.

2.2 Province Initiatives:

a) At the request of the Province, the Contractor must participate in any Province initiative and provide any assistance to the Province with respect to the Province initiative that the Province may request.

b) If the Province requests the Contractor to participate in and provide assistance to the Province with respect to any Province initiative that involves the Contractor's collection of

personal information from any individual or child and youth, the Contractor must first obtain the individual's or child and youth's consent to such collection in writing using a form developed by the Province for that purpose and provided by the Province to the Contractor.

2.3 Accreditation

a) The Contractor must provide to the Province proof of active accreditation in accordance with the Policies and Procedures within the first year of this Agreement of service and proof of maintenance thereafter.

2.4 Marketing, Advertising and Communications

a) The Contractor will, for any marketing, advertising or communication purpose, prepare, produce, publish, post, distribute or use any material, including electronic material and signage, in accordance with Section 23.7 of the Agreement and the Policies and Procedures.

b) Upon request by the Province, the Contractor will create a Family Connections Services website for the LSA. The website must be separate from any other website hosted or used by the Contractor, meet all applicable requirements described in the Policies and Procedures and be linked to the Province's Family Connection Centres website in accordance with the Policies and Procedures.

c) If the Contractor uses social media for purposes of the Family Connections Centre and performing the Services, upon request by the Province, the Contractor will create, for each social media platform the Contractor uses, a Family Connections Services account for the LSA. The account for any social media platform must be separate from any other account the Contractor uses for that social media platform and meet all applicable requirements described in the Policies and Procedures.

1. Annual Plans

3.1 Annual Service Plan

a) The Contractor must prepare and deliver to the Province for the Province's approval, the Contractor's proposed Annual Service Plan:

1. For fiscal 2022-2023, the plan attached at **Appendix B1.**

2. For each subsequent fiscal of the Term by **January 15** of each year beginning in 2023 for the Fiscal Year that starts April 1 of that year.

b) The Contractor must prepare each proposed Annual Service Plan in accordance with the information and instructions contained in the Annual Service Plan template provided by the Province from time to time.

3.2 Annual Service Plan Contents

a) The Annual Service Plan for the Fiscal Year must include a comprehensive description of each of the following elements of the Contractor's plan for performing the Services during the Fiscal Year:

1. Vision and Mission statements
2. Community Connection and Relationships;
3. Reconciliation and Cultural Safety;
4. Staffing Model and Subcontracting Status;
5. Service Model and Alignment Community Needs; and
6. Strategic Goals and Objectives.

3.3 Province Approval of Annual Service Plan

a) Province will notify the Contractor whether it approves the Annual Service Plan for the upcoming fiscal year.

b) All approved Annual Service Plans will be incorporated at **Appendix B1** to this **Schedule "B"**.

c) If an Annual Service Plan is not approved by the Province, the Province and Contractor will meet and negotiate to reach agreement on the Annual Service Plan, following the procedures set out in Article 4 of the Agreement (Relationship Management).

3.4 Cultural Safety Plan:

a) The Contractor must develop and maintain a cultural safety plan, in the form provided by the Province from time to time, for their organization and their services so all staff members and children, youth, and families that interact with the organization experience cultural safety.

b) The cultural safety plan must incorporate ongoing training for cultural sensitivity, agility, and humility for all staff members, and that training must be as reflective of the communities served by the organization as possible.

c) The Contractor must make every effort to provide sufficient time for staff to debrief their cultural safety training and practice self-reflection so that cultural safety training can be fully integrated into decision making and relationship building processes.

d) The Contractor must make every effort to develop and regularly evaluate their cultural safety plan collaboratively with representatives from the children, youth, families and communities they serve. This plan will form the basis and foundation of a ongoing relationship between the contractor and local First Nations and Indigenous Communities and should be signed off by these partners. The contractor must adapt and change their cultural safety plan and the resulting actions and training to reflect feedback from the children, youth, families and communities they serve.

4. Local Service Area:

4.1 The Contractor must provide the Services in the Local Service Area **Bulkley Hazelton and the Stikine**

5. Service Delivery Channels

5.1 The Contractor must deliver services that are:

a) within the child, youth's and family's preferred environment, whenever possible

b) recognizes Indigenous traditional geographic boundaries

c) as close as feasibly possible to the child or youth's community and family

d) inclusive of the child or youth and family to enable them to support the outcomes of services (e.g., recreation service providers, education)

5.2 The Contractor will provide the Services to the general public and the child and youth through three service delivery channels:

a) Each Family Connection Centre in the Network of Centres, if any, as described in **Appendix B2** to this **Schedule "B"**

b) Outbound:

1. provide mobile 'in-person' services via home visits or outreach teams where appropriate.

2. The Contractor must ensure that these mobile 'in-person' services:

i. Are provided at the consent of the child or youth and their family;

ii. Are safe for employees; and

iii. Any other requirements, as directed by the Province, for the provision of mobile services

c) Virtual environments that are:

1. are safe, structured, and predictable;

2. are developmentally appropriate, Culturally Safe, and accommodating of medical and developmental needs;

3. reflect the needs of the children and youth being cared for and enable their effective care and support;

4. meet Province privacy and security requirements as described in Article 15 and **Schedule "I"** and **Schedule "J"** of the Agreement; and

5. utilize web technology tools that are available through cellular data/mobile enabled, as needed.

6. Accessibility Requirements

6.1 Accessibility

a) The Contractor will ensure that:

1. the general public and child and youths throughout the LSA have access to Services; and

2. in providing the Services to the general public and child and youth, the Contractor at a minimum meets the accessibility standards.

b) The Contractor must establish the means to communicate and provide services to child and youth and the public in person, by telephone and other virtual means of communication, as long as the Contractor first meets the requirements set out in section 5.2c)) of this Schedule for each such other virtual means of communication.

6.2 Service Hours

a) The Contractor must set the daily hours of operation in accordance with the needs of the general public, child and youth and the communities in the LSA and must include during each calendar week of the Term, hours of operation that occur on days that are not Business Days or after 5:00 PM on Business Days.

7. Family Connections Centre and Networks of Centres

7.1 General

a) The Contractor will establish and operate, at a minimum, a Family Connection Centre at each of the locations set out in **Appendix B2** (the "**Network of Centres**" or "**NoC**");

b) The Contractor may not change the location of any Family Connection Centre or make any other material change to any Family Connection Centre without first obtaining written approval from the Province.

c) The Contractor must make available from each Family Connection Centre, any Service the Contractor provides to the general public and all child and youth.

7.2 Centre Hours of Operation

a) The Contractor must ensure that each Family Connection Centre is open to child and youth and the general public for the hours described in section 6.2.

7.3 Location and Environment

a) The Contractor will ensure that each Family Connection Centre:

1. has interior and exterior signage in accordance with the Policies and Procedures;

2. meets accessibility requirements set out above and in accordance with the Policies and Procedures;

3. has convenience to transportation routes, including public transportation in communities where it is available, and convenient access to adequate public parking, that are at least equal to what is described for each in the Contractor's proposal;

4. contains basic information accessible by the general public about: (1) Family Connection Centre services, including brochures, posters and general marketing materials describing services and supports provided by the Contractor that are sufficient for individuals to understand the objectives of services and to make an informed decision about applying for services;

5. other community resources available in the LSA; and

6. meets any other requirement described in the Policies and Procedures.

7.4 Specific Requirements

a) The contractor must provide a physical environment for the Family Connection Centre locations that:

1. are Culturally Safe;

2. is welcoming to general public and child and youth with different abilities

3. are physically safe, structured, and predictable;

4. are developmentally appropriate and accommodating of medical, physical and developmental needs and aligns with the principles of universal design;

5. reflect the needs of the children and youth being cared for and that enables their effective care and comfort; and

6. are physically accessible to meet the needs of the children, youth, and families that will be accessing services, accommodating to any physical or mobility needs.

b) The Contractor must provide space for clinical mental health professionals to work, but not for providing these services. Clinical mental health professionals providing service to children and youth out of a Family Connection Centre, will work as part of a collaborative team that includes staff at the Family Connection Centre, the local integrated child and youth team, and other teams in the community. Services may be delivered onsite, through outreach, virtual and/or via outbound support.

c) The Contractor will provide dedicated confidential drop in space for community professionals (e.g. public health, mental health, therapists, etc.) to enable bridging of community support as required.

d) The Contractor will provide confidential meeting space appropriate for supporting virtual services as outlined in 5.2c.

8. Service Deliverables

8.1 The Contractor will provide or deliver, or will cause to be provided or delivered, the following with respect to developmental services (collectively, the "**Developmental Services**"):

a) Developmental Services are intended for children, youth, and their families where there is a PERCEIVED likelihood of Developmental Delay or Disability. These services are provided to a child or youth when a family member or professional (example: a physician, community nurse, childcare provider, etc.) has indicated a concern regarding the child or youth's development. These services include the following:

1. Education and Guidance

i. The purpose of this service is to provide a low-barrier connection to a family where child and youth developmental concerns have been raised.

Education and guidance provide an important entry point for families to further screening and, if needed, developmental monitoring.

ii. This service will provide evidence-informed information and guidance regarding child development, available services within the centre, and linkages to Ministry Disability Services and Provincial Services, as needed. This is often the 'first touch-point' to the FCC for a family.

iii. Information and guidance will be provided in a variety of formats to best meet the needs of the child, youth, and their family (e.g., provision of web pages, brochures, parent groups, play groups, etc.).

iv. The Contractor will make available upon request to the Province any educational materials intended for intake and guidance, including pamphlets, brochures, and website content.

v. The Province may also provide materials – such as a common website and branding. Where the Province provides content and or branding, this material must be used.

vi. The Contractor will ensure that their materials intended for intake and guidance are reflective of the languages commonly used in the community being served, reflective of the diversity of the communities served and are developed and reviewed with local communities and First Nations

vii. The Contractor will collaborate with the Province in the future development of educational materials.

viii. The Contractor is encouraged to work in partnership with, MCFD, other Contractors and First Nations in other geographic areas to develop any educational materials.

ix. The Contractor will deliver to the Province such reports as are required under **Schedule "H"** of this Agreement, or as requested by the Province from time to time respecting, the volume of children and youth that seek intake and guidance services, in form and content as determined by the Province.

2. Needs Based Screening

i. Developmental screening provides focused and standardized screening for a child or youth who has an increased likelihood of having a developmental delay.

ii. The purpose of this service is to assess a child or youth's developmental strengths and needs, within the context of their family, school and/or community, to determine if further assessment or monitoring is needed and what other information and guidance can be provided to support healthy child or youth development.

iii. The Contractor will make available to the Province upon request for purposes of audit and quality assurance all documented screening assessments, in form and content as determined by the Province.

iv. The Contractor will deliver to the Province such reports as are required under **Schedule "H"** (*Reporting Requirements*) of this Agreement, or as requested by the Province from time to time, respecting the volume and demographics of children and youth that went through screening services, including the referral pathway (e.g. self-referred, community referral, etc.), outcome of the screening in form and content as determined by the Province.

3. Developmental Monitoring

i. Developmental monitoring is intended for any child or youth and their family where a likelihood of developmental delay has been highlighted through intake and screening.

ii. Developmental monitoring provides ongoing checkpoints regarding the child or youth's development and actively connects the family to continuing education and guidance to support child and youth development.

iii. The purpose of this service is to provide ongoing monitoring for children or youth who may have an increased likelihood of developmental delay or disability, and to facilitate timely referrals and access to service where applicable.

iv. The Contractor will deliver to the Province such reports as are required under **Schedule "H"** (*Reporting Requirements*) of this Agreement, or as requested by the Province from time to time, respecting the volume and demographics of children and youth currently receiving developmental monitoring services for each month, in form and content as determined by the Province.

v. The Contractor will make available to the Province all documented monitoring plans, including the frequency of check-ups and observations, in form and content as determined by the Province.

vi. The Province may, from time to time, conduct a review on a sample of these materials for the purposes of quality assurance.

8.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following with respect to goal- focused services (collectively, the "**Goal-Focused Services**"):

a) Goal-focused Services are intended for children, youth, and their families where there is an identified Developmental Delay or Disability. The purpose of Goal-Focused Services is to provide standardized and clinical assessment(s) of the child or youth's functional ability in the context of their family and circle of support, including their school and/or community to determine any need for further services, conduct support planning, and provide therapies and interventions. Specifically, goal-focused services include the following:

1. Functional Assessment

i. The functional assessment is comprised of standardized assessments to evaluate the child or youth's strengths, barriers, functional abilities, health condition and support needs within the context of their family and circle of support, including their school and/or community, with the purpose of determining the child or youth's need for services.

ii. The assessment will be used to determine potential eligibility for other Ministry Disability Services. (This includes collecting and sharing information with Province staff to determine eligibility for disability services such as case coordination, respite and in-home supports, low-barrier short term stabilization services, equipment, etc.)

iii. During this assessment, identification of areas where the child or youth may benefit from further evaluation by other health professionals to further understand the nature of need will occur, including for any concurrent mental health concerns.

iv. If not fully contained within the ICM, upon request, the Contractor will make available to the Province all documented functional assessment reports, in form and content as determined by the Province.

v. The Province may, from time to time, conduct a review on a sample of these materials for the purposes of quality assurance.

2. Clinical Assessment:

i. This level of assessment is conducted by registered therapists, behavioural specialists, and, potentially, mental health clinicians, using a variety of assessment approaches and tools.

ii. The purpose of this clinical assessment is to match the type and amount of each service that may benefit the child or youth, for example, physical therapy or speech language therapy.

iii. Assessments conducted by Family Connection Centre clinicians will adhere to evidence-based assessment approaches and will rely on the clinical judgement of professionals within the Family Connection Centre.

iv. The outcome of this assessment will be a series of referral, intervention and/or therapy recommendations to meet the child or youth's assessed developmental needs.

v. The Contractor will make available to the Province all documented clinical assessment reports, in form and content as determined by the Province.

vi. The Province may, from time to time, conduct a review on a sample of these materials for the purposes of quality assurance.

3. Goal Development:

i. Goal development will then take place collaboratively with the child or youth and their family, as applicable and be centered on their needs and desires. The level of a child or youth's involvement in goal development will depend on their age and abilities. The purpose of this service will be to:

a. provide information to the child or youth and their family regarding the outcomes of clinical and functional assessments with the intention of assisting them to understand their strengths and to

support the reduction of identified barriers, as identified in sub-sections a. and b. above;

b. collect necessary information about the needs and goals of the child or youth, and their family, this could include any past or present assessment, etc; and

c. identify key priorities and meaningful goals in collaboration with the child or youth, and their family that can support them to reach the outcomes listed in Schedule "H" (*Reporting Requirements*) of this Agreement.

4. Support Planning:

i. A support plan, as further described herein (**"Support Plan"**) will be required for all families accessing Goal-Focused Services.

ii. Support Plans will be developed collaboratively with children, youth and families using a person-centered approach.

iii. Support Plans will be embedded and populated within the case management and information platform, with the ability to print a copy for families.

iv. Support Plans will include:

a. the child's gifts and strengths; likes and dislikes;

b. the child's cultural community and important considerations regarding the child's family and culture;

c. Identified goals written in the voice of the child and family;

d. Identification of how these goals align with the desired outcomes associated with the goal;

e. Strategies to achieve these goals and the supports/services supporting them;

f. The timeframe within which the Support Plan will be reviewed;

g. A scale indicating the level of goal attainment when reviewing the Support Plan;

h. Describe the review cycle for the Support Plan; and

i. Supporting transition to adult services.

v. The Contractor will, to the best of its ability, ensure that Support Plans are developed through person centred, trauma informed, and Culturally Safe processes are available to the family through the family portal and or are delivered to the child or youth and their family directly following the goal development session and no more than thirty (30) days after their goal development session.

vi. The Contractor will deliver to the Province such reports as are required under Schedule "H" of this Agreement, or as requested by the Province from time to time, respecting the volume and demographics of children and youth currently receiving developmental monitoring services for each month, in form and content as determined by the Province.

vii. The Contractor will document all Support Plans according to the template provided by the Province from time to time.

viii. The Contractor will make available to the Province all documented Support Plans, in form and content as determined by the Province.

ix. The Province may, from time to time, conduct a review on a sample of these materials for the purposes of quality assurance.

x. The Contractor will provide to all families served the opportunity to complete a survey, with the intention of collecting feedback on their experience participating in the Support Plan development process. The Contractor will deliver all surveys, and make all completed surveys available to the Province, in a form and format determined by the Province from time to time.

5. Intervention and Therapy:

i. Interventions and Therapy Services are for children and youth from birth up to their 19th birthday and their family, who have identified functional needs that would benefit from intervention and/or therapy, as indicated in the child or youth's Support Plan.

ii. The purpose of this service is to promote the child or youth's development and to empower their family and circle of support to help them achieve their identified goals. This includes providing applicable education and skill-building opportunities to the child or youth, their family and circle of support through early childhood, school-age interventions, and family/peer coaching. It is a service expectation of the family service centre that professionals providing intervention and therapy services actively engage school-based teams (with consent from the child or youth and their family) to ensure consistent approaches to supporting a child or youth's Individualized Education Plan.

iii. Mental health supports, intervention and therapy services are time-limited, goal focused and may include:

a. Family supports assist families experiencing vulnerabilities to access the culturally safe help and services they need when they need it. Family support workers help identify and remove barriers to accessing and receiving services. For example, if a family is having difficulty getting to family service centre appointments, a family support worker could help them access local transportation or access their community connections for support.

b. Behaviour supports will be offered as a continuum of service within the family service centre. The services may include informational/educational group programs, parent coaching and

more intensive individual intervention work. The services a family accesses will be determined by the identified functional needs of the child and the goals of the family. For children with a higher functional need, a Behaviour Support Team may work with a family to develop goals related to the behaviour needs of the child. The focus is on the provision of child or youth-specific supports to improve their quality of life. Supports are provided by the FCC Behaviour Support Team in collaboration with other professionals. The Behaviour Support Team consists of Behaviour Consultants/Analysts, Behaviour Interventionists and Child and Youth Care Workers.

c. Educational services are group and individual services aimed at helping children, youth, and their families to meet their needs within the context of their community. Examples include Infant Development services, education sessions for families, Key Worker services, peer to peer supports, and life skills groups.

d. Therapies include regulated therapies to meet a child or youth's developmental and functional goals through group or individual sessions. Therapies are intended to be culturally relevant and safe including occupational therapy, physiotherapy, and speech and language therapy.

e. Clinical mental health services may be available for eligible children and youth at the FCC. Services will be delivered either onsite, through outreach, and/or via virtual support. The FCC is responsible for providing space for clinical mental health professionals to work, but not for providing these services. Clinical mental health professionals providing service to children and youth out of the FCC, will work as part of a collaborative team that includes staff at the family service centre, the local integrated child and youth team, and other teams in the community. Services may be delivered onsite, through outreach, and/or via virtual support.

iv. Intervention and Therapy Services that may be provided in support of a child or youth's Support Plan include:

a. Regulated, evidence informed and indigenous wise practice therapies to meet a child or youth's functional need (occupational therapy, physical therapy, and speech language therapy)

b. Behavioral supports for the child or youth who has a functional behavioral need, including support for their family/caregivers to best help the child or youth (behavioral intervention, behavioral consultant)

c. Clinical mental health supports for children and youth with support needs and any other child and youth development supports that are applicable and within the scope of FCC's Services

v. Interventions and Therapies may be delivered in any of the following ways in support of a child or youth's Support Plan:

a. Individual sessions

b. Group sessions

c. Facilitated and unfacilitated peer to peer sessions

d. Family skill building opportunities

e. Parent/guardian coaching

f. Provision of expert advice and coaching to staff in schools and community programs where the child is participating to maximize inclusion

vi. These services may be provided through any of the following channels in order to best support the child or youth, and their family:

a. Virtual settings

b. In-person settings

c. Other reasonable avenues as needed to ensure services are delivered where families are (e.g. in-home, in-community, in-school, etc.)

vii. The Contractor will deliver Intervention and Therapy Services to each child or youth and their family according to the Support Plan developed.

viii. The Contractor will make available to the Province all documentation regarding a child or youth's progress against their Support Plan, including the assessed achievement of goals.

ix. After 12 months of Intervention and Therapy services for a new child and youth, the Contractor will provide the respective families the opportunity to complete a survey, with the intention of collecting feedback on their experience receiving Therapy Services, and the assessed progress of their youth or child.

x. Upon every 12 month / year anniversary of receiving Intervention and Therapy services from the Family Connection Centre, the Contractor will again provide the respective family the opportunity to complete another survey.

xi. The form and content of all surveys will be provided by the Province from time to time.

xii. The Contractor will make all completed surveys available to the Province in a form and format determined by the Province from time to time..

8.3 The Contractor will provide or deliver, or will cause to be provided or delivered, the following inclusive child care services:

a) Inclusive child care means that all children, including children with support needs, have equitable access to quality child care, and participate fully in a play-based program

alongside their peers. The Family Connection Centres provides a range of supports and services to child care providers, children, and families to enable children with support needs to access and fully participate in inclusive child care.

b) The Family Connection Centres will provide consultative service in a Culturally Safe, Trauma-informed, relational, person and family-centered approach to individual children for child care providers and families, to support the full inclusion of the child in a child care setting.

i. Deliver child-specific services including:

a. Meet with families and their children to assess the needs of the child or youth in a child care setting.

b. Work with the child care provider and family to develop and monitor strategies for the child so they can fully participate in inclusive child care.

c. Determine if enhanced staffing support is required to enable the child's participation in child care and determine number of hours needed.

d. Work the child care provider, family, and school district to support transition to kindergarten.

ii. Deliver child care program-specific capacity building services, including:

a. Deliver practical professional learning opportunities to child care programs in the region regarding foundational skills and knowledge for providing inclusive child care.

c) Enhanced staffing supports, including hiring inclusive child care worker positions to provide enhanced staffing supports in the child care setting, refers to; either enhancing the staff ratio, providing direct shared support, or direct individual support to children with support needs.

d) These supports may be provided through a inclusive child care support worker who is funded by the Family Connection Centre and hired by the child care provider, or directly deployed by the Family Connection Centre.

e) Inclusive child care workers are expected to:

i. Participate in training provided by the inclusive child care consultant(s).

ii. Support full inclusion of one or more children in a child care program, implementing strategies identified by the inclusive child care consultant(s)/defined in the child's care/support plan

iii. Adhere to child care centre policies and regulations.

8.4 The Contractor will provide or deliver, or will cause to be provided or delivered, the following with respect to school age Therapy Services:

a) The delivery of these services should be done in collaboration with applicable school districts, independent school authorities and health authorities with the mix of services determined by local demand.

b) The Contractor should establish functional working relationships with the local school districts and health authorities to ensure coordination and service effectiveness is maintained.

c) The Family Connection Centre will remain the primary case manager of the overall service offering to the child and their family (except where the child and family are engaged with Disability Services) regardless of where and by whom the school age Therapies are provided.

8.5 Operational Deliverables

a) Without limiting and in addition to any other requirements in the Agreement or Schedules [including **Schedule "F"** (*Personnel Minimum Requirements*"] related to Contractor Personnel, the Contractor will deliver services by employing and or subcontracting as needed to meet the appropriate professional and staff complement:

1. The Contractor must recruit and retain the appropriate staff, all of whom must reside within B.C. unless otherwise approved in writing by the Province in each instance, to provide required Services to children, youth, and their families; manage the operations to ensure services are delivered efficiently and effectively; and meet the Province's reporting requirements in a timely manner.

2. The Contractor will provide Services to meet their populations' needs in all the areas across all the professions outlined in the Province's CYSN Service Framework, as provided by the Province, and amended from time to time (the "**CYSN Framework**").

3. The Contractor will ensure their staff have the necessary qualifications and are in good standing with applicable regulatory bodies (i.e. for physical therapists, speech pathologists, occupational therapists).

4. The Contractor will ensure that their services are designed to meet the needs of children living in different environment such as children and youth residing in the family home, or home like setting, as well as children and youth residing in Ministry Specialized Homes and Support Services (SHSS).

5. The Contractor will make certain all staff working for the FCC pass a vulnerable populations criminal record check as a condition of employment.

6. For positions that are not managed by a regulatory body, the Contractor will endeavor to meet the expected qualifications for professions as outlined CYSN Framework , but may use their discretion to determine required qualifications, experience, etc. that is appropriate for the position and the community (i.e. in-line with the labour market of their region).

7. The Contractor should support prospective board certified behaviour analysts to achieve the required clinical hours of practice needed to become board certified. This could include hiring behaviour analysts/ behaviour consultants/junior consultants/senior interventionists who have not yet been board certified with the intention of supporting their certification through provision of clinical oversight (see list of required qualifications in the CYSN Framework).

b) The Contractor will deliver services utilizing Province endorsed and other tools as described below:

1. The Contractor will use the tools listed below as standardized prescribed tools for service planning, needs assessment and monitoring/reporting.

2. This list of tools may at the discretion of the Province be altered and the contractor required to use a different suite of Province required tools.

3. Tools for all services

   i. About My Child – intake tool used for consistency screening and identification of family concerns.

4. Tools for, Disability services and Provincial Services

   i. Vineland and/ or PEDI-CAT – based on the presenting needs of the child or youth, these tools are to be completed by the FCC and are used to inform service planning and determine eligibility for Disability Services and Provincial services

   ii. Gross Motor Function Classifications System tool will be used to determine eligibility to access mobility and adaptive equipment through Provincial Services

5. Tools that will be provided for Contractor use during the term of the Agreement: these tools will not be made available for initial service delivery, but once and or if made available will be mandatory in their utilization

   i. Family Empowerment Scale – tool to measure the level of empowerment the child or youth and their family feels

   ii. Family Quality of Life Scale - tool to measure the quality of life the child or youth and their family experience

   iii. Participation and Environment Measure for Children and Youth (PEM-CY) – tool to measure optimization of social inclusion

   iv. KIDSCREEN – tool to measure the quality of life of the child or youth

6. The Province reserves the right to alter and or add to this list of prescribed tools. The Contractor will be notified 60 days in advance of changes to the list of prescribed tools.

7. Use of the My Support Plan as a tool to guide service delivery and provide a mechanism for monitoring child, youth, and family outcomes (the Support Plan will be a template – embedded in the case management and information platform)

8. The Contractor will adhere to the ministry provided guidelines on the applications and reporting frequency (e.g. when and how the tools are to be used)

9. The Contractor may use additional tools to support practice based on their professional discretion that are Province endorsed or in alignment with clinical professional practice within registered profession.

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

1. the services as described in this document, with the aim for cases per therapist to align with a shift away from the concept of 1:1 intervention as the only option:

    i. Maintain caseload numbers as per relevant professional practice guidelines.

    ii. behaviour interventionists (BI) and therapy assistants work under the direct supervision of a behavioural specialist (i.e., board certified behaviour analyst [BCBA] or behaviour consultant).

    iii. Use of the Transdisciplinary Model and group programs where possible will allow for a higher number of children on caseloads while meeting the needs of the family with an amount of service that supports ongoing developmental needs.

d) child and youth Intake:

1. Upon consent with the child and youth, the Contractor must use the About My Child tool to ensure a standardized intake process for the general public and child and youth.

e) Referral Services

1. Accepting Referrals

    i. Referrals are not required to access services at the Family Connection Centre.

    ii. If a referral is received, the Family Connection Centre should connect confirm consent with the child/youth and family at the time services are initiated.

f) Making Connections

1. The Family Connection Centre will refer children, youth and their families to Ministry Disability Services, Provincial Services and other community services where appropriate; and maintain linkages and engage in collaborative processes with the Ministry Disability Services, Provincial Services or other community services as needed.

2. The Contractor is expected to refer child and youth as may be appropriate to other community supports or organizations.

g) Services to children residing in MCFD Specialized Homes and Support Services (SHSS):

1. The Family Connection Centre will provide assessments and goals focused services to children and youth with support needs residing in MCFD Specialized Homes and Support Services (SHSS)

2. The Family Connection Centre will provide clinical consultation to SHSS staff to support their care for children and youth with support needs residing in SHSSs.

3. As directed by the Province, the Family Connection Centre will prioritize support for children and youth requiring stabilization at a SHSS

h) The day-to-day accountabilities of the Family Connection Centre and its (NoC) include:

1. Delivering Culturally Safe, Trauma-informed services as outlined in the CYSN Framework, and in alignment with the identified practice principles as outlined in the Province's Aboriginal Practice and Policy Framework and Trauma Informed Practice Guidelines, as provided by the Province and updated from time to time.

2. Maintaining and closing case files.

3. Adhering to the Province's Policies and Procedures respecting wait list management guidelines.

4. Adhering to the Province's Policies and Procedures respecting support planning guidelines.

5. Establishing a dispute resolution process for both general complaints received from children and youth and their families, and eligibility issues.

Appendix B1
ANNUAL SERVICE PLAN

Please see attached Appendix B1 – Annual Service Plan

Appendix B2
NETWORK OF CENTRES

Please see attached Appendix B2 – Network of Centres

Schedule "C"
TRANSITION-IN SERVICES

1. Overview

1.1 The purpose of this Schedule is to describe the Transition-In Services and Deliverables that the Contractor will provide to prepare for and assume the delivery of the Core Services.

2. Transition-In Services

2.1 Commencing on the Effective Date, the Contractor will provide the following Transition-In Services:

(a) the complete and timely performance of all matters required to be performed by the Contractor as set out in the transition-in plan attached at Appendix C1 (the "**Transition-In Plan**"); and

(b) such additional services as are necessary to complete the Transition-In services and begin providing the Core Services.

2.2 The Contractor will perform the Transition-In Services to complete the Deliverables and other milestones described out in the Transition-In Plan by the corresponding date set out in the Transition-In Plan.

2.3 At two-week intervals from the Effective Date, the Contractor will provide both a written status update and a meeting status update, each in the form required by the Province, against the Transition-In Plan and budget for the Transition-In Services to update the Province on progress towards opening the Family Connection Centre, progress on the staffing recruitment process and identify any risks to their ability to meet the expected opening date.

3. Case Load Transition-In Deliverables

3.1 From February 1, 2023 to March 31, 2023, the Contractor will commence transitioning children, youth and families into the FCC. The Contractor will not have interactions with families, youth or children prior to February 1, 2023.

3.2 The Province will provide a prioritization approach to guide the transition of caseload from both the Province and other community service providers to the Contractor. Functional needs assessments will be required for many transitioning cases and will be required to be administered in a prioritized manner as directed by the Province.

3.3 The Contractor will develop a plan to transition children and youth who are accessing non-Province CYSN Caseload services, including from the Infant Development Program, Early Intervention Therapies, and FASD Key Workers programs, into the Core Services.

3.4 The Contractor will follow the following for children and youth caseload transition:

(a) work with the Province's appointed contact and existing service providers to plan for the transition of services to the FCC and the children/youth currently receiving those services;

(b) prioritize children/youth transitioning from the current CYSN caseload for intake in alignment with transition guidelines provided by the Province and within identified timelines;

(c) exercise professional judgement where it appears that a child/youth or family has a pressing need to connect with the FCC and complete intake;

(d) engage with families to determine the most appropriate mode of engagement through the intake process and will have options for in-person, in-office, in-home/community or virtual contact available;

(e) conduct functional needs assessment with children/youth and their families needing to confirm eligibility for Disability Services within timeframes identified by the Province.

(f) prioritize children/youth transitioning from the current CYSN caseload for services in accordance with service request and prioritization guidelines provided by the Province;

(g) verify via the IMIT system if families are eligible to receive services at the Family Connection Centre prior to provision of service (i.e. have confirmed their decision to end individualized funding and transition services to the Family Connection Centre; and

(h) provide orientations on the Family Connection Centre and its services available to children/youth and their families considering transitioning out of individualized funding and into services at the Family Connections Centre.

4. Completion of Transition-In Services

4.1 The Contractor will:

(a) complete all Transition-In Services, including all Deliverables and milestones set out in the Transition-In Plan;

(b) make the FCC fully operational and open to the public; and

(c) provide all Core Services,

by April 1, 2023 (the "**Assumption of Service Date**") unless written approval is provided by the Province in advance. For clarity, eligibility criteria vary across the Core Service categories and the specific type of services offered are made available depending on the assessed needs of the child/youth and their families and therefore may not all be provided by the Contractor on the Assumption of Service Date.

5. Transition-In Services Payments

5.1 In consideration for the performance of the Transition-In Services, the Province will pay the Transition-In Fees to the Contractor in accordance with section 5 of **Schedule "E"**.

Appendix C1
Transition-In Plan

Please see attached Appendix C1 – Transition-In Plan

Schedule "D"
SERVICE DELIVERY PRINCIPLES

1. The Contractor must ensure that a child and youth, whether their needs are simple or complex, short or long-term will receive timely, appropriate and effective assistance that respects and promotes their independence and self-determination, health and safety, within the limits of available resources.

2. Where appropriate the Contractor must develop care plans appropriate to the circumstances of the child and youth, that involve the child and youth, whether an individual or family and other persons involved in the child and youth's care.

3. The Contractor must ensure the child and youth's views are heard and considered in decisions affecting them, and must ensure that no retribution occurs as a result of advocacy on behalf of a child and youth.

4. The Contractor must ensure cultural competency principles and practices are incorporated in the delivery of Services to the children, youth and families, and Indigenous cultural competencies are applied when providing services to Indigenous children, youth and families. The Contractor must work within the framework provided by the *Human Rights Code* (British Columbia) and the *Multiculturalism Act* (British Columbia) in the delivery of Services.

5. The Contractor must consider the impact of residential schools on Indigenous children, families and communities in the planning and delivery of services to Indigenous children and families.

6. The Contractor must ensure that child and youth have independence from the Contractor's religious beliefs and affiliations.

7. The Contractor must:

   (a) at the outset of service delivery, inform child and youth about the Contractor's complaints process, and

   (b) work toward local resolution of any dispute or service dissatisfaction when it arises.

8. When providing Services to children, the Contractor must not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence.

9. When providing Services to children in care, as defined in the *Child, Family and Community Service Act* (British Columbia), the Contractor must provide them in accordance with the rights of children in care, found at section 70 in the *Child, Family and Community Service Act* (British Columbia).

10. When providing Services to Indigenous children, youth and their families the Contractor will support the preservation of Indigenous cultural identity and heritage and all reasonable efforts must be made to involve Indigenous people and Indigenous communities served in the design and delivery of Services to ensure services are culturally appropriate and responsive.

11. The Parties support the spirit and intent of the Province's *Indigenous Procurement and Contract Management Guidelines*.

Schedule "E"
FEES AND PRICING MODEL

1. Definitions

Unless the context otherwise requires, the following definitions apply:

Actual Monthly Costs means the Contractor's actual monthly costs directly incurred in the performance of the Services. These include costs associated with employee wages and benefits, Subcontractor costs, program costs, facility costs and Administration Fees, all as further described in the Payment Tool Guide.

Administration Fees means a percentage, not to exceed 10%, of the following costs (each as more particularly described in the Payment Tool and Payment Tool Guide) incurred by the Contractor in order to cover the costs to control and direct its business as it relates to the Services but that are not directly identified with operations or programs:

(a) employee wages and benefits and Subcontractor costs;

(b) program costs; and

(c) facility costs.

Adjusted Monthly Pre-Payment means the Forecasted Monthly Costs less the Holdback.

Family Connection Centre Funding means the funding to cover the delivery of the Core Services described in **Schedule "B"**, except the Core Services described in section 8.3 of **Schedule "B"**.

Forecasted Monthly Costs means the forecasted monthly costs, at full capacity (e.g. full staffing), that the Contractor anticipates that it will directly incur in the performance of the Services. These include costs associated with employee wages and benefits, Subcontractor costs, program costs, facility costs and Administration Fees, all as further described in the Payment Tool Guide.

Holdback means the percentage of the Contractor's Forecasted Monthly Costs that are withheld from payment by the Province until the time of the monthly true-up/reconciliation.

Inclusive Child Care Supports Funding means the funding for the Inclusive Child Care Supports program, being those Core Services described in section 8.3 of **Schedule "B"**.

Payment Tool means the Province-prescribed Excel workbook, as updated by the Province from time to time, that the Contractor will use to submit its Forecasted Monthly Costs and report its Actual Monthly Costs to the Province.

Payment Tool Guide means the guide provided by the Province, as amended by the Province from time to time, that the Contractor may use to assist in completing the Payment Tool. The Province will use the Payment Tool Guide to review and inform decisions related to the Contractor's Forecasted Monthly Costs and Actual Monthly Costs.

Service Fee means an amount equal to 2% of the Annual Maximum, payable on a quarterly basis (i.e. 0.5% of the Annual Maximum in each quarter) if the Contractor achieves the Service Fee-related Outcomes in the applicable quarter.

Service Fee Payment means the payment of the Services Fee by the Province for the Contractor's achievement of the Service-Fee related Outcomes.

Service Fee-related Outcomes means the reporting-related outcomes set out in **Schedule "H"** (*Reporting Requirements*) in respect of which, if the Contractor delivers such reporting on time and the Province determines such reports to be complete and to meet the Province's quality expectations, the Province will pay the Contractor the Service Fee Payment.

Transition-In Fees means the fees payable to the Contractor for the performance of the Transition-In Services, including, if relevant, the costs associated with caseload transitions.

Transition-Out Fees means the fees payable to the Contractor for the performance of the Transition-Out Services.

2. Maximum Budget for the Services

2.1 Notwithstanding any other provision of this Schedule, the maximum amount that the Province is obligated to pay the Contractor under this Agreement for Fees and expenses (exclusive of applicable taxes):

2.1.1 during any year of the Term (including, for clarity, during any Extension) is **$4,530,000** (the "**Annual Maximum**"); and

2.1.2 during the Term, including all Extensions, is **$22,650,000** (the "**Contract Maximum**").

2.2 Of the Annual Maximum, the Contractor must allocate an annual minimum of **$1,159,340** to the performance of the inclusive child care services, which are set out in section 8.3 of **Schedule "B"**.

2.3 For clarity:

2.3.1 the Service Fee is included as part of, and is not in addition to, the Annual Maximum; and

2.3.2 the Annual Maximum (and, correspondingly, the Contract Maximum) includes all amounts that the Province will pay to the Contractor in respect of all Services, including the Transition-In Services, Core Services and Transition-Out Services.

2.4 Notwithstanding any other provision of this Schedule, the Province will only pay a maximum of 10% of the Annual Maximum in Administration Fees. These percentages can be updated during the Term based on agreement between the Province and the Contractor, provided that any such adjustments will not cause payments to exceed the Annual Maximum.

2.5 The Province may make funding adjustments (i.e. increase the budget available to the Contractor) to enable implementation of Government initiatives outside the existing scope of the Services or to accommodate higher volumes of the existing Services. These adjustments will be made through a Change Request.

3. Funding Model for the Core Services

3.1 The funding model for the Core Services, which includes, for clarity, the Family Connection Centre Funding and the Inclusive Child Care Supports Funding, is a cost pass through plus Service Fee model. Under this model, the Contractor and the Province will agree on in-scope costs on an annual basis using the Payment Tool, and such amounts will be paid to the Contractor on a monthly basis..

An additional Service Fee will be paid to the Contractor if it meets the Service Fee-related Outcomes. For clarity, the total annual payments to the Contractor, which include all Actual Monthly Costs and the Service Fee and, where applicable, Transition-In Fees and Transition-Out Fees, are capped at the Annual Maximum.

4. Payment Methodology for the Core Services

4.1 The Province will pay the Contractor the costs and other amounts contemplated pursuant to this Schedule, only if the Contractor complies with the Agreement and performs the Core Services to the Province's satisfaction. Building on a cost pass through plus Service Fee funding model, the Province will use a pre-payment plus true-up/reconciliation plus Service Fee payment methodology for payments associated with the Core Services, described in further detail below:

4.2 On an annual basis, the Contractor will provide the Province with a forecast of its annual costs, at full capacity (e.g. full staffing), that the Contractor anticipates that it will directly incur in the performance of the Services (the "**Annual Cost Forecast**") as follows:

4.2.1 for the first year of the Term, the Annual Cost Forecast will be the amount set out in Exhibit E1; and

4.2.2 for each subsequent year of the Term, the Contractor will submit its Annual Cost Forecast, via the Payment Tool, to the Province for approval by January 15th of the applicable year. Upon the Province's approval, that Annual Cost Forecast will come into effect on April 1st of the applicable year.

4.3 Contractor's Forecasted Monthly Costs

4.3.1 The Contractor will use the Payment Tool to forecast its annual costs to perform the Core Services, 1/12 of which is deemed to be the Contractor's Forecasted Monthly Costs. The Forecasted Monthly Costs for the first year of the Term is:

For example, if the Contractor forecasts an annual budget of $1,2000,000, the Contractor's Forecasted Monthly Costs are $100,000 (i.e., $1,200,000/12).

4.4 Province prepays the Contractor an Adjusted Monthly Pre-Payment

4.4.1 The Province will prepay to the Contractor the Adjusted Monthly Pre-Payment on the 15th of each month. The Adjusted Monthly Pre-Payment will be an amount equal to the Forecasted Monthly Costs less a Holdback percentage ranging from 5% to 20% of the Forecasted Monthly Costs, as determined by the Province in its sole discretion. The Holdback percentage may be adjusted during the Term through a Change Request, provided that any adjustments will not cause payments to the Contractor to exceed the Annual Maximum.

For example, if the Contractor's Forecasted Monthly Costs are $100,000 and the Province determines that it will apply a Holdback percentage of 20% of the Forecasted Monthly Costs, the Adjusted Monthly Pre-Payment will be $80,000 (i.e $100,000 x 80%).

4.5 Contractor reports Actual Monthly Costs

4.5.1 The Contractor will use the Payment Tool to report the previous month's Actual Monthly Costs to the Province by the 15th of the month immediately following the month in which such costs were incurred.

4.6 Monthly True-up/reconciliation calculation and payment

4.6.1 Using the Contractor's monthly reporting of the Forecasted Monthly Costs and Actual Monthly Costs, the Province will determine the Contractor's net cost position. The Province will pay the Contractor the difference between the Adjusted Monthly Pre-Payment and the Actual Monthly Costs where this difference is negative (i.e. the adjusted payment less the actual costs produces a negative number).

For example, if the Contractor's Adjusted Monthly Pre-Payment in a given month is $80,000 and the Contractor's Actual Monthly Costs are $90,000 in that month, the Contractor's actual costs of $90,000 are greater than the prepayment amount of $80,000, producing a negative difference ($80,000 - $90,000 = - $10,000). The Contractor will be paid the difference ($10,000) from the Province following receipt of an invoice.

Where the difference between the adjusted payment and the actual costs is positive (i.e. the adjusted payment less the actual costs produces a positive number), the amount may become a debt due to the Province that the Contractor must repay to the Province on demand and which the Province may set off against costs that the Province subsequently becomes obligated to pay the Contractor.

For example, if the Contractor's Adjusted Monthly Pre-Payment in a given month is $80,000 and the Contractor's Actual Monthly Costs are $70,000 in that month, the Contractor's actual costs of $70,000 are less than the prepayment amount of $80,000/month, producing a positive difference ($80,000 - $70,000 = $10,000). The Province will be entitled to receive difference of ($10,000) from the Contractor, which will be payable as a debt to the Province and, at the Province's option, may be deducted from the Contractor's next Adjusted Monthly Pre-Payment or any other amounts due and owing to the Contractor.

4.7 Province calculates Service Fee

4.7.1 Subject to the Contractor's achievement of the Service Fee-related Outcomes, the Province will pay to the Contractor the Service Fee on a quarterly basis.

For example, if the Annual Maximum is $1,200,000, and the Contractor achieves the Service Fee-related Outcomes in a given quarter, the Province will pay to the Contractor a Service Fee of $6,000 (i.e. $1,200,000 x 0.5%).

4.7.2 The Service Fee is currently set at 2% but may be adjusted upon mutual agreement between the Contractor and the Province through a Change Request.

4.7.3 For clarity, the Province will pay the Service Fee to the Contractor only if the Contractor achieves the Service Fee-related Outcomes in the prior quarter. Specifically, the Province will pay the Contractor the Service Fee if the Contractor produces reporting that is delivered on time, includes the required information, and meets the Province's quality expectations, where quality expectations include ensuring that the information reported is reasonable (e.g. a

Contractor's reported service hours align with the number of children, youth and families served), provides reports for the correct reporting period, ensures the information provided includes sufficient detail, and uses the correct format/template (as relevant). The Province will make the determination related to the Service Fee payment during the quarterly stewardship meetings with the Contractor.

5. Payment Methodology for Transition-In Services

5.1 The payment methodology for the Transition-In Fees is as set out in the Contractor's Transition-In Plan and relevant Payment Tool worksheet ("**Transition-In Forecasting**" worksheet), a copy of which is attached at Exhibit E2.

5.2 The Transition-In Fees payable by the Province to the Contractor are limited to the actual costs incurred by the Contractor in the performance of the Transition-In Services up to the amount set out in the Transition-In Forecasting worksheet. The Province will not be obligated to pay or reimburse the Contractor for any costs or expenses that the Contractor incurs in performing the Transition-In Services in excess of the amount set out in the Transition-In Forecasting worksheet.

6. Payment Methodology for Transition-Out Services

6.1 The payment methodology for the Transition-Out Fees will be set out in the agreed Transition-Out Plan and relevant Payment Tool worksheet ("**Transition-Out Forecasting**" worksheet), provided that any Fees and expenses payable in respect of Transition-Out Services will not cause payments to the Contractor to exceed the Annual Maximum.

7. Payment Tool Reporting

7.1 **Payment Tool Reporting for Core Services**: In order to obtain payment of any fees and expenses in relation to the Core Services under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), an invoice for the Transition-In Fees and a copy of the Family Connection Centre reporting worksheet ("**FCC Reporting**") and the Inclusive Child Care Supports reporting worksheet ("**ICCS Reporting**") found in the Payment Tool.

7.2 **Payment Tool Reporting for Transition-In Fee payments:** In order to obtain payment of any Transition-In Fees under this Agreement, the Contractor must deliver to the Province an invoice for the Transition-In Fees and a copy of the Transition-In Reporting worksheet found in the Payment Tool. The Contractor will report fees and expenses for each specific milestone as per the Transition-In Plan prepared by the Contractor and approved by the Province.

7.3 **Payment Tool for Reporting Transition-Out Services payments:** In order to obtain payment of any Transition-Out Fees under this Agreement, the Contractor must deliver to the Province an invoice for the Transition-Out Fees and a copy of the Transition-Out Reporting worksheet found in the Payment Tool.

8. Payments Due

8.1 **Core Services payments due**: Within 30 days of the Province's receipt of the Contractor's invoice for fees and expenses related to the Core Services delivered in accordance with this Schedule, the Province will pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the Payment Tool's FCC and ICCS reporting worksheets if they are in accordance with this Schedule. The Contractor can submit a single (one) combined invoice per billing period for fees and expenses related

to the Core Services. The Inclusive Child Care Supports program can be added as a service line in the invoice.

8.2 **Transition-In Fee payments due**: Within 30 days of the Province's receipt of the Contractor's invoice for Transition-In Fees, the Province will pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the Payment Tool Transition-In Reporting worksheet if they are in accordance with this Schedule.

8.3 **Transition-Out Services payments due**: Within 30 days of the Province's receipt of the Contractor's invoice for Transition Out Fees, the Province will pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the Payment Tool Transition-Out Reporting worksheet if they are in accordance with this Schedule.

8.4 **Required invoice detail**: All invoices submitted by the Contractor must contain sufficient detail to be identified with this Agreement and should reflect the information provided in the relevant Payment Tool reporting worksheets. These worksheets should be submitted together with the relevant invoice and will include information required under this **Schedule "E"**. The Contractor is encouraged to use numbered invoices. The invoice should, as a minimum, contain:

- the name of the Ministry
- the name and address of the Contractor and Business Number (if registered)
- the date of the invoice
- the time frame for which the services were provided
- a description of the service provided
- the sales tax(es) charged (if registered)
- the total amount charged; and
- reference to the contract or agreement

Exhibit E1

Operations Funding Payments

Please see attached Monthly Payment Schedule

Exhibit E2
Transition Funding Payments

Please see attached Transition Funding Payment Schedule

Schedule "F"
PERSONNEL MINIMUM REQUIREMENTS

This Schedule sets out, in addition to any requirements set forth in the Agreement itself, minimum requirements for Contractor Personnel to perform the Services.

1. In accordance with the *Criminal Records Review Act*, the Contractor must ensure that the all Contractor Personnel undergo a criminal record check or a criminal record check verification when required in circumstances where that Contractor Personnel 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 all Contractor Personnel who have, or potentially have, unsupervised access to children or the records of children and are not subject to checks under the *Criminal Records Review Act* undergo a criminal record check, that is satisfactory to the Province.

3. Upon the Province's written request the Contractor must provide the Province written confirmation that:

   (a) criminal record checks have been initiated;

   (b) the Contractor has acted on instructions from the Province or under the *Criminal Records Review Act*; and

   (c) all other related procedures have been followed.

4. The Contractor will ensure that its Contractor Personnel meet the qualifications, expectations and other requirements set out in Appendix F1 (Centre Staffing, Qualifications and Expectations) to the extent applicable to the roles and responsibilities of such Contractor Personnel.

Appendix F1
Staff Qualifications

Please see attached Appendix F1 – Center Staffing, Qualifications and Expectations

Schedule "G"
GOVERNANCE AND STEWARDSHIP

1. Governance

(a) The Contractor will participate as required in meetings with the Province and other operators of the Family Connection Centres in other local service areas to share information including but not limited to:

(i) identify opportunities for best practices;

(ii) Identify existing or potential issues and opportunities; and

(iii) Opportunities to improve contract management.

(b) Any costs associated with the participation in these meetings will be the sole responsibility of the Contractor.

2. Contract Stewardship Meetings

(a) The Contractor will participate in any other meetings as requested by the Province. The Contractor will participate in agreement steward meetings with the Province, which will occur quarterly to review the following topics including but not limited to:

(i) Transition/Start Up Update

(ii) Quarterly update on all components of the Annual Service Plan, including but not limited to:

(A) Cultural Safety and reconciliation activities

(B) Service model, child and youth volumes use of service deliver channels

(C) Staffing levels, recruitment, and retention

(D) Financial Summary

(iii) Issues management:

(A) Service delivery challenges

(B) Recruitment challenges relating to both employees and Subcontractors

(C) Complaint resolution pursuant to the Contractor's complaint processes for both general complaints received from children and youth and their families and eligibility issues

(D) Regional issues

(E) Overview of the contract outcomes and any other contract management issues.

(F) Any Contractor costs associated with the participation in these meetings will be the sole responsibility of the Contractor.

3. Monthly meetings

(a) The Contractor will participate in monthly check -in meetings with the Province to cover any operational issues that may require immediate discussion.

4. Ad Hoc meetings

(a) The Contractor will participate in any other meetings as requested by the Province.

Schedule "H"
REPORTING REQUIREMENTS

The Contractor will provide the information and reports described in this **Schedule "H"**, unless otherwise requested by the Province through the Relationship Management Process. The reports will include the requirements set out herein and will be provided at the time intervals outlined.

1. OUTCOME MONITORING

1.1 The Province will monitor the achievement of desired outcomes described below through required Deliverables and reporting requirements provided herein.

1.2 To enable Province monitoring, the Contractor must ensure case information is recorded accurately and in a timely fashion within the ICM.

1.3 The Contractor and Province will work collaboratively to determine any challenges, root causes, and potential solutions to improve outcomes for children, youth, and their families.

1.4 The following high-level outcomes will be monitored through the corresponding reporting requirements:

Desired Outcomes	Indicators	Deliverables	Tools	Reporting Frequency and Method
Child and Youth Outcomes				
Children and youth are making progress towards their developmental goals	Children/youth and family report improvement in the child/youth's developmental outcomes	Collaborative completion of "My Support Plan" Completion of "About my Child/About Me" tool	My Support Plan About my Child/About Me Quality Assurance Review of Support Planning	Annual review (Data gathered through case management and information platform) Upon intake and as needed
Improved Quality of Life	Child/Youth and family report improvements in the child/youth's desired quality of life outcomes	Collaborative completion of "My Support Plan"	My Support Plan	Annual review (Data gathered through case management and information platform)
Optimize Social Inclusion	Child/youth and family report improvements in the child/youths' desired social inclusion outcomes	Collaborative completion of "My Support Plan"	My Support Plan	Annual review (Data gathered through case management and

				information platform)
Family Outcomes				
Improved Quality of Life/Empowerment	Families report improvements in their desired quality of life outcomes Families report feeling confident in their ability to help their child grow and develop	Collaborative completion of "My Support Plan" Administration of survey	My Support Plan Survey	Annual review (Data gathered through case management and information platform) Annually
Optimize Social Inclusion	Families report improvement in their desired social inclusion outcomes	Annual review (Data gathered through case management and information platform)		Annual review (Data gathered through case management and information platform)
System Outcomes				
System is Responsive	Request for Service • Length of time from intake to individualized services • # of children/families removed from the request for service list and the reason • # and demographic of children and their families waiting for services Service Recipient Demographics • # and demographics of those accessing services General Service Utilization • Service utilization reports for developmental services • # of incidents of decreased or disrupted service provision and rationale	Use of case management and information platform Use of case management and information platform Agency provides reports	case management and information platform case management and information platform Agency tracking case management and information platform case management and information platform	Ongoing Ongoing Semi- annually Ongoing Ongoing Ongoing Ongoing

	• Provision of accessibility supports • Barriers/reasons for not accessing and /or completing service • Transition support provided	Use of case management and information platform Use of case management and information platform Use of case management and information platform Use of case management and information platform	case management and information platform case management and information platform	
Families Receive Trauma Informed Services	• Agency confirms polices and training for staff, etc • Service recipients report they received trauma informed service	Agency provides reports	Survey (agency or Quality Assurance administered)	Annually Semi annually
Families report the services they received were family – centered **Fewer families report barriers to accessing services** **Accreditation Reports/Quality Improvement Plans**	# and demographic of families who reported barriers; and families who are not able to access services.	Use of case management and information platform Agency Provided	Measure of Process of Care Survey case management and information platform	Semi annually Ongoing

2. REPORTING

2.1 In addition to outcome monitoring, the Province will also monitor operational sustainability through general operational reporting requirements set out in this section 2, including Contractor finances, operating hours, service utilization, wait times and staffing.

2.2 General

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

(b) The Contractor is required to use the Province's applications for reporting and program administration, as directed by the Province.

(c) The Contractor will support and comply with the Policies and Procedures relating to quality assurance, contract management, privacy management, and records management practices, as updated by the Province from time to time. The Contractor will adhere to the data and standardized reporting requirements as notified to the Contractor from time to time.

(d) Without limiting the Province's right to request additional reports from the Contractor from time to time as set out below, through mutual agreement between Contractor and Province, the frequency of regularly scheduled reporting may be adjusted over the term of the Agreement.

2.3 Required Reports

The reports required to be provided by the Contractor to the Province include but not limited to the following:

Report	Content	Reporting Frequency
Developmental Services	• The quantity of services (by number of hours, number of sessions etc.) and any variance from annual service plan? • the volume of children, youth and families that seek intake and guidance services • the volume and demographics of children and youth that went through screening services, including the referral pathway (e.g. self-referred, community referral, etc.) • the volume and demographics of children and youth currently receiving developmental monitoring services for each month	Quarterly
Inclusive Child Care Supports (SCD)	• Monthly number of recipients actively receiving inclusive child care supports • Number of Consultative hours provided this month • Monthly number of recipients waiting for more enhanced staffing supports (currently do not have enough to meet their child care needs) • Monthly number of recipients waiting for more enhanced staffing support hours (currently do not have enough to meet their child care needs)	Quarterly
Service Plan Update (stewardship report)	• Service Delivery Model • Staffing & recruitment/retention • Cultural safety plan progress & updates • Accessibility • Subcontracting • Quality Management • Dispute resolution (e.g., summary of types of complaints, how/if they were resolved, their response to the complaints for quality improvement purposes). • Financial projections	Quarterly
Annual Service Plan (in advance of upcoming year)	• Service Delivery Model • Staffing & recruitment/retention • Cultural safety plan progress & updates • Accessibility • Subcontracting • Quality Management • Contract Payment Tool to capture financial projections & confirm payment.	Annual
Annual performance summary (from previous year)	• Service Delivery Model • Staffing & recruitment/retention • Cultural safety plan progress & updates • Accessibility	Annual

	• Subcontracting • Quality Management • Dispute resolution (e.g., summary of types of complaints, how/if they were resolved, their response to the complaints for quality improvement purposes).	
Inclusive Child Care Supports (SCD)	• Number of child care program staff who have received professional learning opportunities by the Family Connections Services. • Number of hours of professional learning opportunities provided to child care providers. • Summary of types of professional learning opportunities provided.	Annual
Annual Audited Financial Statement	• With expectation of delivery time of audited financial statement. Ie: within 6 months of end of fiscal period.	Annual
Payment Tool Reporting	• Transition Reporting • FCC Reporting • ICCS Reporting	Monthly

2.4 Additional and Ad Hoc Reporting

(a) The Province may at any time submit to the Contractor a request for additional reports.

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

Schedule "I"
CONFLICT RESOLUTION PROTOCOL

This Conflict Resolution Protocol applies to the contractual relationships entered into by the Province for the provision of services on behalf of the Ministry of Children and Family Development.

- It outlines the processes to be followed in resolving any disputes between the contractor and the Province in respect of the contract terms (except the periodic negotiation of funding levels, related service and availability of an appropriation).

- It is to be used instead of any other statutory right of appeal or review.

- It presumes that both parties effect a collaborative relationship, outlined in the Negotiation Protocol, which fosters teamwork to assure effective program delivery, service and care of clients. Discussion of potential problem areas and concerns during the process of negotiation, and in a timely manner during the contract period, is a preventative process that minimizes the potential for a dispute to arise.

- It anticipates a process that is:

    - local;
    - affordable; and
    - timely.

The parties agree that each of them must:

(a) make bona fide efforts to resolve any disputes arising between them by amicable negotiations, in accordance with the resolution process outlined herein;

(b) provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations;

(c) make every effort to resolve disputes as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation, where necessary; and

(d) only resort to arbitration when all other means, including mediation, have been reasonably considered.

For the purposes of this three stage resolution process, each party must designate its "**Official**", for each stage, representing ascending order of decision-making authority for each party. The Stage Three Official must be the most Senior Executive Officer of each party. In the case of ministry, this must be the Deputy Minister or his/her designate.

STAGE ONE

- The designated Stage One Officials for each party meet ("Initial Meeting") to discuss and attempt to resolve the dispute.

- If there is no resolution within 15 calendar days of this meeting, the matter is referred to Stage Two.

- Step may be omitted or time periods adjusted by mutual agreement of both parties.

STAGE TWO

- The designated Stage Two Officials for each party meet ("**Review Meeting**") within 30 calendar days of the Initial Meeting to discuss and attempt to settle the conflicting positions of Stage One Officials.
- If there is no resolution within five calendar days of the Review Meeting, the matter is referred to Stage Three. Each official must provide a written summary to each Stage Three Official.
- Step may be omitted or time periods adjusted by mutual agreement of both parties.

STAGE THREE

- The designated Stage Three Officials for each party meet ("**Final Meeting**") within 50 calendar days of the Initial Meeting to discuss and attempt to settle the conflicting positions of Stage Two Officials.
- If there is no resolution within 10 calendar days of the Final Meeting, the matter is referred to the External Decision Process.
- Step may be omitted or time periods adjusted by mutual agreement of both parties.

EXTERNAL DECISION PROCESS

- In order to maintain the relationships that are essential to the contractual relationship, mediation is usually preferable to arbitration. A dispute cannot be referred to an arbitral process unless both parties (third Stage Officials) have met and determined that mediation cannot resolve or clarify the issues of the dispute. Unsuccessful mediation attempts will be referred to the arbitral process.
- A mediator must be selected by agreement of both parties, from a preapproved list of qualified mediators, maintained by the Mediate BC, unless the parties agree otherwise. Where the parties are unable to agree upon a mediator, within 30 days of the decision to mediate, a party may request Mediate BC appoint a mediator from the preapproved list of qualified mediators.
- When a mediator has been agreed on by the parties or appointed by Mediate BC, the parties must cooperate with the mediation process established by the mediator.
- Where a dispute is referred to an arbitral process, such disputes must be referred to and finally resolved by arbitration as determined under the provisions of the *Arbitration Act*.
- There must be one arbitrator, unless agreed otherwise.
- The place of arbitration must be agreed on by the parties.

Costs of either mediation or arbitration must be shared equally by each party.

Schedule "J"
PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,

   (a) "**Act**" means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;

   (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) "**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 and the Contractor dealing with the same subject matter as the Agreement;

   (d) "**privacy course**" means the Province's online privacy and information sharing training course or another course approved by the Province; and

   (e) "**public body**" means "public body" as defined in the Act;

   (f) "**third party request for disclosure**" means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;

   (g) "**service provider**" means a person retained under a contract to perform services for a public body; and

   (h) "**unauthorized disclosure of personal information**" means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

2. The purpose of this Schedule is to:

   (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and

   (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Acknowledgements

3. The Contractor acknowledges and agrees that

   (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;

(b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and

(c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Collection of Personal Information

4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

5. The Contractor must collect personal information directly from the individual the information is about unless:

(a) the Province provides personal information to the Contractor;

(b) the Agreement otherwise specifies; or

(c) the Province otherwise directs in writing.

6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:

(a) the purpose for collecting it;

(b) the legal authority for collecting it; and

(c) the name and contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.

8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9. 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 information is about.

Requests for Access to Information

10. If the Contractor receives a request for access to information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access. If the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.

13. Within 5 Business Days of correcting or annotating any personal information under section 11, 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 received by the Province, the Contractor disclosed the information being corrected or annotated.

14. 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, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.

17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.

18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

19. 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

20. 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. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:

    (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and

    (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information 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.

23. If in relation to personal information, the Contractor:

    (a) receives a third-party request for disclosure;

    (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or

    (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

    subject to section 24, the Contractor must immediately notify the Province.

24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:

    (a) use its best efforts to direct the party making the third-party request to the Province;

(b) provide the Province with reasonable assistance to contest the third-party request; and

(c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:

(i) the control of personal information by the Province as a public body under the Act;

(ii) the application of the Act to the Contractor as a service provider to the Province;

(iii) the conflict between the Act and the third-party request; and

(iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:

(a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and

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

27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, 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.

Termination of Agreement

30. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

32. Any reference to "**Contractor**" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.

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

34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.

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

Schedule "K"
SECURITY SCHEDULE

Definitions

1. In this Schedule:

(a) "**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;

(b) "**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;

(c) "**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;

(d) "**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;

(e) "**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;

(f) "**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);

(g) "**Protected Information**" means any and all:

(i) "**personal information**" as defined in the Privacy Protection Schedule if attached;

(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;

(h) "**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);

(i) "**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;

(j) "**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

(k) "**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.

Additional obligations

2. The Contractor must comply with **Appendix K1** if attached.

PERSONNEL

Confidentiality agreements

3. 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

4. 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.

5. 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.

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

Personnel information security training

7. 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

8. 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

9. 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

Information security policy

10. 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

11. 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

12. 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

13. 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

14. 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

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

16. 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

17. 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

18. 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

19. 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

20. For sections 18 and 19, 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

21. 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

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

Access

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.

29. 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

30. 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.

31. 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

32. 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

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components

34. 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.

35. 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.

36. 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.

37. 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

38. 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.

39. 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

40. 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

41. 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.

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

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

44. 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

45. 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).

46. 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

47. 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

48. 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

49. 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

50. 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

51. 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

52. 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).

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

Device security and antivirus scanning

54. 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

55. 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

56. 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.

57. 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.

58. 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.

59. 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

60. 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

61. 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

62. 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

63. 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

64. 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.

65. 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

66. 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.

67. 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.

68. 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

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including 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, unless prohibited by applicable law, 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

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

Incidents

71. 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

72. 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.

73. 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).

74. 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

75. 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

76. 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

77. 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.

78. 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

79. 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

80. 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

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.

82. Any reference to the "**Contractor**" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

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

84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. 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

86. Sections 63, 66, 67, 68, 69, 70 and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule K - Appendix K1
Additional Security Obligations

Security Screening Requirements

The personnel security screening requirements set out in this Appendix K1 are for the purpose of assisting the Contractor to determine whether or not any Contractor Personnel 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 all Contractor Personnel by viewing at least one piece of "primary identification" of the Contractor Personnel and at least one piece of "secondary identification" of the Contractor Personnel, 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 any Contractor Personnel 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 Contractor Personnel. 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 any Contractor Personnel, 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 all Contractor Personnel, which will generally consist of the Contractor requesting that the Contractor Personnel provide employment references and the Contractor contacting those references. If any Contractor Personnel has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Contractor Personnel by requesting the Contractor Personnel 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 any Contractor Personnel if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

Schedule "L"
INSURANCE

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:

   (a) Commercial General Liability in an amount not less than $2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must

      (i) include the Province as an additional insured,

      (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and

      (iii) include a cross liability clause.

   (b) Professional Liability in an amount not less than $2,000,000.00 per claim, insuring the Contractor's (or subcontractors) liability resulting from errors and omissions in the performance of professional services under this Agreement and this insurance must be endorsed to provide the Province 30 days advance written notice of cancellation.

   (c) Automobile Liability on all vehicles owned, operated or licensed by the Contractor (or subcontractor) 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 in place of the requirement for the BC Certificate of Insurance.

2. All insurance described in section 1 of this Schedule must:

   (a) be primary; and

   (b) not require the sharing of any loss by any insurer of the Province.

3. The Contractor must provide the Province with evidence of all required insurance as follows:

   (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;

   (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

   (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, 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 this Schedule in the Contractor's sole discretion.

Appendix B1 – Annual Service Plan

CYSN Family Connections Centre - Service Plan **This plan must be filled out and will be evaluated along with the information provided in the response guidelines, all as described and in accordance with the RFP's evaluation criteria.**

Agency Name and Service Area **- Northwest Child Development Centre Society (NWCDC), Bulkley-Stikine**

Date submitted to MCFD –**July 21st, 2022**

Vision
Working together with families, collaborating with communities, strengthening the region.

Mission
The Northwest Child Development Centre offers family centered health and social services to support the growth and development of our children, youth, and families in the communities from Vanderhoof to Atlin. We work collaboratively with various community partners and professionals to provide resources for all families.

A: Context and Assessment of Current State
• ***Community Connection and Relationships***

Provide a summary of the state of your relationships with the community you serve. Outline efforts you have undertaken in the previous year to enhance your connections and relationships in the community and their outcomes.

State of Relationships
The NWCDC has delivered community-based programs and services throughout our region for the past 40 years and is an integral part of the community health and social sector within all the communities we serve. As a community responsive organization, we are aware of the needs and priorities of the communities we serve for children, youth, and their families.

We are highly involved in all communities through the following,
• Society Members, Board of Directors and Staff are recruited locally and represent the communities served.
• Community Based Staffing Models.
• Facilities in Smithers, Hazeltons and partnership sites in Witset, and Houston.
• Participation on community development committees for the Early Years, FASD, Mental Health, Child Care, and others.
• Collaborative community events (cultural, developmental screening, health fairs, fundraising initiatives) and workshops for families and community professionals.
• Fundraising donor base throughout the region.
• Integrated Service Delivery Model with community partners in supporting similar families on caseload.

Community Partners
We have established relationships with local Schools, Health Professionals, Bands, First Nations Organizations, Child Care, Social Workers, Foster care Families, other community organizations which has been pivotal in supporting the families in service delivery.
Efforts Undertaken in the Previous Year to Enhance Connections and Relationships

• COVID 19 had an impact on children accessing early learning opportunities for the past two years therefore it was important for our Teams to increase our direct community engagement activities as restrictions were lifted.
• Continued to offer virtual services for all families for applicable services.
• Safely resumed in person visits in community settings, such as to families' homes, and childcare settings.
• Offered virtual events and meetings for communities as this is the safest option for groups.
• Increased our resource lending library opportunities throughout the communities. A dramatic 60% increase of child development and childcare resources distributed to families and community members.
• Coordinated with School Districts #54, 82 as well as other Independent Schools to enhance the contract funding and service hours to support the caseload demands.
• Increased our SLP services within School District #82 to support the SLP priorities in kindergarten.
• Awarded Jordan's Principle Service Coordination Contract with Indigenous Service Canada for our service region in the Northwest to meet the growing support & service needs of Indigenous children and youth.
• Coordinated the Sunny Hill Outreach Team Visits as well as Psycho-educational assessments within our communities.
• Provided the infrastructure and administration of the Outreach Pediatricians.
• Recruited new Board Members.

OUTCOMES

Community providers connected families to early intervention services. More children in school received speech and language, physiotherapy, and occupational therapy support. Families and community members were connected to child development, early learning and childcare resources and support networks. Families accessed further community-based healthcare services from the work of the Teams at the CDC.

Reconciliation and Cultural Safety

Provide a summary of the state of your relationships with the indigenous communities you serve. Outline efforts you have undertaken in the previous year to enhance those relationships and advance reconciliation in the area you serve and their outcomes.

State of Relationships

The NWCDC has strong relationships within all the Indigenous Communities we provide services to and have key partnerships in those areas that are vital to service delivery. Reconciliation is an active on-going process and can only be advanced with self-reflection and relationship building. Cultural Safety is based on respectful engagement that recognizes and strives to address power imbalances inherent in the service system. If families can see and feel that racism and discrimination are being addressed the hope is that they will feel safe when receiving services. This is the ideal in which the NWCDC endeavours to advance and to work towards. The NWCDC Cultural Safety and Diversity Plan is a guide for reconciliation within the organization and to ensure a personal as well as professional journey is supported for each staff member.

Efforts Undertaken in the Previous Year to Enhance Connections and Relationships

Enhancing Relationships

Within this last year during the COVID Pandemic, efforts to build on relationships were based on ensuring safety and providing needed resources for families. Families were more at risk during the pandemic and parents told the NWCDC that resources were still needed despite not being able to have one to one therapeutic time. Staff that work in Indigenous communities created resource packages that included developmental activities and educational

resources. Staff became creative in their approach and started to utilize online modalities such as zoom visits with families, webinar/workshop events online and using platforms such facebook and instagram to share resources. The social determinants of health were a priority and access to needed health and wellness information was shared widely. Families expressed their appreciation for the connections made and for the resources provided.

The NWCDC was approached to provide the Jordan's Principle contract for the region. The NWCDC was eager to assist with this process to ensure Indigenous children/youth and families needs could be met. NWCDC staff have supported the Jordans Principle Coordinators in connecting with community partners and assist in anyway with families being referred into the program or in accessing services needed.

The NWCDC CCRR Program has offered community training on Vicarious Trauma to NWCDC staff and Supported Child Development staff, and Trauma Informed Care to agencies in the community and childcare providers at no cost.

The NWCDC staff provided activities and participated in National Indigenous Peoples Day events led by Indigenous organizations in various communities. On the National Day for Truth and Reconciliation, staff were encouraged to self-reflect on their learnings/experiences and with reconciling issues within themselves. An explanation of this process and visual created continues to be displayed at the Regional Centre.

In Witset, staff have worked very closely and collaboratively with the Health Centre staff and Band Office staff to provide services. Along with the Health Nurse, joint visits to see families in their homes have occurred as well as providing parenting programs and play groups. Partnerships have also been created to provide Healthy Babies Healthy Families groups, visits to the Head Start Day Care and connections with Ana'Bip. Language and cultural learning opportunities have been appreciated by staff. Parenting support has extended to staff becoming active participants in traditional activities such as canning fish, drum making and beading alongside families.

In the Hazeltons staff work closely with the Starting Smart Program for parents and with childcare providers. They provide workshops identified from community feedback that are needed such as drum making, rattle making, wellness and parenting support. Gitxsan Child and Family Services is an organization that NWCDC staff also engage with to support families with meaningful local resources and at times information/support with assessments.

The CCRR Program endeavors to enhance and respond to identified community needs as opposed to telling a community what is needed. The program has supported the Summer Reading Club at the Library in Hazelton as well as Spring Break STEM activities, National Child Day Activities, Christmas Activity packages and Story Walk. The CCRR and The Early Years Program also supports the Book Bus in the Hazeltons with books that have an Indigenous and diversity focus.

In Smithers, the newly established location for the Story Walk had an Indigenous focus for National Indigenous Month and Truth and Reconciliation Day. All CCRR resource kits have Indigenous focused materials as part of the learnings and not as separate kits. Therapeutic staff are welcomed by the Office of The Wet'suwet'en staff to meet with families and children in their childcare spaces to do assessment and intervention. This connection contributes to services being seen as safe, respectful, and supportive. The NWCDC respectfully acknowledges the Wet'suwet'en territory the Regional Centre is situated on and the Gidimt'en Clan with a plaque in the welcoming area of the building.

In the Houston area, CCRR and Early Years support funding have made the Early Years (0-6) Play Group and other events at Houston Link to Learning possible. Transportation issues are considered as well as any barriers to service

and information. Staff are welcomed in to the Dze L K'ant Friendship Centre to meet with families and conduct assessments and intervention. Our agencies have partnered on three-year-old screening events and this ongoing collaboration has been invaluable to providing services.

Advancing Relationships

The NWCDC philosophy as outlined in the Cultural Safety and Diversity Plan is all about the importance of relationships and ensuring reconciliation is an ongoing action-based priority. The NWCDC endeavors to provide barrier free services, in partnership, that are culturally safe and inclusive. The act of working towards righting past wrongs is one that the NWCDC attempts to address with every child, family, and community we engage with. The NWCDC strives to be valued allies as identified by our relationships.

Staff will continue to be provided the opportunity to take Indigenous Cultural Safety Training through the Provincial Health Services Authority, Trauma Informed Practice Training as well as other learning opportunities. Metis Nation BC has more recently met with NWCDC staff and have offered training/educational information and resources to be included into the lending library and accessed by community. The Cultural Safety and Diversity Committee and the Cultural Lead will continue to ensure that culture and diversity issues remain a priority.

Outcomes

Engagement and program development activities have been effective within the Indigenous communities. Indigenous agencies reach out consistently to the NWCDC to work together. The award of the Jordan's Principle Service Coordination contract expanded our services for Indigenous Families throughout the region.

• ***Staffing Model and Subcontracting Status***

Provide a summary of your current compliment of staff and contractors against your planned compliment. Identify any areas of staffing or contracting challenges over the past year, the strategies you have undertaken to address those challenges and their outcomes.

Current and Planned Staff Complement

The NWCDC's CYSN foundational programs for the Bulkley and the Hazelton is fully staffed based on the current contract & funding provided. Our FCC staffing model supports the increase in our geographical service delivery area and increase of services to support the ages from 0-19 years. We recognize that the demand for services will increase dramatically. Our model increases all positions and broadens some current job descriptions.

FCC Staffing	**FCC Required FTEs**	**Currently Employed with either NWCDC/Subcontractors (FTE) as per current MCFD contracts**	**FCC Recruitment (FTE)**
Service Team Administrators Assistants	1.5 FTE	0.85	0.65
Developmental Consultants	4.0 FTE	4.33 (Infant Development Consultants, Family Keyworkers)	0.67
SLP	3.0 FTE	1.97	1.03
OT	3.0 FTE	2.13	0.87
PT	3.0 FTE	1.86	1.14

Speech & Language Assistant Therapy Assistant (PT/OT)	1.0 1.0	0 1.0	SLA -1.0 TA- 0
Behaviour Consultant	1.0 FTE	0	1.0
Practice Leads for OT, PT, SLP, Family Support and BC	3.0 FTE	1.2	1.8
Clinical Supervisor of Therapies	0.5	0.5	0.0
Behaviour Interventionists	2.0 FTE	0	2.0
Cultural Team Lead **NWCDC Employee Total FTE:**	0.5 FTE **25.5**	0.0 **13.84**	0.5 **11.66**
INCLUSIVE CHILDCARE ***Subcontractor*** - ICC Consultant - ICC Workers - ICC Practice Lead	1.5 FTE 9.2 FTE 0.5 FTE	1.5 2.8 0.5	0.0 5.2 0.0
CHILD AND YOUTH CARE **Subcontractor** **CYC Consultant** **CYC Workers** **Subcontractor Employee Total FTE:**	0.5 FTE 3.0 FTE 13.50	0.5 3.0 8.3	0.0 0.0 5.2

Recruitment over the Past Year

In the Fall 2022, we successfully recruited 3.0 FTE positions (1.0 Occupational Therapist for School Age Therapy, 1.0 Speech and Language Pathologist, 1.0 Therapy Assistant) within our CYSN foundational programs for the Bulkley Valley & Hazeltons. To support our successful recruitment, we offered recruitment and relocation incentives (all 3.0 Staff Members relocated from the lower mainland).

Recruitment Challenge over the Past Year

We currently have one challenge of recruiting for one temporary maternity & parental leave for a CYSN Foundational position in the Bulkley Valley.

Overview of Current Staffing #s and Work Location Discipline	# Of Staff (not FTE)	Professional Registration	Primary CDC Work Locations
Aboriginal Infant Development Consultant	1	Not applicable	Hazeltons

Infant Development Consultant	2	Not applicable	1. Smithers & Witset 2. Smithers & Houston
Family Keyworker	2	B.C. College of Social Workers – 1	1. Hazeltons 2. Smithers & Houston
Occupational Therapist – Early Intervention & School Age	4	College of OT of B.C.	1. Houston & Smithers 2. Smithers 3. Smithers & Hazeltons 4. Smithers & Burns Lake
Physiotherapists - Early Intervention & School Age	4	College of PT of B.C.	1. Houston & Smithers 2. Smithers & Burns Lake 3. Smithers & Hazeltons 4. Smithers & Hazeltons
Speech and Language Pathologist – Early Intervention	3	College of Speech and Hearing Health Professionals of B.C.	1. Houston & Smithers 2. Smithers & Hazeltons 3. Smithers & Burns Lake
Therapy Assistant	1	Not applicable	Smithers & Hazeltons

Service Model and Alignment to Community Needs

Provide a summary of the how your service mix is or is not meeting community needs in terms of location and access to service, timeliness of services and appropriateness of the mix of services you provide versus the needs your community demonstrates. Identify steps you have taken to improve the alignment of your services to the needs of your community and their outcomes.

The NWCDC has been providing services for over 40 years and as needs have evolved and demand increased, we have been responsive through new service and program expansion. NWCDC current CYSN Foundational Programs including the following: Infant Development, Aboriginal Infant Development, Family Keyworker & Service Coordination, Speech and Language Pathologist, Occupational Therapy, Physiotherapy, School Age Service (OT/PT), Direct Billing Services (At home, Autism, Extended Health Benefits, Grants).

Appendix B1 – Annual Service Plan

Service Mix Meeting Communities Needs

• A highly effective consistent model throughout the region.
• Multi-disciplinary Teams (complement of all disciplines).
• Community Approach - community-based team structure, community-based offices, outreach schedules and regional support.
• Families receive services within their home communities in a location of preference with services provided during family hours of convenience.
• Working in partnership with other MCFD foundational program teams (such; Supported Child Development) and community professionals.
• Offering a fee for service structure of school age therapy services.
• Referral and intake process ensures all new referrals have received an intake within two to four weeks of an accredited standard.
• A caseload and waitlist management framework - provides a comprehensive approach to caseload management and referral prioritization, enabling us to respond to families' highest presenting needs quickly
• Families who have to wait for therapy services have access to various resources and will receive general follow-ups and check-ins by NWCDC staff.
• Other NWCDC services, such as Early Years Navigator, have filled in support gaps by providing parent resources and education to meet demand fluctuations.
• CDC Teams extend outreach travel to smaller isolated communities when transportation is a barrier.
• Foundational Programs and non CYSN Foundational Programs (such as Child Care Resource and Referral, Early Years Navigator, Jordan's Principle Service Coordinator).
• Integrated service delivery with community partners ○ Referrals
○ Family Service Planning
○ Family and Team Meetings
○ Workshops and Training
○ Provincial Outreach services from Sunny Hill

Regional Assessment Network Teams
○ Usage of CDC facility (s).
• Program Expansion based on Community Needs
○ NWCDC awarded new program contracts, Early Years, and Indigenous Service Canada Jordan's Principle Service Coordinators.
○ NWCDC contract with Northern Health for administration of the outreach Pediatricians to Smithers and Hazeltons (support children from Burns Lake to the Hazeltons).

Challenges with current Service Mix
• Lack of funding to address caseloads and waitlists.
• Lack of funding for the FTEs of our programs.
• Lack of funding to address the geography served under our current MCFD contracts.
• Lack of funding to support School Age Therapy demands of 2 School Districts (54, 82, many Independent Schools).
• Lack of Provincial direction (on funding and service model) between MCFD and Ministry of Education to support school age therapies.
• Fragmented funding model for school age therapy services.
• Direct billing – insufficient funds to support therapy direct/indirect services. This is a financial risk to the CDC.
• Service disruption for school age children who require continual support through the Early Intervention Program.
• Separate contractor for Supported Child Development Program.

• CYSN gated programs for Family Support, Child and Youth Workers and separate contractors for these services in the area.
• Autism services – fragmented in the communities and no consistent approach.
• Diagnostic Based services for families to receive additional services such as; at home & individualized funding models, school age supports.
• Privatization of therapeutic services funded by MCFD with lack of local or Provincial accountability of service provision.

B: Plans for the coming year

Strategic Goals and Objectives
Strategic goals are measurable efforts, sometimes multi-year scope, to move towards an organization's mission and vision statements.

Strategic objectives are tangible targets for efforts or activity areas that are intended to be the means of achieving strategic goals. There are normally timeframes associated with strategic objectives.

Provide a list of strategic goals related to the operation of your Family Service Centre and any related Service Hubs and the strategic objective that support their achievement. These goals and objectives should tie into your responses in section A and address any areas for improvement described in that section.

Strategic Direction: NWCDC's FCC delivers high-quality accessible and culturally responsive services for children, youth, and families.

Goal 1) An established collaborative framework with MCFD Leadership as an Early Implementation FCC.
• Objective 1 – Define clear roles, responsibilities, and expectations of MCFD Community Service Managers, Provincial office, Early Implementation FCC leadership during Transition phase and Year one of service delivery.
• Objective 2 - Implement all resources, tools and technology as provided by MCFD.
• Objective 3 – Identify FCC service and resource gaps and bring this forward for collective discussion and action.
• Objective 4 – Participate in all quality assurance and improvement activities.

Goal 2) All FCC community-based teams are structured with all FCC Staff positions.
• Objective 1 – Recruit all FCC Staff positions as well as all subcontractors recruit all their Staff positions.
• Objective 2 - Provide all FCC Staff with outlined FCC training (as well as discipline & role specific training).
• Objective 3 – Resources are provided for all FCC Staff Members.
• Objective 4 – Competitive Wages and Benefits for all FCC Staff Members.

Goal 3) An integrated and coordinated seamless serving FCC system for children, youth and families across the areas of health, education and social services.
• Objective 1 – Transition of children, youth, and families into the FCC.
• Objective 2 -- Development of an FCC Partnership Circle - established with all partners of health, social services, Indigenous community, education (local, regional & provincial).
• Objective 3 – Full implementation of the FCC throughout the Bulkley-Stikine.

Goal 4) Working in partnership in communities to strengthen the FCC service delivery model.
• Objective 1 – Established Network of Care locations in all communities (Atlin, Dease Lake, Hazeltons, Witset, Houston).

• Objective 2 – Implementation of Cultural Safety and Diversity Plan.
• Objective 3 - Increased engagement with all Indigenous and Ethnic groups.
• Objective 4 - Establish family and community advisory groups to the FCC.

Goal 5) Children, Youth and Families receive responsive services based on their needs.
• Objective 1 – Implementation of the 'F-words in Childhood Disability' within the FCC service delivery model as well as the NWCDC non – FCC services.
• Objective 2 -- Effective caseload and waitlist prioritization framework for the FCC.
• Objective 3 – Services are provided within the FCC and Network of Care through in person, outreach/outbound, or virtual modes.
• Objective 4 – Seamless service delivery for families for children and youth from 0 to 19 years old.

Goal 6) Operate a fiscally stable and responsible FCC.
• Objective 1 – FCC financial processes and reporting structure are implemented.
• Objective 2 - Utilize Nucleus Lab database and HR management/payroll system for program/agency evaluation and financial management.
• Objective 2 - High standard of financial and accounting practices.
• Objective 3 – Prepare for and achieve 7th CARF Accreditation Award in

Resource Planning

Provide a forward-looking assessment of your staffing and subcontracting needs. Outline the plan to secure the needed resources and any mitigating strategies if you are unable to do so. Identify any key positions, skill sets or professional designations that you expect challenges in recruiting and any planned mitigating strategies if you are unable to recruit.

Staffing Assessment and Challenges
• Identified the number of FTEs required to support our FCC Service Delivery Model.
• Internal strategies will be increasing part-time FTE to full-time positions.
• Anchoring positions out of Smithers –FCC to support the other NoC locations. Smithers has a higher success rate in recruiting new team members.
• NWCDC has been contacted by various professionals (Therapists, Social Workers, Behavioral Consultants) for opportunities within our FCC. Timing of contract award will be the challenge to retain interest of these applicants.
• Recruitment of Inclusive Child Care Workers, Behavioral Interventionists will be challenging due to the current shortage within the childcare sector.

Mitigating Strategies if Unable to Recruit
• Timing of Contract Award-Recruitment strategies will be implemented on November 1st, 2022.
• Unable to fill positions- subcontract with other CDCs who have available staff for temporary support during recruitment.
• Current development of a Provincial Therapy Team to support the vacancies of therapy positions throughout the Province so families and communities aren't waiting for a filled FTE. Partnership with BC Centre for Ability and NWCDC.
• Work with the Child Care/Education sector - increase interest in the Inclusive Child Care/Behavioural Interventionist positions.

Subcontractors

• Identified and confirmed with two community organizations for subcontracted services of Inclusive Child Care and Child & Youth Care work within the NWCDC's FCC.
• NWCDC transition plan has identified tasks and timelines to secure legal subcontracts with these two organizations.
• Recruitment of Inclusive Child Care Workers will be challenging due to the current shortage within the childcare sector.

Mitigating factors of subcontractors are the following
• Recruitment shortage of Child Care and Youth Care Workers - develop shared positions among the Inclusive Child Care and Childcare workers FTE.

Reconciliation Planning
Provide a forward-looking overview of your intended actions to enhance reconciliation in the areas you serve. How will you continue to ensure cultural safety in the services you deliver and how will build and maintain positive relationships with the indigenous communities you serve.

Summary
Please find below the Cultural Safety and Diversity Plan from the NWCDC. This comprehensive living document provides a forward-looking overview of our intended actions to enhance reconciliation as a Board of Directors, Staff, Volunteers and as an organization in the areas we serve. The Plan also outlines the priority of cultural safety as an overarching philosophy of the NWCDC to the services delivered. It also outlines how relationships are prioritized in building and maintaining on-going positive partnerships with indigenous communities that we are fortunate to provide services in.
NWCDC Cultural Safety and Diversity Plan

Purpose:
• The NWCDC is committed to respecting and maintaining cultural protection in cultural activities. Being culturally safe helps us to offer programs that are inclusive and personally based. The development of this plan demonstrates that we are committed to ACTION.

• The NWCDC endeavours to demonstrate appreciation, respect for, and commitment to the diversity of the people it works with (people served, employees, families/caregivers, volunteers, and other stakeholders) expressed in behaviours, organizational frameworks, policies, and programs. Cultural events, as requested by those we provide services to, are integrated into service plans. Staff and those in leadership roles are expected to grow in their learning and model respect for culture, heritage, and diversity. Working from a place of curiosity and respect regarding cultural customs, beliefs and practices/rituals benefits not only the families we work with but the entire NWCDC.

• This plan establishes, 'who will do what, when and how. The plan describes where challenges can occur and how they can be resolved. The plan will be aligned with other goals of the NWCDC, including the: Strategic Plan, Operational Plan, Accessibility plan, Trauma-Informed Practice and the priorities and objectives of ensuring services that meet all families' needs.

• The plan aims to help build an environment of appreciation, inclusion and celebration of all individuals who use NWCDC programs, who are employed by NWCDC, who volunteer with NWCDC, and with whom we work as NWCDC partners in the geographical areas we serve. In designing this plan, the NWCDC will consider the following

factors: culture, gender, sexual orientation, spiritual values, socioeconomic status, health status, state of disability, language etc.

The NWCDC Believes:
1. Families are the heart and core of our team.
2. Childhood and adolescence are times for fun, discovery and learning.
3. Families want the best for their children and youth.
4. Cultural differences enrich all of us.
5. In reaching out to children, youth, and families
6. In anticipating and adjusting to the dynamic and diverse needs of families and communities
7. In the importance of empathy, compassion, and respect
8. In working in a professional and innovative manner
9. In transparency, accountability, and service excellence
10. Together, we can do more!

Background
• Serving the Northwest Region of BC to over 30 communities in the Bulkley Valley, Upper Skeena, Stikine Region, Lakes District and Nechako Lakes. The NWCDC acknowledges the culturally rich and distinct Indigenous Nations of the region and that we are all guests on this territory.

• The NWCDC provides services to Indigenous families from primarily Gitxsan, Wet'suwet'en and Carrier Nations. The NWCDC respects human rights and, if they wish, respectfully encourages people to self-identify as Indigenous.

• Families who access services at the NWCDC have a rich diversity of cultures – ethnicity, language, gender, family composition, spirituality, religion or other practices or beliefs. Each family and child are respected for their culture.

• In 2019, the NWCDC adapted the approach of "Cultural Safety", used by the First Nations Health Authority. The cornerstone of this approach is a commitment to building "Cultural Humility". A guiding document in this process is from, "First Nations Health Authority (FNHA) -Creating a Climate for Change. Cultural Humility Resource Booklet."

"When health care professionals engage with First Nations peoples from a place of cultural humility, they are helping to create a safer health care environment where individuals and families feel respected. First Nations peoples are therefore more likely to access care when they need it and access care that is appropriate to their wellness beliefs, goals and needs." (FNHA)

Current NWCDC Activities to Support Cultural Safety
• NWCDC established a "Cultural Committee" to ensure a yearly review of strategic planning goals. Staff, along with administration, ensure best practice policies utilizing documents for organizations and institutions that support the Culturally Safety and Diversity Plan. The Cultural Committee is responsive and flexible in incorporating new learnings through education, training, discussion and sharing of resources.
• A Cultural Lead Position has been created to guide the Committee and support the Cultural Safety and Diversity Plan goals.
• Staff are oriented and trained to incorporate supportive communication practice into service delivery. This may include the use of augmentative devices, sign language, and other strategies to support the communication needs of individuals who have developmental disabilities.

• Use of community interpreters for individuals and family members who have English as a second language is encouraged.
• Use of plain language materials to support varying literacy levels by using Microsoft literacy evaluations and College literacy testing of draft documents.
• Seek to hire qualified people who represent the cultural makeup of their community.
• Incorporate cross-cultural diversity through employment policies
• Aboriginal Infant Development Consultant provides guidance and advises within the organization on values and practice along with other staff.
• Regional offices made available to support the community-based service delivery model.
• Human Resource and Program policies, procedures, as well as individual plans reflect respect and self-reflection in daily practice.
• NWCDC *Rights and Responsibilities* are included in *NWCDCs Family Resource Book* and reviewed on *the Family Visit Records.*
• Best practice guidelines are incorporated into ongoing training related to home visits and outreach. Staff attends Aboriginal Early Childhood Development conferences, Cultural Diversity Training, Trauma-Informed Practice, and community cultural events.
• Staff are supported to receive cultural competency training. Staff are also encouraged to participate in ongoing learning and share with their colleagues.
• Staff attend local community committees to support inclusion and ensure the recognition of diversity in all programming.
• Active partnerships with other community agencies such as Friendship Centres, Head Starts, Band offices, Health Centres and Schools, to share resources, training, and coordinate services.
• Collaborate with various Independent Schools to provide School-Based Therapy Services throughout our geographical area.
• Meet and collaborate with Indigenous led organizations as well as provincial organizations such as Metis Nation BC.

Governance and Policy Goal	**Desired Outcome**	**Applied to**	**Strategy**	**Responsibility**	**Timeline**	**Update**
To have a Cultural Safety and Diversity Plan enacted and supported by the Society.	In all acts, the NWCDC has an enhanced dedication to ensure culturally safe community that includes culture, age, gender, sexual identity, spiritual values, socio-economic status and language.	All – persons served, Staff, Board, Volunteers, and other Stakeholders	Implementation of Cultural Competency and Diversity Plan.	Board of Directors Executive Director, Cultural Committee	Ongoing, reviewed annually by Board, Cultural Committee and Staff Meeting	Reviewed 2022
To comply with all legal acts that guide the Society.	Adherence to Canadian Charter of Human Rights and Freedoms.	All – persons served, Staff, Board, Volunteers, and other stakeholders	Review Canadian Charter of Human Rights and ensure CDC policies follow the Charter. Review Human Resource Management Plan	Executive Director	Annually	Reviewed 2022 Included within Job postings as well as interview questions for

			to include maintaining and hiring cultural expertise and working awareness of diversity.			all CDC positions.
To increase knowledge of the individual rights as set out in the Truth and Reconciliation - Call to Action. United Nation Declarations.	To guide our vision, mission, and beliefs in accordance with rights of all people.	All – persons served, Staff, Board, Volunteers, and other stakeholders	Review of the UN Declaration on the Rights of Indigenous People, UN Declaration on the Rights of Persons with Disabilities.	Executive Director Program Coordinators Cultural Committee	Strategic Planning	Reviewed 2022
To increase awareness of Truth and Reconciliation Call to Action.	To guide our vision, mission, beliefs, and policies.	All – persons served, Staff, Board, Volunteers, and other stakeholders	Create working groups to review NWCDC policies and procedures as related to the Call to Action. Provide recommendations to Executive Director/Board of Directors.	Cultural Committee Staff Working Groups	Ongoing	Reviewed 2022
To increase Society and Board Member representation of communities served by NWCDC.	Ensure community representation within our Governance Structure.	Community Members Society Members Board of Directors	To review Society Membership by-laws, recruit Board Members from all communities of the Northwest CDC region.	Board of Directors' Nominating Committee	Ongoing	Reviewed 2022. Previously advertised Board of Director recruitment in all communities served.

Environmental

Goal	Desired Outcome	Applied to	Strategy	Responsibility	Timeline	Update
To create a healthy and welcoming atmosphere for all people.	The NWCDC facilities are accessible, respectful, and supportive for all person served, Staff, Community Members of the community served.	All NWCDC facilities.	Evaluate each facility from a cultural and diversity openness with the usage of applicable cultural/diversity checklists. Make intermittent changes in décor to reflect diversity of the community served.	Executive Director, Cultural Committee	On-going	Consultation with families, community partners, Elders and artists to continue to occur in 2022.

Appendix B1 – Annual Service Plan

Staff Development

Goal	Desired Outcome	Applied to	Strategy	Responsibility	Timeline	Update
To create opportunities to increase Staff knowledge and skills in the areas of cultural safety and competency.	Increased knowledge of the strengths and challenges of the person served within our communities.	Staff	Create a new staff orientation plan that includes necessary training and opportunities for expanded learning (ex. Cultural Competency Training through Provincial Health Services Authority, UBC Indigenous Cultural Safety Training, Pride workshops). To create opportunities to improve the awareness in cultural humility and safety.	Executive Director, Cultural Committee Staff	Ongoing	Reviewed 2022. Both new and current staff participated in Saniya's Indigenous Cultural Safety Training (completed early March 2021).
Trauma-Informed Practice Champions liaison participation in Cultural Committee	Enhanced information on trauma-informed practice resources, and educational opportunities as well as project opportunities for NWCDC.	Staff	Trauma-Informed Practice Champion participates on the Cultural Committee and liaises between working groups to ensure sharing of best practices and integration of philosophies.	Cultural Committee, Trauma-Informed Practice Committee	Ongoing	To meet to review participation in upcoming staff retreat in 2022.
To enhance interpersonal Relationships within the NWCDC.	Self-reflective practice encouraged as well as team building activities.	Staff	Encourage Staff to think about their own cultural values and beliefs and how they could influence their roles.	Executive Director Program Coordinators Staff	Ongoing	Presentations to staff completed in July 2022 as part of self-care in-service. On-going.

Appendix B1 – Annual Service Plan

Program Development and Service Delivery

Goal	Desired Outcome	Applied to	Strategy	Responsibility	Timeline	Update
The NWCDC will acknowledge and integrate into all programs and services the diverse experiences of children, youth, and families.	All individual service plans, individual cultural variations will be honored. Prioritizing individual diversity and following the child, youth and families lead.	Staff	All Staff will consider cultural variables, including history, age, sexual orientation, moral values, socio-economic status, and language. When preparing and implementing programs, Staff may seek input from community members, Elders, to discuss the community's culture and diversity. Review of family service plans. Annual Demographic review. Feedback from Parents/Families and Community Stakeholders	Staff Program Coordinators Executive Director Quality Assurance Committee and Executive Director	Ongoing	Reviewed 2022
All service delivery documents (brochures, intake, consent forms, visit records, plans, etc) reflect the diversity of the families we serve and adhere to cultural safety.	Families feel safe and represented in the materials they receive from the NWCDC.	Staff	Committees review applicable documents from a Trauma Informed lens. Conduct a family journey mapping to support ongoing learning. Continue to discuss improving the CDC experience for 2SLGBTQQIA+ Families, allowing families to identify pronouns used to refer to their child for CDC documentations. Ensure monitoring and evaluation of services.	Cultural Committee Executive Director	Ongoing	Reviewed 2022

Appendix B1 – Annual Service Plan

The NWCDC ensures staff have resources to support cultural safety in their day-to-day practice such as having Land Acknowledgement templates available as part of the Cultural Safety and Diversity Plan that can be used at appropriate times.

Land Acknowledgment Template
Here is an example of what staff can say during an occasion in which reflection before an event is given space. Please feel free to also add your own personal thoughts and journey as this provides meaning, context, and respect.

In the spirit of respect, reciprocity, truth, and humility, we acknowledge that the Northwest Child Development Centre and outreach operates on _____, _____ territory and in the traditional territory of the Wet'suwet'en, Gitxsan, Carrier, and Tahltan Nations.

We are settlers and uninvited guests on this land where Indigenous people have lived and provided stewardship for millennia. We recognize the colonial history of this place, including the abuses, injustices, and violence which continue to this day. We acknowledge our privileged place on this land and are grateful to live, work and create here.

The Northwest Child Development Centre is committed to learning and unlearning as we work to support truth and reconciliation authentically. We recognize, value, celebrate and appreciate the rich history of Indigenous people on this land.

We know that we have made and will make mistakes on this journey together. Still, we pledge to keep trying and work harder to fulfil our responsibility in our relationship with Indigenous People across Turtle Island.

Appendix B2 – Network of Centres "NoC"

Service Provider	Northwest Child Development Centre Society

Name	Location
NWCDC - Hazelton	2520 Hwy 62, Hazelton
NWCDC - Houston	Houston
NWCDC - Dease Lake	Dease Lake
NWCDC - Atlin	Atlin

Page 142 of 621

Withheld pursuant to/removed as

s.13 ; s.17

Northwest Child Development Centre Society
Payment Schedule

Contract Maximum	4,530,000
Service Fee (2%)	90,600
Total FCC	3,280,035
Total ICCS	1,159,350
	4,439,385
Monthly total	369,948.75

	April (Q1)	May	June	July (Q2)	August	September	October (Q3)	November	December	January (Q4)	February	March	April (Q1)	May	Total
Adjusted Costs 95%	351,451.31	351,451.31	351,451.31	351,451.31	351,451.31	351,451.31	351,451.31	351,451.31	351,451.31	351,451.31	351,451.31	351,451.31			4,217,415.75
Payment up to (Reconciliation/True up)			18,497.44	18,497.44	18,497.44	18,497.44	18,497.44	18,497.44	18,497.44	18,497.44	18,497.44	18,497.44	18,497.44	18,497.44	221,969.25
Service Fee (2% of contract maximum)					22,650.00			22,650.00			22,650.00			22,650.00	90,600.00
Total	351,451	351,451	369,949	369,949	392,599	369,949	369,949	392,599	369,949	369,949	392,599	369,949	18,497	41,147	4,529,985

Northwest Child Development Centre Society
Transition costs breakdown

	Milestone 1	Milestone 2	Milestone 3	Milestone 4	Milestone 5	Total	
Total Milestone Funding	$ 126,000.00	$ 153,000.00	$ 90,000.00	$ 120,000.00	$ 54,625.00	$ 543,625.00	
Total Admin Funding	$ 12,600.00	$ 15,300.00	$ 9,000.00	$ 12,000.00	$ 5,462.50	$ 54,362.50	
Total Transition Funding Budget	$ 138,600.00	$ 168,300.00	$ 99,000.00	$ 132,000.00	$ 60,087.50	$ 597,987.50	
Total Funds Requested per Milestone							
% of Funding Requested	60%	75%	90%	40%	60%		
Transition Funds Requested	$ 75,600.00	$ 114,750.00	$ 81,000.00	$ 48,000.00	$ 32,775.00	$ 352,125.00	
Total Admin Funding Requested	$ 10,872.50	$ 10,872.50	$ 10,872.50	$ 10,872.50	$ 10,872.50	$ 54,362.50	
Prepayment total	$ 86,472.50	$ 125,622.50	$ 91,872.50	$ 58,872.50	$ 43,647.50	$ 406,487.50	68%
True up/remaining funds (payment up to)	$ 52,127.50	$ 42,677.50	$ 7,127.50	$ 73,127.50	$ 16,440.00	$ 191,500.00	
Total payment	$ 138,600.00	$ 168,300.00	$ 99,000.00	$ 132,000.00	$ 60,087.50	$ 597,987.50	

CENTRE STAFFING, QUALIFICATIONS AND EXPECTATIONS

At a minimum, the professional practice lead (PPL) is required to have the defined qualifications listed below. Other qualifications may be considered, in consultation with the Ministry. In cases where recruiting a PPL is difficult, collaborative approaches with other Ministry agencies or contracted providers may be explored to support clinical supervision. For example, partnering with another centre to support staff supervision while working to recruit staff.

Centres are expected to hire so staff represent a range of expertise in working with different diagnoses and disabilities. Centres will work to hire staff that meet the desired outcomes of the following positions but may exercise discretion as to the complement of staff to reflect community needs.

PROFESSIONAL PRACTICE LEADS

Professional Practice Lead – Each of Therapies (OT/PT/SLP)

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Provide and promote a culturally safe and trauma-informed work environment for all staff.
- Establish and maintain respectful relationships with team members and families.
- This role may be partially management/partially clinical.
- Provide clinical consultation and mentorship related to practice and to cultural safety and trauma informed practice.
- Provide clinical oversight to staff and any Ministry preapproved sub-contractors.

Qualifications:

- Meet qualifications for occupational therapist, physiotherapist, or speech/language pathologist as listed below; AND
- A minimum of 4 years pediatric experience.
- Alternative qualifications may be considered in consultation with the contract manager.

Professional Practice Lead - Behaviour Analysts/Consultants

Expectations/Potential Duties:	Qualifications:

• Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
• Provide and promote a culturally safe and trauma informed work environment for all staff.
• Establish and maintain respectful relationships with team members and families.
• Perform duties of behaviour analyst/consultant as listed below.
• Provide clinical oversight to behaviour analyst/consultant staff and any Ministry preapproved sub-contractors.
	• Meet behaviour analyst/consultant qualifications listed below; AND
	  • A minimum of 4 years experience working with individuals between 3 to 18 years old with disabilities.
	  • Alternative qualifications may be considered in consultation with the contract manager.

- Provide clinical consultation and mentorship related to practice and to cultural safety and trauma informed practice.
- This role may be partially management and partially clinical.

Professional Practice Lead – Generalist and Family Support Worker

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Provide and promote a culturally safe and trauma-informed work environment for all staff.
- Establish and maintain respectful relationships with team members and families.
- Perform duties of generalist or family support worker as listed below.
- Provide clinical oversight to family support workers and generalists.
- Provide clinical consultation and mentorship related to practice and to cultural safety and trauma informed practice.
- This role may be partially management and partially clinical.

Qualifications:

- Preferred educational qualification is a degree in a social services or human services discipline.
- In addition to the qualifications of a family support worker, the following knowledge and experience are required:
  - Supervisory experience, including clinical oversight.
  - Working in the community with children, youth, or young adults with disabilities and their families.
  - Knowledge of early child development.

Alternative qualifications may be considered in consultation with the contract manager.

PROFESSIONALS

Occupational Therapist (OT)

Expectations/Potential Duties:

- Practice with culturally safe and trauma-informed approaches.
- Promote functional skills that contribute to inclusion and engagement in life in ways that are meaningful to the family.
- Prescribe equipment.
- Establish and maintain respectful relationships with families.
- Use relational, person and family-centered approaches to determine goals, perform assessments, design treatment to match goals and assessment findings, review plan, discharge when appropriate, participate in case planning; work with the child, youth, and their family and support team; and attend case meetings as required.
- Responsibility for supervision of therapy assistants.

Qualifications:

- Master's degree in occupational therapy and registration with the appropriate provincial licensing body.
- Member in good standing with the College of Occupational Therapists of BC.

Physiotherapist (PT)

Expectations/Potential Duties:

- Practice with culturally safe and trauma-informed approaches.
- Promote functional skills that contribute to inclusion and engagement in life in ways that are meaningful to the family.
- Prescribe equipment.
- Establish and maintain respectful relationships with families.
- Use relational, person and family-centered approaches to determine goals, perform assessments, design treatment to match goals and assessment findings, review plan, discharge when appropriate, participate in case planning; work with the child, youth, and their family and support team; and attend case meetings as required.
- Responsibility for supervision of therapy assistants.

Qualifications:

- Master's degree in physiotherapy, plus registration with the appropriate provincial licensing body.
- Member in good standing with the College of Physiotherapists of BC and be licensed to practice in B.C.

Speech Language Pathologist (SLP)

Expectations/Potential Duties:

- Practice with culturally safe and trauma-informed approaches.
- Promote functional skills that contribute to inclusion and engagement in life in ways that are meaningful to the family.
- Prescribe equipment.
- Establish and maintain respectful relationships with families.
- Use relational, person and family-centered approaches to determine goals, perform assessments, design treatment to match goals and assessment findings, review plan, discharge when appropriate, participate in case planning; work with the child, youth, and their family and support team; and attend case meetings as required.
- Responsibility for supervision of therapy assistants.

Qualifications:

- Master's degree in speech-language pathology from a recognized university.
- Member in good standing with the British Columbia and Canadian Associations of Speech-Language Pathologists.

Therapy Assistant

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Establish and maintain respectful relationships with families.
- Carry out treatment plan by the prescribing therapist.
- Employ a strengths-based approach to working with children, youth, and families.

Qualifications:

- Completion of a recognized, two-year Rehabilitation Assistant Diploma or Communicative Disorders Assistant Diploma or equivalent experience and qualifications..

Behaviour Analyst/Consultant

Expectations/Potential Duties:

- Practice with culturally safe and trauma-informed approaches.
- Promote functional skills that contribute to inclusion and engagement in life in ways that are meaningful to the family.
- Support parents to provide attuned care.
- Work in a person and family-centered manner with families/caregivers to develop family-led intervention plans.
- Prescribe equipment.
- Establish and maintain respectful relationships with families.
- Use relational, person and family-centered approaches to determine goals, perform assessments, design interventions to match goals and assessment findings, review plan, discharge when appropriate, participate in case planning; work with the child, youth, and their family and support team; and attend case planning meetings as required.
- Work with a multidisciplinary team to support a holistic approach to intervention.
- Employ a strengths-based approach to working with children, youth, and their family.
- Responsible for supervising behaviour interventionists.

Qualifications:

- Degree in a related human/social service field. Master's degree in a relevant field is preferred.
- Experience assisting in the design, implementation, and monitoring of individualized evidence-based intervention programs for children and youth.
- Experience training and supervising behaviour interventionists, parents and/or other related parties.
- Experience leading assessment activities related to the need for behaviour intervention.
- Experience leading functional assessments and designing positive behaviour support plans with families, schools and/or community programs.
- Experience working within a multidisciplinary team.

Alternative qualifications may be considered in consultation with the contract manager.

Behaviour Interventionist

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Establish and maintain respectful relationships with families.
- Work under the supervision of a behaviour analyst/ consultant.
- Implement strategies and appropriate therapies for supporting infants and young children with support needs or with a likelihood of developmental delay as developed by the supervising professional(s).
- Collect information for planning and progress reporting.

Qualifications:

- Behavioral interventionists (BI) do not require formal education, specific training, or certification to perform their duties but, as a result, BIs are not qualified to work in isolation or design and adjust intervention plans themselves.
- Ability to work independently and as a member of a team.
- Preference for experience working with children/youth with behavioural support needs.
- Preference for experience implementing behaviour plans.
- Preference for being able to work with children with challenging behaviours.
- Preference for current Child Safe First-Aid or equivalent alternative certificate.

Developmental Generalist

These positions are intended to capture the various skills and expertise that serve children and families in various	

capacities. This can include infant development and/or FASD key worker experience.

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Establish and maintain respectful relationships with families.
- Support home visits to assess infant development and plan with parents to enhance optimal development and monitor progress.
- Help monitor caseloads and wait lists.
- Encourage the use of About My Child/About Me and assessment tools and report writing and recommendations; ensure appropriate referrals and follow up.
- Implement strategies and appropriate therapies for supporting infants and young children with support needs or with a likelihood of developmental delay.
- Work with staff and families, understanding the cultural and socio-economic issues in your community.
- Demonstrate knowledge of the stages of early childhood development including typical and atypical growth and development; Indigenous culture and issues, and local early childhood development/ support resources and services.

Qualifications:

- A degree or diploma in a related early childhood development field or related field, social work, psychology, nursing, education.
- Training and experience in working with young children, youth, and families.
- Experience and education working with complex developmental behaviourial needs such as FASD.

Alternative qualifications may be considered in consultation with the contract manager.

Family Support Worker

These positions are intended to capture the various skills and expertise that serve children and families in various capacities. This can include infant development and/or FASD key worker experience.

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Develop rapport with the child, youth, and their family.
- Assist family to overcome barriers related to accessing services (e.g., travel grants, equipment grants, government funding).
- Connect family to CYSN worker when it is indicated that they qualify for Disability Services.
- Employ a strengths-based approach to working with children, youth, and their family.
- Build relationships and connections within the community to ensure a fully integrated approach and utilization of resources.
- Encourage uptake and recourse to existing services and support.
- Identify gaps, issues, and systemic barriers in the community using Collective Impact and provide recommendations to the Director.

Qualifications:

- Diploma in a social services or human services discipline.
- Knowledge and demonstrated understanding of strengths-based family systems and attachment-based support, community resources.
- Minimum combined 2 years' experience in the following areas:
- Working within a multi-disciplinary team.
- System navigation.
- Establishing trusting relationships with children, youth, and families.

Alternative qualifications may be considered in consultation with the contract manager.

Child and Youth Care Worker

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Establish and maintain respectful relationships with families.
- Work under the supervision of a behaviour analyst or consultant, and/ or therapist.
- Implement strategies and appropriate therapies for supporting infants and young children with support needs or with a likelihood of developmental delay as developed by the supervising professional(s).
- Provide direct goal-oriented assistance to a child, youth and/or family.
- Collect information for planning and progress reporting.

Qualifications:

- Degree or diploma in a human/social service field (e.g., child and youth care, education, social work).

Alternative qualifications may be considered in consultation with the contract manager.

Inclusive Child Care Consultant

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Deliver child-specific services including:
  - Meet with families and their children to assess the needs of the child or youth in a child care setting.
  - Work with the child care provider and family to develop and monitor strategies for the child so they can fully participate in inclusive child care.
  - Determine if extra staffing support is required to enable the child's participation in child care and determine number of hours needed.
  - Work with the child care provider, family, and school district to support transition to kindergarten
- Deliver child care program-specific capacity building services, including:
  - Deliver practical professional learning opportunities to child care programs in the region regarding foundational skills and knowledge for providing inclusive child care. This involves partnering with the child care provider to identify and enable professional learning opportunities.

Qualifications:

- Diploma or degree in early childhood education or a related field.
- Three years of work experience in inclusive child care including experience with community-based or multi-disciplinary services.
- Current approved first aide certificate.
- Knowledge of community child care resources and other community support services.
- Knowledge of the communities served by the family connections centre.
- Preferred experience working with the Supported Child Development or Aboriginal Supported Child Development program.
- Demonstrated ability to use a cultural safety framework.

Alternative qualifications may be considered in consultation with the contract manager.

Inclusive Child Care Worker

These positions may or may not be provided by the FCC.
These positions may be subcontracted.

Expectations/Potential Duties:

- Participate in training provided by the inclusive child care consultant(s).

Qualifications:

One of the following:

- Responsible Adult certification.
- Early Childhood Education Assistant certification.

Support full inclusion of one or more children in a child care program, implementing strategies identified by the inclusive child care consultant(s)/defined in the child's care/ support plan. • Adhere to child care centre policies and regulations.	• Early Childhood Educator certification. • Diploma or degree in early childhood education or a related field (may be in progress). Alternative qualifications may be considered in consultation with the contract manager.

MANAGEMENT STAFF

Executive Director

Expectations/Potential Duties:	Qualifications:
• Practice with culturally safe, trauma-informed, relational, person and family-centered approaches. • Address complex coordination issues. • Consult on policy application. • Coordinate with contractors. • Responsible for the overall planning, development, and implementation of age-appropriate programs. • Policy management; human resource management. • Management of employees. • Ensuring cultural safety in Human Resources Process and in hiring.	As needed by the organization.

Administration Staff

These are the necessary staff to administer the FCC. They may include administrative assistants, a finance director, finance staff, and human resources staff. **Expectations/Potential Duties:** • Practice with culturally safe, trauma-informed, relational, person and family-centered approaches. • Support staff in coordinating care for clients. • Maintain all administrative and financial systems of the organization. • Oversee financial management of the FCC. • Procure and manage contracts. • Manage appointment bookings. • Ensure files are securely stored, and privacy/ confidentiality is maintained.	**Qualifications:** As needed by the organization.

Additional professionals contracted under supplemental supports, including sub-contracting of resources, require approval by MCFD.

FAMILY CONNECTION CENTRES ("FCC")
for Children and Youth with Support Needs
SERVICES AGREEMENT

His Majesty the King in right of the Province of British Columbia
as represented by the Minister of Children and Family Development

and

Arc Programs Ltd.

December 14, 2022

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS AND INTERPRETATION 1
1.1 Definitions 1
1.2 Interpretation 2
1.3 Recitals 2
1.4 Headings 2
1.5 Currency 2
1.6 Time 3
1.7 No Permit or Fetter 3
1.8 Schedules 3
1.9 Entire Agreement 3
1.10 Construction / Joint Drafting 3
1.11 Acting Reasonably 3
1.12 Conflict of Provisions 3

ARTICLE 2 SERVICES 4
2.1 Services 4
2.2 General Performance Requirements 4
2.3 Included or Incidental Services 5
2.4 Business Continuity and Disaster Recovery 5
2.5 Knowledge Transfer 5
2.6 Documentation 5
2.7 Timelines 5
2.8 Temporary Suspension of Services 6
2.9 Non-Exclusive / Other Service Providers 6

ARTICLE 3 CHANGE REQUEST PROCESS 7
3.1 Changes to the Services 7
3.2 Ordinary Course Changes 7
3.3 Other Changes – Change Request Process 7
3.4 Implementation of Approved Change Requests 8
3.5 Amendment of this Agreement 9
3.6 Record of Changes 9

ARTICLE 4 RELATIONSHIP MANAGEMENT 9
4.1 Relationship Management 9
4.2 Cooperation of the Parties 9
4.3 Assessments and Reviews 9
4.4 Power and Authority of the Contractor 10

ARTICLE 5 CONTRACTOR PERSONNEL 10
5.1 Contract Manager 10
5.2 General Principles Regarding Contractor Personnel 10

ARTICLE 6 SUBCONTRACTORS 12
6.1 Responsibility for Subcontractors; Exercise of Contractor Rights by Subcontractors 12
6.2 Subcontract Terms 12
6.3 List of Subcontractors and Subcontractor Information 12
6.4 Removal of Subcontractor 13

ARTICLE 7 REPORTING 13
7.1 Generally 13

7.2 Review and Changes to Reporting Requirements 13
7.3 Format of Reports 13

ARTICLE 8 FEES AND PAYMENT 14
8.1 Fees 14
8.2 Withholding of Payment 14
8.3 Interest on Overdue Payments 14
8.4 Interest on Overpayment and Other Payments due to the Province 14
8.5 Appropriation 14
8.6 Prohibition against Committing Money 15
8.7 Taxes payable by the Province 15
8.8 Refund of Taxes by the Contractor 15
8.9 Withholding of Taxes 15

ARTICLE 9 RECORDS 15
9.1 Maintenance of Records 15
9.2 Form of Records 16
9.3 Custody of Province Records 16
9.4 Access 16
9.5 Control of Province Records 16
9.6 Final Return of Province Records 17
9.7 Storage and Disposal of Records 17
9.8 Unauthorized Loss or Destruction of Province Records 17

ARTICLE 10 AUDIT 17
10.1 Audit 17
10.2 Conduct of the Parties 18
10.3 Costs 19
10.4 Deficiencies 19
10.5 Survival 20

ARTICLE 11 REPRESENTATIONS, WARRANTIES AND COVENANTS 20
11.1 Province Representations and Warranties 20
11.2 Contractor Representations and Warranties – Capacity and Performance 20
11.3 Representations and Warranties Relating to Contractor Personnel 22
11.4 Reliance by the Province 22

ARTICLE 12 PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY 22
12.1 Ownership of Province Materials 22
12.2 Province Data 23
12.3 Marks and Logos 23
12.4 Use of Province-Licensed Items 23
12.5 Work Product Assignment, Waiver and Transfer 23
12.6 Province License to Contractor 24
12.7 Ownership of Contractor Materials 24
12.8 License of Contractor Materials 24
12.9 Consent for Contractor-Provided Third Party Materials 24

ARTICLE 13 PROVINCE INFRASTRUCTURE 25
13.1 Province Obligations 25
13.2 Use of Province Infrastructure 25
13.3 Termination of Rights to Province Infrastructure 25
13.4 Effect of Termination 26

ARTICLE 14 CONFIDENTIALITY 26

14.1 Acknowledgement....26
14.2 Protection of Confidential Information....26
14.3 Permitted Use and Disclosure of Confidential Information....26
14.4 Additional Permitted Disclosures by the Province....27
14.5 Exceptions to Obligation of Confidentiality....27
14.6 Disclosure Compelled by Law....27
14.7 Notification of Unauthorized Use of Province Confidential Information....28
14.8 This Agreement....28

ARTICLE 15 PRIVACY AND SECURITY....28
15.1 Privacy....28
15.2 Security Obligations....29

ARTICLE 16 INDEMNITY....29
16.1 Indemnification....29
16.2 Survival....30

ARTICLE 17 INSURANCE....30
17.1 Insurance....30
17.2 Workers' Compensation....30
17.3 Personal Optional Protection....30
17.4 Evidence of Coverage....30
17.5 Subcontractors....30

ARTICLE 18 DEFAULT AND TERMINATION....30
18.1 Events of Default....30
18.2 Remedies for Default....31
18.3 Delay Not a Waiver....31
18.4 Notice of Events of Default....31
18.5 Termination by the Province for Convenience....31
18.6 Termination by the Contractor....31
18.7 No Obligation to Invoke Dispute Resolution....32
18.8 Effects of Termination....32
18.9 Survival....32

ARTICLE 19 TRANSITION SERVICES....33
19.1 Transition Services....33
19.2 Transition-In Services....33
19.3 Transition-Out Services....33
19.4 Transition-Out Plan....34
19.5 Continuity of the Terminated Services and other Services during the Transition-Out Period....34
19.6 Transfer of Dedicated Assets....35
19.7 Transition-Out Period....35
19.8 Charges for Transition Services....35
19.9 Equitable Remedies....35

ARTICLE 20 GOVERNING LAW AND DISPUTE RESOLUTION....36
20.1 Governing Law and Jurisdiction....36
20.2 Dispute Resolution....36
20.3 Confidentiality and Mutual Efforts....36
20.4 Continuity of Services....36
20.5 Exceptions....36

ARTICLE 21 NOTICE....37

21.1 Notice 37
21.2 Change of Contact Information 37
21.3 Notice of Adverse Events 37

ARTICLE 22 FORCE MAJEURE 38
22.1 Definition 38
22.2 Notice 38
22.3 Effect 39
22.4 Mitigation 39
22.5 Resumption of Performance 39
22.6 Exception 39

ARTICLE 23 MISCELLANEOUS 39
23.1 Further Assurances 39
23.2 Waiver 40
23.3 Assignment by the Contractor 40
23.4 Assignment by the Province 40
23.5 Legal Relationship 40
23.6 Amendment 40
23.7 Publicity and Communications 40
23.8 Transaction Costs 41
23.9 Remedies 41
23.10 Binding Effect and Enurement 41
23.11 Conflict of Interest 41
23.12 Severability 41
23.13 No Third-Party Beneficiaries unless Specifically Referenced 41
23.14 Execution by Counterpart 42

SCHEDULES

Schedule "A" - Definitions
Schedule "B" - Services
Schedule "C" - Transition-in Services
Schedule "D" - Service Delivery Principles
Schedule "E" - Fees and Pricing Model
Schedule "F" - Personnel Minimum Requirements
Schedule "G" - Governance and Stewardship
Schedule "H" - Reporting Requirements
Schedule "I" - Conflict Resolution Protocol
Schedule "J" - Privacy Protection Schedule
Schedule "K" - Security Schedule
Schedule "L" - Insurance

SERVICES AGREEMENT

THIS AGREEMENT is made the 14 day of December, 2022.

BETWEEN:

His Majesty the King in right of the Province of British Columbia, represented by the Minister of Children and Family Development

(the "**Province**")

OF THE FIRST PART

AND:

ARC Programs Ltd., a corporation incorporated under the laws of Canada and having a registered office at 118-1835 Gordon Avenue, Kelowna, BC V1Y 3H4.

(the "**Contractor**")

OF THE SECOND PART

WHEREAS:

A. The Province issued a Request for Proposals ("**RFP**") on **May 10, 2022** in order to procure a service provider to establish and operate a Family Connection Centre in **Kelowna**, British Columbia, and aggregate and deliver certain services either directly or via subcontract for children and youth with support needs.

B. The Contractor submitted a response to the RFP and was selected as the successful proponent.

C. The Province wishes to retain the Contractor to provide, and the Contractor agrees to provide, the Services on the terms and conditions contained in this Agreement.

NOW THEREFORE in consideration of the premises and covenants, agreements, representations, warranties and payments set out in this Agreement, the parties agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise provided in this Agreement, capitalized terms will have the meanings given to those terms in the attached **Schedule "A"** *(Definitions)*. Terms defined elsewhere in this Agreement will have the meanings ascribed to them.

1.2 Interpretation

Unless expressly stated otherwise or unless the context otherwise requires, in this Agreement:

(a) a reference to a statute, whether or not that statute has been defined, means a statute of the Province of British Columbia and includes all current and subsequent amendments to it, the regulations under it and any enactment passed in substitution therefor or replacement thereof;

(b) a reference to any international or independent published best practice, code, standard or rule, whether or not expressly named, refers to it as it may be updated or contained in a later published best practice, code, standards or rules, other than in a discussion draft, at the applicable time;

(c) words and defined terms importing the singular include and have a comparable meaning when used in the plural, and vice versa, and words importing gender include all genders;

(d) any approval, consent, authorization, option, right or other discretion exercisable by the Province will be in the Province's sole, absolute and unfettered discretion, and may be conditional;

(e) references to "**person**" include an individual, partnership, association, body corporate, firm, unincorporated organization, society, government or governmental authority, as the context may require;

(f) "**record**" has the meaning given in the *Interpretation Act* and "**records**" will bear a corresponding meaning;

(g) the words "**includes**" and "**including**" are not intended to be limiting; and

(h) any reference to "**knowledge**" of either party or of any officer or other personnel of that party means the knowledge of such party after having made due inquiry, and if such party fails to make such due inquiry, then the knowledge that such party would have had if such party had conducted reasonable inquiry into the subject matter.

1.3 Recitals

The recitals to this Agreement are intended to be a general introduction to this Agreement, and are not intended to expand the scope of the parties' obligations under this Agreement, or to alter the plain meaning of the terms and conditions of this Agreement.

1.4 Headings

The headings and captions in this Agreement are inserted for convenience only, and do not form part of this Agreement or in any way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement. The provision of a table of contents is for convenience of reference only, and will not affect the construction or interpretation of this Agreement.

1.5 Currency

Unless otherwise specified, all references to money in this Agreement are references to the lawful money of Canada.

1.6 Time

Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension. A reference to time is to Pacific Standard Time or Pacific Daylight Saving Time as in effect in British Columbia at the applicable time. Unless otherwise specified in this Agreement, when calculating a period of time expressed as days, weeks, months or years as "after", "from", "of" or "within" which any act is to be done or any step taken, the date that is the reference date for starting the calculation of that period will be excluded and the final date for completing that act or step will be included.

1.7 No Permit or Fetter

This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory power or duty.

1.8 Schedules

All Schedules and any corresponding exhibits attached to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

1.9 Entire Agreement

This Agreement (including any amendment to it) constitutes the entire agreement between the parties and supersedes any other prior agreements, undertakings, declarations, commitments, understandings, proposals, requests for proposals and representations, whether written or oral, express or implied, statutory or otherwise between the parties with respect to the subject matter of this Agreement.

1.10 Construction / Joint Drafting

The parties agree that they have had and will continue to have the benefit of independent legal advice, that they have jointly contributed to the drafting of this Agreement, and that they will contribute jointly to the drafting of any Contract Documents to be prepared in the future pursuant to this Agreement. Accordingly, it is the intention of the parties that the principle of *contra proferentem* will not apply with respect to the interpretation of this Agreement or any other Contract Documents.

1.11 Acting Reasonably

Any requirement in this Agreement for a party to act reasonably, use reasonable efforts, or any variations thereof, will mean that the party will use all reasonable commercial efforts having regard to the surrounding circumstances, unless expressly provided otherwise. Any requirement in this Agreement for the Province to act reasonably, use reasonable efforts, or any variations thereof (including any requirement for approvals or consent by the Province not to be unreasonably withheld) will not, however, require the Province to act in a manner that is contrary to or inconsistent with any policies, directives, executive directions, Treasury Board (as defined in the FAA) decisions, guidelines, rules, regulations, legislation or other determinations of the Province.

1.12 Conflict of Provisions

If there is a conflict or inconsistency between a provision of:

(a) **Schedule "J"** (*Privacy Protection Schedules*);

(b) **Schedule "K"** (*Security Schedules*);

(c) the main body of this Agreement;

(d) any Schedule other than the Privacy Protection Schedules and Security Schedules;

(e) any Contract Document other than those specifically listed in this section 1.12;

then the order of precedence will be the order in which the documents are listed above, subject to any express provision to the contrary in a Contract Document, provided that any such express provision does not conflict with the provisions of **Schedule "J"** *(Privacy Protection Schedules)*, the contents of which Schedules will take precedence.

ARTICLE 2
SERVICES

2.1 Services

During the Term, the Contractor will provide the following services (individually and collectively, the "**Services**") in accordance with this Agreement:

(a) Transition-In Services;

(b) Core Services;

(c) Transition-Out Services; and

(d) all such other or additional services set forth or otherwise described in this Agreement.

2.2 General Performance Requirements

In performing the Contractor's obligations under this Agreement, the Contractor will:

(a) comply with all Applicable Laws and Policies and Procedures;

(b) perform the Services to the highest standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services;

(c) perform the Services in accordance with the Service Delivery Principles set forth in **Schedule "D"**" *(Service Delivery Principles)*, as appropriate;

(d) perform the Services to meet the applicable timelines, including any milestone dates and due dates, and where no such dates or timelines are specified, in a diligent and timely manner; and

(e) comply with any reasonable instructions (in writing or otherwise) as to the performance of any Services given by the Province from time to time.

Without limiting to the foregoing, unless otherwise expressly specified in this Agreement, the Contractor will be responsible for providing all hardware (if applicable), software, technologies, facilities, licenses, permits, materials, personnel and other materials required for the Contractor to perform the Services.

2.3 Included or Incidental Services

The parties acknowledge that there are functions, tasks and materials that are not or will not be specifically listed or described in the description of the Services in **Schedule "B"** *(Services)*, but that are customarily required for the proper performance, provision, delivery and use of the Services to be provided pursuant to this Agreement. The parties agree that the delivery or performance of such functions, tasks and materials are implied, and therefore included, in the scope of the Services under this Agreement to the same extent and in the same manner as if those functions, tasks or materials had been specifically described in **Schedule "B"** *(Services)*, and will be delivered by the Contractor as part of the Services. Notwithstanding the foregoing, this section 2.3 is not intended to expand the scope of the Services beyond the Services described in this Agreement, or to require a higher standard of Service delivery than that which is otherwise described in this Agreement, and any such expanded scope or requirement for a higher standard will be subject to a Change Request.

2.4 Business Continuity and Disaster Recovery

The Contractor will develop and maintain a written business continuity and disaster recovery plan that contains procedures for the continued performance of the Services and the Contractor's other obligations under this Agreement in the event of a disaster, Force Majeure Event or other event that results in a significant interruption to the Services. Upon request, the Contractor will provide the Province with a copy of its business continuity and disaster recovery plan. The Contractor will regularly test its business continuity and disaster recovery plan (at least annually) with respect to the Services and will promptly report to the Province the results of such tests. Where the Contractor operates more than one FCC under this Agreement, the Contractor will ensure it has a business continuity and disaster recovery plan for each FCC.

2.5 Knowledge Transfer

Throughout the Term, the Contractor will provide the Province and its personnel with ongoing knowledge transfer with respect to the Services in such manner as may be requested by the Province from time to time, and which will include the provision of the Documentation described in section 2.6. The purpose and extent of the knowledge transfer is so that the Province is a well-informed customer regarding the manner in which the Services are delivered and has sufficient knowledge to understand and obtain the benefit of and, if necessary, to transition and continue the Services previously performed or then being performed by the Contractor.

2.6 Documentation

Without limiting the Contractor's obligations under section 2.3 and **Schedule "B"** *(Services)*, the Contractor will, throughout the Term, create and maintain Documentation which will provide all such complete and correct information as may be required in support of the knowledge transfer obligations described in section 2.3 and **Schedule "B"** *(Services)*.

2.7 Timelines

The Contractor will complete the performance of the Services in accordance with the timelines and deadlines specified in this Agreement. If the Contractor wishes to make any changes to the timelines for performance of the Services, the Contractor will raise the issue through the Relationship Management Process. Subject to Article 22, any delay in performing an event beyond the agreed timeline or deadline will, to the extent to which it is not caused by the action or inaction of the Province, constitute an Event of Default.

2.8 Temporary Suspension of Services

The process for the Province exercising a temporary suspension of Services will be as follows:

(a) The Province may at any time, by written notice to the Contractor, order the Contractor to suspend any particular Services to be provided under this Agreement, and the Contractor must comply with any such order. No fees will be owing in respect of the suspended Services during the suspension period. Unless this Agreement is earlier terminated or expires, no later than ninety (90) days after a suspension goes into effect, the Province must give the Contractor written notice in the same manner that the Province is:

(i) rescinding the suspension order or cancelling the suspension of any of the suspended Services;

(ii) terminating all or any of the suspended Services; or

(iii) terminating this Agreement.

(b) If the Province cancels the suspension of any suspended Services:

(i) no later than ten (10) Business Days from the date of a notice of a suspension order, the Contractor will immediately resume providing the suspended Services; or

(ii) after ten (10) Business Days from the date of a notice of a suspension order, the Contractor will resume providing the suspended Service as soon as practicable, but in any event within fifteen (15) Business Days or such other period as agreed by the Province through the Relationship Management Process.

(c) All times, dates or periods for any suspended Services and related milestones will be deemed adjusted by the same length of time as the suspension period, provided that the Term of this Agreement will not be extended without the written agreement of both parties.

(d) Any unforeseen costs associated with restarting any suspended Services can be raised by the Contractor through the Relationship Management Process.

2.9 Non-Exclusive / Other Service Providers

The Contractor acknowledges and agrees that this Agreement does not grant to the Contractor the exclusive right to perform the Services, or guarantee to the Contractor that it will have the right to supply all or any specific portion of the Services (or any other goods or services, whether the same, similar to, or different from the Services), or that the Province will procure any minimum level of Services under this Agreement. The Province may elect at any time and for any reason to provide all or any part of the Services itself or to engage an Other Service Provider to do so. If the Province so elects, the Contractor will provide to the Province and the Other Service Provider all such reasonable information, assistance and access to Contractor Personnel as may be requested by the Province pursuant to, and in accordance with, Article 21. If the Province engages an Other Service Provider to provide all or any portion of the Services, if requested by the Contractor, the Province will require the Other Service Provider to enter into a non-disclosure agreement among each of the Province, the Contractor, and the Other Service Provider.

ARTICLE 3
CHANGE REQUEST PROCESS

3.1 Changes to the Services

The Province may propose changes to the Services (each, a "**Change**") without invalidating or committing a breach of this Agreement. For greater certainty, the processes described in this Article 3 pertain only to changes to the scope and nature of the Services set out in **Schedule "B"** (*Services*).

3.2 Ordinary Course Changes

From time to time during the Term, the Province may require changes to any Services in the ordinary course of its operations, which do not have a material impact on either:

(a) the delivery and performance of the Services; or

(b) the cost of providing the Services ("**Ordinary Course Changes**"). Requests for Ordinary Course Changes will be submitted in writing by the Province Director to the Contract Manager.

The parties agree that Ordinary Course Changes are within the scope of the Services, and will not result in the payment of additional Fees by the Province to the Contractor. Ordinary Course Changes may be implemented without the need for an Approved Change Request, although the Contractor will retain a record of each Ordinary Course Change performed.

3.3 Other Changes – Change Request Process

In addition to Ordinary Course Changes, the parties acknowledge that certain other changes to the Services may be required or desirable. In the case of Changes that are not Ordinary Course Changes, the following process will apply:

(a) The Province may request a Change by submitting a written request ("**Change Request**") to the Contract Manager, which will include all relevant information reasonably required for the proper consideration of the requested Change;

(b) If requested by the Contractor within five (5) Business Days after receipt of a Change Request, the parties will within ten (10) Business Days after such request, meet through the Relationship Management Process to clarify and provide further information regarding the proposed Change;

(c) Within ten (10) Business Days of the receipt of a Change Request or, if a meeting has been held pursuant to subsection 3.3(b), within ten (10) days of that meeting (or such longer or shorter period as may be agreed by the parties acting reasonably and having regard to the nature and complexity of the Change Request), the Contractor will prepare and submit to the Province a proposal ("**Proposal**") in accordance with subsection 3.3(d);

(d) A Proposal must include a detailed description of the proposed Change, pricing (including any options regarding scope and functionality with associated pricing options), as well as the impact of, and any associated risk resulting from, the proposed Change, including with respect to the following matters, as appropriate:

(i) Fees and any other amounts to be paid by the Province;

(ii) the performance and use of the Services;

(iii) timing of both existing and future Services and Deliverables;

(iv) security;

(v) the protection of Personal Information; and

(vi) any other information related to this Agreement or the affected Services or Deliverables that may be impacted by the Change;

(e) Unless otherwise agreed by the Province, all pricing included in a Proposal must be completed in accordance with the cost estimate reporting requirements set out in **Schedule "E"** *(Fees and Pricing Model)*;

(f) The Province will evaluate and respond to a Proposal within ten (10) Business Days of receipt (or such longer period as the parties may agree acting reasonably and having regard to the nature and complexity of the Change). The Province may, but will not be obliged to accept all or any part of a Proposal. Upon Execution by the Province, a Proposal (including any agreed amendments thereto) will become an "**Approved Change Request**", and will be binding upon the parties;

(g) The Contractor will not reject a Change Request initiated by the Province unless:

(i) the Contractor is unable to make the Changes contemplated by the Change Request as a result of technical impediments that are commercially unreasonable to overcome; or

(ii) the Change requested will result in a material adverse effect on the Contractor's ability to comply with its obligations regarding security or the protection of Personal Information, or any other material terms or conditions of this Agreement (each an "**Adverse Impact**").

If the Contractor believes that any Change Request initiated by the Province will result in an Adverse Impact, the Contractor will request a meeting with the Province in accordance with subsection 3.3(b), and will in advance of that meeting provide the Province with a written explanation of the Adverse Impact, including details of the Adverse Impact and suggested reasonable alternatives to the Change Request or means of mitigating the effects of the Adverse Impact. If the Province requires that the Change Request be implemented as requested notwithstanding the Adverse Impact to the Contractor, then the impact of the Change Request, including on the Fees and the Contractor's affected obligations under this Agreement, will be addressed through the Relationship Management Process; and

(h) If the Contractor has rejected a Change Request, or if the parties are otherwise unable to agree on the corresponding increase or decrease to the Fees, or any other aspect of a Change Request then, notwithstanding any Adverse Impact, the Province may direct the Contractor to, and the Contractor will, implement the Change Request and the matter will be concurrently treated as a Dispute to be resolved pursuant to the Dispute Resolution Process.

3.4 Implementation of Approved Change Requests

Unless otherwise expressly agreed in the Approved Change Request, the Contractor will be solely responsible for implementing an Approved Change Request.The Contractor will use all reasonable means to minimize disruption to the use and delivery of the Services, and to the business operations of the Province as a result

of the implementation of an Approved Change Request. The cost of implementing an Approved Change Request will be borne as agreed in the Approved Change Request, or as otherwise provided in this Agreement.

3.5 Amendment of this Agreement

Each Approved Change Request will constitute an amendment to this Agreement. Provided that the Approved Change Request relates solely to Changes to the nature and scope of the Services and does not require any terms or conditions of this Agreement to be modified, this Agreement will be interpreted as amended by the Approved Change Request from and after the effective date of the implementation of an Approved Change Request, and this Agreement, as so amended, will continue in full force and effect for the remainder of the Term. Any Proposal or Approved Change Request requiring any terms and conditions of this Agreement to be modified, whether or not executed by the parties, will not bind either party unless and until executed by their authorized signatories by way of a formal amendment to this Agreement in accordance with section 23.6.

3.6 Record of Changes

Throughout the Term, the Contractor will maintain an accurate and complete record of all Changes to the Services contemplated by this Article 3. The record must be maintained as a server-based record and in such other forms as the parties may agree pursuant to the Relationship Management Process, and must be available to the Province at all times, including during any Transition-Out Period.

ARTICLE 4
RELATIONSHIP MANAGEMENT

4.1 Relationship Management

During the Term, the relationship of the parties (including the mechanisms by which they will manage this Agreement) will be governed by the provisions of this Article 4, and the processes, procedures and provisions set forth in **Schedule "G"** *(Governance and Stewardship)*.

4.2 Cooperation of the Parties

Each party will cooperate with the other, in good faith, in the performance of its obligations under this Agreement. In connection therewith, each party will make available, as reasonably requested by the other party, such management decisions, information, approvals and acceptances such that the provision of the Services may be accomplished in a proper, timely and efficient manner and in accordance with the processes and procedures set forth in this Agreement. Unless specifically provided otherwise in this Agreement, where an agreement, approval, acceptance or consent of the other party is required by any provision of this Agreement, then such action will not be unreasonably withheld or delayed having regard to all of the surrounding circumstances.

4.3 Assessments and Reviews

Without limiting the generality of section 4.2, the Contractor agrees that it will participate in, update, and generally provide all such reasonable assistance as the Province may require in connection with any Security Threat and Risk Assessment, Privacy Impact Assessment, and other assessment, inspection or review related to the Services, and agrees to implement any recommendations or required Changes resulting from the inspection or review within the time specified by the Province or, if no time is specified, within a reasonable time.

4.4 Power and Authority of the Contractor

Except as otherwise set forth in this Agreement, the Contractor will have the power and authority to take such actions as it deems to be necessary or advisable to perform the Services in accordance with the terms and conditions set forth in this Agreement; provided, however, that the Contractor will not take any action under this Agreement if such action is:

(a) subject to the approval of the Province, without having received such approval; and

(b) subject to consultation with the Province, without having undertaken such consultation.

For greater certainty, no such approval or consultation will in any manner relieve the Contractor from performing its obligations or delivering the Services as contemplated under and in accordance with the express terms of this Agreement, nor will such approval or consultation have any effect on the allocation of risk to the Contractor as a result of the covenants, obligations and requirements of the Contractor under this Agreement.

ARTICLE 5
CONTRACTOR PERSONNEL

5.1 Contract Manager

Upon the execution of this Agreement, the Contractor will appoint a contract manager (the "**Contract Manager**") who will be the Province's primary point of contact with the Contractor with respect to all matters arising under this Agreement. The Contract Manager will have sufficient authority to make operational decisions on behalf of the Contractor in respect of the performance of the services, including in relation Contractor Personnel.

5.2 General Principles Regarding Contractor Personnel

At all times during the Term, the Contractor will employ sufficient Contractor Personnel to perform the Services in accordance with the terms and conditions of this Agreement. Without limitation:

(a) the Contractor is solely responsible to the Province for the management and supervision of, and for the acts, omissions, performance of, and damage caused by Contractor Personnel in the performance of the Services;

(b) the Contractor will ensure that all Contractor Personnel performing the Services:

(i) possess the necessary skills, expertise, and experience to deliver, carry out and complete the tasks which they are assigned, including any skills and qualifications specified in **Schedule "B"**(*Services*) and **Schedule "F"** *(Personnel Minimum Requirements)*, in a good and proficient manner, consistent with the highest industry standards of skills and professionalism;

(ii) comply with all privacy, security and confidentiality obligations under this Agreement (including all restrictions regarding the use, transmission and storage of Personal Information, and all obligations regarding privacy training); and

(iii) comply with all applicable terms and conditions governing the use of any Third-Party Materials, as advised by the Province.

(c) upon written request by the Province, or where otherwise necessary, appropriate or prudent to do so given the nature of the Services to be performed or of the Province Confidential Information being accessed, used or disclosed, the Contractor will at its expense conduct, or ensure that Subcontractors conduct, appropriate background checks with respect to the applicable Contractor Personnel prior to such persons commencing to provide the Services;

(d) the Contractor is solely liable and responsible (to the exclusion of the Province) for all costs, expenses, liabilities or claims, whenever incurred, relating to:

(i) salaries and other compensation payable to Contractor Personnel;

(ii) labour relations proceedings or orders, grievances, arbitration proceedings or unsatisfied arbitration awards relating to Contractor Personnel;

(iii) strikes or other actions due to labour disputes involving its Contractor Personnel; and

(iv) complaints, Claims, decisions, applications, orders or prosecutions under any employment or labour standards, occupational health and safety, workers' compensation, pay equity, employment equity and human rights legislation relating to Contractor Personnel, regardless of the time that the matter or event giving rise to any such costs, expenses, liabilities or Claims arises or occurs, and for greater certainty, unless provided otherwise under the terms of this Agreement, none of the costs, expenses, liabilities or Claims referred to in this subsection 5.2(c) will be subject to reimbursement by the Province to the Contractor;

(e) the Contractor will deal with its Subcontractors in such a manner that the Province will have no liability resulting from the failure of the Subcontractors to meet the same responsibilities and payment obligations as are described in subsection 5.2(c), above, with respect to its personnel and Subcontractors;

(f) the Contractor will, and will cause all Contractor Personnel to comply at all times with all applicable collective agreements, employment standards, occupational health and safety, workers' compensation and human rights legislation, and other Applicable Laws relating to Contractor Personnel;

(g) the Province may require the removal and/or replacement of any Contractor Personnel, even if the Contractor Personnel had been previously approved by the Province. All requests for removal and/or replacement of Contractor Personnel will be made in writing to the Contractor. The replacement of Contractor Personnel must be effected by the Contractor within thirty (30) days of receipt of the Province's request and will be at the Contractor's sole expense. Unless otherwise agreed by the Province, replacement Contractor Personnel must possess equivalent or better skills, knowledge, training, qualifications and experience than the person who they are replacing; and

(h) the Contractor is solely liable and responsible for, to the exclusion of the Province, any additional payments, losses, costs or damages arising from or otherwise relating to the termination by the Contractor or by any Subcontractor of any Contractor Personnel, and the Contractor and the Subcontractors will not be reimbursed by the Province for any such additional payments, losses, costs, damages, Claims, or liabilities.

ARTICLE 6
SUBCONTRACTORS

6.1 Responsibility for Subcontractors; Exercise of Contractor Rights by Subcontractors

The Contractor is solely responsible for supervising and ensuring that Subcontractors fully comply with this Agreement in performing the Contractor's subcontracted obligations, as if the obligations had been wholly performed by the Contractor. For greater certainty, any rights granted to the Contractor under this Agreement for the purpose of performing a Contractor obligation may be exercised by a Subcontractor solely for the purpose of performing that obligation; provided always that the exercise by a Subcontractor of any Contractor right will be subject to the terms and conditions of this Agreement. The Contractor is liable to the Province for the acts and omissions of all Subcontractors and their personnel, including any breach of the terms of this Agreement. Under no circumstances will a contractual relationship exist, or be deemed to exist, between the Province and any Subcontractor, and no Subcontract (whether approved by the Province or not) or other contract will relieve the Contractor of any of its obligations under this Agreement or impose any obligation or liability upon the Province in relation to any Subcontractor. Without limiting the general nature of the foregoing, the Contractor is solely responsible for all fees, charges, expenses and other amounts payable to its Subcontractors.

6.2 Subcontract Terms

The Contractor will ensure that enforceable written contracts are in place with all Subcontractors (each, a "**Subcontract**") prior to the commencement of any subcontracted obligations. The Contractor will ensure that no Subcontract includes any term or provision that is inconsistent with, or contrary to, the terms and conditions of this Agreement, or any applicable Policies and Procedures or Applicable Laws. Furthermore, each Subcontract must contain provisions:

(a) enabling the Contractor to terminate the Subcontract, or to suspend or cancel any portion of the Services to be provided pursuant to the Subcontract, in the event that the Province terminates this Agreement or suspends or cancels all or a portion of the Services;

(b) preserving the Province's rights and benefits under this Agreement without the need for further action by the Province;

(c) requiring that the Subcontractor fully adhere and comply with this Agreement, to the extent applicable, in performing the subcontracted obligations, and ensure its personnel are similarly bound, including complying with obligations regarding privacy, security, the protection of Province Confidential Information (including all Personal Information), Intellectual Property, audits, insurance, and workers' compensation; and

(d) releasing the Province from any liability with respect to the Subcontractor and its personnel.

6.3 List of Subcontractors and Subcontractor Information

The Contractor will provide the Province with a complete list of all Subcontractors performing any Services:

(a) Within **30** days of the Effective Date;

(b) on the Assumption of Service Date and every 6 months thereafter; and

(c) at any other time during the Term upon the Province's request.

In addition to the list of Subcontractors, the Contractor will provide such other information reasonably requested by the Province about any Subcontractors that relates to this Agreement or the Subcontractor's provision of Services pursuant to this Agreement.

6.4 Removal of Subcontractor

The Province may, in its absolute discretion, direct the Contractor to remove or exclude any Subcontractor from the provision of the Services where:

(a) the Province, acting reasonably, considers a Subcontractor unsuitable for the work or tasks assigned to such Subcontractor;

(b) the background check results or credentials of a Subcontractor are not satisfactory to the Province, acting reasonably;

(c) due to the breach, wilful misconduct, fraud or other forms of malfeasance by a Subcontractor, the continued use of such Subcontractor will or could have a detrimental effect on and is no longer in the best interest of the Province;

(d) the Province considers, acting reasonably, that the retention of a Subcontractor presents a potential privacy, security or confidentiality risk; or

(e) the acts or omissions of a Subcontractor reflect unfavourably on the good name and reputation of the Province or the Province's program for delivering services for children and youth with support needs more generally.

ARTICLE 7
REPORTING

7.1 Generally

During the Term, the Contractor will prepare or cause to be prepared, and will provide to the Province, all reports and information relating to the performance of the Services and the Contractor's other obligations under this Agreement, as required by the Province and set forth in **Schedule "H"** *(Reporting Requirements)*.

7.2 Review and Changes to Reporting Requirements

The parties, through the Relationship Management Process, will conduct an annual review of then-current reporting requirements under this Agreement, and will consider any changes that the Province determines to be appropriate or desirable.

7.3 Format of Reports

The Contractor will provide all reports to be provided to the Province under this Agreement in the format, and using such means as may be directed by the Province to the Contractor from time to time. Without limitation, to the greatest extent possible, the Contractor will use web-enabled reports and direct electronic access to data and query reports, and will minimize the amount and types of paper-based reporting.

ARTICLE 8
FEES AND PAYMENT

8.1 Fees

The Fees payable by the Province in respect of the Services and Deliverables will be in the amounts and payable at the times or upon the achievement of the milestones set out in this Article 8, **Schedule "E"** *(Fees and Pricing Model)*.

The Province has the right to set-off any Fees, expenses and other amounts owed by the Province to the Contractor against any amounts that would otherwise be owed by the Contractor to the Province.

8.2 Withholding of Payment

The Province may:

(a) withhold payment on any portion of a Contractor invoice that is disputed in good faith, until the Dispute is resolved in accordance with the Dispute Resolution Process; and

(b) withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents, against any Claims or Losses that have arisen or that could arise in connection with the provision of the Services under or in connection with this Agreement. Withholding of any amounts by the Province in accordance with this section 8.2 will not constitute a breach of this Agreement.

8.3 Interest on Overdue Payments

Notwithstanding any other provision of this Agreement or contained in any statement of account or other document issued by the Contractor, interest will not accrue to the Contractor or be calculated on overdue accounts, except at the rate prescribed, and commencing no earlier than the 61st day after the receipt by the Province of an undisputed invoice and as otherwise calculated in accordance with the *Interest on Overdue Accounts Payable Regulation* then in effect under the FAA. For greater certainty, interest will not be owing in respect of any payments that are set-off or withheld in accordance with this Article 8.

8.4 Interest on Overpayment and Other Payments due to the Province

The Province may charge the Contractor interest on any overpayment collected by the Contractor from the Province and on any other payments required under this Agreement to be paid to the Province, at the rate prescribed and as calculated in accordance with the *Interest on Overdue Accounts Receivable Regulation* then in effect under the FAA.

8.5 Appropriation

Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor pursuant to this Agreement is subject to:

(a) there being sufficient monies available in an appropriation, as defined in the FAA, to enable the Province, in any Fiscal Year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and

(b) Treasury Board, as defined in the FAA, having not controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in ssubsection 8.5(a).

8.6 Prohibition against Committing Money

Without limiting any other provision of this Agreement, the Contractor will not, in relation to the performance of its obligations under this Agreement, commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

8.7 Taxes payable by the Province

The Province will pay all applicable sales taxes payable in respect of the Services purchased from the Contractor under this Agreement in accordance with Applicable Laws. The Contractor is solely responsible for the payment of all income taxes assessed or levied against it or its business, as well as any employee benefits.

8.8 Refund of Taxes by the Contractor

The Contractor will:

(a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor, or agreed to pay or reimburse to the Contractor, under this Agreement; and

(b) immediately upon receiving or being credited with any amount applied for under subsection 8.8(a), remit that amount to the Province.

8.9 Withholding of Taxes

The Contractor agrees that if the Province is required by Applicable Laws to deduct or withhold any amount on account of taxes ("**Withholding Taxes**") due or accruing in connection with any amounts payable to the Contractor under this Agreement, then the Province will have the right to deduct and withhold such Withholding Taxes from the amounts owing to the Contactor, and to pay the same to the appropriate governmental agency or taxing authority, unless the Contractor receives a tax waiver from the appropriate authority and provides a copy to the Province. All such Withholding Taxes paid by the Province for the benefit of the Contractor to a government agency or taxing authority will be deemed to have been made in satisfaction of the same amount due by the Province under this Agreement. The Province will have no responsibility for any such Withholding Taxes remitted to a government agency or taxing authority other than to provide the Contractor with such forms or reports as the taxing authority directs the Province to provide.

ARTICLE 9
RECORDS

9.1 Maintenance of Records

During the Term and for such longer period as may be required by the *Information Management Act*, the Contractor will:

(a) maintain and, as appropriate, cause its Subcontractors to maintain, accurate and complete rrecords related to this Agreement and to the Services and Deliverables provided by the Contractor under this Agreement, including supporting documentation, in accordance with prevailing industry standards and as may otherwise be required or necessary:

(i) for the Contractor to meet any reporting or record keeping requirements referred to in this Agreement;

(ii) to fully inform the Province of the work done and to be done by the Contractor and any Contractor Personnel pursuant to this Agreement; and

(iii) to enable the Province to verify compliance by the Contractor and any Subcontractor with the terms of this Agreement, and to ascertain the accuracy of all financial matters arising under this Agreement.

9.2 Form of Records

The records must be in a form and content satisfactory to the Province. Without limiting the generality of the foregoing, the Contractor will ensure that records with respect to the performance of the Services will conform, to the extent applicable, with Canadian Generally Accepted Accounting Principles (GAAP), the requirements of Applicable Laws, and the Province's Administrative Records Classification System (ARCS) and Operational Records Classification Systems (ORCS), as they may be amended from time to time.

9.3 Custody of Province Records

The Contractor will have Custody of the Province records from the later of:

(a) the date that Custody is granted to the Contractor by the Province; or

(b) the date of the creation or coming into existence of the Province record,

in accordance with the provisions of this Agreement.

9.4 Access

During the Term, and for such longer period as may be required by the *Information Management Act*, the Contractor will, within 72 hours of receipt of a written request, provide the Province, its Auditors and other authorized representatives of the Province with access including, where applicable and practicable to do so, with electronic access, to the following:

(a) all records, including Contractor Records, Province records, and Personal Information, related to the Services and Deliverables then in the Custody of the Contractor, wherever maintained; and

(b) any property or facility, including without limitation the FCC, at which the Services are being performed, where such records are housed, or where any records, Province records or Personal Information are physically maintained or stored.

9.5 Control of Province Records

The Province Records are and will remain the property and under the control of the Province and, accordingly, the Province records will continue to remain subject to the requirements of the *Information Management Act*, the *Electronic Transactions Act*, the *Interpretation Act*, FOIPPA, and all Policies and Procedures related thereto. The Contractor will comply with the requirements thereof in respect of the Province records as though each such Act or Policy and Procedure applied to the Contractor directly. In addition, the Contractor will:

(a) subject always to its obligations with respect to security, Confidential Information and the protection of Personal Information, not exploit, disclose, use or permit to be exploited, disclosed or used, any Province records other than as may be required for the purpose of providing the Services in accordance with this Agreement;

(b) not sell, transfer to another jurisdiction or to the Custody of any other person, destroy or otherwise dispose of the Province records without the approval and direction of the Province, or as contemplated under this Agreement;

(c) return the Province records to the Province upon written request from the Province or as may otherwise be required or permitted under this Agreement;

(d) at the request and expense of the Province, provide written or electronic copies of Province records for storage at Province Facilities or the facilities of any applicable regulatory body or agency, as the Province may require;

(e) maintain the safekeeping and integrity of the Province records in accordance with the records protocols set forth in applicable Policies and Procedures, and with the provisions of Article 16 and Article 17; and

(f) store all Province records separately from other records in the Contractor's Custody, and ensure that they are clearly identified as Province records.

9.6 Final Return of Province Records

Except as may be otherwise required by the Province, upon the later of:

(a) the termination or expiry of this Agreement; or

(b) the termination or expiry of any Transition-Out Period to which the Province records relate, the Contractor will deliver all Province records then in its Custody to the Province, including all full and partial copies thereof.

9.7 Storage and Disposal of Records

The Contractor will not destroy or dispose of any Province records without the prior written approval of the Province. If the Province requests, in writing, that the Contractor destroy or dispose of any Province records, the Contractor will comply with all applicable Policies and Procedures, Applicable Laws and any directions from the Province regarding the destruction or disposal of the Province records.

9.8 Unauthorized Loss or Destruction of Province Records

In the event that any Province records are destroyed, lost or altered, other than as permitted under this Article 9, due to any act or omission of the Contractor or any Contractor Personnel (whether such persons are acting within or outside the scope of their employment or consulting retainer), the Contractor will be responsible, at its cost, for restoring Province records to the most recently available electronic back-up copy or, where a back-up copy is not available, upon the Province's request, restoring or reconstructing the Province records utilizing electronic means, provided that such restoration or reconstruction is commercially reasonable.

ARTICLE 10
AUDIT

10.1 Audit

At any time during the Term and for a period of two (2) years after the expiration or termination of this Agreement, the Province may appoint an internal or external auditor, inspector, professional advisor or other

representative ("**Auditor**") to audit, review, inspect, confirm and/or verify any aspect of this Agreement and the Contractor's performance of its obligations under this Agreement, including:

(a) any matter related to the Services, including:

(i) the Contractor's compliance with this Agreement, associated terms and conditions of this Agreement, Applicable Laws, the Policies and Procedures, and all applicable privacy and security requirements;

(ii) the Contractor's general controls, certifications, accreditations, practices and procedures in connection with the Services; and

(iii) the completeness and accuracy of records and any other documentation or material provided by the Contractor to the Province;

(b) the records and supporting documentation referred to in Article 9; and

(c) operational and other audits as may be requested or otherwise required to be undertaken under the FAA or any other Applicable Law regarding any aspect of this Agreement.

10.2 Conduct of the Parties

In connection with the rights granted to the Province pursuant to section 10.1:

(a) The Province will:

(i) use reasonable endeavours to cause any audits and inspections to be performed during the Contractor's normal business hours and, unless the Province reasonably believes the Contractor to be in breach of this Agreement, upon written notice to the Contractor that is reasonable under the circumstances;

(ii) use reasonable endeavours not to hinder or interfere with the delivery of any Deliverables or the performance of the Services by the Contractor, or with the Contractor's other business operations; and

(iii) comply, and cause its Auditors to comply, with reasonable security, confidentiality and other similar policies of the Contractor while at the Contractor's premises, provided that:

(A) the Province has been provided with reasonable prior written notice of such policies;

(B) the policies are not in violation of any applicable statutory powers, duties, professional rights, or obligations of the Auditors;

(C) the policies do not unduly hinder or interfere with the conduct of the audit or inspection; and

(D) the policies are not otherwise contrary to the Province's legal rights or obligations, or any applicable Policies and Procedures.

If required by the Contractor, the Province will require its Auditors to execute a tripartite non-disclosure agreement among each of the Province, the Contractor, and the Province's Auditors, in a form approved by the Province, provided that the execution of such non-

disclosure agreement is compatible with, or not in contravention of, any statutory professional or other obligations or standards by which the Auditors may be bound. Notwithstanding the foregoing or anything to the contrary in this Agreement, any access to Contractor's premises or facilities must be pre-arranged, escorted, and will be limited to only the books, records and other documentation in respect to the Services and Deliverables, provided, however, that neither the Province nor its Auditors will be entitled pursuant to this Agreement to access any information of Contractor in respect of Contractor's other clients or any information of Contractor in respect of Contractor's costs related to the Services.

(b) The Contractor will, and will cause all Contractor Personnel to:

(i) cooperate with any Province inspections, investigations and audits;

(ii) make available on a timely basis all information and records requested by the Province and its Auditors;

(iii) provide the Province and its Auditors with assistance in obtaining access to such information and records, as may be reasonably requested, including providing access the Contractor's facilities and any equipment at those facilities used to provide the Services; and

(iv) permit the Province and its Auditors to examine and make copies of any paper and electronic records, correspondence, accounting procedures and practices, and any other relevant supporting financial or operational data pertaining to the delivery of the Services and the performance by the Contractor of its other obligations under this Agreement.

10.3 Costs

Except as provided in section 10.4, each party will bear its own costs in connection with an audit or inspection under this Article 10 including, in the case of the Contractor, the cost of the time and effort of the Contractor and Contractor Personnel to comply with any requests or requirements of the Province or an Auditor.

10.4 Deficiencies

If an audit or investigation under this Article 10 reveals a material deficiency, as determined by the Province in its discretion, then the following will apply:

(a) if the audit or investigation reveals an overcharge by the Contractor, then:

(i) within five (5) Business Days after receipt of notice of the overcharge, the Contractor will provide to the Province, at the Province's option, either a cash refund or invoice credit equal to the amount of the overcharge; and

(ii) if the amount of the overcharge is more than 5% of the amount of Fees and other amounts that should have been paid during the audited period, the Contractor will reimburse the Province, either by cash refund or invoice credit, for the Province's reasonable costs incurred in connection with the audit or investigation; and

(b) if the audit or investigation reveals any other material deficiency, unless otherwise specifically provided in this Agreement, the parties must meet as soon as possible in accordance with the

Relationship Management Process, to discuss and address the deficiency. Subject to any alternate resolution agreed by the parties pursuant to the Relationship Management Process, the Contractor will, as soon as practical (and subject to any timelines reasonably requested by the Province), develop and present to the Province a corrective action plan to be undertaken by the Contractor to resolve the deficiency, and Contractor's target date to implement the corrective action plan. The corrective action plan will contain sufficient detail so as to allow the Province to review and comment on the plan. Unless otherwise agreed by the parties in accordance with the Relationship Management Process, the Contractor will remedy, at its expense, the deficiency in accordance with the corrective action plan and any comments provided by the Province, in a timely manner reasonably acceptable to the Province. Without limiting the Province's audit and inspection rights under this Agreement, the Province shall have the right to conduct a follow up audit or inspection, as applicable, in respect of the Contractor's implementation of any corrective action plan undertaken pursuant to this section.

10.5 Survival

The Province's inspection and audit rights will survive the expiration or termination of this Agreement, subject to any applicable limitation period prescribed by Applicable Laws.

ARTICLE 11
REPRESENTATIONS, WARRANTIES AND COVENANTS

11.1 Province Representations and Warranties

The Province represents and warrants to the Contractor, and covenants with the Contractor that:

(a) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement;

(b) this Agreement has been duly authorized by all necessary action of the Province, and constitutes a valid, subsisting and legally binding obligation upon the Province that is enforceable against the Province in accordance with its terms; and

(c) the observance and performance of the terms and conditions of this Agreement will not constitute a breach of any statute or regulation of the Province or of Canada by which it is bound.

11.2 Contractor Representations and Warranties – Capacity and Performance

The Contractor represents and warrants to the Province and covenants with the Province that, throughout the Term:

(a) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with its terms;

(b) this Agreement has been duly authorized by all necessary action of the Contractor, and constitutes a valid, subsisting and legally binding obligation upon the Contractor that is enforceable against the Contractor in accordance with its terms;

(c) the Contractor is not insolvent, and is able to pay its debts as they become due in the ordinary course of business;

(d) in the performance of its obligations, the Contractor will comply with all Applicable Laws, rules, regulations and Policies and Procedures, as they may be amended from time to time, and will be responsible for ensuring compliance by its Subcontractors;

(e) the observance and performance of the terms and conditions of this Agreement will not constitute a breach of any law, statute or regulation by which the Contractor may be bound, or a breach or default under any contract or agreement to which the Contractor is a party;

(f) the Contractor is not under any current obligation or restriction, nor will it knowingly assume any such obligation or restriction, that does or could interfere or conflict with the performance of the Contractor's obligations under this Agreement;

(g) the Contractor has sufficient trained staff, facilities and appropriate equipment to enable it to fully perform its obligations under this Agreement;

(h) with the exception of any information provided by the Province and which is incorporated into the Contractor's documents, all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement, including all information provided by the Contractor to the Province in the course of the procurement process prior to entering into this Agreement, including in the RFP Response, are true and correct and not misleading in any material respect, and the Contractor has not failed to disclose any further information necessary in order to make the information disclosed not misleading in any material respect;

(i) the Contractor has no knowledge of any fact or of any legal Claim against it that will materially adversely affect or, so far as it can foresee, may materially adversely affect its properties, assets, condition (financial or otherwise), business, operations, or ability to fulfil its obligations under this Agreement;

(j) the Contractor will conduct its business in relation to the Services in a professional and competent manner that will reflect favourably on the good name and reputation of the Province, and will refrain from engaging in any unfair or deceptive trade practice, unethical business practice, or any other practice or conduct that could reflect unfavourably upon the Province;

(k) the Contractor has filed all Taxes, corporate information and other returns required to be filed by the laws of British Columbia and Canada, and has paid all Taxes, fees and assessments calculated to be due by it under those laws;

(l) the Contractor has, and has ensured that all Subcontractors have, obtained all necessary consents and permissions for the collection, use and disclosure of all Personal Information to be collected, used and/or disclosed by it pursuant to this Agreement, including any Personal Information belonging to Contractor's Personnel; and

(m) the Contractor will obtain, and maintain throughout the Term, at its sole expense, all arrangements, licenses, subscriptions, permits and approvals from third parties as are necessary or advisable, including government entities and Third Party Providers, to ensure that the Contractor and all Contractor Personnel can fully perform their obligations, and that the Province can fully exercise its rights under this Agreement.

11.3 Representations and Warranties Relating to Contractor Personnel

The Contractor represents and warrants to the Province and covenants with the Province that, throughout the Term:

(a) the Contractor will, at its own expense, arrange, supply and be wholly responsible for all labour required in connection with the performance of the Contractor's obligations in accordance with this Agreement;

(b) the Contractor has taken all such actions that it is required to take in respect of Subcontractors under this Agreement including the incorporation into enforceable Subcontracts, when required pursuant to section 8.4, of all relevant obligations required for the performance by such Subcontractors of the Contractor's subcontracted obligations in accordance with the terms of this Agreement;

(c) the Contractor will ensure that all Contractor Personnel who are engaged in the provision of the Services, are adequately trained, fully instructed and supervised;

(d) the Contractor and all Contractor Personnel possess the skills, expertise, experience and training required pursuant to this Agreement; and

(e) the Contractor will comply, and ensure that all Subcontractors comply, with all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia and similar laws in other jurisdictions.

11.4 Reliance by the Province

All representations, warranties and covenants made or provided by the Contractor under this Agreement are material and will conclusively be deemed to have been relied upon by the Province, notwithstanding any prior or subsequent investigation by the Province.

ARTICLE 12
PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY

12.1 Ownership of Province Materials

Notwithstanding any other provision of this Agreement:

(a) the Province owns and retains all right, title and interest in, to and associated with all Province Materials and all related Intellectual Property Rights;

(b) the Contractor will not acquire any right, title or interest in, to or associated with any Province Materials or other Province Intellectual Property, or any related Intellectual Property Rights, other than as expressly provided in this Article 12;

(c) the Contractor will promptly return to the Province or, at the Province's option, destroy all Province Materials and other Province Intellectual Property (including all copies) in the Contractor's possession or control:

(i) at any time upon request by the Province;

(ii) after the Contractor's completion of the work for which the Province Materials and other Intellectual Property were provided to the Contractor; and

(iii) upon expiration or termination of this Agreement.

12.2 Province Data

Without limiting the generality of section 12.1, the Contractor acknowledges and agrees that, as between the parties, the Province owns all Province Data. Neither the Contractor nor any Contractor Personnel may use any Province Data other than as required for the purpose of providing the Services and then, only in accordance with this Agreement. For greater certainty, under no circumstances may the Contractor or any Contractor Personnel monetize or commercialize any Province Data, whether or not such data has been aggregated or otherwise anonymized.

12.3 Marks and Logos

The Contractor will not use any trademarks, official marks, business names, trade names, domain names, trading styles, logos, or other distinguishing marks ("**Marks**") of the Province, whether registered or unregistered, for any purpose, whether in conjunction with the performance of the Services or otherwise, without the express prior written permission of the Province. Use of any Contractor, Subcontractor or other third party Marks on or in any Work Product is subject to the prior approval of the Province.

12.4 Use of Province-Licensed Items

The Contractor will, and will ensure that all Contractor Personnel, use any Province-Licensed Items solely for the purpose of performing the Services in accordance with this Agreement. The Contractor acknowledges that the Contractor's access to or use of any Province-Licensed Items may be subject to additional terms, conditions and restrictions with the applicable Third Party Provider and/or the Province, and agrees that it will comply, and will ensure that all Contractor Personnel comply, with all such additional terms, conditions and restrictions, as directed by the Province.

12.5 Work Product Assignment, Waiver and Transfer

(a) The Province will solely own all right, title, and interest in, to and associated with each Work Product and all related Intellectual Property Rights. Neither the Contractor nor any Contractor Personnel will retain any right, title or interest in, to or associated with any Work Product or any related Intellectual Property Rights, and will not authorize any other person to use, reproduce, modify (including creating derivative works), and distribute any Work Product or any related Intellectual Property Rights in any manner or for any purpose other than as required for the performance of the Contractor's obligations under this Agreement.

(b) The Contractor:

(i) hereby irrevocably and unconditionally assigns and transfers to the Province, effective as of the date that each Work Product is created, all right, title and interest throughout the world in, to and associated with each Work Product and all related Intellectual Property Rights, free and clear of any and all liens, encumbrances, charges and interests whatsoever of any other person, without any limitation of time and without restriction; and

(ii) represents and warrants that it has obtained duly executed written agreements that irrevocably and unconditionally waive in the Province's favour any and all non-transferable

rights (including all moral rights and rights of authorship and attribution), which the Contractor or Contractor Personnel may have in the Work Product, and confirm the vesting in the Province of all Intellectual Property Rights in the Work Product.

Upon request, the Contractor will deliver to the Province documents satisfactory to the Province which evidence that Contractor Personnel how have contributed to the development or creation of Work Product have assigned and transferred their rights in respect of such Work Product to the Contractor and provided the waiver contemplated in section 12.5(b)(ii).

(c) Sections 12.5(a) and (b) will not apply to Contractor Materials or Third Party Materials that are incorporated into any Work Product.

12.6 Province License to Contractor

The Province hereby grants to the Contractor for the Term a non-exclusive, revocable, worldwide, non-transferrable, fully paid-up, royalty-free right and license for the Contractor and Contractor Personnel to use the Province Materials and the Work Product, solely as necessary for the purpose of permitting the Contractor and the Contractor Personnel to perform the Contractor's obligations under this Agreement.

12.7 Ownership of Contractor Materials

As between the parties, and except as expressly set forth in this Agreement, the Contractor owns and retains all right, title, and interest in, to and associated with all Contractor Materials, including all related Intellectual Property Rights. For greater clarity, the ownership of any modifications to the Contractor Materials that may be made by either the Contractor or the Province during the Term will remain with the Contractor.

12.8 License of Contractor Materials

The Contractor hereby irrevocably and unconditionally grants, and agrees to grant, to the Province a non-exclusive, irrevocable, perpetual, worldwide, fully transferable, fully sublicensable, royalty-free, fully paid-up, unlimited and unrestricted right and license for the Province and the Province's employees, agents and contractors to use, reproduce, modify (including creating any derivative works), and distribute any Contractor Materials included as or forming part of a Work Product, and all related Intellectual Property Rights, for any and all purposes whatsoever at the discretion of the Province and the Province's licensees, including a right to sublicense to an Other Service Provider. If there are any Third Party Materials in the Contractor Materials, the provisions of section 12.9 will apply.

12.9 Consent for Contractor-Provided Third Party Materials

The Contractor will not include any Third Party Materials in any Work Product without the Province's express prior written consent in each instance. If the Contractor wishes to include Third Party Materials in any Work Product, the Contractor will make a request in writing to the Province. Each such request will:

(a) expressly identify the Third Party Materials and the affected Work Product, and provide details of the fees and other charges, if any, payable by the Province to a Third Party Provider or to the Contractor for the proposed use of the Third Party Materials; and

(b) include a copy of any license agreement or other terms and conditions governing the use of the Third Party Materials.

ARTICLE 13
PROVINCE INFRASTRUCTURE

13.1 Province Obligations

Subject to the terms of this Agreement the Province may, as may be reasonably necessary for performance by the Contractor of the Services, provide access to:

(a) Province-owned or licensed routine Software and other Third Party Materials;

(b) Province personnel, during Business Days and at such other agreed times as may be reasonably necessary for the Contractor to perform the Services; and

(c) certain Province Infrastructure.

13.2 Use of Province Infrastructure

The Contractor's access and use of the Province Infrastructure is subject to the following terms and conditions:

(a) The Contractor agrees that the Province Infrastructure will at all times be owned, operated, controlled and maintained by the Province, or on behalf of the Province by third parties, and that the Contractor obtains no rights or interests in or to the Province Infrastructure other than the right to access and use the Province Infrastructure solely as necessary for the purpose of performing the Services in accordance with this Agreement.

(b) Subject to section 13.4, Province will provide the Contractor with such reasonable access to and use of the Province Infrastructure as the Contractor may require solely as necessary for the purpose of performing the Services in accordance with this Agreement. The Contractor expressly agrees that it will not use or permit the use of the Province Infrastructure for any additional, ancillary or other purpose unless expressly agreed in writing by the Province.

(c) The Contractor will, and will cause all Contractor Personnel who access or use any part of the Province Infrastructure to comply with all applicable rules, and Policies and Procedures in effect from time to time in respect of the Province Infrastructure including, but not limited to, all Policies and Procedures dealing with confidentiality, security and the protection of Personal Information.

13.3 Termination of Rights to Province Infrastructure

The Contractor's right to access and use all or any part of the Province Infrastructure will terminate upon the earlier of:

(a) the completion of the Services for which the right to access and use the Province Infrastructure (or any part thereof) was granted;

(b) the termination or expiry of this Agreement or, if any Transition-Out Period extends beyond the termination or expiry of this Agreement, the termination of the Transition-Out Period; and

(c) receipt by the Contractor of written notice from the Province terminating the Contractor's right to access and use the Province Infrastructure (or any part thereof).

13.4 Effect of Termination

Upon termination of the Contractor's right to access and use all or any part of the Province Infrastructure, the Contractor will promptly return to the Province all passwords, access codes, access cards and devices of any kind used to obtain access to and use of the affected part(s) of the Province Infrastructure.

ARTICLE 14
CONFIDENTIALITY

14.1 Acknowledgement

The Contractor acknowledges and agrees that, in connection with the performance of its obligations under this Agreement, the Contractor and its Subcontractors will have access to and Custody of certain highly confidential information, including Province Confidential Information, and that the confidentiality, privacy and security of such information, and in particular any Personal Information, is of paramount importance to the Province.

14.2 Protection of Confidential Information

At all times during the Term and thereafter, each party (the "**receiving party**") will keep and maintain all Confidential Information of the other party (the "**disclosing party**") in confidence using a degree of care that is appropriate to the nature and sensitivity of the information, but in no event less than a commercially reasonable standard of care that is in accordance with prudent industry practice in Canada or, if the Confidential Information is subject to more protective provisions in applicable enactments regarding Personal Information or privacy protection, including FOIPPA, no less than the degree of care mandated by those provisions.

14.3 Permitted Use and Disclosure of Confidential Information

The receiving party will not use, reproduce or disclose, either directly or indirectly, any of the disclosing party's Confidential Information without the disclosing party's prior written consent except, subject to more protective provisions in applicable enactments regarding Personal Information or privacy protection, including FOIPPA:

(a) where this Agreement expressly permits disclosure for the purpose; and

(b) to its personnel, subcontractors (including third party service providers of the Contractor to support the Contractor's infrastructure), employees, officers, professional advisors and auditors (and, in the case of the Province being the receiving party, to the Province's servants, contractors and agents) on a "need to know" basis as required to observe, perform and enforce, or exercise its rights under, this Agreement, provided that any person to whom a disclosing party's Confidential Information is disclosed will:

(i) be bound by contract, employment contract or oath of office to safeguard such Confidential Information on terms no less onerous than the terms of this Article 16, except to the extent authorized by whistle-blower law or statutory power or duty or required by law to divulge;

(ii) have the security clearance required by the Province, if any, to access the particular information;

(iii) have been advised of the confidential and proprietary nature of the disclosing party's Confidential Information; and

(iv) have been instructed to keep it confidential and, if the Province requires, have provided a confidentiality undertaking in a form acceptable to the Province.

14.4 Additional Permitted Disclosures by the Province

Notwithstanding the provisions of this Article 14, the Contractor agrees that the Province may disclose any of the Contractor Confidential Information:

(a) as may be required by the provisions of any Policies and Procedures or by Applicable Laws, including FOIPPA; or

(b) for the purpose of undertaking any procurement or similar process in connection with the selection of an Other Service Provider, provided that:

(i) such disclosure does not include any of the Contractor's internal financial information;

(ii) any third parties to whom such disclosure is made first execute and deliver to the Province a non-disclosure agreement among each of the Province, the Contractor, and such third parties); and

(iii) such disclosure will be restricted to the Contractor Confidential Information necessary to enable such parties to participate in the procurement or related process.

14.5 Exceptions to Obligation of Confidentiality

Other than with respect to Personal Information, the obligations of confidentiality contained in this Article 16 will not apply to any Confidential Information of a disclosing party to the extent that the receiving party can demonstrate that such Confidential Information:

(a) was, at the time of disclosure to the receiving party, in the public domain, or subsequently becomes part of the public domain through no fault of the receiving party or any person obtaining access to the Confidential Information through the receiving party;

(b) was in the possession of the receiving party at the time of disclosure to the receiving party, and was not the subject of a pre-existing confidentiality obligation;

(c) was lawfully received, not by accident or mistake, by the receiving party from a third party that was lawfully in possession of it and without an obligation to keep it confidential, provided that the receiving party keeps for review upon request by the disclosing party documentation establishing the third party as the source of the information, but only after such information becomes so available;

(d) was independently developed by the receiving party without the use of any of the disclosing party's Confidential Information or Intellectual Property; or

(e) is disclosed with the prior written consent of the disclosing party, but only to the extent of the consent.

14.6 Disclosure Compelled by Law

Subject to section 14.8, a receiving party will not be considered to have breached its confidentiality obligations under this Article 14 to the extent that the disclosure of a disclosing party's Confidential Information is required

to satisfy any Applicable Laws or the order of any court, administrative tribunal or other entity having binding authority, or pursuant to a subpoena, litigation hold, delivery request or similar instrument, provided that the receiving party:

(a) promptly upon receiving any such request, notifies the disclosing party of the terms and circumstances of the requested disclosure, unless it is legally prohibited from doing so;

(b) consults with the disclosing party regarding the nature and scope of the request;

(c) does not obstruct or interfere with, and to the extent practical, permits the disclosing party to obtain, a protective order or other remedy to limit, prevent, object to, enjoin, narrow the scope of, or otherwise contest the requested disclosure;

(d) discloses only that portion of the disclosing party's Confidential Information that it is legally obligated to disclose, and then only to the extent required; and

(e) if requested by the disclosing party, at the disclosing party's expense, seeks the highest protection level available for the disclosing party's Confidential Information.

14.7 Notification of Unauthorized Use of Province Confidential Information

Without limiting any obligation under Applicable Laws, or in **Schedule "J"** *(Privacy Protection Schedules)* or **Schedule "K"** *(Security Schedules)*, the Contractor will:

(a) promptly notify the Province of any actual or attempted unauthorized possession, use, access to or disclosure of the Province Confidential Information of which the Contractor becomes aware;

(b) promptly furnish the Province with details of the actual or attempted unauthorized possession, use, access or disclosure, and assist the Province with any investigation;

(c) cooperate with the Province in any litigation and investigation against third parties, as deemed necessary by the Province to protect Province Confidential Information, to the extent such litigation is related to this Agreement; and

(d) promptly use best efforts to prevent a recurrence of any unauthorized possession, use, access or disclosure of the Province Confidential Information.

14.8 This Agreement

The Contractor acknowledges that the Province is subject to FOIPPA, and that this Agreement (including all associated documents and records) may be subject to public disclosure under that legislation. For greater certainty, the Contractor hereby consents to the disclosure of the terms and conditions of this Agreement (and all associated documents and records) as permitted or required by FOIPPA (including by exercise of any statutory power or duty under FOIPPA).

ARTICLE 15
PRIVACY AND SECURITY

15.1 Privacy

In relation to the Province, the Contractor:

(a) acknowledges that it is a "service provider" within the meaning of FOIPPA; and

(b) will and will ensure that all Contractor Personnel, at all times, strictly comply with:

(i) their respective obligations under FOIPPA; and

(ii) **Schedule "J"** *(Privacy Protection Schedules)*; and

(c) will ensure that no Contractor Personnel resident outside Canada or travelling temporarily outside Canada (even if a Canadian citizen and resident) will have any access to, or use of any Personal Information, except as permitted in each case both under FOIPPA and by the Province in accordance with this Agreement.

15.2 Security Obligations

The Contractor will at all times make reasonable security arrangements to protect all Province Confidential Information, including Personal Information and any Province records used with, accessed by or generated through the performance of the Services, in accordance with the Province's requirements as advised to the Contractor from time to time. Without limitation, the Contractor will comply, and will ensure that all Contractor Personnel comply, with the Security Schedules attached as **Schedule "K"** *(Security Schedules)*.

ARTICLE 16
INDEMNITY

16.1 Indemnification

Notwithstanding any insurance coverage maintained under this Agreement, the Contractor will indemnify and save harmless the Province, its employees, agents, and contractors (collectively, the "**Province Indemnified Parties**") from any loss, Claim (including any Claim of infringement of third party Intellectual Property Rights), damage award, action, cause or action, cost or expense that the Province or any Province Indemnified Party may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends (each a "**Loss**"), to the extent the Loss is directly or indirectly caused by, contributed to, or resulting from:

(a) any act or omission of the Contractor or any of the Contractor's Subcontractors, agents, employees, officers, directors or other Contractor Personnel;

(b) breach by the Contractor of any representations or warranties under this Agreement, or any representation or warranty becoming untrue or incorrect;

(c) breach of or default under any agreement (other than this Agreement), license, permit or other obligation to which the Contractor is a party or by which the Contractor is bound which relates to the Services or the Deliverables;

(d) the death or bodily injury to any person resulting from negligence, wilful misconduct or malfeasance on the part of the Contractor or any of its Subcontractors, agents, employees, officers, directors or other Contractor Personnel; or

(e) loss of or damage to tangible property of any person resulting from negligence, wilful misconduct or malfeasance on the part of the Contractor or any of its Subcontractors, agents, employees, officers, directors or other Contractor Personnel.

16.2 Survival

The provisions of this Article 16, including the parties' obligations under this Agreement, will survive the expiration or earlier termination of this Agreement.

ARTICLE 17
INSURANCE

17.1 Insurance

Without limiting the Contractor's other obligations or liabilities under this Agreement, the Contractor must comply with **Schedule "L"** *(Insurance)*.

17.2 Workers' Compensation

Without limiting any other provision of this Agreement, the Contractor will comply with, and will ensure that all Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

17.3 Personal Optional Protection

The Contractor will, and will ensure that Subcontractors will, apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's or Subcontractor's expense, as applicable, if:

(a) the Contractor or Subcontractor, as applicable, does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and

(b) such personal optional protection insurance is available for the Contractor or Subcontractor, as applicable, from WorkSafeBC or other sources.

17.4 Evidence of Coverage

Within ten (10) Business Days of being requested to do so by the Province, the Contractor will provide the Province with evidence of the Contractor's compliance with this Article 17.

17.5 Subcontractors

The Contractor will cause its Subcontractors to carry liability insurance as required by this Article 17, to the extent appropriate given the scope and nature of the Subcontractor's obligations.

ARTICLE 18
DEFAULT AND TERMINATION

18.1 Events of Default

Each of the following occurrences will be deemed to be an "**Event of Default**" for the purposes of this Agreement:

(a) an Insolvency Event;

(b) a Change of Corporate Control of the Contractor without the Province's prior written consent;

(c) a failure by the Contractor to perform any of its obligations under this Agreement, or a failure to perform such obligations in a manner satisfactory to the Province;

(d) without limiting subsection 18.1(c) above, the Province determines, at its sole discretion and determination, that the Contractor's failure to perform any of its obligations under this Agreement place the health or safety of any person receiving Services at risk; or

(e) any representation, warranty or covenant made by the Contractor in this Agreement is or becomes untrue or incorrect.

18.2 Remedies for Default

Upon the occurrence of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

(a) by written notice to the Contractor, require that the Event of Default, when capable of being remedied, be remedied within the time period specified in the notice;

(b) pursue any remedy or take any other action available to it at law or in equity; or

(c) by written notice to the Contractor, terminate this Agreement, or any individual Services forming part of this Agreement, with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under subsection 18.2(a).

18.3 Delay Not a Waiver

No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of its rights.

18.4 Notice of Events of Default

If the Contractor becomes aware that an Event of Default has occurred or is likely to occur, the Contractor will promptly notify the Province and supply to the Province particulars of the Event of Default or anticipated Event of Default, along with the steps the Contractor proposes to take to address, prevent, prevent recurrence of, or mitigate the effects of the Event of Default, as applicable.

18.5 Termination by the Province for Convenience

In addition to the Province's right to terminate this Agreement or any part thereof pursuant to subsection 18.2(c), the Contractor agrees that the Province may terminate this Agreement or any Services to be provided pursuant to this Agreement, without penalty, for any reason or for no reason, upon not less than ninety (90) days' prior written notice to the Contractor.

18.6 Termination by the Contractor

The Contractor will have the right to terminate this Agreement if the Province is in material breach of its obligation to pay when due any undisputed amount which is not subject to withholding or set-off in accordance with Article 8, and the Province has failed to rectify the breach within sixty (60) days (or such longer period as the Contractor may provide) of receipt of written notice from the Contractor, which notice will state in detail the nature and specifics of the breach.

18.7 No Obligation to Invoke Dispute Resolution

A terminating party may, but will not be obliged to invoke the Dispute Resolution Process prior to exercising its termination rights pursuant to this Article 18.

18.8 Effects of Termination

In the event of the termination of any or all of the Services, the following will apply:

(a) **Continuity of Services**. Unless otherwise agreed or directed by the Province in writing, the Contractor will continue to perform the Terminated Services in accordance with this Agreement during any termination notice period referred to in section 18.2, 18.5 or 18.6 and, subject to Article 19, will use its best efforts to complete any uncompleted work to be performed as part of the Services by the end of the termination notice period so as to ensure a smooth transition of the Services to, or as directed by, the Province.

(b) **Province Facilities**. Unless otherwise directed by the Province, the Contractor will, and will cause all Contractor Personnel to, peacefully leave any Province Facilities made available to the Contractor in connection with the provision of the Terminated Services in accordance with section 13.4.

(c) **Payment Consequences of Termination**. Unless otherwise provided in Article 8, Article 19 or **Schedule "E"** *(Fees and Pricing Model)*, if this Agreement, or any Services are terminated in accordance with this Article 18:

(i) the Province will, within sixty (60) days of the effective date of termination, pay to the Contractor any unpaid and undisputed portion of the Fees owing in respect of any part of the Services that were delivered to the Province's satisfaction prior to the effective date of termination, subject to any rights with respect to set-off or withholding;

(ii) the Contractor will, within sixty (60) days of the effective date of termination, repay to the Province any prepaid portion of the Fees which corresponds to the portion of the Terminated Services that the Province has notified the Contractor in writing were either not delivered or were not delivered to the Province's satisfaction before termination, as well as any other amounts owing by the Contractor to the Province as of the effective date of termination.

The payment by the Province of the amounts described in subsections 18.8(c)(i) will be in full and final satisfaction of the Province's obligation to make any payments due to the Contractor under this Agreement or the terminated Services, as appropriate.

18.9 Survival

Unless otherwise expressly provided in this Agreement or as otherwise agreed by the parties, all provisions (and the obligations of the Province and the Contractor thereunder) which by their terms or nature are intended to survive termination or expiry of this Agreement, will so survive.

ARTICLE 19
TRANSITION SERVICES

19.1 Transition Services

The Contractor will provide services to the Province for the purpose of:

(a) transitioning-in upon the commencement of this Agreement ("**Transition-In Services**");

(b) transitioning the delivery of any Terminated Services to the Province or to an Other Service Provider at any time during the Term; and

(c) transitioning the delivery of all of the Services to the Province and/or to an Other Service Provider upon the expiry or termination of this Agreement,

(collectively, the "**Transition Services**").

19.2 Transition-In Services

The Transition-In Services are described in **Schedule "C"** *(Transition-In Services)*. The Contractor will provide all such reasonable assistance as the Province may require for the purpose of ensuring an orderly, effective and efficient transition of the Services from previous service providers to the Contractor.

19.3 Transition-Out Services

During the Transition-Out Period for any Terminated Services, the Contractor will provide the Province with any or all of the following materials and services, when and as requested by the Province (collectively, the "**Transition-Out Services**"):

(a) if the Province intends to engage one or more Other Service Provider(s) to provide all or any of the Terminated Services, assistance to the Province in connection with the preparation of any competitive procurement process, bid specification or similar document;

(b) cooperation with and assistance to the Province and/or an Other Service Provider in order to facilitate the transition of the Terminated Services to the Province or to the Other Service Provider, as designated by the Province, in an orderly, effective and efficient manner;

(c) all such other information as may be requested by the Province in order to ensure the efficient transition of the Terminated Services (or any of them) from the Contractor to the Province and/or to one or more Other Service Provider(s), including responses to any questions from the Province or any Other Service Provider(s) regarding the Terminated Services;

(d) copies of all records and relevant Documentation in electronic format, hard copy or both, as may be requested by the Province including a current listing and copies of all documented operational processes and procedures relating to the provision of the Terminated Services, as well as all Documentation relating to any Deliverables;

(e) a current listing of all Subcontractors involved in the provision of the Terminated Services and a description of their roles and responsibilities, copies of their Subcontracts (to the extent not previously provided to the Province) and, if requested by the Province, the assignment to the Province of any or all of the Subcontracts;

(f) assistance with the provision of agreed training for those persons designated by the Province who will be assuming responsibility for the Terminated Services;

(g) assistance with the transfer of any Dedicated Assets purchased by the Province or the Other Service Provider in accordance with section 19.6;

(h) a Transition-Out Plan, as described in section 19.4;

(i) continuity of the Terminated Services and other Services, as described in section 19.5; and

(j) such other services and materials as may be agreed in the Transition-Out Plan.

19.4 Transition-Out Plan

Within 60 days of request from the Province, the Contractor will develop and deliver a detailed plan for the transition of any Terminated Services from the Contractor to the Province or to one or more Other Service Provider(s) (each, a "**Transition-Out Plan**"). Transition-Out Plans will be subject to the Province's review and approval. Without limitation, a Transition-Out Plan must set out in detail the specific tasks to be accomplished by each party during the Transition-Out Period for the Terminated Service(s), and a schedule pursuant to which the tasks are to be completed. The Transition-Out Plan may include the disposition of property, other than real property, purchased solely with funds from the Province and the Contractor's obligations to the Province and others and will be informed by, but not limited to, the following considerations:

(a) whether the Contractor will continue to provide contracted services for the Province;

(b) whether any Dedicated Assets can be used by an Other Service Provider for the benefit of a child and youth;

(c) the value of the Dedicated Assets;

(d) whether or not the Contractor is intending to continue to remain in business providing services for children and youth;

(e) any rental or lease obligations of the Contractor;

(f) the Contractor's obligations to union and non-union employees;

(g) the impact of the Terminated Services on child and youth; and

(h) records retention and/or disposition.

The parties will monitor the performance of the Transition-Out Services and the Transition-Out Plan on a regular basis through the Relationship Management Process. The parties agree to provide to each other such reasonable information and assistance as may be required to create, revise, update and successfully execute each Transition-Out Plan.

19.5 Continuity of the Terminated Services and other Services during the Transition-Out Period

Unless otherwise directed by the Province, the Contractor will continue to provide the Terminated Services, as well as all Services that have not been terminated, during the applicable Transition-Out Period. The level of performance of the Terminated Services and any other Services by the Contractor during the Transition-Out Period must meet the applicable Performance Standards then in effect unless otherwise agreed between the

parties in the Transition-Out Plan. All applicable provisions of this Agreement will remain in effect during the Transition-Out Period.

19.6 Transfer of Dedicated Assets

Upon expiry or termination of this Agreement for any reason, and in connection with the transfer of the responsibility for the performance of any Terminated Services to the Province or to an Other Service Provider, as designated by the Province, the Province will have the right to purchase from the Contractor any tangible assets and equipment, used by the Contractor for the performance of the Terminated Services ("**Dedicated Assets**") for a price equal to the Contractor's undepreciated cost thereof, calculated in accordance with Canadian GAAP. The Contractor will provide to the Province such information as the Province may reasonably request, and will cooperate with the Province, to identify and evaluate the Dedicated Assets. Upon notice by the Province to the Contractor setting out the Dedicated Assets, if any, that the Province wishes to purchase, the Province and the Contractor will execute and deliver to each other all documents as may be necessary to transfer the Dedicated Assets to the Province, and the Province will pay the Contractor the purchase price for the Dedicated Assets purchased by the Province. In the event of a Dispute as to the purchase price for the Dedicated Assets purchased by the Province, the Contractor and the Province will complete the transfer of such Dedicated Assets but for the payment by the Province of the purchase price therefor, which will be paid by the Province upon resolution of that Dispute by agreement of the parties or pursuant to the Dispute Resolution Process. The Province may assign its right to purchase the Dedicated Assets under this section 19.6 to any Other Service Provider.

19.7 Transition-Out Period

The Contractor will provide the Transition-Out Services during the period commencing upon the date of the Province's written request for Transition-Out Services, and terminating upon the earlier of:

(a) the completion of the Transition-Out Services;

(b) any termination date specified by the Province in its request for Transition-Out Services; or

(c) subject to this section 19.7, within twelve (12) months from the expiry or earlier termination of this Agreement, (the "**Transition-Out Period**"). Notwithstanding the foregoing, if the Province is unable to complete the transition of the Services to the Province or an Other Service Provider, as the case may be, by the end of Transition-Out Period, then upon not less than thirty (30) days prior written notice to the Contractor, the Province may elect to extend the Transition-Out Period for up to six (6) months.

19.8 Charges for Transition Services

The Contractor will provide the Transition Services at no additional cost or charge prior to the expiry of the Term, using all available Contractor Personnel. Any Transition-Out Services provided after the termination or expiry of the will be consistent with **Schedule "E"** *(Fees and Pricing Model)* and in accordance with a budget jointly prepared by the parties and forming part of the Transition-Out Plan.

19.9 Equitable Remedies

The Contractor acknowledges that the Province would suffer irreparable harm if the Contractor breached (or attempted or threatened to breach) its obligations to provide Transition-Out Services to the Province as anticipated by this Article 19. In such event, the Contractor agrees that the Province may proceed directly to a court of competent jurisdiction without having to exhaust or utilize the Dispute Resolution Process. If the court

finds that the Contractor has breached (or attempted or threatened to breach) its obligations hereunder, then the Contractor will not oppose the entry of an appropriate order compelling performance by the Contractor and restraining the Contractor from any further breaches (or attempted or threatened breaches) of its obligation to provide Transition-Out Services as provided in this Article 19.

ARTICLE 20
GOVERNING LAW AND DISPUTE RESOLUTION

20.1 Governing Law and Jurisdiction

This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws of British Columbia and the laws of Canada applicable therein, without regard to principles of conflicts of law. To the extent to which any provision of this Agreement contemplates recourse to judicial proceedings, the parties agree that the courts of the Province of British Columbia will have exclusive jurisdiction unless otherwise expressly stated.

20.2 Dispute Resolution

Except as provided in section 20.5, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, or in respect of any defined legal relationship associated with it or derived from it (each, a "**Dispute**") will be referred to and finally resolved in accordance with **Schedule "I"** (*Conflict Resolution Protocol*).

20.3 Confidentiality and Mutual Efforts

During all negotiations before and during mediation, the parties will make good faith efforts to resolve any dispute amicably and provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations, which will be conducted in confidence and on a "without prejudice basis" and may not be introduced into evidence in any arbitration or legal proceedings. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations. Nothing in this section obliges a party to disclose any information subject to solicitor-client privilege or otherwise protected by Applicable Laws, including FOIPPA. Nothing in this section prevents disclosure necessary to enforce any arbitration awards.

20.4 Continuity of Services

In the event of a Dispute, and at all times before, during and after the conduct of the Dispute Resolution Process, the Contractor will, and will ensure that all Contractor Personnel, continue to perform the Services in accordance with this Agreement.

20.5 Exceptions

Nothing in this Article will operate to restrict either party from commencing, whether before invoking or pending resolution of the Dispute in accordance with this Article, legal or other formal proceedings to the extent available under the *Crown Proceeding Act* and other Applicable Laws to:

(a) apply for any interim relief pending resolution of the Dispute, including an injunction or provisional order to protect any Personal Information, Confidential Information or Intellectual Property Rights, or as otherwise permitted under this Agreement;

(b) pursue or defend any legal proceedings involving third parties;

(c) preserve any legal right or remedy from expiring due to a limitation period; or

(d) enforce any orders described in subsection 20.5(a) or any arbitration award.

ARTICLE 21
NOTICE

21.1 Notice

Unless otherwise specified in this Agreement, any notice, approval, consent or communication or other document that either party may be required or may desire to give to the other under this Agreement, will be in writing and will be conclusively deemed validly given to and received by the addressee if:

(a) delivered personally or by recognized courier service, on the date of delivery; or

(b) mailed by prepaid registered mail, on the third Business Day after the mailing of the same;

addressed, as the case may be, to the Province at:

Ministry of Children and Family Development
1340 Ellis Street
Kelowna, British Columbia V1Y 9N1

Attention: Joshua Crosthwaite, Director of Operations

or to the Contractor at:

ARC Programs Ltd.
118-1835 Gordon Avenue
Kelowna, BC V1Y 3H4

Attention: Shane Picken, CEO

21.2 Change of Contact Information

Either party may, from time to time, advise the other party by notice in writing of any change to its contact information as set out above, and from and after the giving of such notice, the applicable contact information specified in the notice will, for the purposes of this Agreement, be conclusively deemed to be the current contact information of the Province or the Contractor, as applicable.

21.3 Notice of Adverse Events

Subject to Applicable Laws and confidentiality obligations to which the Contractor may be bound, the Contractor will provide the Province with as much prior notice as is reasonable in the circumstances of any event relating to the Contractor or any of its Affiliates or Contractor Personnel that may become public knowledge or the subject of media coverage, and which could reasonably be expected to reflect negatively on the Province or to otherwise adversely impact the Province or the relationship between the parties. Where it is not possible for the Contractor to provide prior notice to the Province, the Contractor will notify the Province as soon as possible after the occurrence of the event.

ARTICLE 22
FORCE MAJEURE

22.1 Definition

In this Agreement, "**Force Majeure**" means any act or event that is beyond the reasonable control of a party (the "**Affected Party**") which the Affected Party is relying upon as justification for its delay or failure to comply with its obligations under this Agreement, and includes:

(a) acts of God or acts of nature, including hurricanes, tornadoes, landslides, lightning, earthquakes, floods, fires, storms, washouts;

(b) acts of public enemies, explosions, derailments, nuclear and radiation activities or fall out, wars (declared or undeclared), or warlike hostilities, mobilization or general military call-up, blockades, sabotage, civil war or revolutions, insurrections and riots, or acts of terrorism or piracy;

(c) outbreak of serious disease or epidemics, quarantines or other public health emergencies;

(d) restrictive court orders, laws or governmental regulations, but only to the extent that the Affected Party can demonstrate that the court order, law or governmental regulation was either:

(i) promulgated after the date of this Agreement, or

(ii) interpreted after the date of this Agreement by a court or administrative tribunal of competent jurisdiction to be restrictive in a manner or to an extent not generally accepted as being applicable prior to such interpretation;

(e) industrial relations disputes, including strikes or lock-outs (excluding lock-outs by the Contractor), work stoppages, work slowdowns or other labour disturbances, provided that the Affected Party has not in any manner caused or maintained the industrial relations dispute for the purpose of avoiding its obligations under this Agreement;

(f) the failure of a utility company to supply power or other required utilities to be provided by it; or

(g) the failure, malfunction or unavailability of telecommunications, data communications, computer applications, systems or Software and related services (other than the applications, systems, Software or services to be provided or supported by the Contractor as part of the Services), provided that in no event will:

(i) an act or event caused by or resulting from the Affected Party's negligence or default;

(ii) any default by any Contractor Personnel; or

(iii) any deficiency of or shortage of funds or financing;

constitute Force Majeure.

22.2 Notice

An Affected Party will give notice to the other party as soon as possible after the existence of Force Majeure becomes known by the Affected Party, and in any event no later than five (5) days after the date on which

Force Majeure became known to the Affected Party. An Affected Party that has given notice of Force Majeure hereunder will promptly notify the other party if Force Majeure ceases to exist.

22.3 Effect

Subject to section 22.6, in the event of Force Majeure affecting either of the parties' obligations under this Agreement, the time fixed for the fulfillment of any obligations so affected will be extended by such period of time as the parties may agree through the Relationship Management Process. In the event that the Affected Party is unable to perform any obligation under this Agreement due to Force Majeure for a period of one (1) month, the parties, in accordance with the Relationship Management Process, will meet and review in good faith the desirability of terminating this Agreement or, where appropriate, those obligations under this Agreement that are affected by Force Majeure. In the event that the parties are unable to agree as to the existence or duration of Force Majeure, or on the impact of Force Majeure, the matter will be resolved in accordance with the Dispute Resolution Process. In the event that the parties are unable to agree as to the existence or duration of Force Majeure, or on the impact of Force Majeure, the party that is not the Affected Party will have the right to immediately terminate the Agreement or, where appropriate, the affected obligations, upon written notice, and the provisions of Article 19 will apply.

22.4 Mitigation

The Affected Party will use all reasonable efforts to prevent, control or limit the effects of any delay or non-performance resulting from Force Majeure.

22.5 Resumption of Performance

Unless this Agreement has been terminated in accordance with section 22.3 or as otherwise permitted under this Agreement, an Affected Party that is prevented or delayed in the performance of its obligations under this Agreement by Force Majeure will promptly resume performance of its obligations after the cessation of Force Majeure.

22.6 Exception

To the extent to which an event or occurrence is both an event of Force Majeure and an event or occurrence covered by the Contractor's disaster recovery plan and/or the business continuity plan as described in Article 2 above, the Contractor's obligations under the disaster recovery plan and/or the business continuity plan will prevail over the provisions of this Article 22. Further, nothing contained in this Article 22 will excuse any default or failure to perform or comply with obligations arising under Article 6 (Subcontractors), Article 9 (Records), Article 12 (Proprietary Rights and Intellectual Property), Article 14 (Confidentiality), Article 15 (Privacy and Security), Article 16 (Indemnity and Liability), Article 17 (Insurance), and section 23.11.

ARTICLE 23
MISCELLANEOUS

23.1 Further Assurances

The Contractor will, upon the reasonable request of the Province, perform such acts, execute and deliver such writings, and give such assurances as may be reasonably necessary to give full effect to this Agreement.

23.2 Waiver

A waiver of any term or breach of this Agreement will be effective only if it is in writing and executed by or on behalf of an authorized representative of the waiving party, and will not constitute a waiver of any other term or breach of this Agreement.

23.3 Assignment by the Contractor

The Contractor will not assign or transfer, either directly or indirectly, this Agreement or any of its rights or obligations under this Agreement, including as a result of any Change of Corporate Control, without the Province's prior written consent, which consent may be given or withheld by the Province in its discretion.

23.4 Assignment by the Province

The Province may:

(a) assign any rights or transfer any obligations of the Province under this Agreement to any body established or authorized by or under enactment to continue or to perform any of the functions of the Province ministry then responsible for administering this Agreement, effective on the date set out in or under the enactment or in a written notice to the Contractor, without the Contractor's consent;

(b) if the preceding paragraph does not apply, assign any rights or transfer any obligations of the Province under this Agreement to any "government body" as defined in the FAA, effective on the date specified in a written notice to the Contractor, without the Contractor's consent; and

(c) if the preceding paragraphs do not apply, assign any rights of the Province under this Agreement to any person, effective on the date specified in a written notice to the Contractor.

23.5 Legal Relationship

The Contractor is an independent contractor and not the servant, employee, partner or agent of the Province. No partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or any action of the parties under this Agreement. For greater certainty, the Contractor does not have any authority to, and will not in any manner whatsoever, commit or purport to commit the Province to any obligation or liability of any kind, including the payment of any money to any person.

23.6 Amendment

Any alteration or amendment to the terms and conditions of this Agreement must be in writing and executed by the duly authorized representatives of both parties.

23.7 Publicity and Communications

The Contractor will not make any public announcement (including but not limited to press releases, publication of webpages, pamphlets, signs, or otherwise) relating to this Agreement except as permitted and in accordance with:

(a) the Province's policy on FCC communications, which the Province will make available to the Contractor;

(b) direction pursuant to the governance and contract stewardship framework described in Schedule "G"; or

(c) with prior written approval of the Province or as required by Applicable Law.

23.8 Transaction Costs

Each party will be solely responsible for its own legal, accounting and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement, and all other documents and instruments prepared, executed or delivered pursuant to this Agreement.

23.9 Remedies

The rights, powers and remedies of the Province in this Agreement are cumulative and in addition to, and not in substitution for, any right, power or remedy that may be available to it in contract, at law or in equity.

23.10 Binding Effect and Enurement

This Agreement enures to the benefit of and is binding upon the Province and the Contractor, and their respective successors and permitted assigns.

23.11 Conflict of Interest

Neither the Contractor nor any Contractor Personnel will, during the Term, engage in any activity, business or undertaking, including the provision of any services, that could create a conflict of interest or perceived conflict of interest with the Province in respect of all or any part of the Services and/or the performance of any of the Contractors' other obligations under this Agreement. The Contractor will immediately notify the Province if it becomes aware of an actual or potential conflict of interest, and will comply with any direction given by the Province in respect of the actual or potential conflict. Without limitation, the Province retains the right to prohibit any person (including the Contractor and any Contractor Personnel) from taking any action, delivering any products or services, or otherwise doing anything in connection with this Agreement if the Province determines, at its sole discretion, that such activity does or may result in a conflict of interest.

23.12 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part, it will be severable from this Agreement and the remaining provisions will not be affected and will continue in full force and effect to the extent permitted by Applicable Laws.

23.13 No Third-Party Beneficiaries unless Specifically Referenced

Nothing in this Agreement, express or implied, is intended to confer upon any person (other than the indemnified parties who are expressly indemnified pursuant to the provisions of this Agreement), any rights, benefits or remedies of any kind or character whatsoever, and no person will be deemed to be a third-party beneficiary under or by reason of this Agreement, unless specifically referenced in this Agreement.

23.14 Execution by Counterpart

This Agreement may be executed by the parties in any number of counterparts, each of which when so executed and delivered will be deemed to be an original and all of which together will constitute one and the same document. Delivery of an executed counterpart by email with a scanned PDF attachment will be effective to the same extent as if a party had delivered a manually executed counterpart.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

SIGNED on behalf of His Majesty the King in right of the Province of British Columbia by a duly authorized representative of the Minister of Children and Family Development:

For the Minister of Children and Family Development

Joshua Crosthwaite, Director of Operations
(Print Name of Authorized Signatory)

SIGNED on behalf of ARC Programs Ltd. by its duly authorized signatory:

(Signature of Authorized Signatory)

Shane Picken, CEO
(Print Name of Authorized Signatory)

Schedule "A"
DEFINITIONS

"**Affiliate**" means, with respect to any corporation, partnership or other incorporated or unincorporated organization, any person that controls, is controlled by or is under common control with such corporation, partnership or other incorporated or unincorporated organization, for the purposes of which "control" means the ability to exercise more than fifty percent of the voting shares, securities or other interests of a corporation, partnership or other incorporated or unincorporated organization, or to elect the directors or other managers of a corporation, partnership or other incorporated or unincorporated organization or to otherwise exercise control over the business and affairs of a corporation, partnership or other incorporated or unincorporated organization.

"**Agreement**" means this Services Agreement made between the Contractor and the Province, including all Schedules and Appendices attached hereto, as they may be amended from time to time in accordance with the terms hereof.

"**Annual Service Plan**" is an annualized plan, developed by the Contractor, to relay to the Province how the Contractor will be delivering the Services.

"**Applicable Laws**" means all applicable laws, including any statute, regulation or bylaw, treaty, directive, policy having the force of law, order, judgment, injunction, award or decree of any government body, that are binding on the parties (or on either party, as applicable), and in effect from time to time, or that are otherwise applicable to the performance of the Services.

"Board Certified Behavior Analyst" or "BCBA" is a graduate-level certification in behavior analysis. Professionals certified at the BCBA level are independent practitioners who provide behavior-analytic services.

"**Business Day**" means a day, other than a Saturday or Sunday or a statutory holiday, on which provincial government offices are open for normal business in British Columbia.

"**Change of Corporate Control**" means a change, directly or indirectly, in the ownership of more than fifty (50%) of the issued and outstanding shares or other ownership interest in an entity, or in the case of entities other than corporations, a similar structural reorganization whereunder the effective control of the entity is transferred to a third party.

"**Children and Youth with Support Needs**" or "**CYSN**" are children and youth who are experiencing, or have an increased likelihood of experiencing, Developmental Delay or Disability and who require support to optimize their development, Functional Abilities and Quality of Life.

"**Claim**" means any and all claims, third party claims, counterclaims, complaints, demands, proceedings, actions, causes of action and suits, and investigations of any nature or kind whatsoever and howsoever arising, whether known or unknown, whether in law or in equity or pursuant to contract or statute, and whether in any court of law or equity or before any arbitrator or other body, board or tribunal.

"**Confidential Information**" means Province Confidential Information and/or Contractor Confidential Information, as the case may be.

"**Contract Documents**" means all documents that are incorporated into or form part of this Agreement, whether by attachment or reference.

"**Contractor**" has the meaning ascribed to it on page 1 of the Agreement.

"**Contractor Confidential Information**" means any trade secret, commercial, financial, labour relations, scientific or technical information of the Contractor or its Subcontractors in whatsoever form or media, whether in writing, electronic form or communicated orally or visually that the Contractor both treats as confidential and, at the time of disclosure explicitly supplies in confidence under this Agreement to the Province. Notwithstanding the foregoing, the "**Contractor Confidential Information**" will not include any Province Confidential Information, Province Materials or Province Intellectual Property, whether incorporated into or otherwise forming a part of the Contractor Confidential Information.

"**Contractor Materials**" means any assets, materials, Software, data, databases, information (including Contractor Confidential Information), documents and other property provided to the Province by the Contractor or a Subcontractor, and all Contractor Intellectual Property, that is: (a) in existence prior to the execution of this Agreement; or (b) not in existence prior to the execution of this Agreement but developed independently of this Agreement.

"**Contractor Personnel**" means, as the context may require, the Contractor employees, contract personnel and volunteers, Subcontractors and Subcontractor employees, contract personnel and volunteers, collectively or any one of them.

"**Contractor Personnel Claim**" means any third party claim (i) for salary, wages, benefits, termination or severance costs, or other compensation related to their employment or other engagement by the Contractor, including in respect of the matters described in sections 5.2; and/or (ii) for any fines, penalties and interest for or by reason of, or in any way arising out of, the Contractor's failure to deduct, withhold or contribute any amount in respect of withholdings, source deductions, premiums, contributions, Taxes or payments for which the Contractor is responsible in respect of Contractor Personnel.

"**Contractor Records**" means all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement.

"**Core Services**" means the delivery of developmental and goal-focused services provided for CYSN recipients, including but not limited to delivery of the CYSN services directly to recipients, administration, staffing, reporting, contract management, as more particularly described in **Schedule "B"** *(Services)*.

"**Crown Proceeding Act**" means the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89.

"**Culturally Safe**" is a transformation of relationships where the needs and voice of children, youth and their families take a predominate role. It is a theory and practice that considers power imbalances, institutional discrimination, colonization, and colonial relationships as they apply to social policy and practice. Cultural safety involves actively exploring and challenging complex power relationships including the way that bias, stereotyping, discrimination, and racism impacts how services are delivered and received.

"**Custody**" means to have physical possession and immediate responsibility for the safekeeping, preservation and protection of a record.

"**CYSN Framework**" has the given to it in section 8.5 a) ii. of **Schedule "B"** *(Services)*.

"**Deliverable**" means any item or service that the Contractor is required to deliver to the Province pursuant this Agreement or otherwise in connection with the Services, and includes all associated Documentation and Software code in any form including source code.

"**Developmental Delay**" refers to a significant delay in achieving age-expected "norms" or milestones within the domains of gross and fine motor skills, speech and language, social and personal skills, activities of daily

living, and/or cognition. There are many factors that can contribute to a developmental delay (e.g., biological, environmental), which can sometimes help to identify children with an increased likelihood of disabilities. Children reach developmental milestones at their own pace and any lags may not be permanent for some.

"**Developmental Services**" has the meaning given to it in section 8.1 of **Schedule "B"** *(Services)*.

"**Disability**" refers to an ever-evolving concept that, for the purpose of this Agreement, is used as an umbrella term to recognize any physical and/or cognitive condition that may create limitations for a child or youth to do certain activities and/or interact with those around them. Disability is a complex and varied collection of conditions that is influenced by social and environmental factors. This term is used mindfully, understanding that language used to refer to people with physical and/or cognitive conditions can be stigmatizing and a form of labelling. The intent of CYSN services is not to characterize children and youth with a disability solely in terms of impairment or inabilities, or "something to fix". Rather, the focus is to enable children and youth to function to the best of their ability, whatever that ability may look like.

"**Disability Services**" means services that may be provided when a child or youth has a prolonged Disability that moderately to significantly impacts their activities of daily living, mobility, social engagement, and/or inclusion.

"**Dispute Resolution Process**" means the process described in sections 22.2 to 22.6.

"**Documentation**" means documentation forming part of, or necessary for the proper use of the Services and Deliverables in accordance with this Agreement and includes, as applicable and available, user manuals, business process maps, functional specifications, technical specifications, systems operations manuals, console operations manuals, linking instructions, error logs and reports, scripts, forms, templates, and other manuals and reports, whether in printed or electronic format.

"**Electronic Transactions Act**" means the *Electronic Transactions Act*, S.B.C. 2001, c. 10.

"**FAA**" means the *Financial Administration Act*, R.S.B.C. 1996, c. 138.

"**Family Connection Centre**" or "**FCC**" means a centre established to deliver an array of services to children and youth (from birth up to their 19th birthday) who have a perceived increased likelihood of a developmental delays, or a confirmed developmental need or disability, and their families or caregivers. Each FCC is responsible for delivering the Core Services a within a set geography, has a physical location, delivers in-person and virtual services to CYSN via home visits or outreach teams, where appropriate.

"**Fees**" means the fees payable to the Contractor by the Province for the Services, as set out in **Schedule "E"** *(Fees and Pricing Model)*.

"**Family-centred**" is a set of values, attitudes, and approaches to services for children [and youth] and their families. Family-centred service recognizes that each family is unique; that the family is the constant in the child's [or youth's] life; and that they are the experts on the child's [or youth's] abilities and needs. The family works with Contractors to make informed decisions about the services and supports the child [or youth] and family receive. In family-centred service, the strengths and needs of all family members are considered.

"**Fiscal Year**" has the meaning ascribed to it in the FAA.

"**FOIPPA**" means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165.

"**Functional Abilities**" is the potential or actual capacity of an individual to perform activities or tasks, with consideration for the biological, psychological, environmental, and social aspects of an individual. This can include such things as movement and mobility, communication, daily living skills, play, and work.

"**Goal-Focused Services**" has the meaning given to it in section 8.2 of **Schedule "B"** *(Services)*

"**IM/IT Standards**" means the Province's Information Management/Information Technology Standards, as revised by the Province and advised to the Contractor from time to time, and found here: https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures/im-it-standards.

"**Indigenous**" refers to the First Nations, Inuit, and Métis peoples of Canada. The term Indigenous does not identify the uniqueness and diverse cultures of First Nations, Inuit, and Métis peoples and is often viewed as a "pan-Indigenous" approach. In this Agreement, "Indigenous" is intended to be inclusive of status and non-status First Nations both on- and off-reserve and Inuit peoples. It is recognized that Indigenous peoples have the right to define and identify themselves as they choose.

"**Integrated Case Management System**" or "**ICM**" is the primary mission critical application utilized by the Province's social sector ministries for delivering income assistance and child protection and welfare services throughout the province of British Columbia.

"**Information Management Act**" means the *Information Management Act*, S.B.C. 2015, c. 27.

"**Insolvency Event**" means any of the following: (a) an order is made, a resolution is passed or a petition is filed, for the liquidation or winding up of the Contractor; (b) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency; (c) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) RSC 1985 c. B-3, or similar legislation in other jurisdictions, is made by the Contractor; (d) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada) RSC 1985 c. 36, or similar legislation in other jurisdictions; (e) a receiver or receiver-manager is appointed for any of the Contractor's property; or (f) the Contractor ceases, in the reasonable opinion of the Province, to carry on business as a going concern.

"**Intellectual Property**" means intellectual, industrial and intangible property of whatever nature and kind in any jurisdiction, including software, trade secrets, inventions, innovations, discoveries, developments, formulae, product formulations, processes, compositions of matter, databases, names, trademarks, logos, works of authorship, works subject to copyright, guides, manuals and designs, and including modifications to any of the foregoing, in all cases whether patented or patentable, whether registered or unregistered, and in any medium whatsoever.

"**Intellectual Property Rights**" means any and all rights in respect of, in or to Intellectual Property, whether pursuant to statute, common law or other laws anywhere in the world, including any and all:

(a) copyrights and the benefit of any waivers of moral rights;

(b) database rights;

(c) trademarks, tradenames and service marks;

(d) patents and patent applications;

(e) rights and obligations in respect of trade secrets; and

(f) all applications, registrations, renewals, extensions, continuations, divisions, reissues, and restorations relating to any such rights (where applicable), now or hereafter in force and effect throughout the world (including any rights in any of the foregoing).

"**Interpretation Act**" means the *Interpretation Act*, R.S.B.C. 1996, c. 238.

"**Interventions**" are child and youth-focused services delivered through a team approach that are directed and guided by a goal-based plan for the child or youth. The services are delivered by a range of professionals using a variety of delivery modes, including education, consultation, direct service (episodic, short- or long-term), provision of home programs (jointly designed for child, youth, families, and caregivers, and for families to carry out) and coaching.

"**Local Service Area**" or "**LSA**" means the localized, geographically bounded area in which the Services will be delivered, as more particularly described in Schedule "B" (*Services*); For further information, see the *MCFD Boundaries* map, located here: https://www2.gov.bc.ca/assets/gov/family-and-social-supports/data-monitoring-quality-assurance/service-delivery-area-search/map_office_locations.pdf

"**MCFD**" or the "**Ministry**" means the government of British Columbia's Ministry of Children and Family Development.

"**My Support Plan**" means the tool provided from MCFD to assist CYSN in support and planning.

"**Network of Centres**" or "**NoC**" has the meaning given to it in section 6.1 of **Schedule "B"** *(Services)*.

"**Other Service Provider**" means a third party service provider engaged or to be engaged by the Province to perform all or any part of the Services and/or to provide the Deliverables or any other products or services.

"**Personal Information**" has the meaning given to it in **Schedule "J"** *(Privacy Protection Schedule)*.

"**Policies and Procedures**" means the Province's policies, procedures, guidelines, guides, core values, objectives, processes and standards, including the IM/IT Standards, in effect at any time and from time to time, that are applicable to the Services or Deliverables, and which are referred to in this Agreement or in respect of which the Province has given the Contractor notice in writing, but expressly excluding policies regarding human resource management.

"**Privacy Impact Assessment**" or "**PIA**" means a process used by the Province to evaluate and manage privacy impacts and to ensure compliance with privacy protection rules, policies, legislation and responsibilities.

"**Province Confidential Information**" means, and includes all information contained in or data about, any Personal Information, Province records or Province Materials, and any other information other than information that the Province makes available to the general public accessible, accessed or obtained by the Contractor or a Subcontractor as a result of this Agreement, whether or not in record form or communicated orally or visually, and whether or not designated as confidential (or with a similar designation).

"**Province Data**" means data provided by or on behalf of the Province in connection with this Agreement, or used, stored or generated by or on behalf of the Province or other users through the use of the Services or any Work Product, and all data and other works derived from such data, and includes all Intellectual Property Rights therein.

"**Province Director**" means the individual designated by the Province, with the authority to provide direction to the Contractor, who is the Province's primary contact in connection with the administration of this Agreement.

"**Province Facilities**" means physical office space and other facilities owned, occupied, leased or otherwise under the control of the Province.

"**Province Infrastructure**" means the information technology and information management systems, including the ICM, or parts thereof, which are owned and operated by the Province, or by third parties on behalf of the Province, and which may include shared resources which are used by the Province to support and deliver other services.

"**Province-Licensed Item**" means Third Party Materials owned or supplied by a Third Party Provider, which are included in or comprise a portion of the Province Materials, and which are used by the Province pursuant to a license granted by or on behalf of the Third Party Provider.

"**Province Materials**" means all assets, materials, Province Data, databases, files, content, information (including Province records and Province Confidential Information), software, systems, documents and other property that are provided by or on behalf of the Province to the Contractor or a Subcontractor, but expressly excludes Province-Licensed Items.

"**Province Records**" includes:

(a) client records containing Personal Information created or produced by the Contractor as a result of this Agreement unless otherwise specified in this Agreement; and

(b) all records other than Contractor Records, received from or on behalf of the Province by the Contractor or any Subcontractor in the course of providing the Services or otherwise in connection with this Agreement including materials, files, content, information (including Province Confidential Information), findings, software, data, specifications, drawings, reports, documents and Work Product.

"**Provincial Services**" means services intended to support and enable families to access CYSN services other than those offered by the Contractor pursuant to this Agreement.

"**Quality of Life**" is the extent to which a person feels comfortable and satisfied with the entirety of their life.

"**Relationship Management Process**" means the communications channels and processes described in **Schedule "G"** *(Governance and Stewardship)*.

"**Security Threat and Risk Assessment**" or "**STRA**" means a risk assessment conducted by the Province which aims at identifying potential information security exposures and weaknesses.

"**Service Delivery Principles**" means the service delivery principles set out, as set forth in **Schedule "D"** *(Service Delivery Principles)*, as amended from time to time.

"**Software**" means software applications, software tools, libraries, development and test environments, methodologies and computer programs, including all versions thereof and in any form, and all related documentation, manuals, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, technology and techniques.

"**Specialized Homes and Support Services or " SHSS** "is a suite of services within the ministry's broader system of care. It is comprised of four distinct service types: Emergency Care; Low-Barrier Short-Term Stabilization Care; Respite Care; and Specialized Long-Term Care. Each of the Specialized Homes and Support Services contracts has within its care type: service expectations, deliverables, and intended outcomes across the province.

"**Subcontractor**" means any subcontractor retained by the Contractor, or any person retained by any such subcontractor, to provide any of the Services or perform any obligations on behalf of the Contractor pursuant to this Agreement.

"**Support Plan**" has the meaning given to it in section 7.2 of **Schedule "B"** *(Services)*

"**Taxes**" means any and all taxes, fees, levies, or other assessments, including federal, provincial, local, or foreign income, capital, profits, excise, real or personal property, sales (including PST), Withholding Taxes, social security, occupation, use, services, value added (and for greater clarification, including GST and PST), license, net worth, payroll, franchise, severance, stamp, transfer, registration, premium, windfall, environmental, customs, duties, unemployment, disability, or any similar taxes imposed by any taxing authority together with any interest, penalties or additions to tax and additional amounts imposed with respect thereto (including any fee or assessment or other charge in the nature of or in lieu of any tax) in each case, whether imposed by law or otherwise, and any liability in respect of any tax as a result of being a member of any affiliated, consolidated, combined, unitary or similar group.

"**Term**" means the term of this Agreement described in section 1 of **Schedule "B"** (*Services*), as may be extended in accordance with section 1 of **Schedule "A"**; provided that if any Transition-Out Period extends beyond the expiry of the Term or extension, the Term will be deemed to also include the Transition-Out Period.

"**Terminated Services**" means (i) if this Agreement has expired or has been terminated, all Services provided under this Agreement on the effective date of termination or expiry; or (ii) at any other time during the Term, any Services that the Province has notified the Contractor in writing that it no longer wishes the Contractor to provide.

"**Therapy Services**" are services provided by registered occupational therapists (OTs), physical therapists (PTs) and speech language pathologists (SLPs) that examine the abilities of children and youth to support them and their family to achieve their developmental and functional goals.

"**Third Party Materials**" means any assets and technologies (including hardware, Software and other materials) in which neither the Province nor the Contractor owns all rights, title and interest and, for greater certainty, includes open source software.

"**Third Party Provider**" means the third party owner or licensor of any Third Party Materials.

"**Transdisciplinary Models**" of practice aim to provide more family-centred, coordinated, and integrated services to meet the complex needs of children with disabilities and their families. Transdisciplinary service is defined as the sharing of roles across disciplinary boundaries so that communication, interaction, and cooperation are maximized among team members.

"**Trauma-informed**" means integrating an understanding of trauma into all levels of care, system engagement, workforce development, agency policy and interagency work.

"**Work Product**" means all items and materials (including reports, documents, designs, plans, presentations, Software, and all configurations, modifications, enhancements, additions and interfaces to or of Software) which are prepared or created by or on behalf of the Contractor in the performance of the Services to or for

the benefit of the Province pursuant to this Agreement, and includes all Deliverables as well as all associated Documentation and Software code in any form including source code.

"**Workers Compensation Act**" means the *Workers Compensation Act*, R.S.B.C. 1996, c. 492.

Schedule "B"
SERVICES

1. Term

1.1 The term of this Agreement commences on **December 14, 2022, and ends on December 13, 2025**, unless extended by the Province pursuant to section 1.2 below.

1.2 The Province, at its option, may extend this Agreement for up to two (2) additional one (1) year terms. If the Province wishes to exercise its option to extend this Agreement, it may do so by providing the Contractor with written notice of the Province's intention to extend no later than sixty (60) days prior to the expiry of the then applicable Term.

2. General

2.1 Systems, Software and Applications

a) The Contractor must use Province Infrastructure, including ICM, as directed by the Province and in accordance with Article 13 of the Agreement, to perform the Services and meet the Contractor's obligations under the Agreement.

b) The Contractor must at all times throughout the Term maintain, in accordance with the Policies and Procedures, a fully current, accurate and complete file in ICM for each child and youth while providing services to or for the child and youth and immediately inform the Province when the Contractor's provision of services to or for the individual or child and youth is complete.

c) To assist the Contractor in performing and providing the Services and meeting the Contractor's obligations under the under the Agreement, the Contractor:

1. will use webpages, electronic links and templates in accordance with the Policies and Procedures; and

2. may use any other information technology system or software program or application only:

i. for any functionality that is not provided by the Province Infrastructure and the Province's software programs or applications (including Province Licensed Items).

ii. after demonstrating to the Province's satisfaction that the information technology system, or software program or application meets all requirements described in **Schedule "J"** and **Schedule "K"** and any Policies and Procedures relating to privacy, confidentiality and security.

2.2 Province Initiatives:

a) At the request of the Province, the Contractor must participate in any Province initiative and provide any assistance to the Province with respect to the Province initiative that the Province may request.

b) If the Province requests the Contractor to participate in and provide assistance to the Province with respect to any Province initiative that involves the Contractor's collection of

personal information from any individual or child and youth, the Contractor must first obtain the individual's or child and youth's consent to such collection in writing using a form developed by the Province for that purpose and provided by the Province to the Contractor.

2.3 Accreditation

a) The Contractor must provide to the Province proof of active accreditation in accordance with the Policies and Procedures within the first year of this Agreement of service and proof of maintenance thereafter.

2.4 Marketing, Advertising and Communications

a) The Contractor will, for any marketing, advertising or communication purpose, prepare, produce, publish, post, distribute or use any material, including electronic material and signage, in accordance with Section 23.7 of the Agreement and the Policies and Procedures.

b) Upon request by the Province, the Contractor will create a Family Connections Services website for the LSA. The website must be separate from any other website hosted or used by the Contractor, meet all applicable requirements described in the Policies and Procedures and be linked to the Province's Family Connection Centres website in accordance with the Policies and Procedures.

c) If the Contractor uses social media for purposes of the Family Connections Centre and performing the Services, upon request by the Province, the Contractor will create, for each social media platform the Contractor uses, a Family Connections Services account for the LSA. The account for any social media platform must be separate from any other account the Contractor uses for that social media platform and meet all applicable requirements described in the Policies and Procedures.

3. Annual Plans

3.1 Annual Service Plan

a) The Contractor must prepare and deliver to the Province for the Province's approval, the Contractor's proposed Annual Service Plan:

1. For fiscal 2022-2023, the plan attached at **Appendix B1**.

2. For each subsequent fiscal of the Term by **January 15** of each year beginning in 2023 for the Fiscal Year that starts April 1 of that year.

b) The Contractor must prepare each proposed Annual Service Plan in accordance with the information and instructions contained in the Annual Service Plan template provided by the Province from time to time.

3.2 Annual Service Plan Contents

a) The Annual Service Plan for the Fiscal Year must include a comprehensive description of each of the following elements of the Contractor's plan for performing the Services during the Fiscal Year:

1. Vision and Mission statements
2. Community Connection and Relationships;
3. Reconciliation and Cultural Safety;
4. Staffing Model and Subcontracting Status;
5. Service Model and Alignment Community Needs; and
6. Strategic Goals and Objectives.

3.3 Province Approval of Annual Service Plan

a) Province will notify the Contractor whether it approves the Annual Service Plan for the upcoming fiscal year.

b) All approved Annual Service Plans will be incorporated at **Appendix B1** to this **Schedule "B"**.

c) If an Annual Service Plan is not approved by the Province, the Province and Contractor will meet and negotiate to reach agreement on the Annual Service Plan, following the procedures set out in Article 4 of the Agreement (Relationship Management).

3.4 Cultural Safety Plan:

a) The Contractor must develop and maintain a cultural safety plan, in the form provided by the Province from time to time, for their organization and their services so all staff members and children, youth, and families that interact with the organization experience cultural safety.

b) The cultural safety plan must incorporate ongoing training for cultural sensitivity, agility, and humility for all staff members, and that training must be as reflective of the communities served by the organization as possible.

c) The Contractor must make every effort to provide sufficient time for staff to debrief their cultural safety training and practice self-reflection so that cultural safety training can be fully integrated into decision making and relationship building processes.

d) The Contractor must make every effort to develop and regularly evaluate their cultural safety plan collaboratively with representatives from the children, youth, families and communities they serve. This plan will form the basis and foundation of a ongoing relationship between the contractor and local First Nations and Indigenous Communities and should be signed off by these partners. The contractor must adapt and change their cultural safety plan and the resulting actions and training to reflect feedback from the children, youth, families and communities they serve.

4. Local Service Area:

4.1 The Contractor must provide the Services in the Local Service Area **Central Okanagan**

5. Service Delivery Channels

5.1 The Contractor must deliver services that are:

a) within the child, youth's and family's preferred environment, whenever possible

b) recognizes Indigenous traditional geographic boundaries

c) as close as feasibly possible to the child or youth's community and family

d) inclusive of the child or youth and family to enable them to support the outcomes of services (e.g., recreation service providers, education)

5.2 The Contractor will provide the Services to the general public and the child and youth through three service delivery channels:

a) Each Family Connection Centre in the Network of Centres, if any, as described in **Appendix B2** to this **Schedule "B"**

b) Outbound:

1. provide mobile 'in-person' services via home visits or outreach teams where appropriate.

2. The Contractor must ensure that these mobile 'in-person' services:

i. Are provided at the consent of the child or youth and their family;

ii. Are safe for employees; and

iii. Any other requirements, as directed by the Province, for the provision of mobile services

c) Virtual environments that are:

1. are safe, structured, and predictable;

2. are developmentally appropriate, Culturally Safe, and accommodating of medical and developmental needs;

3. reflect the needs of the children and youth being cared for and enable their effective care and support;

4. meet Province privacy and security requirements as described in Article 15 and **Schedule "I"** and **Schedule "J"** of the Agreement; and

5. utilize web technology tools that are available through cellular data/mobile enabled, as needed.

6. Accessibility Requirements

6.1 Accessibility

a) The Contractor will ensure that:

1. the general public and child and youths throughout the LSA have access to Services; and

2. in providing the Services to the general public and child and youth, the Contractor at a minimum meets the accessibility standards.

b) The Contractor must establish the means to communicate and provide services to child and youth and the public in person, by telephone and other virtual means of communication, as long as the Contractor first meets the requirements set out in section 5.2c)) of this Schedule for each such other virtual means of communication.

6.2 Service Hours

a) The Contractor must set the daily hours of operation in accordance with the needs of the general public, child and youth and the communities in the LSA and must include during each calendar week of the Term, hours of operation that occur on days that are not Business Days or after 5:00 PM on Business Days.

7. Family Connections Centre and Networks of Centres

7.1 General

a) The Contractor will establish and operate, at a minimum, a Family Connection Centre at each of the locations set out in **Appendix B2** (the "**Network of Centres**" or "**NoC**"):

b) The Contractor may not change the location of any Family Connection Centre or make any other material change to any Family Connection Centre without first obtaining written approval from the Province.

c) The Contractor must make available from each Family Connection Centre, any Service the Contractor provides to the general public and all child and youth.

7.2 Centre Hours of Operation

a) The Contractor must ensure that each Family Connection Centre is open to child and youth and the general public for the hours described in section 6.2.

7.3 Location and Environment

a) The Contractor will ensure that each Family Connection Centre:

1. has interior and exterior signage in accordance with the Policies and Procedures;

2. meets accessibility requirements set out above and in accordance with the Policies and Procedures;

3. has convenience to transportation routes, including public transportation in communities where it is available, and convenient access to adequate public parking, that are at least equal to what is described for each in the Contractor's proposal;

4. contains basic information accessible by the general public about: (1) Family Connection Centre services, including brochures, posters and general marketing materials describing services and supports provided by the Contractor that are sufficient for individuals to understand the objectives of services and to make an informed decision about applying for services;

5. other community resources available in the LSA; and

6. meets any other requirement described in the Policies and Procedures.

7.4 Specific Requirements

a) The contractor must provide a physical environment for the Family Connection Centre locations that:

1. are Culturally Safe;

2. is welcoming to general public and child and youth with different abilities

3. are physically safe, structured, and predictable;

4. are developmentally appropriate and accommodating of medical, physical and developmental needs and aligns with the principles of universal design;

5. reflect the needs of the children and youth being cared for and that enables their effective care and comfort; and

6. are physically accessible to meet the needs of the children, youth, and families that will be accessing services, accommodating to any physical or mobility needs.

b) The Contractor must provide space for clinical mental health professionals to work, but not for providing these services. Clinical mental health professionals providing service to children and youth out of a Family Connection Centre, will work as part of a collaborative team that includes staff at the Family Connection Centre, the local integrated child and youth team, and other teams in the community. Services may be delivered onsite, through outreach, virtual and/or via outbound support.

c) The Contractor will provide dedicated confidential drop in space for community professionals (e.g. public health, mental health, therapists, etc.) to enable bridging of community support as required.

d) The Contractor will provide confidential meeting space appropriate for supporting virtual services as outlined in 5.2c.

8. Service Deliverables

8.1 The Contractor will provide or deliver, or will cause to be provided or delivered, the following with respect to developmental services (collectively, the "**Developmental Services**"):

a) Developmental Services are intended for children, youth, and their families where there is a PERCEIVED likelihood of Developmental Delay or Disability. These services are provided to a child or youth when a family member or professional (example: a physician, community nurse, childcare provider, etc.) has indicated a concern regarding the child or youth's development. These services include the following:

1. Education and Guidance

i. The purpose of this service is to provide a low-barrier connection to a family where child and youth developmental concerns have been raised. Education and guidance provide an important entry point for families to further screening and, if needed, developmental monitoring.

ii. This service will provide evidence-informed information and guidance regarding child development, available services within the centre, and linkages to Ministry Disability Services and Provincial Services, as needed. This is often the 'first touch-point' to the FCC for a family.

iii. Information and guidance will be provided in a variety of formats to best meet the needs of the child, youth, and their family (e.g., provision of web pages, brochures, parent groups, play groups, etc.).

iv. The Contractor will make available upon request to the Province any educational materials intended for intake and guidance, including pamphlets, brochures, and website content.

v. The Province may also provide materials – such as a common website and branding. Where the Province provides content and or branding, this material must be used.

vi. The Contractor will ensure that their materials intended for intake and guidance are reflective of the languages commonly used in the community being served, reflective of the diversity of the communities served and are developed and reviewed with local communities and First Nations

vii. The Contractor will collaborate with the Province in the future development of educational materials.

viii. The Contractor is encouraged to work in partnership with, MCFD, other Contractors and First Nations in other geographic areas to develop any educational materials.

ix. The Contractor will deliver to the Province such reports as are required under **Schedule "H"** of this Agreement, or as requested by the Province from time to time respecting, the volume of children and youth that seek intake and guidance services, in form and content as determined by the Province.

2. Needs Based Screening

i. Developmental screening provides focused and standardized screening for a child or youth who has an increased likelihood of having a developmental delay.

ii. The purpose of this service is to assess a child or youth's developmental strengths and needs, within the context of their family, school and/or community, to determine if further assessment or monitoring is needed and what other information and guidance can be provided to support healthy child or youth development.

iii. The Contractor will make available to the Province upon request for purposes of audit and quality assurance all documented screening assessments, in form and content as determined by the Province.

iv. The Contractor will deliver to the Province such reports as are required under **Schedule "H"** (*Reporting Requirements*) of this Agreement, or as requested by the Province from time to time, respecting the volume and

demographics of children and youth that went through screening services, including the referral pathway (e.g. self-referred, community referral, etc.), outcome of the screening in form and content as determined by the Province.

3. Developmental Monitoring

i. Developmental monitoring is intended for any child or youth and their family where a likelihood of developmental delay has been highlighted through intake and screening.

ii. Developmental monitoring provides ongoing checkpoints regarding the child or youth's development and actively connects the family to continuing education and guidance to support child and youth development.

iii. The purpose of this service is to provide ongoing monitoring for children or youth who may have an increased likelihood of developmental delay or disability, and to facilitate timely referrals and access to service where applicable.

iv. The Contractor will deliver to the Province such reports as are required under **Schedule "H"** (*Reporting Requirements*) of this Agreement, or as requested by the Province from time to time, respecting the volume and demographics of children and youth currently receiving developmental monitoring services for each month, in form and content as determined by the Province.

v. The Contractor will make available to the Province all documented monitoring plans, including the frequency of check-ups and observations, in form and content as determined by the Province.

vi. The Province may, from time to time, conduct a review on a sample of these materials for the purposes of quality assurance.

8.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following with respect to goal- focused services (collectively, the "**Goal-Focused Services**"):

a) Goal-focused Services are intended for children, youth, and their families where there is an identified Developmental Delay or Disability. The purpose of Goal-Focused Services is to provide standardized and clinical assessment(s) of the child or youth's functional ability in the context of their family and circle of support, including their school and/or community to determine any need for further services, conduct support planning, and provide therapies and interventions. Specifically, goal-focused services include the following:

1. Functional Assessment

i. The functional assessment is comprised of standardized assessments to evaluate the child or youth's strengths, barriers, functional abilities, health condition and support needs within the context of their family and circle of support, including their school and/or community, with the purpose of determining the child or youth's need for services.

ii. The assessment will be used to determine potential eligibility for other Ministry Disability Services. (This includes collecting and sharing

information with Province staff to determine eligibility for disability services such as case coordination, respite and in-home supports, low-barrier short term stabilization services, equipment, etc.)

iii. During this assessment, identification of areas where the child or youth may benefit from further evaluation by other health professionals to further understand the nature of need will occur, including for any concurrent mental health concerns.

iv. If not fully contained within the ICM, upon request, the Contractor will make available to the Province all documented functional assessment reports, in form and content as determined by the Province.

v. The Province may, from time to time, conduct a review on a sample of these materials for the purposes of quality assurance.

2. Clinical Assessment:

i. This level of assessment is conducted by registered therapists, behavioural specialists, and, potentially, mental health clinicians, using a variety of assessment approaches and tools.

ii. The purpose of this clinical assessment is to match the type and amount of each service that may benefit the child or youth, for example, physical therapy or speech language therapy.

iii. Assessments conducted by Family Connection Centre clinicians will adhere to evidence-based assessment approaches and will rely on the clinical judgement of professionals within the Family Connection Centre.

iv. The outcome of this assessment will be a series of referral, intervention and/or therapy recommendations to meet the child or youth's assessed developmental needs.

v. The Contractor will make available to the Province all documented clinical assessment reports, in form and content as determined by the Province.

vi. The Province may, from time to time, conduct a review on a sample of these materials for the purposes of quality assurance.

3. Goal Development:

i. Goal development will then take place collaboratively with the child or youth and their family, as applicable and be centered on their needs and desires. The level of a child or youth's involvement in goal development will depend on their age and abilities. The purpose of this service will be to:

a. provide information to the child or youth and their family regarding the outcomes of clinical and functional assessments with the intention of assisting them to understand their strengths and to support the reduction of identified barriers, as identified in sub-sections a. and b. above;

b. collect necessary information about the needs and goals of the child or youth, and their family, this could include any past or present assessment, etc; and

c. identify key priorities and meaningful goals in collaboration with the child or youth, and their family that can support them to reach the outcomes listed in Schedule "H" (*Reporting Requirements*) of this Agreement.

4. Support Planning:

i. A support plan, as further described herein ("**Support Plan**") will be required for all families accessing Goal-Focused Services.

ii. Support Plans will be developed collaboratively with children, youth and families using a person-centered approach.

iii. Support Plans will be embedded and populated within the case management and information platform, with the ability to print a copy for families.

iv. Support Plans will include:

a. the child's gifts and strengths; likes and dislikes;

b. the child's cultural community and important considerations regarding the child's family and culture;

c. Identified goals written in the voice of the child and family;

d. Identification of how these goals align with the desired outcomes associated with the goal;

e. Strategies to achieve these goals and the supports/services supporting them;

f. The timeframe within which the Support Plan will be reviewed;

g. A scale indicating the level of goal attainment when reviewing the Support Plan;

h. Describe the review cycle for the Support Plan; and

i. Supporting transition to adult services.

v. The Contractor will, to the best of its ability, ensure that Support Plans are developed through person centred, trauma informed, and Culturally Safe processes are available to the family through the family portal and or are delivered to the child or youth and their family directly following the goal development session and no more than thirty (30) days after their goal development session.

vi. The Contractor will deliver to the Province such reports as are required under Schedule "H" of this Agreement, or as requested by the Province

from time to time, respecting the volume and demographics of children and youth currently receiving developmental monitoring services for each month, in form and content as determined by the Province.

vii. The Contractor will document all Support Plans according to the template provided by the Province from time to time.

viii. The Contractor will make available to the Province all documented Support Plans, in form and content as determined by the Province.

ix. The Province may, from time to time, conduct a review on a sample of these materials for the purposes of quality assurance.

x. The Contractor will provide to all families served the opportunity to complete a survey, with the intention of collecting feedback on their experience participating in the Support Plan development process. The Contractor will deliver all surveys, and make all completed surveys available to the Province, in a form and format determined by the Province from time to time.

5. Intervention and Therapy:

i. Interventions and Therapy Services are for children and youth from birth up to their 19th birthday and their family, who have identified functional needs that would benefit from intervention and/or therapy, as indicated in the child or youth's Support Plan.

ii. The purpose of this service is to promote the child or youth's development and to empower their family and circle of support to help them achieve their identified goals. This includes providing applicable education and skill-building opportunities to the child or youth, their family and circle of support through early childhood, school-age interventions, and family/peer coaching. It is a service expectation of the family service centre that professionals providing intervention and therapy services actively engage school-based teams (with consent from the child or youth and their family) to ensure consistent approaches to supporting a child or youth's Individualized Education Plan.

iii. Mental health supports, intervention and therapy services are time-limited, goal focused and may include:

a. Family supports assist families experiencing vulnerabilities to access the culturally safe help and services they need when they need it. Family support workers help identify and remove barriers to accessing and receiving services. For example, if a family is having difficulty getting to family service centre appointments, a family support worker could help them access local transportation or access their community connections for support.

b. Behaviour supports will be offered as a continuum of service within the family service centre. The services may include informational/educational group programs, parent coaching and more intensive individual intervention work. The services a family accesses will be determined by the identified functional needs of

the child and the goals of the family. For children with a higher functional need, a Behaviour Support Team may work with a family to develop goals related to the behaviour needs of the child. The focus is on the provision of child or youth-specific supports to improve their quality of life. Supports are provided by the FCC Behaviour Support Team in collaboration with other professionals. The Behaviour Support Team consists of Behaviour Consultants/Analysts, Behaviour Interventionists and Child and Youth Care Workers.

c. Educational services are group and individual services aimed at helping children, youth, and their families to meet their needs within the context of their community. Examples include Infant Development services, education sessions for families, Key Worker services, peer to peer supports, and life skills groups.

d. Therapies include regulated therapies to meet a child or youth's developmental and functional goals through group or individual sessions. Therapies are intended to be culturally relevant and safe including occupational therapy, physiotherapy, and speech and language therapy.

e. Clinical mental health services may be available for eligible children and youth at the FCC. Services will be delivered either onsite, through outreach, and/or via virtual support. The FCC is responsible for providing space for clinical mental health professionals to work, but not for providing these services. Clinical mental health professionals providing service to children and youth out of the FCC, will work as part of a collaborative team that includes staff at the family service centre, the local integrated child and youth team, and other teams in the community. Services may be delivered onsite, through outreach, and/or via virtual support.

iv. Intervention and Therapy Services that may be provided in support of a child or youth's Support Plan include:

a. Regulated, evidence informed and indigenous wise practice therapies to meet a child or youth's functional need (occupational therapy, physical therapy, and speech language therapy)

b. Behavioral supports for the child or youth who has a functional behavioral need, including support for their family/caregivers to best help the child or youth (behavioral intervention, behavioral consultant)

c. Clinical mental health supports for children and youth with support needs and any other child and youth development supports that are applicable and within the scope of FCC's Services

v. Interventions and Therapies may be delivered in any of the following ways in support of a child or youth's Support Plan:

a. Individual sessions

b. Group sessions

c. Facilitated and unfacilitated peer to peer sessions

d. Family skill building opportunities

e. Parent/guardian coaching

f. Provision of expert advice and coaching to staff in schools and community programs where the child is participating to maximize inclusion

vi. These services may be provided through any of the following channels in order to best support the child or youth, and their family:

a. Virtual settings

b. In-person settings

c. Other reasonable avenues as needed to ensure services are delivered where families are (e.g. in-home, in-community, in-school, etc.)

vii. The Contractor will deliver Intervention and Therapy Services to each child or youth and their family according to the Support Plan developed.

viii. The Contractor will make available to the Province all documentation regarding a child or youth's progress against their Support Plan, including the assessed achievement of goals.

ix. After 12 months of Intervention and Therapy services for a new child and youth, the Contractor will provide the respective families the opportunity to complete a survey, with the intention of collecting feedback on their experience receiving Therapy Services, and the assessed progress of their youth or child.

x. Upon every 12 month / year anniversary of receiving Intervention and Therapy services from the Family Connection Centre, the Contractor will again provide the respective family the opportunity to complete another survey.

xi. The form and content of all surveys will be provided by the Province from time to time.

xii. The Contractor will make all completed surveys available to the Province in a form and format determined by the Province from time to time..

8.3 The Contractor will provide or deliver, or will cause to be provided or delivered, the following inclusive child care services:

a) Inclusive child care means that all children, including children with support needs, have equitable access to quality child care, and participate fully in a play-based program alongside their peers. The Family Connection Centres provides a range of supports and

services to child care providers, children, and families to enable children with support needs to access and fully participate in inclusive child care.

b) The Family Connection Centres will provide consultative service in a Culturally Safe, Trauma-informed, relational, person and family-centered approach to individual children for child care providers and families, to support the full inclusion of the child in a child care setting.

i. Deliver child-specific services including:

a. Meet with families and their children to assess the needs of the child or youth in a child care setting.

b. Work with the child care provider and family to develop and monitor strategies for the child so they can fully participate in inclusive child care.

c. Determine if enhanced staffing support is required to enable the child's participation in child care and determine number of hours needed.

d. Work the child care provider, family, and school district to support transition to kindergarten.

ii. Deliver child care program-specific capacity building services, including:

a. Deliver practical professional learning opportunities to child care programs in the region regarding foundational skills and knowledge for providing inclusive child care.

c) Enhanced staffing supports, including hiring inclusive child care worker positions to provide enhanced staffing supports in the child care setting, refers to; either enhancing the staff ratio, providing direct shared support, or direct individual support to children with support needs.

d) These supports may be provided through a inclusive child care support worker who is funded by the Family Connection Centre and hired by the child care provider, or directly deployed by the Family Connection Centre.

e) Inclusive child care workers are expected to:

i. Participate in training provided by the inclusive child care consultant(s).

ii. Support full inclusion of one or more children in a child care program, implementing strategies identified by the inclusive child care consultant(s)/defined in the child's care/support plan

iii. Adhere to child care centre policies and regulations.

8.4 The Contractor will provide or deliver, or will cause to be provided or delivered, the following with respect to school age Therapy Services:

a) The delivery of these services should be done in collaboration with applicable school districts, independent school authorities and health authorities with the mix of services determined by local demand.

b) The Contractor should establish functional working relationships with the local school districts and health authorities to ensure coordination and service effectiveness is maintained.

c) The Family Connection Centre will remain the primary case manager of the overall service offering to the child and their family (except where the child and family are engaged with Disability Services) regardless of where and by whom the school age Therapies are provided.

8.5 Operational Deliverables

a) Without limiting and in addition to any other requirements in the Agreement or Schedules [including **Schedule "F"** (*Personnel Minimum Requirements*"] related to Contractor Personnel, the Contractor will deliver services by employing and or subcontracting as needed to meet the appropriate professional and staff complement:

1. The Contractor must recruit and retain the appropriate staff, all of whom must reside within B.C. unless otherwise approved in writing by the Province in each instance, to provide required Services to children, youth, and their families; manage the operations to ensure services are delivered efficiently and effectively; and meet the Province's reporting requirements in a timely manner.

2. The Contractor will provide Services to meet their populations' needs in all the areas across all the professions outlined in the Province's CYSN Service Framework, as provided by the Province, and amended from time to time (the "**CYSN Framework**").

3. The Contractor will ensure their staff have the necessary qualifications and are in good standing with applicable regulatory bodies (i.e. for physical therapists, speech pathologists, occupational therapists).

4. The Contractor will ensure that their services are designed to meet the needs of children living in different environment such as children and youth residing in the family home, or home like setting, as well as children and youth residing in Ministry Specialized Homes and Support Services (SHSS).

5. The Contractor will make certain all staff working for the FCC pass a vulnerable populations criminal record check as a condition of employment.

6. For positions that are not managed by a regulatory body, the Contractor will endeavor to meet the expected qualifications for professions as outlined CYSN Framework , but may use their discretion to determine required qualifications, experience, etc. that is appropriate for the position and the community (i.e. in-line with the labour market of their region).

7. The Contractor should support prospective board certified behaviour analysts to achieve the required clinical hours of practice needed to become board certified. This could include hiring behaviour analysts/ behaviour consultants/junior consultants/senior interventionists who have not yet been board certified with the intention of supporting their certification through provision of clinical oversight (see list of required qualifications in the CYSN Framework).

b) The Contractor will deliver services utilizing Province endorsed and other tools as described below:

1. The Contractor will use the tools listed below as standardized prescribed tools for service planning, needs assessment and monitoring/reporting.

2. This list of tools may at the discretion of the Province be altered and the contractor required to use a different suite of Province required tools.

3. Tools for all services

    i. About My Child – intake tool used for consistency screening and identification of family concerns.

4. Tools for, Disability services and Provincial Services

    i. Vineland and/ or PEDI-CAT – based on the presenting needs of the child or youth, these tools are to be completed by the FCC and are used to inform service planning and determine eligibility for Disability Services and Provincial services

    ii. Gross Motor Function Classifications System tool will be used to determine eligibility to access mobility and adaptive equipment through Provincial Services

5. Tools that will be provided for Contractor use during the term of the Agreement: these tools will not be made available for initial service delivery, but once and or if made available will be mandatory in their utilization

    i. Family Empowerment Scale – tool to measure the level of empowerment the child or youth and their family feels

    ii. Family Quality of Life Scale - tool to measure the quality of life the child or youth and their family experience

    iii. Participation and Environment Measure for Children and Youth (PEM-CY) – tool to measure optimization of social inclusion

    iv. KIDSCREEN – tool to measure the quality of life of the child or youth

6. The Province reserves the right to alter and or add to this list of prescribed tools. The Contractor will be notified 60 days in advance of changes to the list of prescribed tools.

7. Use of the My Support Plan as a tool to guide service delivery and provide a mechanism for monitoring child, youth, and family outcomes (the Support Plan will be a template -- embedded in the case management and information platform)

8. The Contractor will adhere to the ministry provided guidelines on the applications and reporting frequency (e.g. when and how the tools are to be used)

9. The Contractor may use additional tools to support practice based on their professional discretion that are Province endorsed or in alignment with clinical professional practice within registered profession.

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

1. the services as described in this document, with the aim for cases per therapist to align with a shift away from the concept of 1:1 intervention as the only option:

    i. Maintain caseload numbers as per relevant professional practice guidelines.

    ii. behaviour interventionists (BI) and therapy assistants work under the direct supervision of a behavioural specialist (i.e., board certified behaviour analyst [BCBA] or behaviour consultant).

    iii. Use of the Transdisciplinary Model and group programs where possible will allow for a higher number of children on caseloads while meeting the needs of the family with an amount of service that supports ongoing developmental needs.

d) child and youth Intake:

1. Upon consent with the child and youth, the Contractor must use the About My Child tool to ensure a standardized intake process for the general public and child and youth.

e) Referral Services

1. Accepting Referrals

    i. Referrals are not required to access services at the Family Connection Centre.

    ii. If a referral is received, the Family Connection Centre should connect confirm consent with the child/youth and family at the time services are initiated.

f) Making Connections

1. The Family Connection Centre will refer children, youth and their families to Ministry Disability Services, Provincial Services and other community services where appropriate; and maintain linkages and engage in collaborative processes with the Ministry Disability Services, Provincial Services or other community services as needed.

2. The Contractor is expected to refer child and youth as may be appropriate to other community supports or organizations.

g) Services to children residing in MCFD Specialized Homes and Support Services (SHSS):

1. The Family Connection Centre will provide assessments and goals focused services to children and youth with support needs residing in MCFD Specialized Homes and Support Services (SHSS)

2. The Family Connection Centre will provide clinical consultation to SHSS staff to support their care for children and youth with support needs residing in SHSSs.

3. As directed by the Province, the Family Connection Centre will prioritize support for children and youth requiring stabilization at a SHSS

h) The day-to-day accountabilities of the Family Connection Centre and its (NoC) include:

1. Delivering Culturally Safe, Trauma-informed services as outlined in the CYSN Framework, and in alignment with the identified practice principles as outlined in the Province's Aboriginal Practice and Policy Framework and Trauma Informed Practice Guidelines, as provided by the Province and updated from time to time.

2. Maintaining and closing case files.

3. Adhering to the Province's Policies and Procedures respecting wait list management guidelines.

4. Adhering to the Province's Policies and Procedures respecting support planning guidelines.

5. Establishing a dispute resolution process for both general complaints received from children and youth and their families, and eligibility issues.

Appendix B1
ANNUAL SERVICE PLAN

Please see attached Appendix B1 – Annual Service Plan

Appendix B2
NETWORK OF CENTRES

Please see attached Appendix B2 – Network of Centres

Schedule "C"
TRANSITION-IN SERVICES

1. Overview

1.1 The purpose of this Schedule is to describe the Transition-In Services and Deliverables that the Contractor will provide to prepare for and assume the delivery of the Core Services.

2. Transition-In Services

2.1 Commencing on the Effective Date, the Contractor will provide the following Transition-In Services:

(a) the complete and timely performance of all matters required to be performed by the Contractor as set out in the transition-in plan attached at Appendix C1 (the "**Transition-In Plan**"); and

(b) such additional services as are necessary to complete the Transition-In services and begin providing the Core Services.

2.2 The Contractor will perform the Transition-In Services to complete the Deliverables and other milestones described out in the Transition-In Plan by the corresponding date set out in the Transition-In Plan.

2.3 At two-week intervals from the Effective Date, the Contractor will provide both a written status update and a meeting status update, each in the form required by the Province, against the Transition-In Plan and budget for the Transition-In Services to update the Province on progress towards opening the Family Connection Centre, progress on the staffing recruitment process and identify any risks to their ability to meet the expected opening date.

3. Case Load Transition-In Deliverables

3.1 From February 1, 2023 to March 31, 2023, the Contractor will commence transitioning children, youth and families into the FCC. The Contractor will not have interactions with families, youth or children prior to February 1, 2023.

3.2 The Province will provide a prioritization approach to guide the transition of caseload from both the Province and other community service providers to the Contractor. Functional needs assessments will be required for many transitioning cases and will be required to be administered in a prioritized manner as directed by the Province.

3.3 The Contractor will develop a plan to transition children and youth who are accessing non-Province CYSN Caseload services, including from the Infant Development Program, Early Intervention Therapies, and FASD Key Workers programs, into the Core Services.

3.4 The Contractor will follow the following for children and youth caseload transition:

(a) work with the Province's appointed contact and existing service providers to plan for the transition of services to the FCC and the children/youth currently receiving those services;

(b) prioritize children/youth transitioning from the current CYSN caseload for intake in alignment with transition guidelines provided by the Province and within identified timelines;

(c) exercise professional judgement where it appears that a child/youth or family has a pressing need to connect with the FCC and complete intake;

(d) engage with families to determine the most appropriate mode of engagement through the intake process and will have options for in-person, in-office, in-home/community or virtual contact available;

(e) conduct functional needs assessment with children/youth and their families needing to confirm eligibility for Disability Services within timeframes identified by the Province.

(f) prioritize children/youth transitioning from the current CYSN caseload for services in accordance with service request and prioritization guidelines provided by the Province;

(g) verify via the IMIT system if families are eligible to receive services at the Family Connection Centre prior to provision of service (i.e. have confirmed their decision to end individualized funding and transition services to the Family Connection Centre; and

(h) provide orientations on the Family Connection Centre and its services available to children/youth and their families considering transitioning out of individualized funding and into services at the Family Connections Centre.

4. Completion of Transition-In Services

4.1 The Contractor will:

(a) complete all Transition-In Services, including all Deliverables and milestones set out in the Transition-In Plan;

(b) make the FCC fully operational and open to the public; and

(c) provide all Core Services,

by April 1, 2023 (the "**Assumption of Service Date**") unless written approval is provided by the Province in advance. For clarity, eligibility criteria vary across the Core Service categories and the specific type of services offered are made available depending on the assessed needs of the child/youth and their families and therefore may not all be provided by the Contractor on the Assumption of Service Date.

5. Transition-In Services Payments

5.1 In consideration for the performance of the Transition-In Services, the Province will pay the Transition-In Fees to the Contractor in accordance with section 5 of **Schedule "E"**.

Appendix C1
Transition-In Plan

Please see attached Appendix C1 – Transition-In Plan

Schedule "D"
SERVICE DELIVERY PRINCIPLES

1. The Contractor must ensure that a child and youth, whether their needs are simple or complex, short or long-term will receive timely, appropriate and effective assistance that respects and promotes their independence and self-determination, health and safety, within the limits of available resources.

2. Where appropriate the Contractor must develop care plans appropriate to the circumstances of the child and youth, that involve the child and youth, whether an individual or family and other persons involved in the child and youth's care.

3. The Contractor must ensure the child and youth's views are heard and considered in decisions affecting them, and must ensure that no retribution occurs as a result of advocacy on behalf of a child and youth.

4. The Contractor must ensure cultural competency principles and practices are incorporated in the delivery of Services to the children, youth and families, and Indigenous cultural competencies are applied when providing services to Indigenous children, youth and families. The Contractor must work within the framework provided by the *Human Rights Code* (British Columbia) and the *Multiculturalism Act* (British Columbia) in the delivery of Services.

5. The Contractor must consider the impact of residential schools on Indigenous children, families and communities in the planning and delivery of services to Indigenous children and families.

6. The Contractor must ensure that child and youth have independence from the Contractor's religious beliefs and affiliations.

7. The Contractor must:

   (a) at the outset of service delivery, inform child and youth about the Contractor's complaints process, and

   (b) work toward local resolution of any dispute or service dissatisfaction when it arises.

8. When providing Services to children, the Contractor must not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence.

9. When providing Services to children in care, as defined in the *Child, Family and Community Service Act* (British Columbia), the Contractor must provide them in accordance with the rights of children in care, found at section 70 in the *Child, Family and Community Service Act* (British Columbia).

10. When providing Services to Indigenous children, youth and their families the Contractor will support the preservation of Indigenous cultural identity and heritage and all reasonable efforts must be made to involve Indigenous people and Indigenous communities served in the design and delivery of Services to ensure services are culturally appropriate and responsive.

11. The Parties support the spirit and intent of the Province's *Indigenous Procurement and Contract Management Guidelines*.

Schedule "E"
FEES AND PRICING MODEL

1. Definitions

Unless the context otherwise requires, the following definitions apply:

Actual Monthly Costs means the Contractor's actual monthly costs directly incurred in the performance of the Services. These include costs associated with employee wages and benefits, Subcontractor costs, program costs, facility costs and Administration Fees, all as further described in the Payment Tool Guide.

Administration Fees means a percentage, not to exceed 10%, of the following costs (each as more particularly described in the Payment Tool and Payment Tool Guide) incurred by the Contractor in order to cover the costs to control and direct its business as it relates to the Services but that are not directly identified with operations or programs:

(a) employee wages and benefits and Subcontractor costs;

(b) program costs; and

(c) facility costs.

Adjusted Monthly Pre-Payment means the Forecasted Monthly Costs less the Holdback.

Family Connection Centre Funding means the funding to cover the delivery of the Core Services described in **Schedule "B"**, except the Core Services described in section 8.3 of **Schedule "B"**.

Forecasted Monthly Costs means the forecasted monthly costs, at full capacity (e.g. full staffing), that the Contractor anticipates that it will directly incur in the performance of the Services. These include costs associated with employee wages and benefits, Subcontractor costs, program costs, facility costs and Administration Fees, all as further described in the Payment Tool Guide.

Holdback means the percentage of the Contractor's Forecasted Monthly Costs that are withheld from payment by the Province until the time of the monthly true-up/reconciliation.

Inclusive Child Care Supports Funding means the funding for the Inclusive Child Care Supports program, being those Core Services described in section 8.3 of **Schedule "B"**.

Payment Tool means the Province-prescribed Excel workbook, as updated by the Province from time to time, that the Contractor will use to submit its Forecasted Monthly Costs and report its Actual Monthly Costs to the Province.

Payment Tool Guide means the guide provided by the Province, as amended by the Province from time to time, that the Contractor may use to assist in completing the Payment Tool. The Province will use the Payment Tool Guide to review and inform decisions related to the Contractor's Forecasted Monthly Costs and Actual Monthly Costs.

Service Fee means an amount equal to 2% of the Annual Maximum, payable on a quarterly basis (i.e. 0.5% of the Annual Maximum in each quarter) if the Contractor achieves the Service Fee-related Outcomes in the applicable quarter.

Service Fee Payment means the payment of the Services Fee by the Province for the Contractor's achievement of the Service-Fee related Outcomes.

Service Fee-related Outcomes means the reporting-related outcomes set out in **Schedule "H"** (*Reporting Requirements*) in respect of which, if the Contractor delivers such reporting on time and the Province determines such reports to be complete and to meet the Province's quality expectations, the Province will pay the Contractor the Service Fee Payment.

Transition-In Fees means the fees payable to the Contractor for the performance of the Transition-In Services, including, if relevant, the costs associated with caseload transitions.

Transition-Out Fees means the fees payable to the Contractor for the performance of the Transition-Out Services.

2. Maximum Budget for the Services

2.1 Notwithstanding any other provision of this Schedule, the maximum amount that the Province is obligated to pay the Contractor under this Agreement for Fees and expenses (exclusive of applicable taxes):

2.1.1 during any year of the Term (including, for clarity, during any Extension) is **$14,435,109** (the "**Annual Maximum**"); and

2.1.2 during the Term, including all Extensions, is **$72,175,545** (the "**Contract Maximum**").

2.2 Of the Annual Maximum, the Contractor must allocate an annual minimum of **$3,601,274** to the performance of the inclusive child care services, which are set out in section 8.3 of **Schedule "B"**.

2.3 For clarity:

2.3.1 the Service Fee is included as part of, and is not in addition to, the Annual Maximum; and

2.3.2 the Annual Maximum (and, correspondingly, the Contract Maximum) includes all amounts that the Province will pay to the Contractor in respect of all Services, including the Transition-In Services, Core Services and Transition-Out Services.

2.4 Notwithstanding any other provision of this Schedule, the Province will only pay a maximum of 10% of the Annual Maximum in Administration Fees. These percentages can be updated during the Term based on agreement between the Province and the Contractor, provided that any such adjustments will not cause payments to exceed the Annual Maximum.

2.5 The Province may make funding adjustments (i.e. increase the budget available to the Contractor) to enable implementation of Government initiatives outside the existing scope of the Services or to accommodate higher volumes of the existing Services. These adjustments will be made through a Change Request.

3. Funding Model for the Core Services

3.1 The funding model for the Core Services, which includes, for clarity, the Family Connection Centre Funding and the Inclusive Child Care Supports Funding, is a cost pass through plus Service Fee model. Under this model, the Contractor and the Province will agree on in-scope costs on an annual basis using the Payment Tool, and such amounts will be paid to the Contractor on a monthly basis..

An additional Service Fee will be paid to the Contractor if it meets the Service Fee-related Outcomes. For clarity, the total annual payments to the Contractor, which include all Actual Monthly Costs and the Service Fee and, where applicable, Transition-In Fees and Transition-Out Fees, are capped at the Annual Maximum.

4. Payment Methodology for the Core Services

4.1 The Province will pay the Contractor the costs and other amounts contemplated pursuant to this Schedule, only if the Contractor complies with the Agreement and performs the Core Services to the Province's satisfaction. Building on a cost pass through plus Service Fee funding model, the Province will use a pre-payment plus true-up/reconciliation plus Service Fee payment methodology for payments associated with the Core Services, described in further detail below:

4.2 On an annual basis, the Contractor will provide the Province with a forecast of its annual costs, at full capacity (e.g. full staffing), that the Contractor anticipates that it will directly incur in the performance of the Services (the "**Annual Cost Forecast**") as follows:

4.2.1 for the first year of the Term, the Annual Cost Forecast will be the amount set out in Exhibit E1; and

4.2.2 for each subsequent year of the Term, the Contractor will submit its Annual Cost Forecast, via the Payment Tool, to the Province for approval by January 15th of the applicable year. Upon the Province's approval, that Annual Cost Forecast will come into effect on April 1st of the applicable year.

4.3 Contractor's Forecasted Monthly Costs

4.3.1 The Contractor will use the Payment Tool to forecast its annual costs to perform the Core Services, 1/12 of which is deemed to be the Contractor's Forecasted Monthly Costs. The Forecasted Monthly Costs for the first year of the Term is:

For example, if the Contractor forecasts an annual budget of $1,2000,000, the Contractor's Forecasted Monthly Costs are $100,000 (i.e., $1,200,000/12).

4.4 Province prepays the Contractor an Adjusted Monthly Pre-Payment

4.4.1 The Province will prepay to the Contractor the Adjusted Monthly Pre-Payment on the 15th of each month. The Adjusted Monthly Pre-Payment will be an amount equal to the Forecasted Monthly Costs less a Holdback percentage ranging from 5% to 20% of the Forecasted Monthly Costs, as determined by the Province in its sole discretion. The Holdback percentage may be adjusted during the Term through a Change Request, provided that any adjustments will not cause payments to the Contractor to exceed the Annual Maximum.

For example, if the Contractor's Forecasted Monthly Costs are $100,000 and the Province determines that it will apply a Holdback percentage of 20% of the Forecasted Monthly Costs,, the Adjusted Monthly Pre-Payment will be $80,000 (i.e $100,000 x 80%).

4.5 Contractor reports Actual Monthly Costs

4.5.1 The Contractor will use the Payment Tool to report the previous month's Actual Monthly Costs to the Province by the 15th of the month immediately following the month in which such costs were incurred.

4.6 Monthly True-up/reconciliation calculation and payment

4.6.1 Using the Contractor's monthly reporting of the Forecasted Monthly Costs and Actual Monthly Costs, the Province will determine the Contractor's net cost position. The Province will pay the Contractor the difference between the Adjusted Monthly Pre-Payment and the Actual Monthly Costs where this difference is negative (i.e. the adjusted payment less the actual costs produces a negative number).

For example, if the Contractor's Adjusted Monthly Pre-Payment in a given month is $80,000 and the Contractor's Actual Monthly Costs are $90,000 in that month, the Contractor's actual costs of $90,000 are greater than the prepayment amount of $80,000, producing a negative difference ($80,000 - $90,000 = - $10,000). The Contractor will be paid the difference ($10,000) from the Province following receipt of an invoice.

Where the difference between the adjusted payment and the actual costs is positive (i.e. the adjusted payment less the actual costs produces a positive number), the amount may become a debt due to the Province that the Contractor must repay to the Province on demand and which the Province may set off against costs that the Province subsequently becomes obligated to pay the Contractor.

For example, if the Contractor's Adjusted Monthly Pre-Payment in a given month is $80,000 and the Contractor's Actual Monthly Costs are $70,000 in that month, the Contractor's actual costs of $70,000 are less than the prepayment amount of $80,000/month, producing a positive difference ($80,000 - $70,000 = $10,000). The Province will be entitled to receive difference of ($10,000) from the Contractor, which will be payable as a debt to the Province and, at the Province's option, may be deducted from the Contractor's next Adjusted Monthly Pre-Payment or any other amounts due and owing to the Contractor.

4.7 Province calculates Service Fee

4.7.1 Subject to the Contractor's achievement of the Service Fee-related Outcomes, the Province will pay to the Contractor the Service Fee on a quarterly basis.

For example, if the Annual Maximum is $1,200,000, and the Contractor achieves the Service Fee-related Outcomes in a given quarter, the Province will pay to the Contractor a Service Fee of $6,000 (i.e. $1,200,000 x 0.5%).

4.7.2 The Service Fee is currently set at 2% but may be adjusted upon mutual agreement between the Contractor and the Province through a Change Request.

4.7.3 For clarity, the Province will pay the Service Fee to the Contractor only if the Contractor achieves the Service Fee-related Outcomes in the prior quarter. Specifically, the Province will pay the Contractor the Service Fee if the Contractor produces reporting that is delivered on time, includes the required information, and meets the Province's quality expectations, where quality expectations include ensuring that the information reported is reasonable (e.g. a

Contractor's reported service hours align with the number of children, youth and families served), provides reports for the correct reporting period, ensures the information provided includes sufficient detail, and uses the correct format/template (as relevant). The Province will make the determination related to the Service Fee payment during the quarterly stewardship meetings with the Contractor.

5. Payment Methodology for Transition-In Services

5.1 The payment methodology for the Transition-In Fees is as set out in the Contractor's Transition-In Plan and relevant Payment Tool worksheet ("**Transition-In Forecasting**" worksheet), a copy of which is attached at Exhibit E2.

5.2 The Transition-In Fees payable by the Province to the Contractor are limited to the actual costs incurred by the Contractor in the performance of the Transition-In Services up to the amount set out in the Transition-In Forecasting worksheet. The Province will not be obligated to pay or reimburse the Contractor for any costs or expenses that the Contractor incurs in performing the Transition-In Services in excess of the amount set out in the Transition-In Forecasting worksheet.

6. Payment Methodology for Transition-Out Services

6.1 The payment methodology for the Transition-Out Fees will be set out in the agreed Transition-Out Plan and relevant Payment Tool worksheet ("**Transition-Out Forecasting**" worksheet), provided that any Fees and expenses payable in respect of Transition-Out Services will not cause payments to the Contractor to exceed the Annual Maximum.

7. Payment Tool Reporting

7.1 **Payment Tool Reporting for Core Services**: In order to obtain payment of any fees and expenses in relation to the Core Services under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), an invoice for the Transition-In Fees and a copy of the Family Connection Centre reporting worksheet ("**FCC Reporting**") and the Inclusive Child Care Supports reporting worksheet ("**ICCS Reporting**") found in the Payment Tool.

7.2 **Payment Tool Reporting for Transition-In Fee payments:** In order to obtain payment of any Transition-In Fees under this Agreement, the Contractor must deliver to the Province an invoice for the Transition-In Fees and a copy of the Transition-In Reporting worksheet found in the Payment Tool. The Contractor will report fees and expenses for each specific milestone as per the Transition-In Plan prepared by the Contractor and approved by the Province.

7.3 **Payment Tool for Reporting Transition-Out Services payments:** In order to obtain payment of any Transition-Out Fees under this Agreement, the Contractor must deliver to the Province an invoice for the Transition-Out Fees and a copy of the Transition-Out Reporting worksheet found in the Payment Tool.

8. Payments Due

8.1 **Core Services payments due**: Within 30 days of the Province's receipt of the Contractor's invoice for fees and expenses related to the Core Services delivered in accordance with this Schedule, the Province will pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the Payment Tool's FCC and ICCS reporting worksheets if they are in accordance with this Schedule. The Contractor can submit a single (one) combined invoice per billing period for fees and expenses related

to the Core Services. The Inclusive Child Care Supports program can be added as a service line in the invoice.

8.2 **Transition-In Fee payments due**: Within 30 days of the Province's receipt of the Contractor's invoice for Transition-In Fees, the Province will pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the Payment Tool Transition-In Reporting worksheet if they are in accordance with this Schedule.

8.3 **Transition-Out Services payments due**: Within 30 days of the Province's receipt of the Contractor's invoice for Transition Out Fees, the Province will pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the Payment Tool Transition-Out Reporting worksheet if they are in accordance with this Schedule.

8.4 **Required invoice detail**: All invoices submitted by the Contractor must contain sufficient detail to be identified with this Agreement and should reflect the information provided in the relevant Payment Tool reporting worksheets. These worksheets should be submitted together with the relevant invoice and will include information required under this **Schedule "E"**. The Contractor is encouraged to use numbered invoices. The invoice should, as a minimum, contain:

- the name of the Ministry
- the name and address of the Contractor and Business Number (if registered)
- the date of the invoice
- the time frame for which the services were provided
- a description of the service provided
- the sales tax(es) charged (if registered)
- the total amount charged; and
- reference to the contract or agreement

Exhibit E1

Operations Funding Payments

Please see attached Monthly Payment Schedule

Exhibit E2
Transition Funding Payments

Please see attached Transition Funding Payment Schedule

Schedule "F"
PERSONNEL MINIMUM REQUIREMENTS

This Schedule sets out, in addition to any requirements set forth in the Agreement itself, minimum requirements for Contractor Personnel to perform the Services.

1. In accordance with the *Criminal Records Review Act*, the Contractor must ensure that the all Contractor Personnel undergo a criminal record check or a criminal record check verification when required in circumstances where that Contractor Personnel 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 all Contractor Personnel who have, or potentially have, unsupervised access to children or the records of children and are not subject to checks under the *Criminal Records Review Act* undergo a criminal record check, that is satisfactory to the Province.

3. Upon the Province's written request the Contractor must provide the Province written confirmation that:

   (a) criminal record checks have been initiated;

   (b) the Contractor has acted on instructions from the Province or under the *Criminal Records Review Act*; and

   (c) all other related procedures have been followed.

4. The Contractor will ensure that its Contractor Personnel meet the qualifications, expectations and other requirements set out in Appendix F1 (Centre Staffing, Qualifications and Expectations) to the extent applicable to the roles and responsibilities of such Contractor Personnel.

Appendix F1
Staff Qualifications

Please see attached Appendix F1 – Center Staffing, Qualifications and Expectations

Schedule "G"
GOVERNANCE AND STEWARDSHIP

1. Governance

(a) The Contractor will participate as required in meetings with the Province and other operators of the Family Connection Centres in other local service areas to share information including but not limited to:

(i) identify opportunities for best practices;

(ii) Identify existing or potential issues and opportunities; and

(iii) Opportunities to improve contract management.

(b) Any costs associated with the participation in these meetings will be the sole responsibility of the Contractor.

2. Contract Stewardship Meetings

(a) The Contractor will participate in any other meetings as requested by the Province. The Contractor will participate in agreement steward meetings with the Province, which will occur quarterly to review the following topics including but not limited to:

(iv) Transition/Start Up Update

(v) Quarterly update on all components of the Annual Service Plan, including but not limited to:

(A) Cultural Safety and reconciliation activities

(B) Service model, child and youth volumes use of service deliver channels

(C) Staffing levels, recruitment, and retention

(D) Financial Summary

(vi) Issues management:

(A) Service delivery challenges

(B) Recruitment challenges relating to both employees and Subcontractors

(C) Complaint resolution pursuant to the Contractor's complaint processes for both general complaints received from children and youth and their families and eligibility issues

(D) Regional issues

(E) Overview of the contract outcomes and any other contract management issues.

(F) Any Contractor costs associated with the participation in these meetings will be the sole responsibility of the Contractor.

3. Monthly meetings

(a) The Contractor will participate in monthly check -in meetings with the Province to cover any operational issues that may require immediate discussion.

4. Ad Hoc meetings

(a) The Contractor will participate in any other meetings as requested by the Province.

Schedule "H"
REPORTING REQUIREMENTS

The Contractor will provide the information and reports described in this **Schedule "H"**, unless otherwise requested by the Province through the Relationship Management Process. The reports will include the requirements set out herein and will be provided at the time intervals outlined.

1. OUTCOME MONITORING

1.1 The Province will monitor the achievement of desired outcomes described below through required Deliverables and reporting requirements provided herein.

1.2 To enable Province monitoring, the Contractor must ensure case information is recorded accurately and in a timely fashion within the ICM.

1.3 The Contractor and Province will work collaboratively to determine any challenges, root causes, and potential solutions to improve outcomes for children, youth, and their families.

1.4 The following high-level outcomes will be monitored through the corresponding reporting requirements:

Desired Outcomes	Indicators	Deliverables	Tools	Reporting Frequency and Method
Child and Youth Outcomes				
Children and youth are making progress towards their developmental goals	Children/youth and family report improvement in the child/youth's developmental outcomes	Collaborative completion of "My Support Plan" Completion of "About my Child/About Me" tool	My Support Plan About my Child/About Me Quality Assurance Review of Support Planning	Annual review (Data gathered through case management and information platform) Upon intake and as needed
Improved Quality of Life	Child/Youth and family report improvements in the child/youth's desired quality of life outcomes	Collaborative completion of "My Support Plan"	My Support Plan	Annual review (Data gathered through case management and information platform)
Optimize Social Inclusion	Child/youth and family report improvements in the child/youths' desired social inclusion outcomes	Collaborative completion of "My Support Plan"	My Support Plan	Annual review (Data gathered through case management and

				information platform)
Family Outcomes				
Improved Quality of Life/Empowerment	Families report improvements in their desired quality of life outcomes Families report feeling confident in their ability to help their child grow and develop	Collaborative completion of "My Support Plan" Administration of survey	My Support Plan Survey	Annual review (Data gathered through case management and information platform) Annually
Optimize Social Inclusion	Families report improvement in their desired social inclusion outcomes	Annual review (Data gathered through case management and information platform)		Annual review (Data gathered through case management and information platform)
System Outcomes				
System is Responsive	Request for Service • Length of time from intake to individualized services • # of children/families removed from the request for service list and the reason • # and demographic of children and their families waiting for services Service Recipient Demographics • # and demographics of those accessing services General Service Utilization • Service utilization reports for developmental services • # of incidents of decreased or disrupted service provision and rationale	Use of case management and information platform Use of case management and information platform Agency provides reports	case management and information platform case management and information platform Agency tracking case management and information platform case management and information platform	Ongoing Ongoing Semi- annually Ongoing Ongoing Ongoing Ongoing

	• Provision of accessibility supports • Barriers/reasons for not accessing and /or completing service • Transition support provided	Use of case management and information platform Use of case management and information platform Use of case management and information platform Use of case management and information platform	case management and information platform case management and information platform	
Families Receive Trauma Informed Services	• Agency confirms polices and training for staff, etc • Service recipients report they received trauma informed service	Agency provides reports	Survey (agency or Quality Assurance administered)	Annually Semi annually
Families report the services they received were family – centered **Fewer families report barriers to accessing services** **Accreditation Reports/Quality Improvement Plans**	# and demographic of families who reported barriers; and families who are not able to access services.	Use of case management and information platform Agency Provided	Measure of Process of Care Survey case management and information platform	Semi annually Ongoing

2. REPORTING

2.1 In addition to outcome monitoring, the Province will also monitor operational sustainability through general operational reporting requirements set out in this section 2, including Contractor finances, operating hours, service utilization, wait times and staffing.

2.2 General

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

(b) The Contractor is required to use the Province's applications for reporting and program administration, as directed by the Province.

(c) The Contractor will support and comply with the Policies and Procedures relating to quality assurance, contract management, privacy management, and records management practices, as updated by the Province from time to time. The Contractor will adhere to the data and standardized reporting requirements as notified to the Contractor from time to time.

(d) Without limiting the Province's right to request additional reports from the Contractor from time to time as set out below, through mutual agreement between Contractor and Province, the frequency of regularly scheduled reporting may be adjusted over the term of the Agreement.

2.3 Required Reports

The reports required to be provided by the Contractor to the Province include but not limited to the following:

Report	Content	Reporting Frequency
Developmental Services	• The quantity of services (by number of hours, number of sessions etc.) and any variance from annual service plan? • the volume of children, youth and families that seek intake and guidance services • the volume and demographics of children and youth that went through screening services, including the referral pathway (e.g. self-referred, community referral, etc.) • the volume and demographics of children and youth currently receiving developmental monitoring services for each month	Quarterly
Inclusive Child Care Supports (SCD)	• Monthly number of recipients actively receiving inclusive child care supports • Number of Consultative hours provided this month • Monthly number of recipients waiting for more enhanced staffing supports (currently do not have enough to meet their child care needs) • Monthly number of recipients waiting for more enhanced staffing support hours (currently do not have enough to meet their child care needs)	Quarterly
Service Plan Update (stewardship report)	• Service Delivery Model • Staffing & recruitment/retention • Cultural safety plan progress & updates • Accessibility • Subcontracting • Quality Management • Dispute resolution (e.g., summary of types of complaints, how/if they were resolved, their response to the complaints for quality improvement purposes). • Financial projections	Quarterly
Annual Service Plan (in advance of upcoming year)	• Service Delivery Model • Staffing & recruitment/retention • Cultural safety plan progress & updates • Accessibility • Subcontracting • Quality Management • Contract Payment Tool to capture financial projections & confirm payment.	Annual
Annual performance summary (from previous year)	• Service Delivery Model • Staffing & recruitment/retention • Cultural safety plan progress & updates • Accessibility	Annual

	• Subcontracting • Quality Management • Dispute resolution (e.g., summary of types of complaints, how/if they were resolved, their response to the complaints for quality improvement purposes).	
Inclusive Child Care Supports (SCD)	• Number of child care program staff who have received professional learning opportunities by the Family Connections Services. • Number of hours of professional learning opportunities provided to child care providers. • Summary of types of professional learning opportunities provided.	Annual
Annual Audited Financial Statement	• With expectation of delivery time of audited financial statement. Ie: within 6 months of end of fiscal period.	Annual
Payment Tool Reporting	• Transition Reporting • FCC Reporting • ICCS Reporting	Monthly

2.4 Additional and Ad Hoc Reporting

(a) The Province may at any time submit to the Contractor a request for additional reports.

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

Schedule "I"
CONFLICT RESOLUTION PROTOCOL

This Conflict Resolution Protocol applies to the contractual relationships entered into by the Province for the provision of services on behalf of the Ministry of Children and Family Development.

- It outlines the processes to be followed in resolving any disputes between the contractor and the Province in respect of the contract terms (except the periodic negotiation of funding levels, related service and availability of an appropriation).

- It is to be used instead of any other statutory right of appeal or review.

- It presumes that both parties effect a collaborative relationship, outlined in the Negotiation Protocol, which fosters teamwork to assure effective program delivery, service and care of clients. Discussion of potential problem areas and concerns during the process of negotiation, and in a timely manner during the contract period, is a preventative process that minimizes the potential for a dispute to arise.

- It anticipates a process that is:

    - local;
    - affordable; and
    - timely.

The parties agree that each of them must:

(a) make bona fide efforts to resolve any disputes arising between them by amicable negotiations, in accordance with the resolution process outlined herein;

(b) provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations;

(c) make every effort to resolve disputes as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation, where necessary; and

(d) only resort to arbitration when all other means, including mediation, have been reasonably considered.

For the purposes of this three stage resolution process, each party must designate its "**Official**", for each stage, representing ascending order of decision-making authority for each party. The Stage Three Official must be the most Senior Executive Officer of each party. In the case of ministry, this must be the Deputy Minister or his/her designate.

STAGE ONE

- The designated Stage One Officials for each party meet ("Initial Meeting") to discuss and attempt to resolve the dispute.

- If there is no resolution within 15 calendar days of this meeting, the matter is referred to Stage Two.

- Step may be omitted or time periods adjusted by mutual agreement of both parties.

STAGE TWO

- The designated Stage Two Officials for each party meet ("**Review Meeting**") within 30 calendar days of the Initial Meeting to discuss and attempt to settle the conflicting positions of Stage One Officials.

- If there is no resolution within five calendar days of the Review Meeting, the matter is referred to Stage Three. Each official must provide a written summary to each Stage Three Official.

- Step may be omitted or time periods adjusted by mutual agreement of both parties.

STAGE THREE

- The designated Stage Three Officials for each party meet ("**Final Meeting**") within 50 calendar days of the Initial Meeting to discuss and attempt to settle the conflicting positions of Stage Two Officials.

- If there is no resolution within 10 calendar days of the Final Meeting, the matter is referred to the External Decision Process.

- Step may be omitted or time periods adjusted by mutual agreement of both parties.

EXTERNAL DECISION PROCESS

- In order to maintain the relationships that are essential to the contractual relationship, mediation is usually preferable to arbitration. A dispute cannot be referred to an arbitral process unless both parties (third Stage Officials) have met and determined that mediation cannot resolve or clarify the issues of the dispute. Unsuccessful mediation attempts will be referred to the arbitral process.

- A mediator must be selected by agreement of both parties, from a preapproved list of qualified mediators, maintained by the Mediate BC, unless the parties agree otherwise. Where the parties are unable to agree upon a mediator, within 30 days of the decision to mediate, a party may request Mediate BC appoint a mediator from the preapproved list of qualified mediators.

- When a mediator has been agreed on by the parties or appointed by Mediate BC, the parties must cooperate with the mediation process established by the mediator.

- Where a dispute is referred to an arbitral process, such disputes must be referred to and finally resolved by arbitration as determined under the provisions of the *Arbitration Act*.

- There must be one arbitrator, unless agreed otherwise.

- The place of arbitration must be agreed on by the parties.

Costs of either mediation or arbitration must be shared equally by each party.

Schedule "J"
PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,

   (a) "**Act**" means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;

   (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) "**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 and the Contractor dealing with the same subject matter as the Agreement;

   (d) "**privacy course**" means the Province's online privacy and information sharing training course or another course approved by the Province; and

   (e) "**public body**" means "public body" as defined in the Act;

   (f) "**third party request for disclosure**" means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;

   (g) "**service provider**" means a person retained under a contract to perform services for a public body; and

   (h) "**unauthorized disclosure of personal information**" means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

2. The purpose of this Schedule is to:

   (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and

   (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Acknowledgements

3. The Contractor acknowledges and agrees that

   (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;

(b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and

(c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Collection of Personal Information

4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

5. The Contractor must collect personal information directly from the individual the information is about unless:

(a) the Province provides personal information to the Contractor;

(b) the Agreement otherwise specifies; or

(c) the Province otherwise directs in writing.

6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:

(a) the purpose for collecting it;

(b) the legal authority for collecting it; and

(c) the name and contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.

8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9. 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 information is about.

Requests for Access to Information

10. If the Contractor receives a request for access to information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access. If the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.

13. Within 5 Business Days of correcting or annotating any personal information under section 11, 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 received by the Province, the Contractor disclosed the information being corrected or annotated.

14. 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, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.

17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.

18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

19. 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

20. 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. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:

    (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and

    (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information 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.

23. If in relation to personal information, the Contractor:

    (a) receives a third-party request for disclosure;

    (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or

    (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

    subject to section 24, the Contractor must immediately notify the Province.

24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:

    (a) use its best efforts to direct the party making the third-party request to the Province;

(b) provide the Province with reasonable assistance to contest the third-party request; and

(c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:

(i) the control of personal information by the Province as a public body under the Act;

(ii) the application of the Act to the Contractor as a service provider to the Province;

(iii) the conflict between the Act and the third-party request; and

(iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:

(a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and

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

27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, 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.

Termination of Agreement

30. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

32. Any reference to "**Contractor**" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.

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

34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.

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

Schedule "K"
SECURITY SCHEDULE

Definitions

1. In this Schedule:

(a) "**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;

(b) "**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;

(c) "**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;

(d) "**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;

(e) "**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;

(f) "**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);

(g) "**Protected Information**" means any and all:

(i) "**personal information**" as defined in the Privacy Protection Schedule if attached;

(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;

(h) "**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);

(i) "**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;

(j) "**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

(k) "**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.

Additional obligations

2. The Contractor must comply with **Appendix K1** if attached.

PERSONNEL

Confidentiality agreements

3. 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

4. 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.

5. 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.

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

Personnel information security training

7. 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

8. 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

9. 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

Information security policy

10. 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

11. 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

12. 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

13. 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

14. 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

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

16. 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

17. 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

18. 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

19. 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

20. For sections 18 and 19, 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

21. 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

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

Access

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.

29. 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

30. 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.

31. 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

32. 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

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components

34. 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.

35. 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.

36. 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.

37. 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

38. 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.

39. 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

40. 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

41. 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.

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

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

44. 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

45. 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).

46. 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

47. 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

48. 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

49. 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

50. 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

51. 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

52. 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).

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

Device security and antivirus scanning

54. 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

55. 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

56. 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.

57. 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.

58. 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.

59. 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

60. 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

61. 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

62. 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

63. 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

64. 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.

65. 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

66. 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.

67. 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.

68. 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

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including 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, unless prohibited by applicable law, 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

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

Incidents

71. 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

72. 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.

73. 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).

74. 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

75. 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

76. 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

77. 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.

78. 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

79. 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

80. 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

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.

82. Any reference to the "**Contractor**" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

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

84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. 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

86. Sections 63, 66, 67, 68, 69, 70 and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule K - Appendix K1
Additional Security Obligations

Security Screening Requirements

The personnel security screening requirements set out in this Appendix K1 are for the purpose of assisting the Contractor to determine whether or not any Contractor Personnel 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 all Contractor Personnel by viewing at least one piece of "primary identification" of the Contractor Personnel and at least one piece of "secondary identification" of the Contractor Personnel, 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 any Contractor Personnel 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 Contractor Personnel. 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 any Contractor Personnel, 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 all Contractor Personnel, which will generally consist of the Contractor requesting that the Contractor Personnel provide employment references and the Contractor contacting those references. If any Contractor Personnel has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Contractor Personnel by requesting the Contractor Personnel 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 any Contractor Personnel if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

Schedule "L"
INSURANCE

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:

   (a) Commercial General Liability in an amount not less than $2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must

      (i) include the Province as an additional insured,

      (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and

      (iii) include a cross liability clause.

   (b) Professional Liability in an amount not less than $2,000,000.00 per claim, insuring the Contractor's (or subcontractors) liability resulting from errors and omissions in the performance of professional services under this Agreement and this insurance must be endorsed to provide the Province 30 days advance written notice of cancellation.

   (c) Automobile Liability on all vehicles owned, operated or licensed by the Contractor (or subcontractor) 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 in place of the requirement for the BC Certificate of Insurance.

2. All insurance described in section 1 of this Schedule must:

   (a) be primary; and

   (b) not require the sharing of any loss by any insurer of the Province.

3. The Contractor must provide the Province with evidence of all required insurance as follows:

   (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;

   (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

   (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, 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 this Schedule in the Contractor's sole discretion.

Appendix B1- ARC Programs Service Plan

ARC Programs- Kelowna Service Area
Date submitted to MCFD - July 22, 2022

***Vision and Values*:**

- ARC Programs will collaborate with the funding Ministries and community partners to develop and enhance our service continuum, and respond to the identified service needs of children, youth, individuals, and families in communities of the Interior Region of BC.
- ARC Programs will respond effectively to meet the needs of people of all cultures, races, ethnic backgrounds, sexual orientation, religions, and income or socioeconomic status. Our staff will demonstrate cultural competency and sensitivity and ensure cultural safety in addressing the diverse needs and backgrounds of our specific client populations.
- ARC Programs will continue to provide leadership in our communities of interest in planning and coordinating the delivery of services for children, youth, individuals, and families.
- ARC Programs will facilitate and accommodate input into the planning and delivery of agency services, from the community, our staff, consumers, and rights holders. We will respond effectively to client concerns or complaints and ensure client rights are protected.
- ARC Programs will be the premiere community agency employer of choice in our communities, with skilled staff capable of delivering the highest quality and most effective services for children, youth, individuals, and families.
- ARC Programs will continue to develop its culture as a Learning Organization, encouraging training, research, best practices, and innovation across the agency.
- ARC Programs will provide services through environmentally sensitive practices, reducing our ecological footprint and promoting sustainability in all aspects of agency operations.

Mission: ARC Programs' mission is to provide excellent support, prevention, intervention, treatment, and rehabilitative services, for children, youth, individuals, and families in communities of the Interior Region of BC.

A: Context and Assessment of Current State

- ***Community Connection and Relationships***

ARC Programs has provided specialized services in the Kelowna area for over 30 years. Through the delivery of our continuum of services in Kelowna, ARC Programs and our staff have developed excellent working relationships with the MCFD teams, including the CYSN team. We have also developed collaborative working relationships with Interior Health, School District staff and other community agencies, which will facilitate an effective and integrated approach to serving the children, youth and families served in the program. Our reputation within the service network for collaboration and service expertise will support the recruitment of skilled staff for

the program.

ARC has provided specialized services on an outreach basis within schools and programs of the School District #23 for over 10 years. The services have included substance abuse Targeted Prevention and counseling, specialized Student Support (in the KGH-APU, Central (Alternate) School and the Wheels Program (providing work experience and employment-related skills for CYSN students), and in the last five years clinical mental health services. We have significantly increased the mental health services over the last year, and especially in Elementary schools. We therefore have developed collaborative relationships with the School District Administration and staff, and especially counseling and Special Education staff across the district.

ARC has provided Substance-abuse services for youth, through contracts with Interior Health (Ministry of Health, MCFD) for 30 years. We therefore have developed strong working relationships with managers and staff of Interior Health in their Mental Health and Substance-use services, and other departments, as well as their community partners. We have recently been working with IH managers and the School District to enhance our Targeted Prevention services for youth in Middle schools across the community.

ARC Programs has operated staffed residential programs for youth-in-care for over 30 years. Most of the youth served have Support Needs, in addition to significant behavioral challenges and experience of severe trauma as children and youth. We have implemented comprehensive clinical supervision (including CYSN Behavioral Consultants), training and program development in these resources over the last couple years; continuing to improve our effectiveness with this client group. As these youth have such significant needs, we have developed extensive working relationships and protocols with the myriad of specialized agencies and services for children, youth, and families in the Kelowna area; to address the needs of our youth-in-care through a collaborative case management and integrated service delivery process. This process of multi-disciplinary team building to address the needs of our clients in the Specialized Care residential program, as well as those in our CYSN Behavioral Assessment and Support services, FASD Keyworker, Behavioral Intervention (ASD Funding Unit) and other of our specialized services, has developed close working relationships with other agencies working with this population such as IHA DDMHS and IHCAN, Okanagan Abilities Centre, CLBC and (our partner) Meridian Rehabilitation services.

ARC has developed an excellent reputation with other community agencies, and the consumer-public, through delivering our services in collaboration with a broad range of government and community agencies over the years; as well as through our participation and/or Leadership in a variety of community committees and awareness-increasing initiatives. Many of these groups slowed-down their activity over the course of the pandemic, however examples include several committees related to youth services, poverty reduction and homelessness, the Leadership group for the Foundry, CYSN Community Roundtable (Okanagan), and the Okanagan FASD Awareness Committee.

- ***Reconciliation and Cultural Safety***

ARC Programs has built relationships with the Indigenous Land Based Learning program and

Teacher and Consultant with our youth, especially in our Specialized Care program, and work collaboratively with that invaluable program in SD#23. The səxʷkn̓xitəlx k̓l c̓əc̓málaʔ (those who care for the children) Indigenous Early Years Table is another partnership that ARC Programs is enhancing relationships with. ARC is going to attend their next meeting, which is in September, to meet and connect with the table. ARC has had limited roles with under 6, only in our FASD and BASS program, and it is a very small percentage of referrals. ARC is aware that we will be serving a large Under 6 population, and that it is important to connect with those service providers and the Indigenous table of service providers and elders. Territorial acknowledgements and their meaning are recognized in management and staff meetings and any other gatherings that ARC hosts. When we have in person events, such as FASD Awareness Day events, we have an opening welcome by an invited Syilx person or elder, to say an opening prayer and/or drumming and song. We follow protocols with an honorarium discreetly given, which includes a tobacco tie when it is an elder.

Staff are encouraged and supported to participate in Indigenous Peoples Day and attend events. Staff also acknowledge Louis Riel Day (also Family Day in BC) and National Day for Truth and Reconciliation when they are having the day off work, as they are statutory holidays. The recognition of these dates and their significance are conveyed to all staff by email and in our quarterly ARC newsletter. It has been difficult these last few years, with the pandemic, to attend gatherings as most have been cancelled. It was heartwarming to attend Indigenous Peoples Day this year on Leon Avenue, after a few years of cancelled events, and to support and celebrate with the Ki-Low-Na Friendship Centre and the rest of the community and enjoy their delicious Bannock tacos.

Some staff have participated online and at the Rotary Centre for the Arts in the past few months in a 94 Calls to Action Reading Circle for Reconciliation and other Indigenous focused learning. Leadership is taking The Federation of Community Social Services of BC Transformative Reconciliation course in the fall. And Leadership will begin taking nsyilxcən language beginners course this summer through the Kelowna Heritage Museum, taught with Pamela and Grouse Barnes, elders with the WFN. ARC staff have also taken other Syilx information sessions through the Kelowna Heritage Museum. These have been both online and in person, with many different topics.

ARC Programs has taken an active response to the Truth and Reconciliation Commission Calls to Action, specifically 92 Section iii. All full and part time staff have taken the San'yas Anti-Indigenous Racism Cultural Safety online course. Leadership have also taken the second course, which is From Bystander to Ally. This is a baseline for everyone having the same understanding of pre-contact and contact colonial history, with regular intervals of Syilx peoples' learning required to continuously build on this foundation.

Most ARC Programs staff have also recently taken an online, two ½ day Decolonizing and Indigenizing Training from Dr. Dustin Louie with UBC.

Many supervisors have completed or are in process of completing an online Support 2 Practice Supervision course to support their supervisees. One day of this course is Principled Engagement with Indigenous People, including the function of bias and privilege.

ARC has many other examples; however, these are the ones from the past year. It has been difficult to connect as much as we would like and need to with the pandemic, as we need to be respectful of people's comfort level in community and trying to keep their members safe and healthy and the struggles that can come with virtual meetings.

- ***Staffing Model and Subcontracting Status***

ARC Programs (Kelowna CYSN-specific staffing):

- FCC Plan is for 5 qualified Practice Leads supervising various Developmental and Goal-oriented services. We currently have 4 qualified Behavioral Consultants, one of which may be promoted to a Practice Lead- Behavioral Assessment and Intervention. We also plan to implement a Practice Lead for Developmental services, including clinical supervision for the Generalists, client-specific service coordination with MCFD and partner-agencies; and cross-disciplinary initial and ongoing cross-disciplinary training. We have several qualified Family Counsellors; one could be promoted to Practice Lead-Family Services. We have 2 qualified Keyworkers (and numerous youth and family counselors), 2 of which could be promoted to share Practice Leads for Keyworker supervision, intake/case planning and service coordination; parent group services development and coordination; and coordinating. The role of the Practice Leads my have significant overlap, and those roles will be refined as we implement the services. As ARC has a large complement of long-term qualified staff, we will be able to promote existing staff to most Practice Lead positions while recruiting others as needed- which will support a timely program start-up and Transition-In process.
- Currently one (ASD) Behavioral Intervention Coordinator (degree and Applied Behavioural Assessment training), equivalent to Practice Lead.
- Currently we have 4 Behavioral Consultants (Master level degree, Applied Behavioural Assessment) training. Plan is for 6 Behavioral Consultants and 2 Behavioral Analysts, or a similar combination of those positions. Historically these positions have been difficult to recruit, however we have maintained a high level of retention of these staff over the years. We expect that other agency's staff and private practitioners will be attracted to working for the FCC as these services are re-structured in the community.
- Currently, in Kelowna there are 7 Behavioral Interventionists which may transfer-in, and 12 CYCWs (PSI program), some of which may transfer-in to the FCC. We plan for 5 BIs and 7 CYCWs
- We have 2 FASD Keyworker staff (degree and relevant experience). The plan is to deploy 15 KW's. We have numerous staff qualified for this position, but not necessarily working in a CYSN-specific program at this time. Many would want to transfer into this program and will need CYSN-specific training.
- Plan is to deploy 4 Developmental Generalists to implement Developmental monitoring, consulting, parent-coaching, and case coordination services- in collaboration with MCFD

CYSN staff. We will need to recruit these staff or transfer other qualified staff into these positions.
- Plan to deploy 5 Family Support Workers, and we do have numerous Child, Youth and Family Counselor staff which may transfer-in to the FCC.
- ARC currently has 2 clerical support positions, one of which will transfer-in to a Program Admin Support position. The Plan is to deploy a total of 3 Program Admin Support staff to provide this support within the FCC.
- ARC does not currently have a vacancy in any of our CYSN-related positions, and we have maintained an unusually high staff retention rate for our sector.

Meridian Rehabilitation Services (in Kelowna, specifically for CYSN services):

- Currently have 2 qualified Speech and Language Pathologists, dedicated to providing pediatric services. The plan is increasing their complement to 5 FTEs.
- Currently have 1 qualified Occupational Therapist, dedicated to providing pediatric services. The plan is increasing their complement to 5 FTEs.
- Currently have 1 Therapy (rehabilitation) Assistant, dedicated to providing pediatric services. The plan is increasing their complement to 4 positions, supporting the practise of the SLP and OT teams, and support them in providing group-based and parent-support services.
- Currently have 1 Program Admin Support staff that will transfer-in to support these services.
- Currently have 1 Practice Lead dedicated to supervising pediatric services. The plan is increasing their complement to 2 Practice Leads to supervise and support SLP, OT, and sub-contracted SLP/OT practitioner teams.

Kid's Physio Group:

- Currently have 3 qualified (and under-utilized) Physiotherapists. The plan is to increase their complement to 4 additional positions funded by the FCC (there are already 3 additional therapists identified and will join the Group in September)
- Currently have 1 Practice Lead Physiotherapist, will move to full-time to supervise these services.
- Currently have 2 part-time Program Admin Support positions in place, and available to transfer-in to 1 full-time position to support these services.

BGCO:

- BGCO has a large complement of qualified staff, we will be able to promote existing staff to 2 Practice Lead positions- which will support a timely program start-up and Transition-In process.
- Currently BGCO has 5 staff qualified to be ICC Consultants to transfer into the positions, and will need to recruit 2 more.
- Currently, in the Central Okanagan BGCO the 33 ICC Worker staff in place to provide the 28.8 FTE's hours budgeted for those positions, which will transfer-in to the new service model. The also have Community Service worker staff that may transfer-in to provide the Life Skills program.

YMCA:

- YMCA currently has 1 General Manager and 1 practice lead that will support this program. They will recruit 2 new Support Workers to provide group-based life skills development services in the Central Okanagan.

- ***Service Model and Alignment to Community Needs***

ARC Programs and our agency-partners will develop and implement the FCC services, in consultation and collaboration with MCFD, through an integrated service delivery model to best meet the needs of the children, youth and families accessing the Center in this community. ARC and our partners have engaged with Indigenous advisors and will continue to incorporate their input and involvement and hire an Indigenous Relations/Community Development advisor, to ensure the services are developed and delivered through culturally safe practices and environments. We have extensive experience in developing services through a trauma-informed lens and provided comprehensive training to our staff in that regard. ARC Programs will implement a specific continuum of Developmental and Goal-focused services through the FCC and ensure a seamless service access experience for families as the services are coordinated with our agency-partners and integrated in each child, youth and family's Individualized Service Plan as indicated by their presenting and identified needs.

The Developmental and Goal-focused services will be based in the FCC and deliver services in coordination with our service partners in their settings, family homes and through on-line video sessions. When a family accesses services at the FCC, they will meet with a Primary Support Coordinator (Keyworker) and with consent, will engage in a brief screening assessment of their needs (About My Child); who will support the family in developing a goal-oriented Individualized Service Plan (ISP or My Support Plan) to address their identified needs. The Keyworker will act on behalf of the family as the navigator in accessing other FCC or partner-agency staff to meet with the family to begin providing their services (and/or assess their needs more fully) as required to address the child and family's needs and strengths. The keyworkers will provide information regarding child development, available services within the FCC. They will connect the families with relevant brochures, web pages, parent groups, play groups and other identified planning, while remaining in contact with them. They will also provide needs-based screening and developmental monitoring. They will be empathic and understanding with caregiver distress and prioritize family well-being.

The Keyworkers will provide the intake function, described above, and may have specific service objectives to be provided within the ISP, or may act on behalf of the family as the navigator in accessing the other services needed as per the ISP. The ISP may evolve as the family accesses specialized services of the multi-disciplinary team. The Keyworker will be the consistent point of contact for the family throughout the service engagement. When there is an indicated need then the child will be assessed further (Vineland and/or PEDI-CAT). If there is an identified Developmental Delay or Disability, the keyworker, in partnership with the family, will connect with Goal-focused services to provide standardized and clinical assessments of the

child's functional ability in the context of their Family and Circle of Support, including their school and/or community, conduct service planning, and refer within the FCC to develop a transdisciplinary team to provide needed therapies and interventions. They will also provide linkages to MCFD Disability and Provincial Services, as needed.

ARC will implement the following services through the Family Connection Centre site, on-line video services, schools, community, family homes, and our partner-agency NoCs.

Developmental Services

When a family accesses the FCC, the Keyworker will facilitate the screening process, identifying the service needs of the child/youth and family. A matrix is being developed with the partners, to assist the Keyworker and family in identifying which group-based services will best meet the needs of specific youth, according to their age and specific needs; as well as the potential transition from one group program to another as those factors change. Participation in one of the groups above, and which specific program will fit with the child's needs, may become a component of the family's individualized service plan (ISP). The services and objectives of the ISP may be staged to address priority needs first, with other services phased in as the family is ready for them and/or they are available if at capacity. Group-based services will be readily available when the family accesses the FCC, and for some children, youth, or parents, group services may be the primary or even only service accessed by them at that time. The ISP, and services provided through the FCC and agency-partners, will always be developed, and provided in response to the family's expressed strengths, needs, abilities and preferences.

Life/developmental skills for children and youth will be provided by ARC and our various agency partners and sub-contractors, with expertise and experience in providing specific programs for specific client groups (ages, needs). They will serve youth from either the Developmental or Goal-focused service streams. They will be provided in the FCC and various NoC locations and community, as referral demand dictates, to increase accessibility for families around the community, as described below:

Group Based Programs – BGC Okanagan, YMCA-Okanagan, City of Kelowna	

These programs will be peer to peer drop-in styled programs that will include a focus on life skills and social interaction both in a drop-in and structured program format. These will be delivered at BGCO clubs in four different service areas, as well in YMCA and City of Kelowna locations, throughout the community.	• Clubs
	  ○ West Kelowna
	  ○ Martin Centre
	  ○ Rutland
	  ○ Lake County
	• City of Kelowna (Parkinson Recreation Centre)
	• YMCA Okanagan (Kelowna Family Y in Rutland or Pandosy Street locations)

Life skills group-based programs will be delivered by 2 different agencies, and 2 other sub-contractors: the YMCA of Okanagan and BGC Okanagan; the City of Kelowna, and the Options

Program group. Each one of the agencies bring a different strategic lens to delivering these services in the community. The sub-contractor, City of Kelowna will be delivering specialized CYSN activity-based recreation programming that is delivered similarly to fitness classes over a term of time. The programming will serve children ages 6-18. The YMCA of Okanagan will be delivering specific programming on a closed-intake basis for a period of 12 weeks at a time and up to 40 youth per year. The age range for their programming will be from 13 to 18 and the goal is for the service to give the participants specific skill-based learning opportunities before they move on to more substantial opportunities in the community. BGC Okanagan will provide a peer-to-peer program with a focus on community engagement and social interaction for all children and youth with diverse-abilities from ages 6 to 18. These groups will be hosted at multiple locations across the central Okanagan during the week and on Saturdays. FCC staff (Keyworkers, Behaviour Consultants, Developmental Generalists) will be available as needed to support the partner-agencies in the initial and ongoing development of the group programs and content, to maximize the impact of the services and best-meet the needs of children and youth participating.

Parent coaching and parent group-services will be provided by the FCC, by a staffing combination of our Family Support counsellors, Developmental Generalists, Behavioral Consultants and Keyworkers; and/or other partners (Meridian, Kid's Physio Group); and will consist of a combination of those receiving developmental services and goal-directed services, depending on their identified needs and priorities. Parents with younger children's groups may focus on learning play, attachment parenting, nutrition, sleep and reading programs, with education on milestones and monitoring developmental lags. Parents of older youth may have groups on limit setting, developmental versus chronological age considerations for reasonable expectations, social emotional learning, executive functioning supports, Dr. Greene's Collaborative and Proactive Solutions, and positive parenting. All groups will have an emphasis on parent and caregiver health, self-care, and connection in a welcoming, relaxed, and social atmosphere. Referrals and partnerships with other parent groups in the community will be considered to not duplicate services. Which staff, and combinations thereof, will be presenting the groups will depend on the needs of the parents attending and may vary over time. The groups will usually be held within the FCC but may be held in a NoC location if there are small groups of parents with similar needs, near those locations. We will develop standardized modules of educational content that will be commonly needed and could be delivered by various staff. However, as we identify specific needs that are common for small groups of parents, we will develop and provide more specialized content. For example, while Meridian Rehabilitation services will also provide specialized parent groups within their setting (see below), a Meridian (SLP or OT) therapist may participate in a group offered at the FCC, for example with a Behavioral Consultant to provide address specialized needs. We will also have the option of delivering parent-group services through one of the NoC locations, to increase accessibility for parents near those locations. ARC and our partners will utilize the varied skills and expertise of the multi-disciplinary team to design and efficiently deliver specialized skills building and support services that meet the needs of the families accessing the FCC.

The Developmental Support Services for Families is designed to build on strengths and reduce risk factors of infants, children, and youth. We partner with the caregivers to build the capacity of their families to provide ongoing nurturing care for their children. Families are directed to this

service by their keyworker if the child 0-18 has or is at risk of a developmental delay, diagnosed disability, or has complex needs. A family-centered service is used to encourage positive parent child interactions and to facilitate the child's progress. To foster secure attachment and developmental progression, parents are supported in recognizing their child's cues and to respond in ways that promotes a sense of security in their child. The Developmental Generalists support parents in optimizing their child's development and accessing community resources. The Developmental Support Services for Families operates using a caregiver-driven approach that focuses on the family's individual needs and strengths.

The Developmental Generalists operate in a guide role to provide families with the following services:

• Assistance with referral, coordinating, interpreting, and implementing an IHCAN assessment and recommendations if this is an avenue the family is interested to pursue.

• In-home, community and/or virtual support services and strategies that help increase the child's success in the home and community environment.

• Education and consultation services for families and community partners.

• Support with school and educational planning.

• Assistance with accessing community resources and services.

Developmental Generalists will check-in or have a session to provide developmental monitoring with families a minimum of monthly while they are receiving services and attending parent or child groups. If or when families and their infants, children, or youth require more intensive services than the Developmental Family Support Services can provide, due to the developmental delay, complex needs, or diagnosed disability, then their keyworker will transfer them to goal-focused services, listed below.

Goal-focused Services

Family Support (Family Support counsellors and/or Keyworkers); educational services, and behavioural support for skills development for success in school, employment, social and community inclusion and overall quality of life. (CYCWs and Keyworkers). Mental Health Supports are part of these services, as they address overall development, including social and emotional well-being for ages 0-18. When Clinical Mental Health Services are required due to high need, a referral to either onsite, community or virtual support will occur, and we will provide space for these clinical mental health professionals to work at the FCC.

Family Support Counsellors for those families that have multiple barriers to accessing supports and their screening has identified a Developmental Delay or Disability and is predictive of caregiver distress. A person-centered, family approach is used in planning and prioritizing goals and in implementing interventions. We will first work with the parent to support them with their potential grief, loss, overwhelm and their own self-care strategies, including sleep hygiene, nutrition, and identifying natural supports to promote respite and connection. Initial interventions will be based on the intake (About My Child tool) and is critical for those families that are

immediate high need to develop and implement changes such as rituals and routines, sleep hygiene, nutrition, and environmental adaptations to improve targeted outcomes. Children cannot learn when they are hungry or tired. They are likely to be more irritable at home, need more sleep, and more "decompression" time at home after school. The involvement of parents and caregivers in treatment enhances the probability that the skills the child learns will be generalized to other environments. Parents are the children's first and best teachers. They must be an integral part of the assessment and planning team for the child. They provide invaluable insight about the child that may otherwise not be observed or known. Therefore, it is paramount to create a partnership with the parents and the child, as Dr. Bruce Perry (attachment and neurodevelopmental Model of Therapeutics approach) and other research (Miller – 40% of change in therapy is based on the therapist/client relationship) has shown that a trusting relationship creates an emotional and social climate of safety that optimizes learning. This is paired with interventions of sufficient repetition and duration to build synaptic connections that will improve functioning. The Family Support Counsellor will build on information in a conversational style while rapport is being built, regarding the current family structure, health conditions/medications/allergies, school, sensory, co-morbid psychiatric conditions (most frequently anxiety (including OCD, Generalized, or social anxiety), depression, ADHD), challenging behaviours, social skills and awareness (insight), activities/interests/friends, strengths (including what is working now), needs, abilities, preferences. From this information we discuss with the family their desired long-term outcomes and collaborate on support plans. We also ensure that we discuss the family's commitment to service (their child/youth as well as their own) and any possible identified barriers to service, as we know that research shows the involvement of parents and caregivers in the treatment enhances the probability that the skills the child learns will be generalized to other environments. The family will decide with the counsellor on how long and how many times per week for service are needed, and treatment interventions can begin concurrently with gathering information for the comprehensive assessment.

The counsellor will be flexible to meet the family during the time and place that works best for them, while also taking into consideration the occurrences of challenging behavior for observation and interventions. It is not uncommon to meet early in the morning for school refusal, difficult transition times, or in the evening for bedtime battles. The predictability of a schedule will decrease the anxiety of not knowing what will happen next. Also, the child may be more motivated to complete a task if they see it is followed by a more enjoyable task or activity, and transitions also become more predictable with this planning, reducing frustration and problem behaviours that may result. Visual schedules and other prompts would be utilized to support the child/youth and family with developing structure and routine both in and outside the home. Parents will be provided with strategies and immediate feedback in their interactions and communication with their child and modeling strategies to parents and caregivers is used along with role playing to teach parent-child interactions. Counsellors will provide parenting support and education, and Emotionally Focused Family therapy (EFFT), Parent-Child Interaction Therapy (PCIT) will be utilized, along with Collaborative Proactive Solutions, Neufeld Institute's Attachment-based Developmental approach, Dr. Perry's Neurosequential Model of Therapeutics approach, Motivational Interviewing, Positive Behaviour Supports, Positive Parenting, Cognitive Behaviour Therapy (CBT), Dialectical Behaviour Therapy (DBT), cultural teachings, and other trauma-informed practices. Counsellors will focus on connections to natural

and community supports, emotional stability, parenting strengths and skills, interpersonal and life skills, and family connections and coping strategies.

Behaviour Consultation and Intervention services for families and caregivers with children and youth with Support Needs will assess and address the child's challenging behaviours and areas of skill deficits through a Comprehensive Functional Assessment, developing a Positive Behaviour Support Plan; and providing a range of support, training, and consultation services. The program component will utilize an outreach, community based, family centered service delivery approach to support families to reduce and replace challenging behaviours and improve functioning in the home, school, social and community settings. These services will be provided for children/youth ages 0-18 who are diagnosed with or have clinical indications of FASD, ASD, Fragile X syndrome, Down's Syndrome, Mild, Moderate or Severe Intellectual Disability, Complex Developmental Behavioural Conditions, or other Support needs requiring this level of assessment and intervention. The Comprehensive Functional Assessment will include information provided by the family through the About My Child tool, and in initial meetings with the Keyworker; including specific background information, client description (physical characteristics, cognitive abilities, communicative abilities, motor/perceptual ability, self-care skills, social skills, community activities, domestic skills, leisure/recreation interests, etc.), and family/caregivers status and relationships, program placement (school, day program, etc.), health and medical status, mental health concerns or diagnoses, and previous and current treatment services. The Behavior Consultant/Analyst will assess functional analysis of behaviour, mediator (primary caregiver and/or guardian) analysis, and motivational analysis (e.g., preferred activities and reinforcers in client's life). It is a multi-dimensional process to understand the child's multiple "ages" of development; chronological, emotional, social, cognitive, physical/health, and spiritual. This is supported by the NMT and developmental approach, and a history of the child's primary caregiving and the caregiver's parenting is also documented. The Functional Analysis of Behaviour part of the assessment contains the analysis of the problem behaviour, analysis of the history of the problem, antecedent analysis, consequence analysis (identify possible reinforcers, support plans that have been used in the past, etc.), analysis of ecology (identify the mismatches), and analysis of meaning of the behaviour. As the Behaviour Consultant/Analyst completes the Comprehensive Functional Assessment, they will develop a Positive Behaviour Support Plan in consultation with the family. The Consultant may have a continuing role in implementing and refining that Plan; but most often would provide training and support to her parents in implementing the Plan, and/or to a Behaviour Interventionist or Child and Youth Care Worker that will support the family in implementing the objectives of the individualised Plan. If the child is pre-school age, or the Plan objectives are primarily within the family home, and Behavior Interventionist (BI) may be assigned to engage the family in implementing the Plan. If it is a school-age or older youth, a Child and Youth Care worker (CYCW) will engage the youth and family in implementing the Plan in the home, school, and community. There will be specific objectives and services activities identified within the Plan that the BI or CYCW will implement with the child and family. The Behavior Consultant/Analyst, and/or Practice Lead, will be available for clinical consultation for the BI or CYCW as the Plan is implemented. The Behaviour Consultant/Analyst and support staff will meet with the family 3 months after the Plan

is developed; to review implementation of the objectives and the child and family's progress, and refine the Plan as needed. The Positive Behaviour Support Plan may be a component of a broader ISP that will be developed by the Keyworker with the family, and other needed services of the continuum provided through the FCC and partners. When the family no longer requires the intensive services of the behaviour consultant, the child may continue to have skills sessions with the behaviour interventionist or child and youth care worker, or if the child is group ready and the parents are willing to connect with a parent group service, if needed, then the family may transfer to developmental services, see above.

Options is a more specialized and intensive group-based program, that will be delivered by sub-contractor (3 Special Education Teachers) in collaboration with FCC staff, for small groups of children and youth with more significant Support Needs. These children and youth will be accessing other goal directed services, such as behaviour consulting, behaviour intervention or child and youth care workers, OT, SLP, PT and/or family support counsellors. Options will operate within the FCC and offer community-based programming designed to provide opportunities for individuals with significant diverse abilities. The program was originally developed as a supplemental service to enhance school programming (primarily for children that could not attend a regular school setting) with the goal of facilitating the development of developmental and interpersonal skills including self-regulation, social interactions, executive functioning, life, and leisure skills. Options will provide learning opportunities based on individuals' strengths, needs and interests. Options values a collaborative approach with the understanding that parents/guardians and the individuals are key team members. Options aims to provide those with diverse abilities contextual learning while building relationships with peers, family, and community. There will be a high staff/child ratio in the program, to ensure safety and efficacy with small groups of children and youth with significant behavioral challenges. The Options program has developed several different types of groups with content tailored to children or youth with varied needs, which will be selected and delivered as the needs of children accessing the program are identified. The program will operate two or three 2-hour sessions per week, serving 5-8 children in each session, primarily during the school year.

Specific therapy service streams will be provided by our sub-contracted agency partners, below, with specialized expertise and established practice:

Meridian Rehabilitation Services

Meridian Rehab provides pediatric therapy services to children from birth to the age of 18. While capable of providing services to infants, most of the children worked with are between 2 and 16. The therapy services to be provided include occupational therapy and speech-language pathology.

The agency is experienced and will work with children who have a wide variety of conditions including autism spectrum disorder (ASD), Down's syndrome, attention deficit hyperactivity disorder (ADHD), developmental coordination disorder, etc. Regardless of diagnosis or challenge, the focus is always on identifying the child's functional potential, setting agreed-upon and realistic goals for reaching functional potential and working with the appropriate

agents of change (parents, caregivers, teachers, etc.) on developing and implementing programs that will achieve those goals.

Meridian Rehabilitation practices target therapy to the most effective Agent of Change. Our pediatric populations tend to need guidance and support to follow programming and make the desired changes; their father/mother/caregiver tends to be the most effective Agents of Change in their program. The Philosophy of Practice is to target and teach the Agents of Change how to implement the program (e.g., help with transitions, help with proper pronunciation of words, help with handwriting) effectively in the home and community. Programs are designed and delivered with this Agent of Change in mind. For example, if the parents are the child's Agents of Change, they are asked to join the therapy sessions and be active participants, learning alongside their child. It is understood that each family has a unique situation, so we work with the family to determine who is the best Agent of Change to support their child. We will provide education and support to our clients and their families on how to enact change. Working with the family and their Keyworker to develop agreed-upon goals, we break down 4 main barriers to change:

- Understanding of change
- Agreement to change
- Motivation for change
- Capability for change

By having these open discussions about change, we help to create family-centered plans that will feel achievable given their unique circumstances. The (OT or SLP) therapist works with the family to organize an initial specialized assessment. After the initial assessment, the therapist writes a therapy plan that includes the child and family's goals. The plan outlines the status and action plans for targeting the functional goals. The expectations are that a therapy plan is updated every 3 months to review goals and priorities with the child and their family.

The therapist will work with the family, Keyworker, and other involved services to develop and implement a transition support plan, if/as indicated by the family's needs and preferences, as the services provided by Meridian are completed.

Meridian services will involve:

- Ensuring therapists outline and educate families on our philosophy of practice: agent of change, change framework.
- Once therapy has initiated, therapists will apply "Teaching Standards" to support the child and the agent of change with targeted goals. *See Appendix B for an outline of our Teaching Standards.*
- Therapists will be expected to update goals every 3 months with the family and provide an updated written therapy plan. *See Appendix C and D for blank and sample therapy plans*. The therapy plans would include the following information:
    i. Updates from family that have impact on programming or goals.
    ii. Actions implemented since the last therapy plan.
    iii. The current status compared to the previous status.
    iv. Setting a new goal: either adjusting the previous goal if not met or creating a new goal if the goal was met.
    v. Outline the next steps for programming.
    vi. Include a quote for services over the next 3 months *See Appendix E for quote calculator.*

- Establish group programming that can benefit a variety of children. The benefits of group programming are that it can better mimic real-life situations, allows for peer support, provides opportunities for children to develop relationships, and provides more motivation to engage. Some examples may be:
    vii. Executive functioning support: organization, planning, attention
    viii. Sleep Hygiene
    ix. Play Group
    x. Social Group
    xi. Special Interests Group
    xii. Articulation Group for speech sounds
    xiii. Transition from youth to young adult
    xiv. Early Language Development Group
- Establish group programming or education sessions for parents or support system. This could take a variety of approaches:
    xv. Education on specific topics for parents or supports to implement.
    xvi. Parent-mediated groups: once education has been provided by a therapist, set up parents or supports to connect between education sessions to debrief on how implementation of strategies is translating to home life.
    xvii. Parent or Caregivers education on their own self care while caring for children and youth with support needs.

In addition to the direct services to families provided by Meridian Rehab therapists, Meridian will collaborate with ARC Programs, to recruit, develop, train, support, supervise and monitor a small network of sub-contracted SLP and OT private therapists in the community. Meridian will:

1. Assist ARC Programs with the procurement of therapists for the "FCC Therapist Network". This will be done through an RFQ method (similar to how therapists currently apply to be a service provider to ICBC or WSBC).
    a. Assist with developing contracts for the therapist network
    b. Assist with developing qualification standards
    c. Assist with reviewing the RFQ applicants and choosing the therapists to meet the referral demands
    d. Establish Standards of practice for the therapeutic services as per the philosophy of practice.
2. Provide education or training to ensure consistency of services throughout the network.
3. Support therapists in implementing parent coaching model and teaching standards. This can be done in a variety of ways:
    i. One to one coaching
    ii. Video review of therapist working with a child and their family, followed up by a feedback session with the therapist.
    iii. Sitting in on sessions with therapists to then provide feedback on their coaching in session.
    iv. Group format with multiple therapists to educate on coaching techniques.
4. Support ARC Programs to monitor and measure the performance of the sub-contractors,

and ensure the satisfaction of the children, youth and families with the services provided.

5. Referral distribution – collaborate with ARC to implement a system to triage and distribute the rehabilitation referrals, when or as Meridian's capacity to serve them is exceeded, through this network, while ensuring an integrated approach to service planning for the families- pre and post service delivery.

Kid's Physio Group- Kelowna

Kids Physio Group therapists come from a wide range of backgrounds and experiences, and excel at providing fun, world-class physio. There are several systems in place to ensure that clinical excellence is maintained across all our therapists and sessions. As one of the largest single employers of pediatric physiotherapists in the world, Kids Physio Group has an obligation to continuously update and improve our training systems for new therapists. The company currently has a comprehensive 8-month mentorship program that is required for new (or new-to-pediatrics) clinicians, and highly recommended for every member of the team The program includes over 50 hours of online modules, supplemented by case study discussions, supervised clinical sessions, and direct mentorship by a senior clinician within their clinic. Once the mentorship program has been completed, therapists at Kids Physio have multiple opportunities to continue their learning to stay up-to-date and provide best practice for every child who walks through our doors. For professional development outside of the company specific learning opportunities, clinicians are expected to take 1-2 courses per year to enhance their scope of practice.

Many Kid's Physio Group therapists have undergone specific training to service specialized populations, such as RASP clinicians who work with children with Autism under the age of six, CCMI clinicians who treat pediatric concussions and head injuries, and Pelvic Health practitioners who treat a myriad of pediatric pelvic-related conditions.

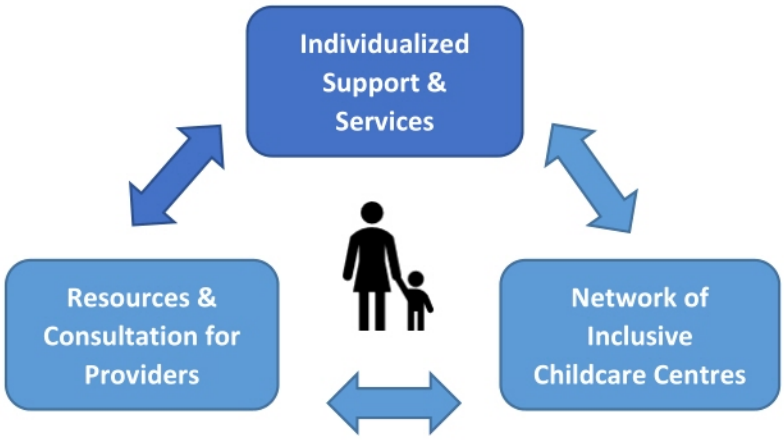
Kid's Therapy Group- Kelowna is a private pediatric physiotherapy clinic affiliated with the larger company. The clinic was created with the vision of empowering children and youth to achieve their highest physical potential, with access to specialized therapy equipment, highly trained clinicians, and a space designed specifically for kids. With the children's well-being and treatment top-of-mind, the team of physiotherapists will bring in-depth experience working with infants, children, and adolescents with a variety of developmental, neuromuscular, orthopedic, congenital and, acquired disorders. Treatments focus on improving independent mobility, strength, flexibility, balance, coordination, endurance, gross motor skills, and motor planning. As a facility that focuses on family-centered care, treatment plans are created with cultural safety and participation as the main goals, allowing kids to be kids and get the most out of every physiotherapy session. Babies, kids, and teens function differently from adults, and Kids Physio Group spaces and team are equipped to provide the highest quality physiotherapy care, delivered in a fun, safe, and engaging way.

Kid's Physio Group will work collaboratively with each family, the ARC Keyworker, other therapists (Meridian) FCC service practitioners to support an integrated service plan for the child and family. Patient and Family Centered Care is fundamental, and as such maintaining clear and timely communication with all members of a child's care team regarding the child's need and progress will be ensured. Kids Physio Group is dedicated to ensuring the clinic is a safe space of healing and empowerment and have invested in training for all staff members in DE&I, cultural safety, and trauma informed care. They are committed to investing in education to ensure every family that walks through the doors will feel safe and supported through their therapy journey, and the same applies to every member of the team.

Inclusive Child Care Services

These services will be provided through the partnership between ARC Programs and BGCO (Boys and Girls Clubs-Okanagan), through a sub-contracting relationship. The (Inclusive Child Care) Individualized Support Consultants will be based within the Family Connections Center (FCC), working closely with the FCC Keyworkers and other services required by the family. The Consultants will also work through the various BGCO locations, and with other day cares around the community, to ensure accessibility and safe inclusion of the children with Support Needs within day care centers.

Inclusive Childcare Service Delivery Model



Model Overview

Inclusive Childcare (ICC) services will prioritize the needs of families, ensuring that they have access to safe and appropriate care for their children and that their choices are respected to the greatest extent possible. The needs of children that ICC will serve span a spectrum, from children that need a little extra support to those needing a high level of support to fully participate in childcare settings. Our ICC services will fully address needs along this spectrum, including providing access to Individualized Support Consultants that can offer resources and

consultation to childcare providers, providing extra staffing supports and staff training to childcare providers and early childhood educators, and providing access to a dedicated network of Inclusive Childcare Centres that will be permanently staffed and supported to work with children that have more specialized or intensive needs. ICC services will help to ensure that all children are included in, and learn from, their preschool, daycare, or afterschool program experience.

Inclusive Childcare Services will:

- Accept referrals from both parents and professionals who work with children with developmental and behavioural challenges from birth to 19 years through the Family Connection Centre (FCC);
- Give priority to the inclusion of children in licensed childcare and preschool programs, and;
- Contract with childcare providers, preschool operators, and families to provide inclusive care and developmental opportunities.

Individualized Support Consultants will:

- Be based in the FCC, providing rapid access to integrated services, as indicated by the presenting needs of the children and families;
- Work with the family and childcare provider to determine the level of support and funding for staffing that is needed based on the child's individualized plan;
- Be continuously involved with each family and/or childcare provider to ensure that their changing needs are addressed, and services can be appropriately adapted over time.

Inclusive Childcare Model Components

1. Resources and Consultation for Providers

All childcare providers in the Central Okanagan will have access to Consultants to provide supports, consultation, training and access to specialize equipment that allows all chidren to be included in childcare in our commmunities without barriers. Consultants will be available to answer questions, provide links to valuable resources, and give practical tips, advice and solutions to support childcare providers on implementing the BC Inclusive Childcare Framework. Our goal is to foster high quality, consistent and inclusive care through services, ensuring that childcare providers can provide inclusive care for all children regardless of their individual support needs. Our services will include:

- Facility-based consultation
- Program Consultation
- Behavior Consultation
- Training and education that promotes inclusion and embracing diverse abilities
- Equipment Lending library

- Family Support
- Listing of Childcare options that are inclusive
- Other Resources and supports as needed by providers

2. Individualized Services and Supports

Our Individualized Support Consultants will assist daycare, preschool and out of school care programs by providing targeted consultation and additional staffing that facilitates the inclusion of children requiring extra supports in the family's setting of choice. Based on a child's individualized needs as identified by consultants in consultation with families and through an assessment and observations, additional staffing support will be provided to ensure the child will be successfully included in their childcare program. These staffing supports will be provided at:

- Daycares
- Preschools
- After-school care programs
- Childcare Centres across the city

In addition to staffing supports, Consultants will use a wide variety of targeted strategies to teach, demonstrate and support childcare program staff in the use of effective strategies when including children with extra support needs. These strategies include direct hands-on support and modelling of interaction styles as well as workshops and training opportunities on inclusion and other specific childcare related topics such as social emotional skill development. Childcare programs may also access our Resource Library for any equipment needed to enhance their programs for children with support needs.

If the child or family require other support, therapy, parenting, or intervention services, this would be identified through the initial contact and screening process at the FCC. A Keyworker will work with the family, Individualized Support Consultant, and other needed service providers within the FCC continuum to develop and coordinate an individualized service plan to address the child and family's needs.

3. Network of Inclusive Childcare Centres

In addition to providing resources/consultation and individualized supports, our ICC services will include a Network of Inclusive Childcare Centres that ensures children of all abilities, and their families have access to quality childcare, allowing them to learn through play with other children in an inclusive environment. Each Centre in the network will be provided with the necessary funding and supports so that staff can work interchangeably as a team to support and meet the needs of all the children in their program, including children requiring high levels of support to fully participate. The Centres will be able to provide connections to help families access other services such as individualized supports, group-based services, or other services offered seamlessly through the Family Connection Centre. The Network of Inclusive Childcare Centres will be provided with:

- Funding to provide continuously enhanced staffing levels
- Ongoing assessment and modification of the physical spaces to meet children's need
- Ongoing access to up-to-date information, resources, and training.

Service Plan- part B

Strategic Goals and Objectives

1. Establish the Family Connection Center- Facility

Objectives:

a) Confirm location and establish the lease
b) Contract for any needed renovations to customize the facility to meet program and client needs.
c) Purchase and assemble all office equipment and furnishings through the facility
d) Assemble and organize all program-specific furnishings and equipment
e) Decorate to provide a welcoming and culturally-safe environment

2. Expand the agency Administrative infrastructure to manage the FCC services

Objectives:

a) Deploy additional an HR staff, under the current Director-HR, to support FCC staff recruitment and ongoing HR/LR processes
b) Promote the Finance Officer to Director of Finance, deploy additional data-entry and book-keeping assistant position
c) Establish the Director of Services- FCC position, that will directly oversee the FCC; including practice Leads, staffing, agency-partners and sub-contractors
d) Deploy a Operations Coordinator position, to provide hands-on Operations support services; to maintaining the facility, vehicles, communications, etc.
e) Deploy an FCC Office Manager position, to provide all administrative office functions and coordinate and/or support the FCC Program Admin staff activities.

3. Develop and implement Contracts for services with agency-partners and sub-contractors

Objectives:

a) Confirm service deliverables for each agency-partner as/after the FCC Contract is developed with MCFD
b) Confirm 'approved sub-contractor' process with MCFD
c) Develop the contract template for partner-agencies and other sub-contractors, in consultation with MCFD as applicable

d) Complete negotiations, contract content refinement, and implement contracts with each partner agency.
e) Work with Meridian Rehab, following consultation with MCFD, to develop specific contracts for sub-contracting to private therapists on an as-needed per-client basis.

4. Expand and develop our technology infrastructure

Objectives:

a) Work with our technology support service provider (Northern Computer) to refine our technology plan to meet our expanded needs once we know the funding available to set-up the FCC technology.
b) Review with Northern Computer the technology requirements for the FCC and identify what system will work best and equipment needed to meet requirements. Ensure system is compliant with Ministry privacy requirements.
c) Look at options for a dedicated website for the FCC following specific requirements and privacy restrictions.
d) Purchase required equipment to set up network and look at lease options for items such as laptops, desktops, printers, and other equipment.
e) Contract to have FCC website built and maintained ongoing. Involve Northern Computer in development so they can link FCC system into the website.
f) Northern Computer will begin to set-up required systems and prepare laptops and other equipment for FCC staff.
g) Establish contract with Northern Computer to provide maintenance of system, anti-virus and security monitoring and support, and on-call support as needed.
h) Develop and implement a staff training program.

5. Develop and implement a strategic staff recruitment plan for the FCC and agency-partners

Objectives:

a) Confirm or develop all Job Descriptions
b) Develop a collaborative communications plan
c) Develop and implement a shared Advertising campaign for recruitment
d) Pool HR resources to recruit, screen and hire needed/new positions
e) Develop (or refine) and implement initial and ongoing staff training programs, on a collaborative basis for the multi-disciplinary team, and specific FCC and agency partner positions.
f) HR to find other ways to advertise for positions that will reach more First Nations and Indigenous people.
g) Update our website, and a new website for the FCC to show ARC's positive culture so Indigenous people can visualize themselves working at ARC and apply.

h) Encourage and financially support Indigenous applicants that do not have the level of experience or education necessary to assist with taking the courses needed concurrently while they are working in the position, to increase hiring equity.
i) HR to track disaggregated data of number of Indigenous and non-Indigenous applicants, number of those that are interviewed and number of those that are hired, and gauge improvement after one year.
j) HR to have support of Indigenous Relations advisor when staff are needing support or have feedback or concerns.

6. Establish and continue to develop Strategic Relationships in the community

Objectives:

a) Protocol development and confirmation with SD#23, IHA.
b) Community committees
c) Develop an Agreement to sign off by all rights holders to acknowledge and provide a commitment of a continuing relationship between ARC and all Indigenous communities (Westbank First Nation, Okanagan Indian Band) and agencies in the Central Okanagan will be developed together.
d) The səxʷkn̓xitəlx k̓l̓ c̓əc̓málaʔ (those who care for the children) Indigenous Early Years Table is another partnership that ARC Programs is developing relationship with and will attend all meetings that the FCC is invited to with the purpose of relationship and direct input to the delivery of services and environment of the FCC.
e) ARC Programs to purchase products and materials and services from Indigenous businesses and companies whenever possible, to show our financial support and to promote the success of Indigenous businesses.

7. Develop and expand Cultural advisory capacity for the FCC and partners

Objectives:

a) Establish an Indigenous Relations Advisor position within the agency to assist with Community Development for the start up phase of the FCC.
b) Have the Indigenous Relations Advisor position continue to provide training and knowledge keeper as a function of their role within the agency.
c) Further develop relationships and roles of Indigenous elders and families in WFN, OIB , Metis and urban community.
d) Expand the agency Diversity, Equity, and Inclusion Committee to include Indigenous Relations Advisor and representation of FCC Practice Leads and staff, including to assist with the development of reconciliation policies.
e) Establish client-based cultural advisory group that is represented by caregivers with lived experience of providing care for children and youth with different levels of support needs, and diversity with Indigenous, Black and Persons of Colour representation.

f) Engage focus groups of youth and continuing leadership table and advisory with key families, elders, and community partners to continue to evaluate the cultural safety plan that was developed with their direct input. Their feedback will continue to improve the plan and to keep doing what is going well.

8. FCC Program Development

Objectives:

a) Review, refine and /or develop agency program processes, policies, and practices in relation to the new FCC service model and CYSN Service Framework.
b) ARC and our agency partners will collaborate through representation on our Diversity, Equity, and Inclusion committee to develop and share a common approach to staff training and resource development, policies, and practices, in relation cultural safety and anti-racism practices, across the services provided through the FCC. This will include diverse representation of Indigenous, Black and Persons of Colour on our committee.
c) Identify and develop program materials for various program components that represents diverse populations, including different languages, Indigenous, Black and People of Colour, and children and youth with all levels of support needs.
d) Review, refine and develop new case management and clinical records for the FCC and partner agencies, to meet the needs of MCFD and Accreditation requirements.
e) Engage an advisory group of youth with lived experience of diverse abilities, that includes a diverse representation including Indigenous, Black, and Persons of Colour, to directly inform programming needs.

Resource Planning

As mentioned in the Strategic Goal above, ARC Programs and our agency-partners will engage in developing and implementing a strategic staff recruitment plan; that will include a coordinated communications process in the community, a shared Advertising campaign, pooled HR resources and collaborative staff training program development and implementation.

ARC Programs has many of the staff that will be needed for the FCC already, that will transfer-in to the new program/components. We expect that our communications plan, and our collaborative recruitment campaign, will create some enthusiasm in the community, and that other service provider's staff may apply to the FCC and our partners; especially for staff of agencies that may lose their contracts for the services that will now be provided by the FCC. We are offering competitive wages, excellent benefits, and an exciting work environment within an innovative service model; with an agency that has an excellent track-record for staff retention.

There is a few positions that we don't have a full complement of and may be more difficult to recruit for, which are primarily those that are more specialized with higher qualifications: Practice Leads, Developmental Generalists, and Behaviour Consultants/Analysts. ARC and our partners will implement a recruitment campaign on a Regional, provincial, national basis,

utilizing on-line advertising, career advertising/search sites, our agency web-sites, professional and agency associations and other agency contacts. We will have several months to recruit, and will begin immediately upon notice that we are the successful proponent. We can start with less staff than optimum, if need be, and phase in the level of services in February and March.

Kid's physio has full staff complement available and waiting for this opportunity. Meridian has staff in place, but needs to hire more, and has excellent reputation and contacts in the professional network. There will be potential staff in other communities (Vancouver, Vernon, Kamloops) that may want to transfer in, and live in the Okanagam! We are confident that we will be able to recruit therapy sub-contractors by the time we need them. BGCO has most ICC Worker staff in place in place, and several qualified ICC Consultants, as well as staff that may transfer-in to the Group-based services. YMCA also has staff ready to transfer-in for those services, as does the City of Kelowna and the Options program.

Reconciliation Planning

ARC will hold an Open House when the FCC is developed and invite a Syilx elder to name the FCC with an N̓syilxčn̓ name and provide an opening prayer, while honouring and respecting all protocols. Have the N̓syilxčn̓ name as prominent signage with the Family Connection Centre name underneath.

ARC will make spaces for smudging in the FCC and as many other NoC spaces as possible, checking with a fire marshal for proper ventilation to reduce smoke alarm sensitivity and other necessary modifications, in addition to honouring other Indigenous culturally relevant practices.

ARC Programs will continue to discuss partnering on a project with the Indigenous Land Based Learning program for youth (ages 12-18 years old) that have low support needs and identify as Indigenous and access programming at the FCC.

ARC Programs will participate in the səxʷkn̓xitəlx k̓l̓ c̓əc̓málaʔ (those who care for the children) Indigenous Early Years Table to promote projects regarding support and awareness of the FCC, both in WFN community and urban Indigenous peoples for events and ways the Early Years table and their service providers can also be promoted through the FCC.

ARC Programs will actively support and encourage volunteering to the Ki-Low-Na Friendship Centre for Indigenous Peoples Day. Staff will also acknowledge Louis Riel Day (also Family Day in BC) and National Day for Truth and Reconciliation at work, and when they are having the day off work, on statutory holidays. The recognition of these dates and their significance to be conveyed with social media and other public awareness, and by email and in our quarterly ARC newsletter to all our staff. ARC will have active participation in acknowledging and commemorating Every Child Matters on September 30th, and Missing and Murdered Indigenous Women and Girls on May 5th, and providing education and awareness of how colonialism, the Indian Act and Residential schools are significant contributors to the vulnerability of Indigenous women.

All staff, including subcontractor staff that are full and parttime permanent staff, are to continue with taking San'yas Anti-Indigenous Racism Cultural Safety Training as a foundational course.

The Diversity, Equity and Inclusion committee will assist the creation of monthly Lunch and Learns for staff to participate in a 94 Calls to Action Reading Circle for Reconciliation and other Indigenous focused learning.

ARC will organize a team day with ARC and staff of the FCC (perhaps on different days if group is too large, such as in transdisciplinary team groups to build relationships) to attend the Sncəwips Heritage Museum and the Okanagan Heritage Museum. The Sncəwips Heritage Museum provides guided tours to learn about local Syilx history. The museum provides a protected place for sqilxʷ culture and heritage. The museum has amazing collections, histories, and oral stories of the Syilx people from a Sqilxʷ perspective. The Okanagan Heritage Museum has a Syilx Okanagan kekuli or pithouse, which is one of the many experiences and stories there. This focus on the resurgence of Indigenous peoples and culture is imperative to see the strengths and learn the gifts of the Syilx local culture. Also, to take a Westbank First Nations public art community tour, and to support the Indigenous artists of the community in our FCC space.

ARC plans to arrange the presentation of an academic and performative artist from the Indigenous studies at the University of British Columbia Okanagan (UBCO), or the Sqilxʷ Apna Society for a storytelling training event. These Captikʷ stories are performed using full body movement and expressive gestures so that it engages all ages. This is a revitalization of language and to retain the learning that's important to the Okanagan people in teaching the customs, laws, and practices. The Sqilxʷ people of the Syilx Territory are known for their storytelling skills being fully animated and humorous, which is an engaging and interactive way to learn, retain and have respect for this important local cultural knowledge.

All staff are to take Indigenous training at least annually, with a focus on Syilx Okanagan local territory knowledge. We will engage a knowledge keeper to provide in-house training every quarter, focused on aspects such as intersectionality of Indigeneity, Children and Youth with Support Needs, and 2SLGBTQ+.

The Diversity, Equity, and Inclusion committee will assist with the development of reconciliation and anti-racism policies.

Leadership is taking The Federation of Community Social Services of BC Transformative Reconciliation course in the fall and will begin taking an N̓syilxčn̓ language beginners course this summer.

FASD information and specific needs and intervention strategies are to be a focus of the FCC, for all staff and the public, to provide "no shame, no blame" information to destigmatize FASD, while still focusing on healthy and community supportive pregnancies for all social economic and ethnic backgrounds.

We will support the Representative for Children and Youth's report, "Excluded: Increasing Understanding, Support and Inclusion for Children with FASD and their Families", to improve the general lack of understanding about this 'invisible disorder'. ARC and the FCC will also support the work of the Okanagan FASD Awareness Committee and assist them to promote their

support of the FCC for providing intervention for children and youth with FASD and their parents and caregivers.

Appendix B2 – Network of Centres "NoC"

Service Provider	**Arc Programs**

Name	Location
BGCO Peachland	5684 Beach Avenue
BGCO west Kelowna Early Learning Centre	2829 Inverness Road
BGCO West Kelowna Youth Centre	2466 Main Street
ARC Programs	513 Bernard Avenue
Downtown YMCA	1011-505 Doyle Avenue
BGCO Martin	1434 Graham Street
BGCO Lake Country	9870 Bottom Wood Lake Road
City of Kelowna Parkinson Recreation Centre	1800 Parkinson Way
Kids Physio Group	103-2045 Enterprise Way
Family Connection Centre	#130-1640 Dilworth Drive
Options	Located within the FCC
BGCO Rutland	355 Hartman Road
Kelowna Family YMCA	375 Hartman Road
BGCO Cameron Park	2337 Richter Street
Pandosy Street YMCA	201-2949 Pandosy Street
Meridian Rehabilitation Consulting	3022 Tutt Street
BGCO AME	4489 Lakeshore Road

Other "NoC"	
Virtual & Outbound Services	Available throughout the Central Okanagan region

Page 303 of 621

Withheld pursuant to/removed as

s.13 ; s.17

ARC Programs - Kelowna
Payment Schedule

Contract Maximum	14,435,109
Service Fee (2%)	288,702
Total FCC	10,545,128
Total ICCS	3,601,275
	14,146,403
Monthly total	1,178,866.92

	April (Q1)	May	June	July (Q2)	August	September	October (Q3)	November	December	January (Q4)	February	March	April (Q1)	May	Total
Adjusted Costs 95%	1,119,923.57	1,119,923.57	1,119,923.57	1,119,923.57	1,119,923.57	1,119,923.57	1,119,923.57	1,119,923.57	1,119,923.57	1,119,923.57	1,119,923.57	1,119,923.57			13,439,082.85
Payment up to (Reconciliation/True up)			58,943.35	58,943.35	58,943.35	58,943.35	58,943.35	58,943.35	58,943.35	58,943.35	58,943.35	58,943.35	58,943.35	58,943.35	707,320.15
Service Fee (2% of contract maximum)					72,175.55			72,175.55			72,175.55			72,175.55	288,702.18
Total	1,119,924	1,119,924	1,178,867	1,178,867	1,251,042	1,178,867	1,178,867	1,251,042	1,178,867	1,178,867	1,251,042	1,178,867	58,943	131,119	14,435,105

ARC Programs - Kelowna
Transition costs breakdown

	Milestone 1	Milestone 2	Milestone 3	Milestone 4	Milestone 5	Milestone 6	Total	
Total Milestone Funding	$ 168,250.00	$ 142,000.00	$ 267,200.00	$ 289,500.00	$ 205,000.00	$ 480,000.00	$ 1,551,950.00	
Total Admin Funding	$ 16,825.00	$ 14,200.00	$ 26,720.00	$ 28,950.00	$ 20,500.00	$ 48,000.00	$ 155,195.00	
Total Transition Funding Budget	$ 185,075.00	$ 156,200.00	$ 293,920.00	$ 318,450.00	$ 225,500.00	$ 528,000.00	$ 1,707,145.00	
Total Funds Requested per Milestone								
Date								
% of Funding Requested	75%	75%	35%	75%	50%	80%		
Transition Funds Requested	$ 126,187.50	$ 106,500.00	$ 93,520.00	$ 217,125.00	$ 102,500.00	$ 384,000.00	$ 1,029,832.50	
Total Admin Funding Requested	$ 16,825.00	$ 14,200.00	$ 26,720.00	$ 28,950.00	$ 20,500.00	$ 48,000.00	$ 155,195.00	
	$ 143,012.50	$ 120,700.00	$ 120,240.00	$ 246,075.00	$ 123,000.00	$ 432,000.00		
Date								
% of Funding Requested #2	0%	0%	50%	0%	25%	0%		
Transition Funds Requested #2	$ -	$ -	$ 133,600.00	$ -	$ 51,250.00	$ -	$ 184,850.00	
True up date								
True up total (payment up to)	$ 42,062.50	$ 35,500.00	$ 40,080.00	$ 72,375.00	$ 51,250.00	$ 96,000.00	$ 337,267.50	
	$ 185,075.00	$ 156,200.00	$ 293,920.00	$ 318,450.00	$ 225,500.00	$ 528,000.00	$ 1,707,145.00	100%

CENTRE STAFFING, QUALIFICATIONS AND EXPECTATIONS

At a minimum, the professional practice lead (PPL) is required to have the defined qualifications listed below. Other qualifications may be considered, in consultation with the Ministry. In cases where recruiting a PPL is difficult, collaborative approaches with other Ministry agencies or contracted providers may be explored to support clinical supervision. For example, partnering with another centre to support staff supervision while working to recruit staff.

Centres are expected to hire so staff represent a range of expertise in working with different diagnoses and disabilities. Centres will work to hire staff that meet the desired outcomes of the following positions but may exercise discretion as to the complement of staff to reflect community needs.

PROFESSIONAL PRACTICE LEADS

Professional Practice Lead – Each of Therapies (OT/PT/SLP)

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Provide and promote a culturally safe and trauma-informed work environment for all staff.
- Establish and maintain respectful relationships with team members and families.
- This role may be partially management/partially clinical.
- Provide clinical consultation and mentorship related to practice and to cultural safety and trauma informed practice.
- Provide clinical oversight to staff and any Ministry preapproved sub-contractors.

Qualifications:

- Meet qualifications for occupational therapist, physiotherapist, or speech/language pathologist as listed below; AND
- A minimum of 4 years pediatric experience.
- Alternative qualifications may be considered in consultation with the contract manager.

Professional Practice Lead - Behaviour Analysts/Consultants

Expectations/Potential Duties:	Qualifications:

• Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
• Provide and promote a culturally safe and trauma informed work environment for all staff.
• Establish and maintain respectful relationships with team members and families.
• Perform duties of behaviour analyst/consultant as listed below.
• Provide clinical oversight to behaviour analyst/consultant staff and any Ministry preapproved sub-contractors.
	• Meet behaviour analyst/consultant qualifications listed below; AND
	  • A minimum of 4 years experience working with individuals between 3 to 18 years old with disabilities.
	  • Alternative qualifications may be considered in consultation with the contract manager.

- Provide clinical consultation and mentorship related to practice and to cultural safety and trauma informed practice.
- This role may be partially management and partially clinical.

Professional Practice Lead – Generalist and Family Support Worker

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Provide and promote a culturally safe and trauma-informed work environment for all staff.
- Establish and maintain respectful relationships with team members and families.
- Perform duties of generalist or family support worker as listed below.
- Provide clinical oversight to family support workers and generalists.
- Provide clinical consultation and mentorship related to practice and to cultural safety and trauma informed practice.
- This role may be partially management and partially clinical.

Qualifications:

- Preferred educational qualification is a degree in a social services or human services discipline.
- In addition to the qualifications of a family support worker, the following knowledge and experience are required:
  - Supervisory experience, including clinical oversight.
  - Working in the community with children, youth, or young adults with disabilities and their families.
  - Knowledge of early child development.

Alternative qualifications may be considered in consultation with the contract manager.

PROFESSIONALS

Occupational Therapist (OT)

Expectations/Potential Duties:

- Practice with culturally safe and trauma-informed approaches.
- Promote functional skills that contribute to inclusion and engagement in life in ways that are meaningful to the family.
- Prescribe equipment.
- Establish and maintain respectful relationships with families.
- Use relational, person and family-centered approaches to determine goals, perform assessments, design treatment to match goals and assessment findings, review plan, discharge when appropriate, participate in case planning; work with the child, youth, and their family and support team; and attend case meetings as required.
- Responsibility for supervision of therapy assistants.

Qualifications:

- Master's degree in occupational therapy and registration with the appropriate provincial licensing body.
- Member in good standing with the College of Occupational Therapists of BC.

Physiotherapist (PT)

Expectations/Potential Duties:

- Practice with culturally safe and trauma-informed approaches.
- Promote functional skills that contribute to inclusion and engagement in life in ways that are meaningful to the family.
- Prescribe equipment.
- Establish and maintain respectful relationships with families.
- Use relational, person and family-centered approaches to determine goals, perform assessments, design treatment to match goals and assessment findings, review plan, discharge when appropriate, participate in case planning; work with the child, youth, and their family and support team; and attend case meetings as required.
- Responsibility for supervision of therapy assistants.

Qualifications:

- Master's degree in physiotherapy, plus registration with the appropriate provincial licensing body.
- Member in good standing with the College of Physiotherapists of BC and be licensed to practice in B.C.

Speech Language Pathologist (SLP)

Expectations/Potential Duties:

- Practice with culturally safe and trauma-informed approaches.
- Promote functional skills that contribute to inclusion and engagement in life in ways that are meaningful to the family.
- Prescribe equipment.
- Establish and maintain respectful relationships with families.
- Use relational, person and family-centered approaches to determine goals, perform assessments, design treatment to match goals and assessment findings, review plan, discharge when appropriate, participate in case planning; work with the child, youth, and their family and support team; and attend case meetings as required.
- Responsibility for supervision of therapy assistants.

Qualifications:

- Master's degree in speech-language pathology from a recognized university.
- Member in good standing with the British Columbia and Canadian Associations of Speech-Language Pathologists.

Therapy Assistant

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Establish and maintain respectful relationships with families.
- Carry out treatment plan by the prescribing therapist.
- Employ a strengths-based approach to working with children, youth, and families.

Qualifications:

- Completion of a recognized, two-year Rehabilitation Assistant Diploma or Communicative Disorders Assistant Diploma or equivalent experience and qualifications..

Behaviour Analyst/Consultant

Expectations/Potential Duties:

- Practice with culturally safe and trauma-informed approaches.
- Promote functional skills that contribute to inclusion and engagement in life in ways that are meaningful to the family.
- Support parents to provide attuned care.
- Work in a person and family-centered manner with families/caregivers to develop family-led intervention plans.
- Prescribe equipment.
- Establish and maintain respectful relationships with families.
- Use relational, person and family-centered approaches to determine goals, perform assessments, design interventions to match goals and assessment findings, review plan, discharge when appropriate, participate in case planning; work with the child, youth, and their family and support team; and attend case planning meetings as required.
- Work with a multidisciplinary team to support a holistic approach to intervention.
- Employ a strengths-based approach to working with children, youth, and their family.
- Responsible for supervising behaviour interventionists.

Qualifications:

- Degree in a related human/social service field. Master's degree in a relevant field is preferred.
- Experience assisting in the design, implementation, and monitoring of individualized evidence-based intervention programs for children and youth.
- Experience training and supervising behaviour interventionists, parents and/or other related parties.
- Experience leading assessment activities related to the need for behaviour intervention.
- Experience leading functional assessments and designing positive behaviour support plans with families, schools and/or community programs.
- Experience working within a multidisciplinary team.

Alternative qualifications may be considered in consultation with the contract manager.

Behaviour Interventionist

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Establish and maintain respectful relationships with families.
- Work under the supervision of a behaviour analyst/ consultant.
- Implement strategies and appropriate therapies for supporting infants and young children with support needs or with a likelihood of developmental delay as developed by the supervising professional(s).
- Collect information for planning and progress reporting.

Qualifications:

- Behavioral interventionists (BI) do not require formal education, specific training, or certification to perform their duties but, as a result, BIs are not qualified to work in isolation or design and adjust intervention plans themselves.
- Ability to work independently and as a member of a team.
- Preference for experience working with children/youth with behavioural support needs.
- Preference for experience implementing behaviour plans.
- Preference for being able to work with children with challenging behaviours.
- Preference for current Child Safe First-Aid or equivalent alternative certificate.

Developmental Generalist

These positions are intended to capture the various skills and expertise that serve children and families in various	

capacities. This can include infant development and/or FASD key worker experience.

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Establish and maintain respectful relationships with families.
- Support home visits to assess infant development and plan with parents to enhance optimal development and monitor progress.
- Help monitor caseloads and wait lists.
- Encourage the use of About My Child/About Me and assessment tools and report writing and recommendations; ensure appropriate referrals and follow up.
- Implement strategies and appropriate therapies for supporting infants and young children with support needs or with a likelihood of developmental delay.
- Work with staff and families, understanding the cultural and socio-economic issues in your community.
- Demonstrate knowledge of the stages of early childhood development including typical and atypical growth and development; Indigenous culture and issues, and local early childhood development/ support resources and services.

Qualifications:

- A degree or diploma in a related early childhood development field or related field, social work, psychology, nursing, education.
- Training and experience in working with young children, youth, and families.
- Experience and education working with complex developmental behaviourial needs such as FASD.

Alternative qualifications may be considered in consultation with the contract manager.

Family Support Worker

These positions are intended to capture the various skills and expertise that serve children and families in various capacities. This can include infant development and/or FASD key worker experience.

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Develop rapport with the child, youth, and their family.
- Assist family to overcome barriers related to accessing services (e.g., travel grants, equipment grants, government funding).
- Connect family to CYSN worker when it is indicated that they qualify for Disability Services.
- Employ a strengths-based approach to working with children, youth, and their family.
- Build relationships and connections within the community to ensure a fully integrated approach and utilization of resources.
- Encourage uptake and recourse to existing services and support.
- Identify gaps, issues, and systemic barriers in the community using Collective Impact and provide recommendations to the Director.

Qualifications:

- Diploma in a social services or human services discipline.
- Knowledge and demonstrated understanding of strengths-based family systems and attachment-based support, community resources.
- Minimum combined 2 years' experience in the following areas:
- Working within a multi-disciplinary team.
- System navigation.
- Establishing trusting relationships with children, youth, and families.

Alternative qualifications may be considered in consultation with the contract manager.

Child and Youth Care Worker

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Establish and maintain respectful relationships with families.
- Work under the supervision of a behaviour analyst or consultant, and/ or therapist.
- Implement strategies and appropriate therapies for supporting infants and young children with support needs or with a likelihood of developmental delay as developed by the supervising professional(s).
- Provide direct goal-oriented assistance to a child, youth and/or family.
- Collect information for planning and progress reporting.

Qualifications:

- Degree or diploma in a human/social service field (e.g., child and youth care, education, social work).

Alternative qualifications may be considered in consultation with the contract manager.

Inclusive Child Care Consultant

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Deliver child-specific services including:
  - Meet with families and their children to assess the needs of the child or youth in a child care setting.
  - Work with the child care provider and family to develop and monitor strategies for the child so they can fully participate in inclusive child care.
  - Determine if extra staffing support is required to enable the child's participation in child care and determine number of hours needed.
  - Work with the child care provider, family, and school district to support transition to kindergarten
- Deliver child care program-specific capacity building services, including:
  - Deliver practical professional learning opportunities to child care programs in the region regarding foundational skills and knowledge for providing inclusive child care. This involves partnering with the child care provider to identify and enable professional learning opportunities.

Qualifications:

- Diploma or degree in early childhood education or a related field.
- Three years of work experience in inclusive child care including experience with community-based or multi-disciplinary services.
- Current approved first aide certificate.
- Knowledge of community child care resources and other community support services.
- Knowledge of the communities served by the family connections centre.
- Preferred experience working with the Supported Child Development or Aboriginal Supported Child Development program.
- Demonstrated ability to use a cultural safety framework.

Alternative qualifications may be considered in consultation with the contract manager.

Inclusive Child Care Worker

These positions may or may not be provided by the FCC.
These positions may be subcontracted.

Expectations/Potential Duties:

- Participate in training provided by the inclusive child care consultant(s).

Qualifications:

One of the following:

- Responsible Adult certification.
- Early Childhood Education Assistant certification.

Support full inclusion of one or more children in a child care program, implementing strategies identified by the inclusive child care consultant(s)/defined in the child's care/ support plan. • Adhere to child care centre policies and regulations.	• Early Childhood Educator certification. • Diploma or degree in early childhood education or a related field (may be in progress). Alternative qualifications may be considered in consultation with the contract manager.

MANAGEMENT STAFF

Executive Director

Expectations/Potential Duties:	Qualifications:
• Practice with culturally safe, trauma-informed, relational, person and family-centered approaches. • Address complex coordination issues. • Consult on policy application. • Coordinate with contractors. • Responsible for the overall planning, development, and implementation of age-appropriate programs. • Policy management; human resource management. • Management of employees. • Ensuring cultural safety in Human Resources Process and in hiring.	As needed by the organization.

Administration Staff

These are the necessary staff to administer the FCC. They may include administrative assistants, a finance director, finance staff, and human resources staff. **Expectations/Potential Duties:** • Practice with culturally safe, trauma-informed, relational, person and family-centered approaches. • Support staff in coordinating care for clients. • Maintain all administrative and financial systems of the organization. • Oversee financial management of the FCC. • Procure and manage contracts. • Manage appointment bookings. • Ensure files are securely stored, and privacy/ confidentiality is maintained.	**Qualifications:** As needed by the organization.

Additional professionals contracted under supplemental supports, including sub-contracting of resources, require approval by MCFD.

FAMILY CONNECTION CENTRES ("FCC")
for Children and Youth with Support Needs
SERVICES AGREEMENT

His Majesty the King in right of the Province of British Columbia
as represented by the Minister of Children and Family Development

and

North Coast Community Services Society

December 14, 2022

Agreement No: KL23079K01

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS AND INTERPRETATION 1
1.1 Definitions 2
1.2 Interpretation 2
1.3 Recitals 2
1.4 Headings 2
1.5 Currency 3
1.6 Time 3
1.7 No Permit or Fetter 3
1.8 Schedules 3
1.9 Entire Agreement 3
1.10 Construction / Joint Drafting 3
1.11 Acting Reasonably 3
1.12 Conflict of Provisions 4
ARTICLE 2 SERVICES 4
2.1 Services 4
2.2 General Performance Requirements 5
2.3 Included or Incidental Services 5
2.4 Business Continuity and Disaster Recovery 5
2.5 Knowledge Transfer 5
2.6 Documentation 5
2.7 Timelines 6
2.8 Temporary Suspension of Services 6
2.9 Non-Exclusive / Other Service Providers 7
ARTICLE 3 CHANGE REQUEST PROCESS 7
3.1 Changes to the Services 7
3.2 Ordinary Course Changes 7
3.3 Other Changes – Change Request Process 8
3.4 Implementation of Approved Change Requests 9
3.5 Amendment of this Agreement 9
3.6 Record of Changes 9
ARTICLE 4 RELATIONSHIP MANAGEMENT 9
4.1 Relationship Management 9
4.2 Cooperation of the Parties 9
4.3 Assessments and Reviews 10
4.4 Power and Authority of the Contractor 10
ARTICLE 5 CONTRACTOR PERSONNEL 10
5.1 Contract Manager 10
5.2 General Principles Regarding Contractor Personnel 12
ARTICLE 6 SUBCONTRACTORS 12
6.1 Responsibility for Subcontractors; Exercise of Contractor Rights by Subcontractors 12
6.2 Subcontract Terms 12
6.3 List of Subcontractors and Subcontractor Information 13
6.4 Removal of Subcontractor 13
ARTICLE 7 REPORTING 13
7.1 Generally 13

7.2 Review and Changes to Reporting Requirements 13
7.3 Format of Reports 13
ARTICLE 8 FEES AND PAYMENT 14
8.1 Fees 14
8.2 Withholding of Payment 14
8.3 Interest on Overdue Payments 14
8.4 Interest on Overpayment and Other Payments due to the Province 14
8.5 Appropriation 14
8.6 Prohibition against Committing Money 14
8.7 Taxes payable by the Province 15
8.8 Refund of Taxes by the Contractor 15
8.9 Withholding of Taxes 15
ARTICLE 9 RECORDS 15
9.1 Maintenance of Records 15
9.2 Form of Records 15
9.3 Custody of Province Records 16
9.4 Access 16
9.5 Control of Province Records 16
9.6 Final Return of Province Records 16
9.7 Storage and Disposal of Records 17
9.8 Unauthorized Loss or Destruction of Province Records 17
ARTICLE 10 AUDIT 17
10.1 Audit 17
10.2 Conduct of the Parties 17
10.3 Costs 18
10.4 Deficiencies 19
10.5 Survival 19
ARTICLE 11 REPRESENTATIONS, WARRANTIES AND COVENANTS 20
11.1 Province Representations and Warranties 20
11.2 Contractor Representations and Warranties – Capacity and Performance 20
11.3 Representations and Warranties Relating to Contractor Personnel 22
11.4 Reliance by the Province 22
ARTICLE 12 PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY 22
12.1 Ownership of Province Materials 22
12.2 Province Data 23
12.3 Marks and Logos 23
12.4 Use of Province-Licensed Items 23
12.5 Work Product Assignment, Waiver and Transfer 23
12.6 Province License to Contractor 24
12.7 Ownership of Contractor Materials 24
12.8 License of Contractor Materials 24
12.9 Consent for Contractor-Provided Third Party Materials 24
ARTICLE 13 PROVINCE INFRASTRUCTURE 25
13.1 Province Obligations 25
13.2 Use of Province Infrastructure 25
13.3 Termination of Rights to Province Infrastructure 25
13.4 Effect of Termination 26
ARTICLE 14 CONFIDENTIALITY 26

14.1 Acknowledgement 26
14.2 Protection of Confidential Information 26
14.3 Permitted Use and Disclosure of Confidential Information 26
14.4 Additional Permitted Disclosures by the Province 27
14.5 Exceptions to Obligation of Confidentiality 27
14.6 Disclosure Compelled by Law 27
14.7 Notification of Unauthorized Use of Province Confidential Information 28
14.8 This Agreement 28
ARTICLE 15 PRIVACY AND SECURITY 28
15.1 Privacy 28
15.2 Security Obligations 29
ARTICLE 16 INDEMNITY 29
16.1 Indemnification 29
16.2 Survival 30
ARTICLE 17 INSURANCE 30
17.1 Insurance 30
17.2 Workers' Compensation 30
17.3 Personal Optional Protection 30
17.4 Evidence of Coverage 30
17.5 Subcontractors 30
ARTICLE 18 DEFAULT AND TERMINATION 30
18.1 Events of Default 30
18.2 Remedies for Default 31
18.3 Delay Not a Waiver 31
18.4 Notice of Events of Default 31
18.5 Termination by the Province for Convenience 31
18.6 Termination by the Contractor 31
18.7 No Obligation to Invoke Dispute Resolution 32
18.8 Effects of Termination 32
18.9 Survival 32
ARTICLE 19 TRANSITION SERVICES 33
19.1 Transition Services 33
19.2 Transition-In Services 33
19.3 Transition-Out Services 33
19.4 Transition-Out Plan 34
19.5 Continuity of the Terminated Services and other Services during the Transition-Out Period 34
19.6 Transfer of Dedicated Assets 35
19.7 Transition-Out Period 35
19.8 Charges for Transition Services 35
19.9 Equitable Remedies 35
ARTICLE 20 GOVERNING LAW AND DISPUTE RESOLUTION 36
20.1 Governing Law and Jurisdiction 36
20.2 Dispute Resolution 36
20.3 Confidentiality and Mutual Efforts 36
20.4 Continuity of Services 36
20.5 Exceptions 36
ARTICLE 21 NOTICE 37

21.1 Notice 37
21.2 Change of Contact Information 37
21.3 Notice of Adverse Events 37
ARTICLE 22 FORCE MAJEURE 38
22.1 Definition 38
22.2 Notice 38
22.3 Effect 38
22.4 Mitigation 39
22.5 Resumption of Performance 39
22.6 Exception 39
ARTICLE 23 MISCELLANEOUS 39
23.1 Further Assurances 39
23.2 Waiver 39
23.3 Assignment by the Contractor 40
23.4 Assignment by the Province 40
23.5 Legal Relationship 40
23.6 Amendment 40
23.7 Publicity and Communications 40
23.8 Transaction Costs 40
23.9 Remedies 41
23.10 Binding Effect and Enurement 41
23.11 Conflict of Interest 41
23.12 Severability 41
23.13 No Third-Party Beneficiaries unless Specifically Referenced 41
23.14 Execution by Counterpart 42

SCHEDULES

Schedule "A" - Definitions
Schedule "B" - Services
Schedule "C" - Transition-in Services
Schedule "D" - Service Delivery Principles
Schedule "E" - Fees and Pricing Model
Schedule "F" - Personnel Minimum Requirements
Schedule "G" - Governance and Stewardship
Schedule "H" - Reporting Requirements
Schedule "I" - Conflict Resolution Protocol
Schedule "J" - Privacy Protection Schedule
Schedule "K" - Security Schedule
Schedule "L" - Insurance

SERVICES AGREEMENT

THIS AGREEMENT is made the 14 day of December, 2022.

BETWEEN:

His Majesty the King in right of the Province of British Columbia, represented by the Minister of Children and Family Development

(the "**Province**")

OF THE FIRST PART

AND:

North Coast Community Services Society, a corporation incorporated under the laws of Canada and having a registered office at 710 Fraser St, Prince Rupert, BC V8J 1P9.

(the "**Contractor**")

OF THE SECOND PART

WHEREAS:

A. The Province issued a Request for Proposals ("**RFP**") on **May 10, 2022** in order to procure a service provider to establish and operate a Family Connection Centre in **Prince Rupert**, British Columbia, and aggregate and deliver certain services either directly or via subcontract for children and youth with support needs.

B. The Contractor submitted a response to the RFP and was selected as the successful proponent.

C. The Province wishes to retain the Contractor to provide, and the Contractor agrees to provide, the Services on the terms and conditions contained in this Agreement.

NOW THEREFORE in consideration of the premises and covenants, agreements, representations, warranties and payments set out in this Agreement, the parties agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise provided in this Agreement, capitalized terms will have the meanings given to those terms in the attached **Schedule "A"** *(Definitions)*. Terms defined elsewhere in this Agreement will have the meanings ascribed to them.

1.2 Interpretation

Unless expressly stated otherwise or unless the context otherwise requires, in this Agreement:

(a) a reference to a statute, whether or not that statute has been defined, means a statute of the Province of British Columbia and includes all current and subsequent amendments to it, the regulations under it and any enactment passed in substitution therefor or replacement thereof;

(b) a reference to any international or independent published best practice, code, standard or rule, whether or not expressly named, refers to it as it may be updated or contained in a later published best practice, code, standards or rules, other than in a discussion draft, at the applicable time;

(c) words and defined terms importing the singular include and have a comparable meaning when used in the plural, and vice versa, and words importing gender include all genders;

(d) any approval, consent, authorization, option, right or other discretion exercisable by the Province will be in the Province's sole, absolute and unfettered discretion, and may be conditional;

(e) references to "**person**" include an individual, partnership, association, body corporate, firm, unincorporated organization, society, government or governmental authority, as the context may require;

(f) "**record**" has the meaning given in the *Interpretation Act* and "**records**" will bear a corresponding meaning;

(g) the words "**includes**" and "**including**" are not intended to be limiting; and

(h) any reference to "**knowledge**" of either party or of any officer or other personnel of that party means the knowledge of such party after having made due inquiry, and if such party fails to make such due inquiry, then the knowledge that such party would have had if such party had conducted reasonable inquiry into the subject matter.

1.3 Recitals

The recitals to this Agreement are intended to be a general introduction to this Agreement, and are not intended to expand the scope of the parties' obligations under this Agreement, or to alter the plain meaning of the terms and conditions of this Agreement.

1.4 Headings

The headings and captions in this Agreement are inserted for convenience only, and do not form part of this Agreement or in any way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement. The provision of a table of contents is for convenience of reference only, and will not affect the construction or interpretation of this Agreement.

1.5 Currency

Unless otherwise specified, all references to money in this Agreement are references to the lawful money of Canada.

1.6 Time

Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension. A reference to time is to Pacific Standard Time or Pacific Daylight Saving Time as in effect in British Columbia at the applicable time. Unless otherwise specified in this Agreement, when calculating a period of time expressed as days, weeks, months or years as "after", "from", "of" or "within" which any act is to be done or any step taken, the date that is the reference date for starting the calculation of that period will be excluded and the final date for completing that act or step will be included.

1.7 No Permit or Fetter

This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory power or duty.

1.8 Schedules

All Schedules and any corresponding exhibits attached to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

1.9 Entire Agreement

This Agreement (including any amendment to it) constitutes the entire agreement between the parties and supersedes any other prior agreements, undertakings, declarations, commitments, understandings, proposals, requests for proposals and representations, whether written or oral, express or implied, statutory or otherwise between the parties with respect to the subject matter of this Agreement.

1.10 Construction / Joint Drafting

The parties agree that they have had and will continue to have the benefit of independent legal advice, that they have jointly contributed to the drafting of this Agreement, and that they will contribute jointly to the drafting of any Contract Documents to be prepared in the future pursuant to this Agreement. Accordingly, it is the intention of the parties that the principle of *contra proferentem* will not apply with respect to the interpretation of this Agreement or any other Contract Documents.

1.11 Acting Reasonably

Any requirement in this Agreement for a party to act reasonably, use reasonable efforts, or any variations thereof, will mean that the party will use all reasonable commercial efforts having regard to the surrounding circumstances, unless expressly provided otherwise. Any requirement in this Agreement for the Province to act reasonably, use reasonable efforts, or any variations thereof (including any requirement for approvals or consent by the Province not to be unreasonably withheld) will not, however, require the Province to act in a manner that is contrary to or inconsistent with any policies, directives, executive directions, Treasury Board (as defined in the FAA) decisions, guidelines, rules, regulations, legislation or other determinations of the Province.

1.12 Conflict of Provisions

If there is a conflict or inconsistency between a provision of:

(a) **Schedule "J"** *(Privacy Protection Schedules)*;

(b) **Schedule "K"** *(Security Schedules)*;

(c) the main body of this Agreement;

(d) any Schedule other than the Privacy Protection Schedules and Security Schedules;

(e) any Contract Document other than those specifically listed in this section 1.12;

then the order of precedence will be the order in which the documents are listed above, subject to any express provision to the contrary in a Contract Document, provided that any such express provision does not conflict with the provisions of **Schedule "J"** *(Privacy Protection Schedules)*, the contents of which Schedules will take precedence.

ARTICLE 2
SERVICES

2.1 Services

During the Term, the Contractor will provide the following services (individually and collectively, the "**Services**") in accordance with this Agreement:

(a) Transition-In Services;

(b) Core Services;

(c) Transition-Out Services; and

(d) all such other or additional services set forth or otherwise described in this Agreement.

2.2 General Performance Requirements

In performing the Contractor's obligations under this Agreement, the Contractor will:

(a) comply with all Applicable Laws and Policies and Procedures;

(b) perform the Services to the highest standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services;

(c) perform the Services in accordance with the Service Delivery Principles set forth in **Schedule "D""** *(Service Delivery Principles)*, as appropriate;

(d) perform the Services to meet the applicable timelines, including any milestone dates and due dates, and where no such dates or timelines are specified, in a diligent and timely manner; and

(e) comply with any reasonable instructions (in writing or otherwise) as to the performance of any Services given by the Province from time to time.

Without limiting to the foregoing, unless otherwise expressly specified in this Agreement, the Contractor will be responsible for providing all hardware (if applicable), software, technologies, facilities, licenses, permits, materials, personnel and other materials required for the Contractor to perform the Services.

2.3 Included or Incidental Services

The parties acknowledge that there are functions, tasks and materials that are not or will not be specifically listed or described in the description of the Services in **Schedule "B"** *(Services)*, but that are customarily required for the proper performance, provision, delivery and use of the Services to be provided pursuant to this Agreement. The parties agree that the delivery or performance of such functions, tasks and materials are implied, and therefore included, in the scope of the Services under this Agreement to the same extent and in the same manner as if those functions, tasks or materials had been specifically described in **Schedule "B"** *(Services)*, and will be delivered by the Contractor as part of the Services. Notwithstanding the foregoing, this section 2.3 is not intended to expand the scope of the Services beyond the Services described in this Agreement, or to require a higher standard of Service delivery than that which is otherwise described in this Agreement, and any such expanded scope or requirement for a higher standard will be subject to a Change Request.

2.4 Business Continuity and Disaster Recovery

The Contractor will develop and maintain a written business continuity and disaster recovery plan that contains procedures for the continued performance of the Services and the Contractor's other obligations under this Agreement in the event of a disaster, Force Majeure Event or other event that results in a significant interruption to the Services. Upon request, the Contractor will provide the Province with a copy of its business continuity and disaster recovery plan. The Contractor will regularly test its business continuity and disaster recovery plan (at least annually) with respect to the Services and will promptly report to the Province the results of such tests. Where the Contractor operates more than one FCC under this Agreement, the Contractor will ensure it has a business continuity and disaster recovery plan for each FCC.

2.5 Knowledge Transfer

Throughout the Term, the Contractor will provide the Province and its personnel with ongoing knowledge transfer with respect to the Services in such manner as may be requested by the Province from time to time, and which will include the provision of the Documentation described in section 2.6. The purpose and extent of the knowledge transfer is so that the Province is a well-informed customer regarding the manner in which the Services are delivered and has sufficient knowledge to understand and obtain the benefit of and, if necessary, to transition and continue the Services previously performed or then being performed by the Contractor.

2.6 Documentation

Without limiting the Contractor's obligations under section 2.3 and **Schedule "B"** *(Services)*, the Contractor will, throughout the Term, create and maintain Documentation which will provide all such complete and correct information as may be required in support of the knowledge transfer obligations described in section 2.3 and **Schedule "B"** *(Services)*.

2.7 Timelines

The Contractor will complete the performance of the Services in accordance with the timelines and deadlines specified in this Agreement. If the Contractor wishes to make any changes to the timelines for performance of the Services, the Contractor will raise the issue through the Relationship Management Process. Subject to Article 22, any delay in performing an event beyond the agreed timeline or deadline will, to the extent to which it is not caused by the action or inaction of the Province, constitute an Event of Default.

2.8 Temporary Suspension of Services

The process for the Province exercising a temporary suspension of Services will be as follows:

(a) The Province may at any time, by written notice to the Contractor, order the Contractor to suspend any particular Services to be provided under this Agreement, and the Contractor must comply with any such order. No fees will be owing in respect of the suspended Services during the suspension period. Unless this Agreement is earlier terminated or expires, no later than ninety (90) days after a suspension goes into effect, the Province must give the Contractor written notice in the same manner that the Province is:

(i) rescinding the suspension order or cancelling the suspension of any of the suspended Services;

(ii) terminating all or any of the suspended Services; or

(iii) terminating this Agreement.

(b) If the Province cancels the suspension of any suspended Services:

(i) no later than ten (10) Business Days from the date of a notice of a suspension order, the Contractor will immediately resume providing the suspended Services; or

(ii) after ten (10) Business Days from the date of a notice of a suspension order, the Contractor will resume providing the suspended Service as soon as practicable, but in any event within fifteen (15) Business Days or such other period as agreed by the Province through the Relationship Management Process.

(c) All times, dates or periods for any suspended Services and related milestones will be deemed adjusted by the same length of time as the suspension period, provided that the Term of this Agreement will not be extended without the written agreement of both parties.

(d) Any unforeseen costs associated with restarting any suspended Services can be raised by the Contractor through the Relationship Management Process.

2.9 Non-Exclusive / Other Service Providers

The Contractor acknowledges and agrees that this Agreement does not grant to the Contractor the exclusive right to perform the Services, or guarantee to the Contractor that it will have the right to supply all or any specific portion of the Services (or any other goods or services, whether the same, similar to, or different from the Services), or that the Province will procure any minimum level of Services under this Agreement. The Province may elect at any time and for any reason to provide all or any part of the Services itself or to engage an Other Service Provider to do so. If the Province so elects, the Contractor will provide to the Province and the Other Service Provider all such reasonable information, assistance and access to Contractor Personnel as may be requested by the Province pursuant to, and in accordance with, Article 21. If the Province engages an Other Service Provider to provide all or any portion of the Services, if requested by the Contractor, the Province will require the Other Service Provider to enter into a non-disclosure agreement among each of the Province, the Contractor, and the Other Service Provider.

ARTICLE 3
CHANGE REQUEST PROCESS

3.1 Changes to the Services

The Province may propose changes to the Services (each, a "**Change**") without invalidating or committing a breach of this Agreement. For greater certainty, the processes described in this Article 3 pertain only to changes to the scope and nature of the Services set out in **Schedule "B"** (*Services*).

3.2 Ordinary Course Changes

From time to time during the Term, the Province may require changes to any Services in the ordinary course of its operations, which do not have a material impact on either:

(a) the delivery and performance of the Services; or

(b) the cost of providing the Services ("**Ordinary Course Changes**"). Requests for Ordinary Course Changes will be submitted in writing by the Province Director to the Contract Manager.

The parties agree that Ordinary Course Changes are within the scope of the Services, and will not result in the payment of additional Fees by the Province to the Contractor. Ordinary Course Changes may be implemented without the need for an Approved Change Request, although the Contractor will retain a record of each Ordinary Course Change performed.

3.3 Other Changes – Change Request Process

In addition to Ordinary Course Changes, the parties acknowledge that certain other changes to the Services may be required or desirable. In the case of Changes that are not Ordinary Course Changes, the following process will apply:

(a) The Province may request a Change by submitting a written request ("**Change Request**") to the Contract Manager, which will include all relevant information reasonably required for the proper consideration of the requested Change;

(b) If requested by the Contractor within five (5) Business Days after receipt of a Change Request, the parties will within ten (10) Business Days after such request, meet through the Relationship Management Process to clarify and provide further information regarding the proposed Change;

(c) Within ten (10) Business Days of the receipt of a Change Request or, if a meeting has been held pursuant to subsection 3.3(b), within ten (10) days of that meeting (or such longer or shorter period as may be agreed by the parties acting reasonably and having regard to the nature and complexity of the Change Request), the Contractor will prepare and submit to the Province a proposal ("**Proposal**") in accordance with subsection 3.3(d);

(d) A Proposal must include a detailed description of the proposed Change, pricing (including any options regarding scope and functionality with associated pricing options), as well as the impact of, and any associated risk resulting from, the proposed Change, including with respect to the following matters, as appropriate:

(i) Fees and any other amounts to be paid by the Province;

(ii) the performance and use of the Services;

(iii) timing of both existing and future Services and Deliverables;

(iv) security;

(v) the protection of Personal Information; and

(vi) any other information related to this Agreement or the affected Services or Deliverables that may be impacted by the Change;

(e) Unless otherwise agreed by the Province, all pricing included in a Proposal must be completed in accordance with the cost estimate reporting requirements set out in **Schedule "E"** *(Fees and Pricing Model)*;

(f) The Province will evaluate and respond to a Proposal within ten (10) Business Days of receipt (or such longer period as the parties may agree acting reasonably and having regard to the nature and complexity of the Change). The Province may, but will not be obliged to accept all or any part of a Proposal. Upon Execution by the Province, a Proposal (including any agreed amendments thereto) will become an "**Approved Change Request**", and will be binding upon the parties;

(g) The Contractor will not reject a Change Request initiated by the Province unless:

(i) the Contractor is unable to make the Changes contemplated by the Change Request as a result of technical impediments that are commercially unreasonable to overcome; or

(ii) the Change requested will result in a material adverse effect on the Contractor's ability to comply with its obligations regarding security or the protection of Personal Information, or any other material terms or conditions of this Agreement (each an "**Adverse Impact**").

If the Contractor believes that any Change Request initiated by the Province will result in an Adverse Impact, the Contractor will request a meeting with the Province in accordance with subsection 3.3(b), and will in advance of that meeting provide the Province with a written explanation of the Adverse Impact, including details of the Adverse Impact and suggested reasonable alternatives to the Change Request or means of mitigating the effects of the Adverse Impact. If the Province requires that the Change Request be implemented as requested notwithstanding the Adverse Impact to the Contractor, then the impact of the Change Request, including on the Fees and the Contractor's affected obligations under this Agreement, will be addressed through the Relationship Management Process; and

(h) If the Contractor has rejected a Change Request, or if the parties are otherwise unable to agree on the corresponding increase or decrease to the Fees, or any other aspect of a Change Request then, notwithstanding any Adverse Impact, the Province may direct the Contractor to, and the Contractor will, implement the Change Request and the matter will be concurrently treated as a Dispute to be resolved pursuant to the Dispute Resolution Process.

3.4 Implementation of Approved Change Requests

Unless otherwise expressly agreed in the Approved Change Request, the Contractor will be solely responsible for implementing an Approved Change Request.The Contractor will use all reasonable means to minimize disruption to the use and delivery of the Services, and to the business operations of the Province as a result

of the implementation of an Approved Change Request. The cost of implementing an Approved Change Request will be borne as agreed in the Approved Change Request, or as otherwise provided in this Agreement.

3.5 Amendment of this Agreement

Each Approved Change Request will constitute an amendment to this Agreement. Provided that the Approved Change Request relates solely to Changes to the nature and scope of the Services and does not require any terms or conditions of this Agreement to be modified, this Agreement will be interpreted as amended by the Approved Change Request from and after the effective date of the implementation of an Approved Change Request, and this Agreement, as so amended, will continue in full force and effect for the remainder of the Term. Any Proposal or Approved Change Request requiring any terms and conditions of this Agreement to be modified, whether or not executed by the parties, will not bind either party unless and until executed by their authorized signatories by way of a formal amendment to this Agreement in accordance with section 23.6.

3.6 Record of Changes

Throughout the Term, the Contractor will maintain an accurate and complete record of all Changes to the Services contemplated by this Article 3. The record must be maintained as a server-based record and in such other forms as the parties may agree pursuant to the Relationship Management Process, and must be available to the Province at all times, including during any Transition-Out Period.

ARTICLE 4
RELATIONSHIP MANAGEMENT

4.1 Relationship Management

During the Term, the relationship of the parties (including the mechanisms by which they will manage this Agreement) will be governed by the provisions of this Article 4, and the processes, procedures and provisions set forth in **Schedule "G"** *(Governance and Stewardship)*.

4.2 Cooperation of the Parties

Each party will cooperate with the other, in good faith, in the performance of its obligations under this Agreement. In connection therewith, each party will make available, as reasonably requested by the other party, such management decisions, information, approvals and acceptances such that the provision of the Services may be accomplished in a proper, timely and efficient manner and in accordance with the processes and procedures set forth in this Agreement. Unless specifically provided otherwise in this Agreement, where an agreement, approval, acceptance or consent of the other party is required by any provision of this Agreement, then such action will not be unreasonably withheld or delayed having regard to all of the surrounding circumstances.

4.3 Assessments and Reviews

Without limiting the generality of section 4.2, the Contractor agrees that it will participate in, update, and generally provide all such reasonable assistance as the Province may require in connection with any Security Threat and Risk Assessment, Privacy Impact Assessment, and other assessment, inspection or review related to the Services, and agrees to implement any recommendations or required Changes resulting from the inspection or review within the time specified by the Province or, if no time is specified, within a reasonable time.

4.4 Power and Authority of the Contractor

Except as otherwise set forth in this Agreement, the Contractor will have the power and authority to take such actions as it deems to be necessary or advisable to perform the Services in accordance with the terms and conditions set forth in this Agreement; provided, however, that the Contractor will not take any action under this Agreement if such action is:

(a) subject to the approval of the Province, without having received such approval; and

(b) subject to consultation with the Province, without having undertaken such consultation.

For greater certainty, no such approval or consultation will in any manner relieve the Contractor from performing its obligations or delivering the Services as contemplated under and in accordance with the express terms of this Agreement, nor will such approval or consultation have any effect on the allocation of risk to the Contractor as a result of the covenants, obligations and requirements of the Contractor under this Agreement.

ARTICLE 5
CONTRACTOR PERSONNEL

5.1 Contract Manager

Upon the execution of this Agreement, the Contractor will appoint a contract manager (the "**Contract Manager**") who will be the Province's primary point of contact with the Contractor with respect to all matters arising under this Agreement. The Contract Manager will have sufficient authority to make operational decisions on behalf of the Contractor in respect of the performance of the services, including in relation Contractor Personnel.

5.2 General Principles Regarding Contractor Personnel

At all times during the Term, the Contractor will employ sufficient Contractor Personnel to perform the Services in accordance with the terms and conditions of this Agreement. Without limitation:

(a) the Contractor is solely responsible to the Province for the management and supervision of, and for the acts, omissions, performance of, and damage caused by Contractor Personnel in the performance of the Services;

(b) the Contractor will ensure that all Contractor Personnel performing the Services:

(i) possess the necessary skills, expertise, and experience to deliver, carry out and complete the tasks which they are assigned, including any skills and qualifications specified in **Schedule "B"***(Services)* and **Schedule "F"** *(Personnel Minimum Requirements)*, in a good and proficient manner, consistent with the highest industry standards of skills and professionalism;

(ii) comply with all privacy, security and confidentiality obligations under this Agreement (including all restrictions regarding the use, transmission and storage of Personal Information, and all obligations regarding privacy training); and

(iii) comply with all applicable terms and conditions governing the use of any Third-Party Materials, as advised by the Province.

(c) upon written request by the Province, or where otherwise necessary, appropriate or prudent to do so given the nature of the Services to be performed or of the Province Confidential Information being accessed, used or disclosed, the Contractor will at its expense conduct, or ensure that Subcontractors conduct, appropriate background checks with respect to the applicable Contractor Personnel prior to such persons commencing to provide the Services;

(d) the Contractor is solely liable and responsible (to the exclusion of the Province) for all costs, expenses, liabilities or claims, whenever incurred, relating to:

(i) salaries and other compensation payable to Contractor Personnel;

(ii) labour relations proceedings or orders, grievances, arbitration proceedings or unsatisfied arbitration awards relating to Contractor Personnel;

(iii) strikes or other actions due to labour disputes involving its Contractor Personnel; and

(iv) complaints, Claims, decisions, applications, orders or prosecutions under any employment or labour standards, occupational health and safety, workers' compensation, pay equity, employment equity and human rights legislation relating to Contractor Personnel, regardless of the time that the matter or event giving rise to any such costs, expenses, liabilities or Claims arises or occurs, and for greater certainty, unless provided otherwise under the terms of this Agreement, none of the costs, expenses, liabilities or Claims referred to in this subsection 5.2(c) will be subject to reimbursement by the Province to the Contractor;

(e) the Contractor will deal with its Subcontractors in such a manner that the Province will have no liability resulting from the failure of the Subcontractors to meet the same responsibilities and payment obligations as are described in subsection 5.2(c), above, with respect to its personnel and Subcontractors;

(f) the Contractor will, and will cause all Contractor Personnel to comply at all times with all applicable collective agreements, employment standards, occupational health and safety, workers' compensation and human rights legislation, and other Applicable Laws relating to Contractor Personnel;

(g) the Province may require the removal and/or replacement of any Contractor Personnel, even if the Contractor Personnel had been previously approved by the Province. All requests for removal and/or replacement of Contractor Personnel will be made in writing to the Contractor. The replacement of Contractor Personnel must be effected by the Contractor within thirty (30) days of receipt of the Province's request and will be at the Contractor's sole expense. Unless otherwise agreed by the Province, replacement Contractor Personnel must possess equivalent or better skills, knowledge, training, qualifications and experience than the person who they are replacing; and

(h) the Contractor is solely liable and responsible for, to the exclusion of the Province, any additional payments, losses, costs or damages arising from or otherwise relating to the termination by the Contractor or by any Subcontractor of any Contractor Personnel, and the Contractor and the Subcontractors will not be reimbursed by the Province for any such additional payments, losses, costs, damages, Claims, or liabilities.

ARTICLE 6
SUBCONTRACTORS

6.1 Responsibility for Subcontractors; Exercise of Contractor Rights by Subcontractors

The Contractor is solely responsible for supervising and ensuring that Subcontractors fully comply with this Agreement in performing the Contractor's subcontracted obligations, as if the obligations had been wholly performed by the Contractor. For greater certainty, any rights granted to the Contractor under this Agreement for the purpose of performing a Contractor obligation may be exercised by a Subcontractor solely for the purpose of performing that obligation; provided always that the exercise by a Subcontractor of any Contractor right will be subject to the terms and conditions of this Agreement. The Contractor is liable to the Province for the acts and omissions of all Subcontractors and their personnel, including any breach of the terms of this Agreement. Under no circumstances will a contractual relationship exist, or be deemed to exist, between the Province and any Subcontractor, and no Subcontract (whether approved by the Province or not) or other contract will relieve the Contractor of any of its obligations under this Agreement or impose any obligation or liability upon the Province in relation to any Subcontractor. Without limiting the general nature of the foregoing, the Contractor is solely responsible for all fees, charges, expenses and other amounts payable to its Subcontractors.

6.2 Subcontract Terms

The Contractor will ensure that enforceable written contracts are in place with all Subcontractors (each, a "**Subcontract**") prior to the commencement of any subcontracted obligations. The Contractor will ensure that no Subcontract includes any term or provision that is inconsistent with, or contrary to, the terms and conditions of this Agreement, or any applicable Policies and Procedures or Applicable Laws. Furthermore, each Subcontract must contain provisions:

(a) enabling the Contractor to terminate the Subcontract, or to suspend or cancel any portion of the Services to be provided pursuant to the Subcontract, in the event that the Province terminates this Agreement or suspends or cancels all or a portion of the Services;

(b) preserving the Province's rights and benefits under this Agreement without the need for further action by the Province;

(c) requiring that the Subcontractor fully adhere and comply with this Agreement, to the extent applicable, in performing the subcontracted obligations, and ensure its personnel are similarly bound, including complying with obligations regarding privacy, security, the protection of Province Confidential Information (including all Personal Information), Intellectual Property, audits, insurance, and workers' compensation; and

(d) releasing the Province from any liability with respect to the Subcontractor and its personnel.

6.3 List of Subcontractors and Subcontractor Information

The Contractor will provide the Province with a complete list of all Subcontractors performing any Services:

(a) Within 30 days of the Effective Date;

(b) on the Assumption of Service Date and every 6 months thereafter; and

(c) at any other time during the Term upon the Province's request.

In addition to the list of Subcontractors, the Contractor will provide such other information reasonably requested by the Province about any Subcontractors that relates to this Agreement or the Subcontractor's provision of Services pursuant to this Agreement.

6.4 Removal of Subcontractor

The Province may, in its absolute discretion, direct the Contractor to remove or exclude any Subcontractor from the provision of the Services where:

(a) the Province, acting reasonably, considers a Subcontractor unsuitable for the work or tasks assigned to such Subcontractor;

(b) the background check results or credentials of a Subcontractor are not satisfactory to the Province, acting reasonably;

(c) due to the breach, wilful misconduct, fraud or other forms of malfeasance by a Subcontractor, the continued use of such Subcontractor will or could have a detrimental effect on and is no longer in the best interest of the Province;

(d) the Province considers, acting reasonably, that the retention of a Subcontractor presents a potential privacy, security or confidentiality risk; or

(e) the acts or omissions of a Subcontractor reflect unfavourably on the good name and reputation of the Province or the Province's program for delivering services for children and youth with support needs more generally.

ARTICLE 7
REPORTING

7.1 Generally

During the Term, the Contractor will prepare or cause to be prepared, and will provide to the Province, all reports and information relating to the performance of the Services and the Contractor's other obligations under this Agreement, as required by the Province and set forth in **Schedule "H"** *(Reporting Requirements)*.

7.2 Review and Changes to Reporting Requirements

The parties, through the Relationship Management Process, will conduct an annual review of then-current reporting requirements under this Agreement, and will consider any changes that the Province determines to be appropriate or desirable.

7.3 Format of Reports

The Contractor will provide all reports to be provided to the Province under this Agreement in the format, and using such means as may be directed by the Province to the Contractor from time to time. Without limitation, to the greatest extent possible, the Contractor will use web-enabled reports and direct electronic access to data and query reports, and will minimize the amount and types of paper-based reporting.

ARTICLE 8
FEES AND PAYMENT

8.1 Fees

The Fees payable by the Province in respect of the Services and Deliverables will be in the amounts and payable at the times or upon the achievement of the milestones set out in this Article 8, **Schedule "E"** *(Fees and Pricing Model)*.

The Province has the right to set-off any Fees, expenses and other amounts owed by the Province to the Contractor against any amounts that would otherwise be owed by the Contractor to the Province.

8.2 Withholding of Payment

The Province may:

(a) withhold payment on any portion of a Contractor invoice that is disputed in good faith, until the Dispute is resolved in accordance with the Dispute Resolution Process; and

(b) withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents, against any Claims or Losses that have arisen or that could arise in connection with the provision of the Services under or in connection with this Agreement. Withholding of any amounts by the Province in accordance with this section 8.2 will not constitute a breach of this Agreement.

8.3 Interest on Overdue Payments

Notwithstanding any other provision of this Agreement or contained in any statement of account or other document issued by the Contractor, interest will not accrue to the Contractor or be calculated on overdue accounts, except at the rate prescribed, and commencing no earlier than the 61st day after the receipt by the Province of an undisputed invoice and as otherwise calculated in accordance with the *Interest on Overdue Accounts Payable Regulation* then in effect under the FAA. For greater certainty, interest will not be owing in respect of any payments that are set-off or withheld in accordance with this Article 8.

8.4 Interest on Overpayment and Other Payments due to the Province

The Province may charge the Contractor interest on any overpayment collected by the Contractor from the Province and on any other payments required under this Agreement to be paid to the Province, at the rate prescribed and as calculated in accordance with the *Interest on Overdue Accounts Receivable Regulation* then in effect under the FAA.

8.5 Appropriation

Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor pursuant to this Agreement is subject to:

(a) there being sufficient monies available in an appropriation, as defined in the FAA, to enable the Province, in any Fiscal Year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and

(b) Treasury Board, as defined in the FAA, having not controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in ssubsection 8.5(a).

8.6 Prohibition against Committing Money

Without limiting any other provision of this Agreement, the Contractor will not, in relation to the performance of its obligations under this Agreement, commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

8.7 Taxes payable by the Province

The Province will pay all applicable sales taxes payable in respect of the Services purchased from the Contractor under this Agreement in accordance with Applicable Laws. The Contractor is solely responsible for the payment of all income taxes assessed or levied against it or its business, as well as any employee benefits.

8.8 Refund of Taxes by the Contractor

The Contractor will:

(a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor, or agreed to pay or reimburse to the Contractor, under this Agreement; and

(b) immediately upon receiving or being credited with any amount applied for under subsection 8.8(a), remit that amount to the Province.

8.9 Withholding of Taxes

The Contractor agrees that if the Province is required by Applicable Laws to deduct or withhold any amount on account of taxes ("**Withholding Taxes**") due or accruing in connection with any amounts payable to the Contractor under this Agreement, then the Province will have the right to deduct and withhold such Withholding Taxes from the amounts owing to the Contactor, and to pay the same to the appropriate governmental agency or taxing authority, unless the Contractor receives a tax waiver from the appropriate authority and provides a copy to the Province. All such Withholding Taxes paid by the Province for the benefit of the Contractor to a government agency or taxing authority will be deemed to have been made in satisfaction of the same amount due by the Province under this Agreement. The Province will have no responsibility for any such Withholding Taxes remitted to a government agency or taxing authority other than to provide the Contractor with such forms or reports as the taxing authority directs the Province to provide.

ARTICLE 9
RECORDS

9.1 Maintenance of Records

During the Term and for such longer period as may be required by the *Information Management Act*, the Contractor will:

(a) maintain and, as appropriate, cause its Subcontractors to maintain, accurate and complete rrecords related to this Agreement and to the Services and Deliverables provided by the Contractor under this Agreement, including supporting documentation, in accordance with prevailing industry standards and as may otherwise be required or necessary:

(i) for the Contractor to meet any reporting or record keeping requirements referred to in this Agreement;

(ii) to fully inform the Province of the work done and to be done by the Contractor and any Contractor Personnel pursuant to this Agreement; and

(iii) to enable the Province to verify compliance by the Contractor and any Subcontractor with the terms of this Agreement, and to ascertain the accuracy of all financial matters arising under this Agreement.

9.2 Form of Records

The records must be in a form and content satisfactory to the Province. Without limiting the generality of the foregoing, the Contractor will ensure that records with respect to the performance of the Services will conform, to the extent applicable, with Canadian Generally Accepted Accounting Principles (GAAP), the requirements of Applicable Laws, and the Province's Administrative Records Classification System (ARCS) and Operational Records Classification Systems (ORCS), as they may be amended from time to time.

9.3 Custody of Province Records

The Contractor will have Custody of the Province records from the later of:

(a) the date that Custody is granted to the Contractor by the Province; or

(b) the date of the creation or coming into existence of the Province record,

in accordance with the provisions of this Agreement.

9.4 Access

During the Term, and for such longer period as may be required by the *Information Management Act*, the Contractor will, within 72 hours of receipt of a written request, provide the Province, its Auditors and other authorized representatives of the Province with access including, where applicable and practicable to do so, with electronic access, to the following:

(a) all records, including Contractor Records, Province records, and Personal Information, related to the Services and Deliverables then in the Custody of the Contractor, wherever maintained; and

(b) any property or facility, including without limitation the FCC, at which the Services are being performed, where such records are housed, or where any records, Province records or Personal Information are physically maintained or stored.

9.5 Control of Province Records

The Province Records are and will remain the property and under the control of the Province and, accordingly, the Province records will continue to remain subject to the requirements of the *Information Management Act*, the *Electronic Transactions Act*, the *Interpretation Act*, FOIPPA, and all Policies and Procedures related thereto. The Contractor will comply with the requirements thereof in respect of the Province records as though each such Act or Policy and Procedure applied to the Contractor directly. In addition, the Contractor will:

(a) subject always to its obligations with respect to security, Confidential Information and the protection of Personal Information, not exploit, disclose, use or permit to be exploited, disclosed or used, any Province records other than as may be required for the purpose of providing the Services in accordance with this Agreement;

(b) not sell, transfer to another jurisdiction or to the Custody of any other person, destroy or otherwise dispose of the Province records without the approval and direction of the Province, or as contemplated under this Agreement;

(c) return the Province records to the Province upon written request from the Province or as may otherwise be required or permitted under this Agreement;

(d) at the request and expense of the Province, provide written or electronic copies of Province records for storage at Province Facilities or the facilities of any applicable regulatory body or agency, as the Province may require;

(e) maintain the safekeeping and integrity of the Province records in accordance with the records protocols set forth in applicable Policies and Procedures, and with the provisions of Article 16 and Article 17; and

(f) store all Province records separately from other records in the Contractor's Custody, and ensure that they are clearly identified as Province records.

9.6 Final Return of Province Records

Except as may be otherwise required by the Province, upon the later of:

(a) the termination or expiry of this Agreement; or

(b) the termination or expiry of any Transition-Out Period to which the Province records relate, the Contractor will deliver all Province records then in its Custody to the Province, including all full and partial copies thereof.

9.7 Storage and Disposal of Records

The Contractor will not destroy or dispose of any Province records without the prior written approval of the Province. If the Province requests, in writing, that the Contractor destroy or dispose of any Province records, the Contractor will comply with all applicable Policies and Procedures, Applicable Laws and any directions from the Province regarding the destruction or disposal of the Province records.

9.8 Unauthorized Loss or Destruction of Province Records

In the event that any Province records are destroyed, lost or altered, other than as permitted under this Article 9, due to any act or omission of the Contractor or any Contractor Personnel (whether such persons are acting within or outside the scope of their employment or consulting retainer), the Contractor will be responsible, at its cost, for restoring Province records to the most recently available electronic back-up copy or, where a back-up copy is not available, upon the Province's request, restoring or reconstructing the Province records utilizing electronic means, provided that such restoration or reconstruction is commercially reasonable.

ARTICLE 10
AUDIT

10.1 Audit

At any time during the Term and for a period of two (2) years after the expiration or termination of this Agreement, the Province may appoint an internal or external auditor, inspector, professional advisor or other

representative ("Auditor") to audit, review, inspect, confirm and/or verify any aspect of this Agreement and the Contractor's performance of its obligations under this Agreement, including:

(a) any matter related to the Services, including:

(i) the Contractor's compliance with this Agreement, associated terms and conditions of this Agreement, Applicable Laws, the Policies and Procedures, and all applicable privacy and security requirements;

(ii) the Contractor's general controls, certifications, accreditations, practices and procedures in connection with the Services; and

(iii) the completeness and accuracy of records and any other documentation or material provided by the Contractor to the Province;

(b) the records and supporting documentation referred to in Article 9; and

(c) operational and other audits as may be requested or otherwise required to be undertaken under the FAA or any other Applicable Law regarding any aspect of this Agreement.

10.2 Conduct of the Parties

In connection with the rights granted to the Province pursuant to section 10.1:

(a) The Province will:

(i) use reasonable endeavours to cause any audits and inspections to be performed during the Contractor's normal business hours and, unless the Province reasonably believes the Contractor to be in breach of this Agreement, upon written notice to the Contractor that is reasonable under the circumstances;

(ii) use reasonable endeavours not to hinder or interfere with the delivery of any Deliverables or the performance of the Services by the Contractor, or with the Contractor's other business operations; and

(iii) comply, and cause its Auditors to comply, with reasonable security, confidentiality and other similar policies of the Contractor while at the Contractor's premises, provided that:

(A) the Province has been provided with reasonable prior written notice of such policies;

(B) the policies are not in violation of any applicable statutory powers, duties, professional rights, or obligations of the Auditors;

(C) the policies do not unduly hinder or interfere with the conduct of the audit or inspection; and

(D) the policies are not otherwise contrary to the Province's legal rights or obligations, or any applicable Policies and Procedures.

If required by the Contractor, the Province will require its Auditors to execute a tripartite non-disclosure agreement among each of the Province, the Contractor, and the Province's Auditors, in a form approved by the Province, provided that the execution of such non-

disclosure agreement is compatible with, or not in contravention of, any statutory professional or other obligations or standards by which the Auditors may be bound. Notwithstanding the foregoing or anything to the contrary in this Agreement, any access to Contractor's premises or facilities must be pre-arranged, escorted, and will be limited to only the books, records and other documentation in respect to the Services and Deliverables, provided, however, that neither the Province nor its Auditors will be entitled pursuant to this Agreement to access any information of Contractor in respect of Contractor's other clients or any information of Contractor in respect of Contractor's costs related to the Services.

(b) The Contractor will, and will cause all Contractor Personnel to:

(i) cooperate with any Province inspections, investigations and audits;

(ii) make available on a timely basis all information and records requested by the Province and its Auditors;

(iii) provide the Province and its Auditors with assistance in obtaining access to such information and records, as may be reasonably requested, including providing access the Contractor's facilities and any equipment at those facilities used to provide the Services; and

(iv) permit the Province and its Auditors to examine and make copies of any paper and electronic records, correspondence, accounting procedures and practices, and any other relevant supporting financial or operational data pertaining to the delivery of the Services and the performance by the Contractor of its other obligations under this Agreement.

10.3 Costs

Except as provided in section 10.4, each party will bear its own costs in connection with an audit or inspection under this Article 10 including, in the case of the Contractor, the cost of the time and effort of the Contractor and Contractor Personnel to comply with any requests or requirements of the Province or an Auditor.

10.4 Deficiencies

If an audit or investigation under this Article 10 reveals a material deficiency, as determined by the Province in its discretion, then the following will apply:

(a) if the audit or investigation reveals an overcharge by the Contractor, then:

(i) within five (5) Business Days after receipt of notice of the overcharge, the Contractor will provide to the Province, at the Province's option, either a cash refund or invoice credit equal to the amount of the overcharge; and

(ii) if the amount of the overcharge is more than 5% of the amount of Fees and other amounts that should have been paid during the audited period, the Contractor will reimburse the Province, either by cash refund or invoice credit, for the Province's reasonable costs incurred in connection with the audit or investigation; and

(b) if the audit or investigation reveals any other material deficiency, unless otherwise specifically provided in this Agreement, the parties must meet as soon as possible in accordance with the

Relationship Management Process, to discuss and address the deficiency. Subject to any alternate resolution agreed by the parties pursuant to the Relationship Management Process, the Contractor will, as soon as practical (and subject to any timelines reasonably requested by the Province), develop and present to the Province a corrective action plan to be undertaken by the Contractor to resolve the deficiency, and Contractor's target date to implement the corrective action plan. The corrective action plan will contain sufficient detail so as to allow the Province to review and comment on the plan. Unless otherwise agreed by the parties in accordance with the Relationship Management Process, the Contractor will remedy, at its expense, the deficiency in accordance with the corrective action plan and any comments provided by the Province, in a timely manner reasonably acceptable to the Province. Without limiting the Province's audit and inspection rights under this Agreement, the Province shall have the right to conduct a follow up audit or inspection, as applicable, in respect of the Contractor's implementation of any corrective action plan undertaken pursuant to this section.

10.5 Survival

The Province's inspection and audit rights will survive the expiration or termination of this Agreement, subject to any applicable limitation period prescribed by Applicable Laws.

ARTICLE 11
REPRESENTATIONS, WARRANTIES AND COVENANTS

11.1 Province Representations and Warranties

The Province represents and warrants to the Contractor, and covenants with the Contractor that:

(a) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement;

(b) this Agreement has been duly authorized by all necessary action of the Province, and constitutes a valid, subsisting and legally binding obligation upon the Province that is enforceable against the Province in accordance with its terms; and

(c) the observance and performance of the terms and conditions of this Agreement will not constitute a breach of any statute or regulation of the Province or of Canada by which it is bound.

11.2 Contractor Representations and Warranties – Capacity and Performance

The Contractor represents and warrants to the Province and covenants with the Province that, throughout the Term:

(a) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with its terms;

(b) this Agreement has been duly authorized by all necessary action of the Contractor, and constitutes a valid, subsisting and legally binding obligation upon the Contractor that is enforceable against the Contractor in accordance with its terms;

(c) the Contractor is not insolvent, and is able to pay its debts as they become due in the ordinary course of business;

(d) in the performance of its obligations, the Contractor will comply with all Applicable Laws, rules, regulations and Policies and Procedures, as they may be amended from time to time, and will be responsible for ensuring compliance by its Subcontractors;

(e) the observance and performance of the terms and conditions of this Agreement will not constitute a breach of any law, statute or regulation by which the Contractor may be bound, or a breach or default under any contract or agreement to which the Contractor is a party;

(f) the Contractor is not under any current obligation or restriction, nor will it knowingly assume any such obligation or restriction, that does or could interfere or conflict with the performance of the Contractor's obligations under this Agreement;

(g) the Contractor has sufficient trained staff, facilities and appropriate equipment to enable it to fully perform its obligations under this Agreement;

(h) with the exception of any information provided by the Province and which is incorporated into the Contractor's documents, all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement, including all information provided by the Contractor to the Province in the course of the procurement process prior to entering into this Agreement, including in the RFP Response, are true and correct and not misleading in any material respect, and the Contractor has not failed to disclose any further information necessary in order to make the information disclosed not misleading in any material respect;

(i) the Contractor has no knowledge of any fact or of any legal Claim against it that will materially adversely affect or, so far as it can foresee, may materially adversely affect its properties, assets, condition (financial or otherwise), business, operations, or ability to fulfil its obligations under this Agreement;

(j) the Contractor will conduct its business in relation to the Services in a professional and competent manner that will reflect favourably on the good name and reputation of the Province, and will refrain from engaging in any unfair or deceptive trade practice, unethical business practice, or any other practice or conduct that could reflect unfavourably upon the Province;

(k) the Contractor has filed all Taxes, corporate information and other returns required to be filed by the laws of British Columbia and Canada, and has paid all Taxes, fees and assessments calculated to be due by it under those laws;

(l) the Contractor has, and has ensured that all Subcontractors have, obtained all necessary consents and permissions for the collection, use and disclosure of all Personal Information to be collected, used and/or disclosed by it pursuant to this Agreement, including any Personal Information belonging to Contractor's Personnel; and

(m) the Contractor will obtain, and maintain throughout the Term, at its sole expense, all arrangements, licenses, subscriptions, permits and approvals from third parties as are necessary or advisable, including government entities and Third Party Providers, to ensure that the Contractor and all Contractor Personnel can fully perform their obligations, and that the Province can fully exercise its rights under this Agreement.

11.3 Representations and Warranties Relating to Contractor Personnel

The Contractor represents and warrants to the Province and covenants with the Province that, throughout the Term:

(a) the Contractor will, at its own expense, arrange, supply and be wholly responsible for all labour required in connection with the performance of the Contractor's obligations in accordance with this Agreement;

(b) the Contractor has taken all such actions that it is required to take in respect of Subcontractors under this Agreement including the incorporation into enforceable Subcontracts, when required pursuant to section 8.4, of all relevant obligations required for the performance by such Subcontractors of the Contractor's subcontracted obligations in accordance with the terms of this Agreement;

(c) the Contractor will ensure that all Contractor Personnel who are engaged in the provision of the Services, are adequately trained, fully instructed and supervised;

(d) the Contractor and all Contractor Personnel possess the skills, expertise, experience and training required pursuant to this Agreement; and

(e) the Contractor will comply, and ensure that all Subcontractors comply, with all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia and similar laws in other jurisdictions.

11.4 Reliance by the Province

All representations, warranties and covenants made or provided by the Contractor under this Agreement are material and will conclusively be deemed to have been relied upon by the Province, notwithstanding any prior or subsequent investigation by the Province.

ARTICLE 12
PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY

12.1 Ownership of Province Materials

Notwithstanding any other provision of this Agreement:

(a) the Province owns and retains all right, title and interest in, to and associated with all Province Materials and all related Intellectual Property Rights;

(b) the Contractor will not acquire any right, title or interest in, to or associated with any Province Materials or other Province Intellectual Property, or any related Intellectual Property Rights, other than as expressly provided in this Article 12;

(c) the Contractor will promptly return to the Province or, at the Province's option, destroy all Province Materials and other Province Intellectual Property (including all copies) in the Contractor's possession or control:

(i) at any time upon request by the Province;

(ii) after the Contractor's completion of the work for which the Province Materials and other Intellectual Property were provided to the Contractor; and

(iii) upon expiration or termination of this Agreement.

12.2 Province Data

Without limiting the generality of section 12.1, the Contractor acknowledges and agrees that, as between the parties, the Province owns all Province Data. Neither the Contractor nor any Contractor Personnel may use any Province Data other than as required for the purpose of providing the Services and then, only in accordance with this Agreement. For greater certainty, under no circumstances may the Contractor or any Contractor Personnel monetize or commercialize any Province Data, whether or not such data has been aggregated or otherwise anonymized.

12.3 Marks and Logos

The Contractor will not use any trademarks, official marks, business names, trade names, domain names, trading styles, logos, or other distinguishing marks ("**Marks**") of the Province, whether registered or unregistered, for any purpose, whether in conjunction with the performance of the Services or otherwise, without the express prior written permission of the Province. Use of any Contractor, Subcontractor or other third party Marks on or in any Work Product is subject to the prior approval of the Province.

12.4 Use of Province-Licensed Items

The Contractor will, and will ensure that all Contractor Personnel, use any Province-Licensed Items solely for the purpose of performing the Services in accordance with this Agreement. The Contractor acknowledges that the Contractor's access to or use of any Province-Licensed Items may be subject to additional terms, conditions and restrictions with the applicable Third Party Provider and/or the Province, and agrees that it will comply, and will ensure that all Contractor Personnel comply, with all such additional terms, conditions and restrictions, as directed by the Province.

12.5 Work Product Assignment, Waiver and Transfer

(a) The Province will solely own all right, title, and interest in, to and associated with each Work Product and all related Intellectual Property Rights. Neither the Contractor nor any Contractor Personnel will retain any right, title or interest in, to or associated with any Work Product or any related Intellectual Property Rights, and will not authorize any other person to use, reproduce, modify (including creating derivative works), and distribute any Work Product or any related Intellectual Property Rights in any manner or for any purpose other than as required for the performance of the Contractor's obligations under this Agreement.

(b) The Contractor:

(i) hereby irrevocably and unconditionally assigns and transfers to the Province, effective as of the date that each Work Product is created, all right, title and interest throughout the world in, to and associated with each Work Product and all related Intellectual Property Rights, free and clear of any and all liens, encumbrances, charges and interests whatsoever of any other person, without any limitation of time and without restriction; and

(ii) represents and warrants that it has obtained duly executed written agreements that irrevocably and unconditionally waive in the Province's favour any and all non-transferable

rights (including all moral rights and rights of authorship and attribution), which the Contractor or Contractor Personnel may have in the Work Product, and confirm the vesting in the Province of all Intellectual Property Rights in the Work Product.

Upon request, the Contractor will deliver to the Province documents satisfactory to the Province which evidence that Contractor Personnel how have contributed to the development or creation of Work Product have assigned and transferred their rights in respect of such Work Product to the Contractor and provided the waiver contemplated in section 12.5(b)(ii).

(c) Sections 12.5(a) and (b) will not apply to Contractor Materials or Third Party Materials that are incorporated into any Work Product.

12.6 Province License to Contractor

The Province hereby grants to the Contractor for the Term a non-exclusive, revocable, worldwide, non-transferrable, fully paid-up, royalty-free right and license for the Contractor and Contractor Personnel to use the Province Materials and the Work Product, solely as necessary for the purpose of permitting the Contractor and the Contractor Personnel to perform the Contractor's obligations under this Agreement.

12.7 Ownership of Contractor Materials

As between the parties, and except as expressly set forth in this Agreement, the Contractor owns and retains all right, title, and interest in, to and associated with all Contractor Materials, including all related Intellectual Property Rights. For greater clarity, the ownership of any modifications to the Contractor Materials that may be made by either the Contractor or the Province during the Term will remain with the Contractor.

12.8 License of Contractor Materials

The Contractor hereby irrevocably and unconditionally grants, and agrees to grant, to the Province a non-exclusive, irrevocable, perpetual, worldwide, fully transferable, fully sublicensable, royalty-free, fully paid-up, unlimited and unrestricted right and license for the Province and the Province's employees, agents and contractors to use, reproduce, modify (including creating any derivative works), and distribute any Contractor Materials included as or forming part of a Work Product, and all related Intellectual Property Rights, for any and all purposes whatsoever at the discretion of the Province and the Province's licensees, including a right to sublicense to an Other Service Provider. If there are any Third Party Materials in the Contractor Materials, the provisions of section 12.9 will apply.

12.9 Consent for Contractor-Provided Third Party Materials

The Contractor will not include any Third Party Materials in any Work Product without the Province's express prior written consent in each instance. If the Contractor wishes to include Third Party Materials in any Work Product, the Contractor will make a request in writing to the Province. Each such request will:

(a) expressly identify the Third Party Materials and the affected Work Product, and provide details of the fees and other charges, if any, payable by the Province to a Third Party Provider or to the Contractor for the proposed use of the Third Party Materials; and

(b) include a copy of any license agreement or other terms and conditions governing the use of the Third Party Materials.

ARTICLE 13
PROVINCE INFRASTRUCTURE

13.1 Province Obligations

Subject to the terms of this Agreement the Province may, as may be reasonably necessary for performance by the Contractor of the Services, provide access to:

(a) Province-owned or licensed routine Software and other Third Party Materials;

(b) Province personnel, during Business Days and at such other agreed times as may be reasonably necessary for the Contractor to perform the Services; and

(c) certain Province Infrastructure.

13.2 Use of Province Infrastructure

The Contractor's access and use of the Province Infrastructure is subject to the following terms and conditions:

(a) The Contractor agrees that the Province Infrastructure will at all times be owned, operated, controlled and maintained by the Province, or on behalf of the Province by third parties, and that the Contractor obtains no rights or interests in or to the Province Infrastructure other than the right to access and use the Province Infrastructure solely as necessary for the purpose of performing the Services in accordance with this Agreement.

(b) Subject to section 13.4, Province will provide the Contractor with such reasonable access to and use of the Province Infrastructure as the Contractor may require solely as necessary for the purpose of performing the Services in accordance with this Agreement. The Contractor expressly agrees that it will not use or permit the use of the Province Infrastructure for any additional, ancillary or other purpose unless expressly agreed in writing by the Province.

(c) The Contractor will, and will cause all Contractor Personnel who access or use any part of the Province Infrastructure to comply with all applicable rules, and Policies and Procedures in effect from time to time in respect of the Province Infrastructure including, but not limited to, all Policies and Procedures dealing with confidentiality, security and the protection of Personal Information.

13.3 Termination of Rights to Province Infrastructure

The Contractor's right to access and use all or any part of the Province Infrastructure will terminate upon the earlier of:

(a) the completion of the Services for which the right to access and use the Province Infrastructure (or any part thereof) was granted;

(b) the termination or expiry of this Agreement or, if any Transition-Out Period extends beyond the termination or expiry of this Agreement, the termination of the Transition-Out Period; and

(c) receipt by the Contractor of written notice from the Province terminating the Contractor's right to access and use the Province Infrastructure (or any part thereof).

13.4 Effect of Termination

Upon termination of the Contractor's right to access and use all or any part of the Province Infrastructure, the Contractor will promptly return to the Province all passwords, access codes, access cards and devices of any kind used to obtain access to and use of the affected part(s) of the Province Infrastructure.

ARTICLE 14
CONFIDENTIALITY

14.1 Acknowledgement

The Contractor acknowledges and agrees that, in connection with the performance of its obligations under this Agreement, the Contractor and its Subcontractors will have access to and Custody of certain highly confidential information, including Province Confidential Information, and that the confidentiality, privacy and security of such information, and in particular any Personal Information, is of paramount importance to the Province.

14.2 Protection of Confidential Information

At all times during the Term and thereafter, each party (the "**receiving party**") will keep and maintain all Confidential Information of the other party (the "**disclosing party**") in confidence using a degree of care that is appropriate to the nature and sensitivity of the information, but in no event less than a commercially reasonable standard of care that is in accordance with prudent industry practice in Canada or, if the Confidential Information is subject to more protective provisions in applicable enactments regarding Personal Information or privacy protection, including FOIPPA, no less than the degree of care mandated by those provisions.

14.3 Permitted Use and Disclosure of Confidential Information

The receiving party will not use, reproduce or disclose, either directly or indirectly, any of the disclosing party's Confidential Information without the disclosing party's prior written consent except, subject to more protective provisions in applicable enactments regarding Personal Information or privacy protection, including FOIPPA:

(a) where this Agreement expressly permits disclosure for the purpose; and

(b) to its personnel, subcontractors (including third party service providers of the Contractor to support the Contractor's infrastructure), employees, officers, professional advisors and auditors (and, in the case of the Province being the receiving party, to the Province's servants, contractors and agents) on a "need to know" basis as required to observe, perform and enforce, or exercise its rights under, this Agreement, provided that any person to whom a disclosing party's Confidential Information is disclosed will:

(i) be bound by contract, employment contract or oath of office to safeguard such Confidential Information on terms no less onerous than the terms of this Article 16, except to the extent authorized by whistle-blower law or statutory power or duty or required by law to divulge;

(ii) have the security clearance required by the Province, if any, to access the particular information;

(iii) have been advised of the confidential and proprietary nature of the disclosing party's Confidential Information; and

(iv) have been instructed to keep it confidential and, if the Province requires, have provided a confidentiality undertaking in a form acceptable to the Province.

14.4 Additional Permitted Disclosures by the Province

Notwithstanding the provisions of this Article 14, the Contractor agrees that the Province may disclose any of the Contractor Confidential Information:

(a) as may be required by the provisions of any Policies and Procedures or by Applicable Laws, including FOIPPA; or

(b) for the purpose of undertaking any procurement or similar process in connection with the selection of an Other Service Provider, provided that:

(i) such disclosure does not include any of the Contractor's internal financial information;

(ii) any third parties to whom such disclosure is made first execute and deliver to the Province a non-disclosure agreement among each of the Province, the Contractor, and such third parties); and

(iii) such disclosure will be restricted to the Contractor Confidential Information necessary to enable such parties to participate in the procurement or related process.

14.5 Exceptions to Obligation of Confidentiality

Other than with respect to Personal Information, the obligations of confidentiality contained in this Article 16 will not apply to any Confidential Information of a disclosing party to the extent that the receiving party can demonstrate that such Confidential Information:

(a) was, at the time of disclosure to the receiving party, in the public domain, or subsequently becomes part of the public domain through no fault of the receiving party or any person obtaining access to the Confidential Information through the receiving party;

(b) was in the possession of the receiving party at the time of disclosure to the receiving party, and was not the subject of a pre-existing confidentiality obligation;

(c) was lawfully received, not by accident or mistake, by the receiving party from a third party that was lawfully in possession of it and without an obligation to keep it confidential, provided that the receiving party keeps for review upon request by the disclosing party documentation establishing the third party as the source of the information, but only after such information becomes so available;

(d) was independently developed by the receiving party without the use of any of the disclosing party's Confidential Information or Intellectual Property; or

(e) is disclosed with the prior written consent of the disclosing party, but only to the extent of the consent.

14.6 Disclosure Compelled by Law

Subject to section 14.8, a receiving party will not be considered to have breached its confidentiality obligations under this Article 14 to the extent that the disclosure of a disclosing party's Confidential Information is required

to satisfy any Applicable Laws or the order of any court, administrative tribunal or other entity having binding authority, or pursuant to a subpoena, litigation hold, delivery request or similar instrument, provided that the receiving party:

(a) promptly upon receiving any such request, notifies the disclosing party of the terms and circumstances of the requested disclosure, unless it is legally prohibited from doing so;

(b) consults with the disclosing party regarding the nature and scope of the request;

(c) does not obstruct or interfere with, and to the extent practical, permits the disclosing party to obtain, a protective order or other remedy to limit, prevent, object to, enjoin, narrow the scope of, or otherwise contest the requested disclosure;

(d) discloses only that portion of the disclosing party's Confidential Information that it is legally obligated to disclose, and then only to the extent required; and

(e) if requested by the disclosing party, at the disclosing party's expense, seeks the highest protection level available for the disclosing party's Confidential Information.

14.7 Notification of Unauthorized Use of Province Confidential Information

Without limiting any obligation under Applicable Laws, or in **Schedule "J"** *(Privacy Protection Schedules)* or **Schedule "K"** *(Security Schedules)*, the Contractor will:

(a) promptly notify the Province of any actual or attempted unauthorized possession, use, access to or disclosure of the Province Confidential Information of which the Contractor becomes aware;

(b) promptly furnish the Province with details of the actual or attempted unauthorized possession, use, access or disclosure, and assist the Province with any investigation;

(c) cooperate with the Province in any litigation and investigation against third parties, as deemed necessary by the Province to protect Province Confidential Information, to the extent such litigation is related to this Agreement; and

(d) promptly use best efforts to prevent a recurrence of any unauthorized possession, use, access or disclosure of the Province Confidential Information.

14.8 This Agreement

The Contractor acknowledges that the Province is subject to FOIPPA, and that this Agreement (including all associated documents and records) may be subject to public disclosure under that legislation. For greater certainty, the Contractor hereby consents to the disclosure of the terms and conditions of this Agreement (and all associated documents and records) as permitted or required by FOIPPA (including by exercise of any statutory power or duty under FOIPPA).

ARTICLE 15
PRIVACY AND SECURITY

15.1 Privacy

In relation to the Province, the Contractor:

(a) acknowledges that it is a "service provider" within the meaning of FOIPPA; and

(b) will and will ensure that all Contractor Personnel, at all times, strictly comply with:

(i) their respective obligations under FOIPPA; and

(ii) **Schedule "J"** *(Privacy Protection Schedules)*; and

(c) will ensure that no Contractor Personnel resident outside Canada or travelling temporarily outside Canada (even if a Canadian citizen and resident) will have any access to, or use of any Personal Information, except as permitted in each case both under FOIPPA and by the Province in accordance with this Agreement.

15.2 Security Obligations

The Contractor will at all times make reasonable security arrangements to protect all Province Confidential Information, including Personal Information and any Province records used with, accessed by or generated through the performance of the Services, in accordance with the Province's requirements as advised to the Contractor from time to time. Without limitation, the Contractor will comply, and will ensure that all Contractor Personnel comply, with the Security Schedules attached as **Schedule "K"** *(Security Schedules)*.

ARTICLE 16
INDEMNITY

16.1 Indemnification

Notwithstanding any insurance coverage maintained under this Agreement, the Contractor will indemnify and save harmless the Province, its employees, agents, and contractors (collectively, the "**Province Indemnified Parties**") from any loss, Claim (including any Claim of infringement of third party Intellectual Property Rights), damage award, action, cause or action, cost or expense that the Province or any Province Indemnified Party may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends (each a "**Loss**"), to the extent the Loss is directly or indirectly caused by, contributed to, or resulting from:

(a) any act or omission of the Contractor or any of the Contractor's Subcontractors, agents, employees, officers, directors or other Contractor Personnel;

(b) breach by the Contractor of any representations or warranties under this Agreement, or any representation or warranty becoming untrue or incorrect;

(c) breach of or default under any agreement (other than this Agreement), license, permit or other obligation to which the Contractor is a party or by which the Contractor is bound which relates to the Services or the Deliverables;

(d) the death or bodily injury to any person resulting from negligence, wilful misconduct or malfeasance on the part of the Contractor or any of its Subcontractors, agents, employees, officers, directors or other Contractor Personnel; or

(e) loss of or damage to tangible property of any person resulting from negligence, wilful misconduct or malfeasance on the part of the Contractor or any of its Subcontractors, agents, employees, officers, directors or other Contractor Personnel.

16.2 Survival

The provisions of this Article 16, including the parties' obligations under this Agreement, will survive the expiration or earlier termination of this Agreement.

ARTICLE 17
INSURANCE

17.1 Insurance

Without limiting the Contractor's other obligations or liabilities under this Agreement, the Contractor must comply with **Schedule "L"** *(Insurance)*.

17.2 Workers' Compensation

Without limiting any other provision of this Agreement, the Contractor will comply with, and will ensure that all Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

17.3 Personal Optional Protection

The Contractor will, and will ensure that Subcontractors will, apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's or Subcontractor's expense, as applicable, if:

(a) the Contractor or Subcontractor, as applicable, does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and

(b) such personal optional protection insurance is available for the Contractor or Subcontractor, as applicable, from WorkSafeBC or other sources.

17.4 Evidence of Coverage

Within ten (10) Business Days of being requested to do so by the Province, the Contractor will provide the Province with evidence of the Contractor's compliance with this Article 17.

17.5 Subcontractors

The Contractor will cause its Subcontractors to carry liability insurance as required by this Article 17, to the extent appropriate given the scope and nature of the Subcontractor's obligations.

ARTICLE 18
DEFAULT AND TERMINATION

18.1 Events of Default

Each of the following occurrences will be deemed to be an "**Event of Default**" for the purposes of this Agreement:

(a) an Insolvency Event;

(b) a Change of Corporate Control of the Contractor without the Province's prior written consent;

(c) a failure by the Contractor to perform any of its obligations under this Agreement, or a failure to perform such obligations in a manner satisfactory to the Province;

(d) without limiting subsection 18.1(c) above, the Province determines, at its sole discretion and determination, that the Contractor's failure to perform any of its obligations under this Agreement place the health or safety of any person receiving Services at risk; or

(e) any representation, warranty or covenant made by the Contractor in this Agreement is or becomes untrue or incorrect.

18.2 Remedies for Default

Upon the occurrence of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

(a) by written notice to the Contractor, require that the Event of Default, when capable of being remedied, be remedied within the time period specified in the notice;

(b) pursue any remedy or take any other action available to it at law or in equity; or

(c) by written notice to the Contractor, terminate this Agreement, or any individual Services forming part of this Agreement, with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under subsection 18.2(a).

18.3 Delay Not a Waiver

No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of its rights.

18.4 Notice of Events of Default

If the Contractor becomes aware that an Event of Default has occurred or is likely to occur, the Contractor will promptly notify the Province and supply to the Province particulars of the Event of Default or anticipated Event of Default, along with the steps the Contractor proposes to take to address, prevent, prevent recurrence of, or mitigate the effects of the Event of Default, as applicable.

18.5 Termination by the Province for Convenience

In addition to the Province's right to terminate this Agreement or any part thereof pursuant to subsection 18.2(c), the Contractor agrees that the Province may terminate this Agreement or any Services to be provided pursuant to this Agreement, without penalty, for any reason or for no reason, upon not less than ninety (90) days' prior written notice to the Contractor.

18.6 Termination by the Contractor

The Contractor will have the right to terminate this Agreement if the Province is in material breach of its obligation to pay when due any undisputed amount which is not subject to withholding or set-off in accordance with Article 8, and the Province has failed to rectify the breach within sixty (60) days (or such longer period as the Contractor may provide) of receipt of written notice from the Contractor, which notice will state in detail the nature and specifics of the breach.

18.7 No Obligation to Invoke Dispute Resolution

A terminating party may, but will not be obliged to invoke the Dispute Resolution Process prior to exercising its termination rights pursuant to this Article 18.

18.8 Effects of Termination

In the event of the termination of any or all of the Services, the following will apply:

(a) **Continuity of Services**. Unless otherwise agreed or directed by the Province in writing, the Contractor will continue to perform the Terminated Services in accordance with this Agreement during any termination notice period referred to in section 18.2, 18.5 or 18.6 and, subject to Article 19, will use its best efforts to complete any uncompleted work to be performed as part of the Services by the end of the termination notice period so as to ensure a smooth transition of the Services to, or as directed by, the Province.

(b) **Province Facilities**. Unless otherwise directed by the Province, the Contractor will, and will cause all Contractor Personnel to, peacefully leave any Province Facilities made available to the Contractor in connection with the provision of the Terminated Services in accordance with section 13.4.

(c) **Payment Consequences of Termination**. Unless otherwise provided in Article 8, Article 19 or **Schedule "E"** *(Fees and Pricing Model)*, if this Agreement, or any Services are terminated in accordance with this Article 18:

(i) the Province will, within sixty (60) days of the effective date of termination, pay to the Contractor any unpaid and undisputed portion of the Fees owing in respect of any part of the Services that were delivered to the Province's satisfaction prior to the effective date of termination, subject to any rights with respect to set-off or withholding;

(ii) the Contractor will, within sixty (60) days of the effective date of termination, repay to the Province any prepaid portion of the Fees which corresponds to the portion of the Terminated Services that the Province has notified the Contractor in writing were either not delivered or were not delivered to the Province's satisfaction before termination, as well as any other amounts owing by the Contractor to the Province as of the effective date of termination.

The payment by the Province of the amounts described in subsections 18.8(c)(i) will be in full and final satisfaction of the Province's obligation to make any payments due to the Contractor under this Agreement or the terminated Services, as appropriate.

18.9 Survival

Unless otherwise expressly provided in this Agreement or as otherwise agreed by the parties, all provisions (and the obligations of the Province and the Contractor thereunder) which by their terms or nature are intended to survive termination or expiry of this Agreement, will so survive.

ARTICLE 19
TRANSITION SERVICES

19.1 Transition Services

The Contractor will provide services to the Province for the purpose of:

(a) transitioning-in upon the commencement of this Agreement ("**Transition-In Services**");

(b) transitioning the delivery of any Terminated Services to the Province or to an Other Service Provider at any time during the Term; and

(c) transitioning the delivery of all of the Services to the Province and/or to an Other Service Provider upon the expiry or termination of this Agreement,

(collectively, the "**Transition Services**").

19.2 Transition-In Services

The Transition-In Services are described in **Schedule "C"** *(Transition-In Services)*. The Contractor will provide all such reasonable assistance as the Province may require for the purpose of ensuring an orderly, effective and efficient transition of the Services from previous service providers to the Contractor.

19.3 Transition-Out Services

During the Transition-Out Period for any Terminated Services, the Contractor will provide the Province with any or all of the following materials and services, when and as requested by the Province (collectively, the "**Transition-Out Services**"):

(a) if the Province intends to engage one or more Other Service Provider(s) to provide all or any of the Terminated Services, assistance to the Province in connection with the preparation of any competitive procurement process, bid specification or similar document;

(b) cooperation with and assistance to the Province and/or an Other Service Provider in order to facilitate the transition of the Terminated Services to the Province or to the Other Service Provider, as designated by the Province, in an orderly, effective and efficient manner;

(c) all such other information as may be requested by the Province in order to ensure the efficient transition of the Terminated Services (or any of them) from the Contractor to the Province and/or to one or more Other Service Provider(s), including responses to any questions from the Province or any Other Service Provider(s) regarding the Terminated Services;

(d) copies of all records and relevant Documentation in electronic format, hard copy or both, as may be requested by the Province including a current listing and copies of all documented operational processes and procedures relating to the provision of the Terminated Services, as well as all Documentation relating to any Deliverables;

(e) a current listing of all Subcontractors involved in the provision of the Terminated Services and a description of their roles and responsibilities, copies of their Subcontracts (to the extent not previously provided to the Province) and, if requested by the Province, the assignment to the Province of any or all of the Subcontracts;

(f) assistance with the provision of agreed training for those persons designated by the Province who will be assuming responsibility for the Terminated Services;

(g) assistance with the transfer of any Dedicated Assets purchased by the Province or the Other Service Provider in accordance with section 19.6;

(h) a Transition-Out Plan, as described in section 19.4;

(i) continuity of the Terminated Services and other Services, as described in section 19.5; and

(j) such other services and materials as may be agreed in the Transition-Out Plan.

19.4 Transition-Out Plan

Within 60 days of request from the Province, the Contractor will develop and deliver a detailed plan for the transition of any Terminated Services from the Contractor to the Province or to one or more Other Service Provider(s) (each, a "**Transition-Out Plan**"). Transition-Out Plans will be subject to the Province's review and approval. Without limitation, a Transition-Out Plan must set out in detail the specific tasks to be accomplished by each party during the Transition-Out Period for the Terminated Service(s), and a schedule pursuant to which the tasks are to be completed. The Transition-Out Plan may include the disposition of property, other than real property, purchased solely with funds from the Province and the Contractor's obligations to the Province and others and will be informed by, but not limited to, the following considerations:

(a) whether the Contractor will continue to provide contracted services for the Province;

(b) whether any Dedicated Assets can be used by an Other Service Provider for the benefit of a child and youth;

(c) the value of the Dedicated Assets;

(d) whether or not the Contractor is intending to continue to remain in business providing services for children and youth;

(e) any rental or lease obligations of the Contractor;

(f) the Contractor's obligations to union and non-union employees;

(g) the impact of the Terminated Services on child and youth; and

(h) records retention and/or disposition.

The parties will monitor the performance of the Transition-Out Services and the Transition-Out Plan on a regular basis through the Relationship Management Process. The parties agree to provide to each other such reasonable information and assistance as may be required to create, revise, update and successfully execute each Transition-Out Plan.

19.5 Continuity of the Terminated Services and other Services during the Transition-Out Period

Unless otherwise directed by the Province, the Contractor will continue to provide the Terminated Services, as well as all Services that have not been terminated, during the applicable Transition-Out Period. The level of performance of the Terminated Services and any other Services by the Contractor during the Transition-Out Period must meet the applicable Performance Standards then in effect unless otherwise agreed between the

parties in the Transition-Out Plan. All applicable provisions of this Agreement will remain in effect during the Transition-Out Period.

19.6 Transfer of Dedicated Assets

Upon expiry or termination of this Agreement for any reason, and in connection with the transfer of the responsibility for the performance of any Terminated Services to the Province or to an Other Service Provider, as designated by the Province, the Province will have the right to purchase from the Contractor any tangible assets and equipment, used by the Contractor for the performance of the Terminated Services ("**Dedicated Assets**") for a price equal to the Contractor's undepreciated cost thereof, calculated in accordance with Canadian GAAP. The Contractor will provide to the Province such information as the Province may reasonably request, and will cooperate with the Province, to identify and evaluate the Dedicated Assets. Upon notice by the Province to the Contractor setting out the Dedicated Assets, if any, that the Province wishes to purchase, the Province and the Contractor will execute and deliver to each other all documents as may be necessary to transfer the Dedicated Assets to the Province, and the Province will pay the Contractor the purchase price for the Dedicated Assets purchased by the Province. In the event of a Dispute as to the purchase price for the Dedicated Assets purchased by the Province, the Contractor and the Province will complete the transfer of such Dedicated Assets but for the payment by the Province of the purchase price therefor, which will be paid by the Province upon resolution of that Dispute by agreement of the parties or pursuant to the Dispute Resolution Process. The Province may assign its right to purchase the Dedicated Assets under this section 19.6 to any Other Service Provider.

19.7 Transition-Out Period

The Contractor will provide the Transition-Out Services during the period commencing upon the date of the Province's written request for Transition-Out Services, and terminating upon the earlier of:

(a) the completion of the Transition-Out Services;

(b) any termination date specified by the Province in its request for Transition-Out Services; or

(c) subject to this section 19.7, within twelve (12) months from the expiry or earlier termination of this Agreement, (the "**Transition-Out Period**"). Notwithstanding the foregoing, if the Province is unable to complete the transition of the Services to the Province or an Other Service Provider, as the case may be, by the end of Transition-Out Period, then upon not less than thirty (30) days prior written notice to the Contractor, the Province may elect to extend the Transition-Out Period for up to six (6) months.

19.8 Charges for Transition Services

The Contractor will provide the Transition Services at no additional cost or charge prior to the expiry of the Term, using all available Contractor Personnel. Any Transition-Out Services provided after the termination or expiry of the will be consistent with **Schedule "E"** *(Fees and Pricing Model)* and in accordance with a budget jointly prepared by the parties and forming part of the Transition-Out Plan.

19.9 Equitable Remedies

The Contractor acknowledges that the Province would suffer irreparable harm if the Contractor breached (or attempted or threatened to breach) its obligations to provide Transition-Out Services to the Province as anticipated by this Article 19. In such event, the Contractor agrees that the Province may proceed directly to a court of competent jurisdiction without having to exhaust or utilize the Dispute Resolution Process. If the court

finds that the Contractor has breached (or attempted or threatened to breach) its obligations hereunder, then the Contractor will not oppose the entry of an appropriate order compelling performance by the Contractor and restraining the Contractor from any further breaches (or attempted or threatened breaches) of its obligation to provide Transition-Out Services as provided in this Article 19.

ARTICLE 20
GOVERNING LAW AND DISPUTE RESOLUTION

20.1 Governing Law and Jurisdiction

This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws of British Columbia and the laws of Canada applicable therein, without regard to principles of conflicts of law. To the extent to which any provision of this Agreement contemplates recourse to judicial proceedings, the parties agree that the courts of the Province of British Columbia will have exclusive jurisdiction unless otherwise expressly stated.

20.2 Dispute Resolution

Except as provided in section 20.5, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, or in respect of any defined legal relationship associated with it or derived from it (each, a "**Dispute**") will be referred to and finally resolved in accordance with **Schedule "I"** (*Conflict Resolution Protocol*).

20.3 Confidentiality and Mutual Efforts

During all negotiations before and during mediation, the parties will make good faith efforts to resolve any dispute amicably and provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations, which will be conducted in confidence and on a "without prejudice basis" and may not be introduced into evidence in any arbitration or legal proceedings. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations. Nothing in this section obliges a party to disclose any information subject to solicitor-client privilege or otherwise protected by Applicable Laws, including FOIPPA. Nothing in this section prevents disclosure necessary to enforce any arbitration awards.

20.4 Continuity of Services

In the event of a Dispute, and at all times before, during and after the conduct of the Dispute Resolution Process, the Contractor will, and will ensure that all Contractor Personnel, continue to perform the Services in accordance with this Agreement.

20.5 Exceptions

Nothing in this Article will operate to restrict either party from commencing, whether before invoking or pending resolution of the Dispute in accordance with this Article, legal or other formal proceedings to the extent available under the *Crown Proceeding Act* and other Applicable Laws to:

(a) apply for any interim relief pending resolution of the Dispute, including an injunction or provisional order to protect any Personal Information, Confidential Information or Intellectual Property Rights, or as otherwise permitted under this Agreement;

(b) pursue or defend any legal proceedings involving third parties;

(c) preserve any legal right or remedy from expiring due to a limitation period; or

(d) enforce any orders described in subsection 20.5(a) or any arbitration award.

ARTICLE 21
NOTICE

21.1 Notice

Unless otherwise specified in this Agreement, any notice, approval, consent or communication or other document that either party may be required or may desire to give to the other under this Agreement, will be in writing and will be conclusively deemed validly given to and received by the addressee if:

(a) delivered personally or by recognized courier service, on the date of delivery; or

(b) mailed by prepaid registered mail, on the third Business Day after the mailing of the same;

addressed, as the case may be, to the Province at:

Ministry of Children and Family Development
795 South Lahakas Boulevard
Kitimat, British Columbia V8C 1G2

Attention: Shannon Miller, Director of Operations

or to the Contractor at:

North Coast Community Service Society
710 Fraser St
Prince Rupert, BC V8J 1P9

Attention: Sherry J Beal, Executive Director

21.2 Change of Contact Information

Either party may, from time to time, advise the other party by notice in writing of any change to its contact information as set out above, and from and after the giving of such notice, the applicable contact information specified in the notice will, for the purposes of this Agreement, be conclusively deemed to be the current contact information of the Province or the Contractor, as applicable.

21.3 Notice of Adverse Events

Subject to Applicable Laws and confidentiality obligations to which the Contractor may be bound, the Contractor will provide the Province with as much prior notice as is reasonable in the circumstances of any event relating to the Contractor or any of its Affiliates or Contractor Personnel that may become public knowledge or the subject of media coverage, and which could reasonably be expected to reflect negatively on the Province or to otherwise adversely impact the Province or the relationship between the parties. Where it is not possible for the Contractor to provide prior notice to the Province, the Contractor will notify the Province as soon as possible after the occurrence of the event.

ARTICLE 22
FORCE MAJEURE

22.1 Definition

In this Agreement, "**Force Majeure**" means any act or event that is beyond the reasonable control of a party (the "**Affected Party**") which the Affected Party is relying upon as justification for its delay or failure to comply with its obligations under this Agreement, and includes:

(a) acts of God or acts of nature, including hurricanes, tornadoes, landslides, lightning, earthquakes, floods, fires, storms, washouts;

(b) acts of public enemies, explosions, derailments, nuclear and radiation activities or fall out, wars (declared or undeclared), or warlike hostilities, mobilization or general military call-up, blockades, sabotage, civil war or revolutions, insurrections and riots, or acts of terrorism or piracy;

(c) outbreak of serious disease or epidemics, quarantines or other public health emergencies;

(d) restrictive court orders, laws or governmental regulations, but only to the extent that the Affected Party can demonstrate that the court order, law or governmental regulation was either:

(i) promulgated after the date of this Agreement, or

(ii) interpreted after the date of this Agreement by a court or administrative tribunal of competent jurisdiction to be restrictive in a manner or to an extent not generally accepted as being applicable prior to such interpretation;

(e) industrial relations disputes, including strikes or lock-outs (excluding lock-outs by the Contractor), work stoppages, work slowdowns or other labour disturbances, provided that the Affected Party has not in any manner caused or maintained the industrial relations dispute for the purpose of avoiding its obligations under this Agreement;

(f) the failure of a utility company to supply power or other required utilities to be provided by it; or

(g) the failure, malfunction or unavailability of telecommunications, data communications, computer applications, systems or Software and related services (other than the applications, systems, Software or services to be provided or supported by the Contractor as part of the Services), provided that in no event will:

(i) an act or event caused by or resulting from the Affected Party's negligence or default;

(ii) any default by any Contractor Personnel; or

(iii) any deficiency of or shortage of funds or financing;

constitute Force Majeure.

22.2 Notice

An Affected Party will give notice to the other party as soon as possible after the existence of Force Majeure becomes known by the Affected Party, and in any event no later than five (5) days after the date on which

Force Majeure became known to the Affected Party. An Affected Party that has given notice of Force Majeure hereunder will promptly notify the other party if Force Majeure ceases to exist.

22.3 Effect

Subject to section 22.6, in the event of Force Majeure affecting either of the parties' obligations under this Agreement, the time fixed for the fulfillment of any obligations so affected will be extended by such period of time as the parties may agree through the Relationship Management Process. In the event that the Affected Party is unable to perform any obligation under this Agreement due to Force Majeure for a period of one (1) month, the parties, in accordance with the Relationship Management Process, will meet and review in good faith the desirability of terminating this Agreement or, where appropriate, those obligations under this Agreement that are affected by Force Majeure. In the event that the parties are unable to agree as to the existence or duration of Force Majeure, or on the impact of Force Majeure, the matter will be resolved in accordance with the Dispute Resolution Process. In the event that the parties are unable to agree as to the existence or duration of Force Majeure, or on the impact of Force Majeure, the party that is not the Affected Party will have the right to immediately terminate the Agreement or, where appropriate, the affected obligations, upon written notice, and the provisions of Article 19 will apply.

22.4 Mitigation

The Affected Party will use all reasonable efforts to prevent, control or limit the effects of any delay or non-performance resulting from Force Majeure.

22.5 Resumption of Performance

Unless this Agreement has been terminated in accordance with section 22.3 or as otherwise permitted under this Agreement, an Affected Party that is prevented or delayed in the performance of its obligations under this Agreement by Force Majeure will promptly resume performance of its obligations after the cessation of Force Majeure.

22.6 Exception

To the extent to which an event or occurrence is both an event of Force Majeure and an event or occurrence covered by the Contractor's disaster recovery plan and/or the business continuity plan as described in Article 2 above, the Contractor's obligations under the disaster recovery plan and/or the business continuity plan will prevail over the provisions of this Article 22. Further, nothing contained in this Article 22 will excuse any default or failure to perform or comply with obligations arising under Article 6 (Subcontractors), Article 9 (Records), Article 12 (Proprietary Rights and Intellectual Property), Article 14 (Confidentiality), Article 15 (Privacy and Security), Article 16 (Indemnity and Liability), Article 17 (Insurance), and section 23.11.

ARTICLE 23
MISCELLANEOUS

23.1 Further Assurances

The Contractor will, upon the reasonable request of the Province, perform such acts, execute and deliver such writings, and give such assurances as may be reasonably necessary to give full effect to this Agreement.

23.2 Waiver

A waiver of any term or breach of this Agreement will be effective only if it is in writing and executed by or on behalf of an authorized representative of the waiving party, and will not constitute a waiver of any other term or breach of this Agreement.

23.3 Assignment by the Contractor

The Contractor will not assign or transfer, either directly or indirectly, this Agreement or any of its rights or obligations under this Agreement, including as a result of any Change of Corporate Control, without the Province's prior written consent, which consent may be given or withheld by the Province in its discretion.

23.4 Assignment by the Province

The Province may:

(a) assign any rights or transfer any obligations of the Province under this Agreement to any body established or authorized by or under enactment to continue or to perform any of the functions of the Province ministry then responsible for administering this Agreement, effective on the date set out in or under the enactment or in a written notice to the Contractor, without the Contractor's consent;

(b) if the preceding paragraph does not apply, assign any rights or transfer any obligations of the Province under this Agreement to any "government body" as defined in the FAA, effective on the date specified in a written notice to the Contractor, without the Contractor's consent; and

(c) if the preceding paragraphs do not apply, assign any rights of the Province under this Agreement to any person, effective on the date specified in a written notice to the Contractor.

23.5 Legal Relationship

The Contractor is an independent contractor and not the servant, employee, partner or agent of the Province. No partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or any action of the parties under this Agreement. For greater certainty, the Contractor does not have any authority to, and will not in any manner whatsoever, commit or purport to commit the Province to any obligation or liability of any kind, including the payment of any money to any person.

23.6 Amendment

Any alteration or amendment to the terms and conditions of this Agreement must be in writing and executed by the duly authorized representatives of both parties.

23.7 Publicity and Communications

The Contractor will not make any public announcement (including but not limited to press releases, publication of webpages, pamphlets, signs, or otherwise) relating to this Agreement except as permitted and in accordance with:

(a) the Province's policy on FCC communications, which the Province will make available to the Contractor;

(b) direction pursuant to the governance and contract stewardship framework described in Schedule "G"; or

(c) with prior written approval of the Province or as required by Applicable Law.

23.8 Transaction Costs

Each party will be solely responsible for its own legal, accounting and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement, and all other documents and instruments prepared, executed or delivered pursuant to this Agreement.

23.9 Remedies

The rights, powers and remedies of the Province in this Agreement are cumulative and in addition to, and not in substitution for, any right, power or remedy that may be available to it in contract, at law or in equity.

23.10 Binding Effect and Enurement

This Agreement enures to the benefit of and is binding upon the Province and the Contractor, and their respective successors and permitted assigns.

23.11 Conflict of Interest

Neither the Contractor nor any Contractor Personnel will, during the Term, engage in any activity, business or undertaking, including the provision of any services, that could create a conflict of interest or perceived conflict of interest with the Province in respect of all or any part of the Services and/or the performance of any of the Contractors' other obligations under this Agreement. The Contractor will immediately notify the Province if it becomes aware of an actual or potential conflict of interest, and will comply with any direction given by the Province in respect of the actual or potential conflict. Without limitation, the Province retains the right to prohibit any person (including the Contractor and any Contractor Personnel) from taking any action, delivering any products or services, or otherwise doing anything in connection with this Agreement if the Province determines, at its sole discretion, that such activity does or may result in a conflict of interest.

23.12 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part, it will be severable from this Agreement and the remaining provisions will not be affected and will continue in full force and effect to the extent permitted by Applicable Laws.

23.13 No Third-Party Beneficiaries unless Specifically Referenced

Nothing in this Agreement, express or implied, is intended to confer upon any person (other than the indemnified parties who are expressly indemnified pursuant to the provisions of this Agreement), any rights, benefits or remedies of any kind or character whatsoever, and no person will be deemed to be a third-party beneficiary under or by reason of this Agreement, unless specifically referenced in this Agreement.

23.14 Execution by Counterpart

This Agreement may be executed by the parties in any number of counterparts, each of which when so executed and delivered will be deemed to be an original and all of which together will constitute one and the same document. Delivery of an executed counterpart by email with a scanned PDF attachment will be effective to the same extent as if a party had delivered a manually executed counterpart.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

SIGNED on behalf of His Majesty the King in right of the Province of British Columbia by a duly authorized representative of the Minister of Children and Family Development:

For the Minister of Children and Family Development

Shannon Miller, Director of Operations
(Print Name of Authorized Signatory)

SIGNED on behalf of North Coast Community Services Society by its duly authorized signatory:

(Signature of Authorized Signatory)

Michelle Crichton, President, Board of Directors
(Print Name of Authorized Signatory)

(Signature of Authorized Signatory)

Sherry J Beal, Executive Director
(Print Name of Authorized Signatory)

December 26/2022

Schedule "A"
DEFINITIONS

"**Affiliate**" means, with respect to any corporation, partnership or other incorporated or unincorporated organization, any person that controls, is controlled by or is under common control with such corporation, partnership or other incorporated or unincorporated organization, for the purposes of which "control" means the ability to exercise more than fifty percent of the voting shares, securities or other interests of a corporation, partnership or other incorporated or unincorporated organization, or to elect the directors or other managers of a corporation, partnership or other incorporated or unincorporated organization or to otherwise exercise control over the business and affairs of a corporation, partnership or other incorporated or unincorporated organization.

"**Agreement**" means this Services Agreement made between the Contractor and the Province, including all Schedules and Appendices attached hereto, as they may be amended from time to time in accordance with the terms hereof.

"**Annual Service Plan**" is an annualized plan, developed by the Contractor, to relay to the Province how the Contractor will be delivering the Services.

"**Applicable Laws**" means all applicable laws, including any statute, regulation or bylaw, treaty, directive, policy having the force of law, order, judgment, injunction, award or decree of any government body, that are binding on the parties (or on either party, as applicable), and in effect from time to time, or that are otherwise applicable to the performance of the Services.

"**Board Certified Behavior Analyst**" or "**BCBA**" is a graduate-level certification in behavior analysis. Professionals certified at the BCBA level are independent practitioners who provide behavior-analytic services.

"**Business Day**" means a day, other than a Saturday or Sunday or a statutory holiday, on which provincial government offices are open for normal business in British Columbia.

"**Change of Corporate Control**" means a change, directly or indirectly, in the ownership of more than fifty (50%) of the issued and outstanding shares or other ownership interest in an entity, or in the case of entities other than corporations, a similar structural reorganization whereunder the effective control of the entity is transferred to a third party.

"**Children and Youth with Support Needs**" or "**CYSN**" are children and youth who are experiencing, or have an increased likelihood of experiencing, Developmental Delay or Disability and who require support to optimize their development, Functional Abilities and Quality of Life.

"**Claim**" means any and all claims, third party claims, counterclaims, complaints, demands, proceedings, actions, causes of action and suits, and investigations of any nature or kind whatsoever and howsoever arising, whether known or unknown, whether in law or in equity or pursuant to contract or statute, and whether in any court of law or equity or before any arbitrator or other body, board or tribunal.

"**Confidential Information**" means Province Confidential Information and/or Contractor Confidential Information, as the case may be.

"**Contract Documents**" means all documents that are incorporated into or form part of this Agreement, whether by attachment or reference.

"**Contractor**" has the meaning ascribed to it on page 1 of the Agreement.

23.14 Execution by Counterpart

This Agreement may be executed by the parties in any number of counterparts, each of which when so executed and delivered will be deemed to be an original and all of which together will constitute one and the same document. Delivery of an executed counterpart by email with a scanned PDF attachment will be effective to the same extent as if a party had delivered a manually executed counterpart.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

SIGNED on behalf of His Majesty the King in right of the Province of British Columbia by a duly authorized representative of the Minister of Children and Family Development:

For the Minister of Children and Family Development

Shannon Miller, Director of Operations

(Print Name of Authorized Signatory)

SIGNED on behalf of North Coast Community Services Society by its duly authorized signatory:

(Signature of Authorized Signatory)

Michelle Crichton, President, Board of Directors

(Print Name of Authorized Signatory)

(Signature of Authorized Signatory)

Sherry J Beal, Executive Director

(Print Name of Authorized Signatory)

"**Contractor Confidential Information**" means any trade secret, commercial, financial, labour relations, scientific or technical information of the Contractor or its Subcontractors in whatsoever form or media, whether in writing, electronic form or communicated orally or visually that the Contractor both treats as confidential and, at the time of disclosure explicitly supplies in confidence under this Agreement to the Province. Notwithstanding the foregoing, the "**Contractor Confidential Information**" will not include any Province Confidential Information, Province Materials or Province Intellectual Property, whether incorporated into or otherwise forming a part of the Contractor Confidential Information.

"**Contractor Materials**" means any assets, materials, Software, data, databases, information (including Contractor Confidential Information), documents and other property provided to the Province by the Contractor or a Subcontractor, and all Contractor Intellectual Property, that is: (a) in existence prior to the execution of this Agreement; or (b) not in existence prior to the execution of this Agreement but developed independently of this Agreement.

"**Contractor Personnel**" means, as the context may require, the Contractor employees, contract personnel and volunteers, Subcontractors and Subcontractor employees, contract personnel and volunteers, collectively or any one of them.

"**Contractor Personnel Claim**" means any third party claim (i) for salary, wages, benefits, termination or severance costs, or other compensation related to their employment or other engagement by the Contractor, including in respect of the matters described in sections 5.2; and/or (ii) for any fines, penalties and interest for or by reason of, or in any way arising out of, the Contractor's failure to deduct, withhold or contribute any amount in respect of withholdings, source deductions, premiums, contributions, Taxes or payments for which the Contractor is responsible in respect of Contractor Personnel.

"**Contractor Records**" means all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement.

"**Core Services**" means the delivery of developmental and goal-focused services provided for CYSN recipients, including but not limited to delivery of the CYSN services directly to recipients, administration, staffing, reporting, contract management, as more particularly described in **Schedule "B"** *(Services)*.

"**Crown Proceeding Act**" means the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89.

"**Culturally Safe**" is a transformation of relationships where the needs and voice of children, youth and their families take a predominate role. It is a theory and practice that considers power imbalances, institutional discrimination, colonization, and colonial relationships as they apply to social policy and practice. Cultural safety involves actively exploring and challenging complex power relationships including the way that bias, stereotyping, discrimination, and racism impacts how services are delivered and received.

"**Custody**" means to have physical possession and immediate responsibility for the safekeeping, preservation and protection of a record.

"**CYSN Framework**" has the given to it in section 8.5 a) ii. of **Schedule "B"** *(Services)*.

"**Deliverable**" means any item or service that the Contractor is required to deliver to the Province pursuant this Agreement or otherwise in connection with the Services, and includes all associated Documentation and Software code in any form including source code.

"**Developmental Delay**" refers to a significant delay in achieving age-expected "norms" or milestones within the domains of gross and fine motor skills, speech and language, social and personal skills, activities of daily

living, and/or cognition. There are many factors that can contribute to a developmental delay (e.g., biological, environmental), which can sometimes help to identify children with an increased likelihood of disabilities. Children reach developmental milestones at their own pace and any lags may not be permanent for some.

"**Developmental Services**" has the meaning given to it in section 8.1 of **Schedule "B"** *(Services)*.

"**Disability**" refers to an ever-evolving concept that, for the purpose of this Agreement, is used as an umbrella term to recognize any physical and/or cognitive condition that may create limitations for a child or youth to do certain activities and/or interact with those around them. Disability is a complex and varied collection of conditions that is influenced by social and environmental factors. This term is used mindfully, understanding that language used to refer to people with physical and/or cognitive conditions can be stigmatizing and a form of labelling. The intent of CYSN services is not to characterize children and youth with a disability solely in terms of impairment or inabilities, or "something to fix". Rather, the focus is to enable children and youth to function to the best of their ability, whatever that ability may look like.

"**Disability Services**" means services that may be provided when a child or youth has a prolonged Disability that moderately to significantly impacts their activities of daily living, mobility, social engagement, and/or inclusion.

"**Dispute Resolution Process**" means the process described in sections 22.2 to 22.6.

"**Documentation**" means documentation forming part of, or necessary for the proper use of the Services and Deliverables in accordance with this Agreement and includes, as applicable and available, user manuals, business process maps, functional specifications, technical specifications, systems operations manuals, console operations manuals, linking instructions, error logs and reports, scripts, forms, templates, and other manuals and reports, whether in printed or electronic format.

"**Electronic Transactions Act**" means the *Electronic Transactions Act*, S.B.C. 2001, c. 10.

"**FAA**" means the *Financial Administration Act*, R.S.B.C. 1996, c. 138.

"**Family Connection Centre**" or "**FCC**" means a centre established to deliver an array of services to children and youth (from birth up to their 19th birthday) who have a perceived increased likelihood of a developmental delays, or a confirmed developmental need or disability, and their families or caregivers. Each FCC is responsible for delivering the Core Services a within a set geography, has a physical location, delivers in-person and virtual services to CYSN via home visits or outreach teams, where appropriate.

"**Fees**" means the fees payable to the Contractor by the Province for the Services, as set out in **Schedule "E"** *(Fees and Pricing Model)*.

"**Family-centred**" is a set of values, attitudes, and approaches to services for children [and youth] and their families. Family-centred service recognizes that each family is unique; that the family is the constant in the child's [or youth's] life; and that they are the experts on the child's [or youth's] abilities and needs. The family works with Contractors to make informed decisions about the services and supports the child [or youth] and family receive. In family-centred service, the strengths and needs of all family members are considered.

"**Fiscal Year**" has the meaning ascribed to it in the FAA.

"**FOIPPA**" means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165.

"**Functional Abilities**" is the potential or actual capacity of an individual to perform activities or tasks, with consideration for the biological, psychological, environmental, and social aspects of an individual. This can include such things as movement and mobility, communication, daily living skills, play, and work.

"**Goal-Focused Services**" has the meaning given to it in section 8.2 of **Schedule "B"** *(Services)*

"**IM/IT Standards**" means the Province's Information Management/Information Technology Standards, as revised by the Province and advised to the Contractor from time to time, and found here: https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures/im-it-standards.

"**Indigenous**" refers to the First Nations, Inuit, and Métis peoples of Canada. The term Indigenous does not identify the uniqueness and diverse cultures of First Nations, Inuit, and Métis peoples and is often viewed as a "pan-Indigenous" approach. In this Agreement, "Indigenous" is intended to be inclusive of status and non-status First Nations both on- and off-reserve and Inuit peoples. It is recognized that Indigenous peoples have the right to define and identify themselves as they choose.

"**Integrated Case Management System**" or "**ICM**" is the primary mission critical application utilized by the Province's social sector ministries for delivering income assistance and child protection and welfare services throughout the province of British Columbia.

"**Information Management Act**" means the *Information Management Act*, S.B.C. 2015, c. 27.

"**Insolvency Event**" means any of the following: (a) an order is made, a resolution is passed or a petition is filed, for the liquidation or winding up of the Contractor; (b) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency; (c) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) RSC 1985 c. B-3, or similar legislation in other jurisdictions, is made by the Contractor; (d) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada) RSC 1985 c. 36, or similar legislation in other jurisdictions; (e) a receiver or receiver-manager is appointed for any of the Contractor's property; or (f) the Contractor ceases, in the reasonable opinion of the Province, to carry on business as a going concern.

"**Intellectual Property**" means intellectual, industrial and intangible property of whatever nature and kind in any jurisdiction, including software, trade secrets, inventions, innovations, discoveries, developments, formulae, product formulations, processes, compositions of matter, databases, names, trademarks, logos, works of authorship, works subject to copyright, guides, manuals and designs, and including modifications to any of the foregoing, in all cases whether patented or patentable, whether registered or unregistered, and in any medium whatsoever.

"**Intellectual Property Rights**" means any and all rights in respect of, in or to Intellectual Property, whether pursuant to statute, common law or other laws anywhere in the world, including any and all:

(a) copyrights and the benefit of any waivers of moral rights;

(b) database rights;

(c) trademarks, tradenames and service marks;

(d) patents and patent applications;

(e) rights and obligations in respect of trade secrets; and

(f) all applications, registrations, renewals, extensions, continuations, divisions, reissues, and restorations relating to any such rights (where applicable), now or hereafter in force and effect throughout the world (including any rights in any of the foregoing).

"**Interpretation Act**" means the *Interpretation Act*, R.S.B.C. 1996, c. 238.

"**Interventions**" are child and youth-focused services delivered through a team approach that are directed and guided by a goal-based plan for the child or youth. The services are delivered by a range of professionals using a variety of delivery modes, including education, consultation, direct service (episodic, short- or long-term), provision of home programs (jointly designed for child, youth, families, and caregivers, and for families to carry out) and coaching.

"**Local Service Area**" or "**LSA**" means the localized, geographically bounded area in which the Services will be delivered, as more particularly described in Schedule "B" (*Services*); For further information, see the *MCFD Boundaries* map, located here: https://www2.gov.bc.ca/assets/gov/family-and-social-supports/data-monitoring-quality-assurance/service-delivery-area-search/map_office_locations.pdf

"**MCFD**" or the "**Ministry**" means the government of British Columbia's Ministry of Children and Family Development.

"**My Support Plan**" means the tool provided from MCFD to assist CYSN in support and planning.

"**Network of Centres**" or "**NoC**" has the meaning given to it in section 6.1 of **Schedule "B"** *(Services)*.

"**Other Service Provider**" means a third party service provider engaged or to be engaged by the Province to perform all or any part of the Services and/or to provide the Deliverables or any other products or services.

"**Personal Information**" has the meaning given to it in **Schedule "J"** *(Privacy Protection Schedule)*.

"**Policies and Procedures**" means the Province's policies, procedures, guidelines, guides, core values, objectives, processes and standards, including the IM/IT Standards, in effect at any time and from time to time, that are applicable to the Services or Deliverables, and which are referred to in this Agreement or in respect of which the Province has given the Contractor notice in writing, but expressly excluding policies regarding human resource management.

"**Privacy Impact Assessment**" or "**PIA**" means a process used by the Province to evaluate and manage privacy impacts and to ensure compliance with privacy protection rules, policies, legislation and responsibilities.

"**Province Confidential Information**" means, and includes all information contained in or data about, any Personal Information, Province records or Province Materials, and any other information other than information that the Province makes available to the general public accessible, accessed or obtained by the Contractor or a Subcontractor as a result of this Agreement, whether or not in record form or communicated orally or visually, and whether or not designated as confidential (or with a similar designation).

"**Province Data**" means data provided by or on behalf of the Province in connection with this Agreement, or used, stored or generated by or on behalf of the Province or other users through the use of the Services or any Work Product, and all data and other works derived from such data, and includes all Intellectual Property Rights therein.

"**Province Director**" means the individual designated by the Province, with the authority to provide direction to the Contractor, who is the Province's primary contact in connection with the administration of this Agreement.

"**Province Facilities**" means physical office space and other facilities owned, occupied, leased or otherwise under the control of the Province.

"**Province Infrastructure**" means the information technology and information management systems, including the ICM, or parts thereof, which are owned and operated by the Province, or by third parties on behalf of the Province, and which may include shared resources which are used by the Province to support and deliver other services.

"**Province-Licensed Item**" means Third Party Materials owned or supplied by a Third Party Provider, which are included in or comprise a portion of the Province Materials, and which are used by the Province pursuant to a license granted by or on behalf of the Third Party Provider.

"**Province Materials**" means all assets, materials, Province Data, databases, files, content, information (including Province records and Province Confidential Information), software, systems, documents and other property that are provided by or on behalf of the Province to the Contractor or a Subcontractor, but expressly excludes Province-Licensed Items.

"**Province Records**" includes:

(a) client records containing Personal Information created or produced by the Contractor as a result of this Agreement unless otherwise specified in this Agreement; and

(b) all records other than Contractor Records, received from or on behalf of the Province by the Contractor or any Subcontractor in the course of providing the Services or otherwise in connection with this Agreement including materials, files, content, information (including Province Confidential Information), findings, software, data, specifications, drawings, reports, documents and Work Product.

"**Provincial Services**" means services intended to support and enable families to access CYSN services other than those offered by the Contractor pursuant to this Agreement.

"**Quality of Life**" is the extent to which a person feels comfortable and satisfied with the entirety of their life.

"**Relationship Management Process**" means the communications channels and processes described in **Schedule "G"** *(Governance and Stewardship)*.

"**Security Threat and Risk Assessment**" or "**STRA**" means a risk assessment conducted by the Province which aims at identifying potential information security exposures and weaknesses.

"**Service Delivery Principles**" means the service delivery principles set out, as set forth in **Schedule "D"** *(Service Delivery Principles)*, as amended from time to time.

"**Software**" means software applications, software tools, libraries, development and test environments, methodologies and computer programs, including all versions thereof and in any form, and all related documentation, manuals, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, technology and techniques.

"**Specialized Homes and Support Services** or " **SHSS** "is a suite of services within the ministry's broader system of care. It is comprised of four distinct service types: Emergency Care; Low-Barrier Short-Term Stabilization Care; Respite Care; and Specialized Long-Term Care. Each of the Specialized Homes and Support Services contracts has within its care type: service expectations, deliverables, and intended outcomes across the province.

"**Subcontractor**" means any subcontractor retained by the Contractor, or any person retained by any such subcontractor, to provide any of the Services or perform any obligations on behalf of the Contractor pursuant to this Agreement.

"**Support Plan**" has the meaning given to it in section 7.2 of **Schedule "B"** *(Services)*

"**Taxes**" means any and all taxes, fees, levies, or other assessments, including federal, provincial, local, or foreign income, capital, profits, excise, real or personal property, sales (including PST), Withholding Taxes, social security, occupation, use, services, value added (and for greater clarification, including GST and PST), license, net worth, payroll, franchise, severance, stamp, transfer, registration, premium, windfall, environmental, customs, duties, unemployment, disability, or any similar taxes imposed by any taxing authority together with any interest, penalties or additions to tax and additional amounts imposed with respect thereto (including any fee or assessment or other charge in the nature of or in lieu of any tax) in each case, whether imposed by law or otherwise, and any liability in respect of any tax as a result of being a member of any affiliated, consolidated, combined, unitary or similar group.

"**Term**" means the term of this Agreement described in section 1 of **Schedule "B"** (*Services*), as may be extended in accordance with section 1 of **Schedule "A"**; provided that if any Transition-Out Period extends beyond the expiry of the Term or extension, the Term will be deemed to also include the Transition-Out Period.

"**Terminated Services**" means (i) if this Agreement has expired or has been terminated, all Services provided under this Agreement on the effective date of termination or expiry; or (ii) at any other time during the Term, any Services that the Province has notified the Contractor in writing that it no longer wishes the Contractor to provide.

"**Therapy Services**" are services provided by registered occupational therapists (OTs), physical therapists (PTs) and speech language pathologists (SLPs) that examine the abilities of children and youth to support them and their family to achieve their developmental and functional goals.

"**Third Party Materials**" means any assets and technologies (including hardware, Software and other materials) in which neither the Province nor the Contractor owns all rights, title and interest and, for greater certainty, includes open source software.

"**Third Party Provider**" means the third party owner or licensor of any Third Party Materials.

"**Transdisciplinary Models**" of practice aim to provide more family-centred, coordinated, and integrated services to meet the complex needs of children with disabilities and their families. Transdisciplinary service is defined as the sharing of roles across disciplinary boundaries so that communication, interaction, and cooperation are maximized among team members.

"**Trauma-informed**" means integrating an understanding of trauma into all levels of care, system engagement, workforce development, agency policy and interagency work.

"**Work Product**" means all items and materials (including reports, documents, designs, plans, presentations, Software, and all configurations, modifications, enhancements, additions and interfaces to or of Software) which are prepared or created by or on behalf of the Contractor in the performance of the Services to or for

the benefit of the Province pursuant to this Agreement, and includes all Deliverables as well as all associated Documentation and Software code in any form including source code.

"Workers Compensation Act" means the *Workers Compensation Act*, R.S.B.C. 1996, c. 492.

Schedule "B"
SERVICES

1. Term

1.1 The term of this Agreement commences on **December 14, 2022, and ends on December 13, 2025**, unless extended by the Province pursuant to section 1.2 below.

1.2 The Province, at its option, may extend this Agreement for up to two (2) additional one (1) year terms. If the Province wishes to exercise its option to extend this Agreement, it may do so by providing the Contractor with written notice of the Province's intention to extend no later than sixty (60) days prior to the expiry of the then applicable Term.

2. General

2.1 Systems, Software and Applications

a) The Contractor must use Province Infrastructure, including ICM, as directed by the Province and in accordance with Article 13 of the Agreement, to perform the Services and meet the Contractor's obligations under the Agreement.

b) The Contractor must at all times throughout the Term maintain, in accordance with the Policies and Procedures, a fully current, accurate and complete file in ICM for each child and youth while providing services to or for the child and youth and immediately inform the Province when the Contractor's provision of services to or for the individual or child and youth is complete.

c) To assist the Contractor in performing and providing the Services and meeting the Contractor's obligations under the under the Agreement, the Contractor:

1. will use webpages, electronic links and templates in accordance with the Policies and Procedures; and

2. may use any other information technology system or software program or application only:

i. for any functionality that is not provided by the Province Infrastructure and the Province's software programs or applications (including Province Licensed Items).

ii. after demonstrating to the Province's satisfaction that the information technology system, or software program or application meets all requirements described in **Schedule "J"** and **Schedule "K"** and any Policies and Procedures relating to privacy, confidentiality and security.

2.2 Province Initiatives:

a) At the request of the Province, the Contractor must participate in any Province initiative and provide any assistance to the Province with respect to the Province initiative that the Province may request.

b) If the Province requests the Contractor to participate in and provide assistance to the Province with respect to any Province initiative that involves the Contractor's collection of

personal information from any individual or child and youth, the Contractor must first obtain the individual's or child and youth's consent to such collection in writing using a form developed by the Province for that purpose and provided by the Province to the Contractor.

2.3 Accreditation

a) The Contractor must provide to the Province proof of active accreditation in accordance with the Policies and Procedures within the first year of this Agreement of service and proof of maintenance thereafter.

2.4 Marketing, Advertising and Communications

a) The Contractor will, for any marketing, advertising or communication purpose, prepare, produce, publish, post, distribute or use any material, including electronic material and signage, in accordance with Section 23.7 of the Agreement and the Policies and Procedures.

b) Upon request by the Province, the Contractor will create a Family Connections Services website for the LSA. The website must be separate from any other website hosted or used by the Contractor, meet all applicable requirements described in the Policies and Procedures and be linked to the Province's Family Connection Centres website in accordance with the Policies and Procedures.

c) If the Contractor uses social media for purposes of the Family Connections Centre and performing the Services, upon request by the Province, the Contractor will create, for each social media platform the Contractor uses, a Family Connections Services account for the LSA. The account for any social media platform must be separate from any other account the Contractor uses for that social media platform and meet all applicable requirements described in the Policies and Procedures.

3. Annual Plans

3.1 Annual Service Plan

a) The Contractor must prepare and deliver to the Province for the Province's approval, the Contractor's proposed Annual Service Plan:

1. For fiscal 2022-2023, the plan attached at **Appendix B1**.

2. For each subsequent fiscal of the Term by **January 15** of each year beginning in 2023 for the Fiscal Year that starts April 1 of that year.

b) The Contractor must prepare each proposed Annual Service Plan in accordance with the information and instructions contained in the Annual Service Plan template provided by the Province from time to time.

3.2 Annual Service Plan Contents

a) The Annual Service Plan for the Fiscal Year must include a comprehensive description of each of the following elements of the Contractor's plan for performing the Services during the Fiscal Year:

1. Vision and Mission statements
2. Community Connection and Relationships;
3. Reconciliation and Cultural Safety;
4. Staffing Model and Subcontracting Status;
5. Service Model and Alignment Community Needs; and
6. Strategic Goals and Objectives.

3.3 Province Approval of Annual Service Plan

a) Province will notify the Contractor whetner it approves the Annual Service Plan for the upcoming fiscal year.

b) All approved Annual Service Plans will be incorporated at **Appendix B1** to this **Schedule "B"**.

c) If an Annual Service Plan is not approved by the Province, the Province and Contractor will meet and negotiate to reach agreement on the Annual Service Plan, following the procedures set out in Article 4 of the Agreement (Relationship Management).

3.4 Cultural Safety Plan:

a) The Contractor must develop and maintain a cultural safety plan, in the form provided by the Province from time to time, for their organization and their services so all staff members and children, youth, and families that interact with the organization experience cultural safety.

b) The cultural safety plan must incorporate ongoing training for cultural sensitivity, agility, and humility for all staff members, and that training must be as reflective of the communities served by the organization as possible.

c) The Contractor must make every effort to provide sufficient time for staff to debrief their cultural safety training and practice self-reflection so that cultural safety training can be fully integrated into decision making and relationship building processes.

d) The Contractor must make every effort to develop and regularly evaluate their cultural safety plan collaboratively with representatives from the children, youth, families and communities they serve. This plan will form the basis and foundation of a ongoing relationship between the contractor and local First Nations and Indigenous Communities and should be signed off by these partners. The contractor must adapt and change their cultural safety plan and the resulting actions and training to reflect feedback from the children, youth, families and communities they serve.

4. Local Service Area:

4.1 The Contractor must provide the Services in the Local Service Area **Haida Gwaii/Prince Rupert**

5. Service Delivery Channels

5.1 The Contractor must deliver services that are:

a) within the child, youth's and family's preferred environment, whenever possible

b) recognizes Indigenous traditional geographic boundaries

c) as close as feasibly possible to the child or youth's community and family

d) inclusive of the child or youth and family to enable them to support the outcomes of services (e.g., recreation service providers, education)

5.2 The Contractor will provide the Services to the general public and the child and youth through three service delivery channels:

a) Each Family Connection Centre in the Network of Centres, if any, as described in **Appendix B2** to this **Schedule "B"**

b) Outbound:

1. provide mobile 'in-person' services via home visits or outreach teams where appropriate.

2. The Contractor must ensure that these mobile 'in-person' services:

i. Are provided at the consent of the child or youth and their family;

ii. Are safe for employees; and

iii. Any other requirements, as directed by the Province, for the provision of mobile services

c) Virtual environments that are:

1. are safe, structured, and predictable;

2. are developmentally appropriate, Culturally Safe, and accommodating of medical and developmental needs;

3. reflect the needs of the children and youth being cared for and enable their effective care and support;

4. meet Province privacy and security requirements as described in Article 15 and **Schedule "I"** and **Schedule "J"** of the Agreement; and

5. utilize web technology tools that are available through cellular data/mobile enabled, as needed.

6. Accessibility Requirements

6.1 Accessibility

a) The Contractor will ensure that:

1. the general public and child and youths throughout the LSA have access to Services; and

2. in providing the Services to the general public and child and youth, the Contractor at a minimum meets the accessibility standards.

b) The Contractor must establish the means to communicate and provide services to child and youth and the public in person, by telephone and other virtual means of communication, as long as the Contractor first meets the requirements set out in section 5.2c)) of this Schedule for each such other virtual means of communication.

6.2 Service Hours

a) The Contractor must set the daily hours of operation in accordance with the needs of the general public, child and youth and the communities in the LSA and must include during each calendar week of the Term, hours of operation that occur on days that are not Business Days or after 5:00 PM on Business Days.

7. Family Connections Centre and Networks of Centres

7.1 General

a) The Contractor will establish and operate, at a minimum, a Family Connection Centre at each of the locations set out in **Appendix B2** (the "**Network of Centres**" or "**NoC**"):

b) The Contractor may not change the location of any Family Connection Centre or make any other material change to any Family Connection Centre without first obtaining written approval from the Province.

c) The Contractor must make available from each Family Connection Centre, any Service the Contractor provides to the general public and all child and youth.

7.2 Centre Hours of Operation

a) The Contractor must ensure that each Family Connection Centre is open to child and youth and the general public for the hours described in section 6.2.

7.3 Location and Environment

a) The Contractor will ensure that each Family Connection Centre:

1. has interior and exterior signage in accordance with the Policies and Procedures;

2. meets accessibility requirements set out above and in accordance with the Policies and Procedures;

3. has convenience to transportation routes, including public transportation in communities where it is available, and convenient access to adequate public parking, that are at least equal to what is described for each in the Contractor's proposal;

4. contains basic information accessible by the general public about: (1) Family Connection Centre services, including brochures, posters and general marketing materials describing services and supports provided by the Contractor that are sufficient for individuals to understand the objectives of services and to make an informed decision about applying for services;

5. other community resources available in the LSA; and

6. meets any other requirement described in the Policies and Procedures.

7.4 Specific Requirements

a) The contractor must provide a physical environment for the Family Connection Centre locations that:

1. are Culturally Safe;

2. is welcoming to general public and child and youth with different abilities

3. are physically safe, structured, and predictable;

4. are developmentally appropriate and accommodating of medical, physical and developmental needs and aligns with the principles of universal design;

5. reflect the needs of the children and youth being cared for and that enables their effective care and comfort; and

6. are physically accessible to meet the needs of the children, youth, and families that will be accessing services, accommodating to any physical or mobility needs.

b) The Contractor must provide space for clinical mental health professionals to work, but not for providing these services. Clinical mental health professionals providing service to children and youth out of a Family Connection Centre, will work as part of a collaborative team that includes staff at the Family Connection Centre, the local integrated child and youth team, and other teams in the community. Services may be delivered onsite, through outreach, virtual and/or via outbound support.

c) The Contractor will provide dedicated confidential drop in space for community professionals (e.g. public health, mental health, therapists, etc.) to enable bridging of community support as required.

d) The Contractor will provide confidential meeting space appropriate for supporting virtual services as outlined in 5.2c.

8. Service Deliverables

8.1 The Contractor will provide or deliver, or will cause to be provided or delivered, the following with respect to developmental services (collectively, the "**Developmental Services**"):

a) Developmental Services are intended for children, youth, and their families where there is a PERCEIVED likelihood of Developmental Delay or Disability. These services are provided to a child or youth when a family member or professional (example: a physician, community nurse, childcare provider, etc.) has indicated a concern regarding the child or youth's development. These services include the following:

1. Education and Guidance

i. The purpose of this service is to provide a low-barrier connection to a family where child and youth developmental concerns have been raised. Education and guidance provide an important entry point for families to further screening and, if needed, developmental monitoring.

ii. This service will provide evidence-informed information and guidance regarding child development, available services within the centre, and linkages to Ministry Disability Services and Provincial Services, as needed. This is often the 'first touch-point' to the FCC for a family.

iii. Information and guidance will be provided in a variety of formats to best meet the needs of the child, youth, and their family (e.g., provision of web pages, brochures, parent groups, play groups, etc.).

iv. The Contractor will make available upon request to the Province any educational materials intended for intake and guidance, including pamphlets, brochures, and website content.

v. The Province may also provide materials – such as a common website and branding. Where the Province provides content and or branding, this material must be used.

vi. The Contractor will ensure that their materials intended for intake and guidance are reflective of the languages commonly used in the community being served, reflective of the diversity of the communities served and are developed and reviewed with local communities and First Nations

vii. The Contractor will collaborate with the Province in the future development of educational materials.

viii. The Contractor is encouraged to work in partnership with, MCFD, other Contractors and First Nations in other geographic areas to develop any educational materials.

ix. The Contractor will deliver to the Province such reports as are required under **Schedule "H"** of this Agreement, or as requested by the Province from time to time respecting, the volume of children and youth that seek intake and guidance services, in form and content as determined by the Province.

2. Needs Based Screening

i. Developmental screening provides focused and standardized screening for a child or youth who has an increased likelihood of having a developmental delay.

ii. The purpose of this service is to assess a child or youth's developmental strengths and needs, within the context of their family, school and/or community, to determine if further assessment or monitoring is needed and what other information and guidance can be provided to support healthy child or youth development.

iii. The Contractor will make available to the Province upon request for purposes of audit and quality assurance all documented screening assessments, in form and content as determined by the Province.

iv. The Contractor will deliver to the Province such reports as are required under **Schedule "H"** (*Reporting Requirements*) of this Agreement, or as requested by the Province from time to time, respecting the volume and

demographics of children and youth that went through screening services, including the referral pathway (e.g. self-referred, community referral, etc.), outcome of the screening in form and content as determined by the Province.

3. Developmental Monitoring

i. Developmental monitoring is intended for any child or youth and their family where a likelihood of developmental delay has been highlighted through intake and screening.

ii. Developmental monitoring provides ongoing checkpoints regarding the child or youth's development and actively connects the family to continuing education and guidance to support child and youth development.

iii. The purpose of this service is to provide ongoing monitoring for children or youth who may have an increased likelihood of developmental delay or disability, and to facilitate timely referrals and access to service where applicable.

iv. The Contractor will deliver to the Province such reports as are required under **Schedule "H"** (*Reporting Requirements*) of this Agreement, or as requested by the Province from time to time, respecting the volume and demographics of children and youth currently receiving developmental monitoring services for each month, in form and content as determined by the Province.

v. The Contractor will make available to the Province all documented monitoring plans, including the frequency of check-ups and observations, in form and content as determined by the Province.

vi. The Province may, from time to time, conduct a review on a sample of these materials for the purposes of quality assurance.

8.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following with respect to goal- focused services (collectively, the "**Goal-Focused Services**"):

a) Goal-focused Services are intended for children, youth, and their families where there is an identified Developmental Delay or Disability. The purpose of Goal-Focused Services is to provide standardized and clinical assessment(s) of the child or youth's functional ability in the context of their family and circle of support, including their school and/or community to determine any need for further services, conduct support planning, and provide therapies and interventions. Specifically, goal-focused services include the following:

1. Functional Assessment

i. The functional assessment is comprised of standardized assessments to evaluate the child or youth's strengths, barriers, functional abilities, health condition and support needs within the context of their family and circle of support, including their school and/or community, with the purpose of determining the child or youth's need for services.

ii. The assessment will be used to determine potential eligibility for other Ministry Disability Services. (This includes collecting and sharing

information with Province staff to determine eligibility for disability services such as case coordination, respite and in-home supports, low-barrier short term stabilization services, equipment, etc.)

iii. During this assessment, identification of areas where the child or youth may benefit from further evaluation by other health professionals to further understand the nature of need will occur, including for any concurrent mental health concerns.

iv. If not fully contained within the ICM, upon request, the Contractor will make available to the Province all documented functional assessment reports, in form and content as determined by the Province.

v. The Province may, from time to time, conduct a review on a sample of these materials for the purposes of quality assurance.

2. Clinical Assessment:

i. This level of assessment is conducted by registered therapists, behavioural specialists, and, potentially, mental health clinicians, using a variety of assessment approaches and tools.

ii. The purpose of this clinical assessment is to match the type and amount of each service that may benefit the child or youth, for example, physical therapy or speech language therapy.

iii. Assessments conducted by Family Connection Centre clinicians will adhere to evidence-based assessment approaches and will rely on the clinical judgement of professionals within the Family Connection Centre.

iv. The outcome of this assessment will be a series of referral, intervention and/or therapy recommendations to meet the child or youth's assessed developmental needs.

v. The Contractor will make available to the Province all documented clinical assessment reports, in form and content as determined by the Province.

vi. The Province may, from time to time, conduct a review on a sample of these materials for the purposes of quality assurance.

3. Goal Development:

i. Goal development will then take place collaboratively with the child or youth and their family, as applicable and be centered on their needs and desires. The level of a child or youth's involvement in goal development will depend on their age and abilities. The purpose of this service will be to:

a. provide information to the child or youth and their family regarding the outcomes of clinical and functional assessments with the intention of assisting them to understand their strengths and to support the reduction of identified barriers, as identified in sub-sections a. and b. above;

b. collect necessary information about the needs and goals of the child or youth, and their family, this could include any past or present assessment, etc; and

c. identify key priorities and meaningful goals in collaboration with the child or youth, and their family that can support them to reach the outcomes listed in Schedule "H" (*Reporting Requirements*) of this Agreement.

4. Support Planning:

i. A support plan, as further described herein ("**Support Plan**") will be required for all families accessing Goal-Focused Services.

ii. Support Plans will be developed collaboratively with children, youth and families using a person-centered approach.

iii. Support Plans will be embedded and populated within the case management and information platform, with the ability to print a copy for families.

iv. Support Plans will include:

a. the child's gifts and strengths; likes and dislikes;

b. the child's cultural community and important considerations regarding the child's family and culture;

c. Identified goals written in the voice of the child and family;

d. Identification of how these goals align with the desired outcomes associated with the goal;

e. Strategies to achieve these goals and the supports/services supporting them;

f. The timeframe within which the Support Plan will be reviewed;

g. A scale indicating the level of goal attainment when reviewing the Support Plan;

h. Describe the review cycle for the Support Plan; and

i. Supporting transition to adult services.

v. The Contractor will, to the best of its ability, ensure that Support Plans are developed through person centred, trauma informed, and Culturally Safe processes are available to the family through the family portal and or are delivered to the child or youth and their family directly following the goal development session and no more than thirty (30) days after their goal development session.

vi. The Contractor will deliver to the Province such reports as are required under Schedule "H" of this Agreement, or as requested by the Province

from time to time, respecting the volume and demographics of children and youth currently receiving developmental monitoring services for each month, in form and content as determined by the Province.

vii. The Contractor will document all Support Plans according to the template provided by the Province from time to time.

viii. The Contractor will make available to the Province all documented Support Plans, in form and content as determined by the Province.

ix. The Province may, from time to time, conduct a review on a sample of these materials for the purposes of quality assurance.

x. The Contractor will provide to all families served the opportunity to complete a survey, with the intention of collecting feedback on their experience participating in the Support Plan development process. The Contractor will deliver all surveys, and make all completed surveys available to the Province, in a form and format determined by the Province from time to time.

5. Intervention and Therapy:

i. Interventions and Therapy Services are for children and youth from birth up to their 19th birthday and their family, who have identified functional needs that would benefit from intervention and/or therapy, as indicated in the child or youth's Support Plan.

ii. The purpose of this service is to promote the child or youth's development and to empower their family and circle of support to help them achieve their identified goals. This includes providing applicable education and skill-building opportunities to the child or youth, their family and circle of support through early childhood, school-age interventions, and family/peer coaching. It is a service expectation of the family service centre that professionals providing intervention and therapy services actively engage school-based teams (with consent from the child or youth and their family) to ensure consistent approaches to supporting a child or youth's Individualized Education Plan.

iii. Mental health supports, intervention and therapy services are time-limited, goal focused and may include:

a. Family supports assist families experiencing vulnerabilities to access the culturally safe help and services they need when they need it. Family support workers help identify and remove barriers to accessing and receiving services. For example, if a family is having difficulty getting to family service centre appointments, a family support worker could help them access local transportation or access their community connections for support.

b. Behaviour supports will be offered as a continuum of service within the family service centre. The services may include informational/educational group programs, parent coaching and more intensive individual intervention work. The services a family accesses will be determined by the identified functional needs of

the child and the goals of the family. For children with a higher functional need, a Behaviour Support Team may work with a family to develop goals related to the behaviour needs of the child. The focus is on the provision of child or youth-specific supports to improve their quality of life. Supports are provided by the FCC Behaviour Support Team in collaboration with other professionals. The Behaviour Support Team consists of Behaviour Consultants/Analysts, Behaviour Interventionists and Child and Youth Care Workers.

c. Educational services are group and individual services aimed at helping children, youth, and their families to meet their needs within the context of their community. Examples include Infant Development services, education sessions for families, Key Worker services, peer to peer supports, and life skills groups.

d. Therapies include regulated therapies to meet a child or youth's developmental and functional goals through group or individual sessions. Therapies are intended to be culturally relevant and safe including occupational therapy, physiotherapy, and speech and language therapy.

e. Clinical mental health services may be available for eligible children and youth at the FCC. Services will be delivered either onsite, through outreach, and/or via virtual support. The FCC is responsible for providing space for clinical mental health professionals to work, but not for providing these services. Clinical mental health professionals providing service to children and youth out of the FCC, will work as part of a collaborative team that includes staff at the family service centre, the local integrated child and youth team, and other teams in the community. Services may be delivered onsite, through outreach, and/or via virtual support.

iv. Intervention and Therapy Services that may be provided in support of a child or youth's Support Plan include:

a. Regulated, evidence informed and indigenous wise practice therapies to meet a child or youth's functional need (occupational therapy, physical therapy, and speech language therapy)

b. Behavioral supports for the child or youth who has a functional behavioral need, including support for their family/caregivers to best help the child or youth (behavioral intervention, behavioral consultant)

c. Clinical mental health supports for children and youth with support needs and any other child and youth development supports that are applicable and within the scope of FCC's Services

v. Interventions and Therapies may be delivered in any of the following ways in support of a child or youth's Support Plan:

a. Individual sessions

b. Group sessions

c. Facilitated and unfacilitated peer to peer sessions

d. Family skill building opportunities

e. Parent/guardian coaching

f. Provision of expert advice and coaching to staff in schools and community programs where the child is participating to maximize inclusion

vi. These services may be provided through any of the following channels in order to best support the child or youth, and their family:

a. Virtual settings

b. In-person settings

c. Other reasonable avenues as needed to ensure services are delivered where families are (e.g. in-home, in-community, in-school, etc.)

vii. The Contractor will deliver Intervention and Therapy Services to each child or youth and their family according to the Support Plan developed.

viii. The Contractor will make available to the Province all documentation regarding a child or youth's progress against their Support Plan, including the assessed achievement of goals.

ix. After 12 months of Intervention and Therapy services for a new child and youth, the Contractor will provide the respective families the opportunity to complete a survey, with the intention of collecting feedback on their experience receiving Therapy Services, and the assessed progress of their youth or child.

x. Upon every 12 month / year anniversary of receiving Intervention and Therapy services from the Family Connection Centre, the Contractor will again provide the respective family the opportunity to complete another survey.

xi. The form and content of all surveys will be provided by the Province from time to time.

xii. The Contractor will make all completed surveys available to the Province in a form and format determined by the Province from time to time..

8.3 The Contractor will provide or deliver, or will cause to be provided or delivered, the following inclusive child care services:

a) Inclusive child care means that all children, including children with support needs, have equitable access to quality child care, and participate fully in a play-based program alongside their peers. The Family Connection Centres provides a range of supports and

services to child care providers, children, and families to enable children with support needs to access and fully participate in inclusive child care.

b) The Family Connection Centres will provide consultative service in a Culturally Safe, Trauma-informed, relational, person and family-centered approach to individual children for child care providers and families, to support the full inclusion of the child in a child care setting.

i. Deliver child-specific services including:

a. Meet with families and their children to assess the needs of the child or youth in a child care setting.

b. Work with the child care provider and family to develop and monitor strategies for the child so they can fully participate in inclusive child care.

c. Determine if enhanced staffing support is required to enable the child's participation in child care and determine number of hours needed.

d. Work the child care provider, family, and school district to support transition to kindergarten.

ii. Deliver child care program-specific capacity building services, including:

a. Deliver practical professional learning opportunities to child care programs in the region regarding foundational skills and knowledge for providing inclusive child care.

c) Enhanced staffing supports, including hiring inclusive child care worker positions to provide enhanced staffing supports in the child care setting, refers to; either enhancing the staff ratio, providing direct shared support, or direct individual support to children with support needs.

d) These supports may be provided through a inclusive child care support worker who is funded by the Family Connection Centre and hired by the child care provider, or directly deployed by the Family Connection Centre.

e) Inclusive child care workers are expected to:

i. Participate in training provided by the inclusive child care consultant(s).

ii. Support full inclusion of one or more children in a child care program, implementing strategies identified by the inclusive child care consultant(s)/defined in the child's care/support plan

iii. Adhere to child care centre policies and regulations.

8.4 The Contractor will provide or deliver, or will cause to be provided or delivered, the following with respect to school age Therapy Services:

a) The delivery of these services should be done in collaboration with applicable school districts, independent school authorities and health authorities with the mix of services determined by local demand.

b) The Contractor should establish functional working relationships with the local school districts and health authorities to ensure coordination and service effectiveness is maintained.

c) The Family Connection Centre will remain the primary case manager of the overall service offering to the child and their family (except where the child and family are engaged with Disability Services) regardless of where and by whom the school age Therapies are provided.

8.5 Operational Deliverables

a) Without limiting and in addition to any other requirements in the Agreement or Schedules [including **Schedule "F"** (*Personnel Minimum Requirements*"] related to Contractor Personnel, the Contractor will deliver services by employing and or subcontracting as needed to meet the appropriate professional and staff complement:

1. The Contractor must recruit and retain the appropriate staff, all of whom must reside within B.C. unless otherwise approved in writing by the Province in each instance, to provide required Services to children, youth, and their families; manage the operations to ensure services are delivered efficiently and effectively; and meet the Province's reporting requirements in a timely manner.

2. The Contractor will provide Services to meet their populations' needs in all the areas across all the professions outlined in the Province's CYSN Service Framework, as provided by the Province, and amended from time to time (the **"CYSN Framework"**).

3. The Contractor will ensure their staff have the necessary qualifications and are in good standing with applicable regulatory bodies (i.e. for physical therapists, speech pathologists, occupational therapists).

4. The Contractor will ensure that their services are designed to meet the needs of children living in different environment such as children and youth residing in the family home, or home like setting, as well as children and youth residing in Ministry Specialized Homes and Support Services (SHSS).

5. The Contractor will make certain all staff working for the FCC pass a vulnerable populations criminal record check as a condition of employment.

6. For positions that are not managed by a regulatory body, the Contractor will endeavor to meet the expected qualifications for professions as outlined CYSN Framework , but may use their discretion to determine required qualifications, experience, etc. that is appropriate for the position and the community (i.e. in-line with the labour market of their region).

7. The Contractor should support prospective board certified behaviour analysts to achieve the required clinical hours of practice needed to become board certified. This could include hiring behaviour analysts/ behaviour consultants/junior consultants/senior interventionists who have not yet been board certified with the intention of supporting their certification through provision of clinical oversight (see list of required qualifications in the CYSN Framework).

b) The Contractor will deliver services utilizing Province endorsed and other tools as described below:

1. The Contractor will use the tools listed below as standardized prescribed tools for service planning, needs assessment and monitoring/reporting.

2. This list of tools may at the discretion of the Province be altered and the contractor required to use a different suite of Province required tools.

3. Tools for all services

    i. About My Child – intake tool used for consistency screening and identification of family concerns.

4. Tools for, Disability services and Provincial Services

    i. Vineland and/ or PEDI-CAT – based on the presenting needs of the child or youth, these tools are to be completed by the FCC and are used to inform service planning and determine eligibility for Disability Services and Provincial services

    ii. Gross Motor Function Classifications System tool will be used to determine eligibility to access mobility and adaptive equipment through Provincial Services

5. Tools that will be provided for Contractor use during the term of the Agreement: these tools will not be made available for initial service delivery, but once and or if made available will be mandatory in their utilization

    i. Family Empowerment Scale – tool to measure the level of empowerment the child or youth and their family feels

    ii. Family Quality of Life Scale - tool to measure the quality of life the child or youth and their family experience

    iii. Participation and Environment Measure for Children and Youth (PEM-CY) – tool to measure optimization of social inclusion

    iv. KIDSCREEN – tool to measure the quality of life of the child or youth

6. The Province reserves the right to alter and or add to this list of prescribed tools. The Contractor will be notified 60 days in advance of changes to the list of prescribed tools.

7. Use of the My Support Plan as a tool to guide service delivery and provide a mechanism for monitoring child, youth, and family outcomes (the Support Plan will be a template – embedded in the case management and information platform)

8. The Contractor will adhere to the ministry provided guidelines on the applications and reporting frequency (e.g. when and how the tools are to be used)

9. The Contractor may use additional tools to support practice based on their professional discretion that are Province endorsed or in alignment with clinical professional practice within registered profession.

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

1. the services as described in this document, with the aim for cases per therapist to align with a shift away from the concept of 1:1 intervention as the only option:

    i. Maintain caseload numbers as per relevant professional practice guidelines.

    ii. behaviour interventionists (BI) and therapy assistants work under the direct supervision of a behavioural specialist (i.e., board certified behaviour analyst [BCBA] or behaviour consultant).

    iii. Use of the Transdisciplinary Model and group programs where possible will allow for a higher number of children on caseloads while meeting the needs of the family with an amount of service that supports ongoing developmental needs.

d) child and youth Intake:

1. Upon consent with the child and youth, the Contractor must use the About My Child tool to ensure a standardized intake process for the general public and child and youth.

e) Referral Services

1. Accepting Referrals

    i. Referrals are not required to access services at the Family Connection Centre.

    ii. If a referral is received, the Family Connection Centre should connect confirm consent with the child/youth and family at the time services are initiated.

f) Making Connections

1. The Family Connection Centre will refer children, youth and their families to Ministry Disability Services, Provincial Services and other community services where appropriate; and maintain linkages and engage in collaborative processes with the Ministry Disability Services, Provincial Services or other community services as needed.

2. The Contractor is expected to refer child and youth as may be appropriate to other community supports or organizations.

g) Services to children residing in MCFD Specialized Homes and Support Services (SHSS):

1. The Family Connection Centre will provide assessments and goals focused services to children and youth with support needs residing in MCFD Specialized Homes and Support Services (SHSS)

2. The Family Connection Centre will provide clinical consultation to SHSS staff to support their care for children and youth with support needs residing in SHSSs.

3. As directed by the Province, the Family Connection Centre will prioritize support for children and youth requiring stabilization at a SHSS

h) The day-to-day accountabilities of the Family Connection Centre and its (NoC) include:

1. Delivering Culturally Safe, Trauma-informed services as outlined in the CYSN Framework, and in alignment with the identified practice principles as outlined in the Province's Aboriginal Practice and Policy Framework and Trauma Informed Practice Guidelines, as provided by the Province and updated from time to time.

2. Maintaining and closing case files.

3. Adhering to the Province's Policies and Procedures respecting wait list management guidelines.

4. Adhering to the Province's Policies and Procedures respecting support planning guidelines.

5. Establishing a dispute resolution process for both general complaints received from children and youth and their families, and eligibility issues.

Appendix B1
ANNUAL SERVICE PLAN

Please see attached Appendix B1 – Annual Service Plan

Appendix B2
NETWORK OF CENTRES

Please see attached Appendix B2 – Network of Centres

Schedule "C"
TRANSITION-IN SERVICES

1. Overview

1.1 The purpose of this Schedule is to describe the Transition-In Services and Deliverables that the Contractor will provide to prepare for and assume the delivery of the Core Services.

2. Transition-In Services

2.1 Commencing on the Effective Date, the Contractor will provide the following Transition-In Services:

(a) the complete and timely performance of all matters required to be performed by the Contractor as set out in the transition-in plan attached at Appendix C1 (the "**Transition-In Plan**"); and

(b) such additional services as are necessary to complete the Transition-In services and begin providing the Core Services.

2.2 The Contractor will perform the Transition-In Services to complete the Deliverables and other milestones described out in the Transition-In Plan by the corresponding date set out in the Transition-In Plan.

2.3 At two-week intervals from the Effective Date, the Contractor will provide both a written status update and a meeting status update, each in the form required by the Province, against the Transition-In Plan and budget for the Transition-In Services to update the Province on progress towards opening the Family Connection Centre, progress on the staffing recruitment process and identify any risks to their ability to meet the expected opening date.

3. Case Load Transition-In Deliverables

3.1 From February 1, 2023 to March 31, 2023, the Contractor will commence transitioning children, youth and families into the FCC. The Contractor will not have interactions with families, youth or children prior to February 1, 2023.

3.2 The Province will provide a prioritization approach to guide the transition of caseload from both the Province and other community service providers to the Contractor. Functional needs assessments will be required for many transitioning cases and will be required to be administered in a prioritized manner as directed by the Province.

3.3 The Contractor will develop a plan to transition children and youth who are accessing non-Province CYSN Caseload services, including from the Infant Development Program, Early Intervention Therapies, and FASD Key Workers programs, into the Core Services.

3.4 The Contractor will follow the following for children and youth caseload transition:

(a) work with the Province's appointed contact and existing service providers to plan for the transition of services to the FCC and the children/youth currently receiving those services;

(b) prioritize children/youth transitioning from the current CYSN caseload for intake in alignment with transition guidelines provided by the Province and within identified timelines;

(c) exercise professional judgement where it appears that a child/youth or family has a pressing need to connect with the FCC and complete intake;

(d) engage with families to determine the most appropriate mode of engagement through the intake process and will have options for in-person, in-office, in-home/community or virtual contact available;

(e) conduct functional needs assessment with children/youth and their families needing to confirm eligibility for Disability Services within timeframes identified by the Province.

(f) prioritize children/youth transitioning from the current CYSN caseload for services in accordance with service request and prioritization guidelines provided by the Province;

(g) verify via the IMIT system if families are eligible to receive services at the Family Connection Centre prior to provision of service (i.e. have confirmed their decision to end individualized funding and transition services to the Family Connection Centre; and

(h) provide orientations on the Family Connection Centre and its services available to children/youth and their families considering transitioning out of individualized funding and into services at the Family Connections Centre.

4. Completion of Transition-In Services

4.1 The Contractor will:

(a) complete all Transition-In Services, including all Deliverables and milestones set out in the Transition-In Plan;

(b) make the FCC fully operational and open to the public; and

(c) provide all Core Services,

by April 1, 2023 (the "**Assumption of Service Date**") unless written approval is provided by the Province in advance. For clarity, eligibility criteria vary across the Core Service categories and the specific type of services offered are made available depending on the assessed needs of the child/youth and their families and therefore may not all be provided by the Contractor on the Assumption of Service Date.

5. Transition-In Services Payments

5.1 In consideration for the performance of the Transition-In Services, the Province will pay the Transition-In Fees to the Contractor in accordance with section 5 of **Schedule "E"**.

Appendix C1
Transition-In Plan

Please see attached Appendix C1 – Transition-In Plan

Schedule "D"
SERVICE DELIVERY PRINCIPLES

1. The Contractor must ensure that a child and youth, whether their needs are simple or complex, short or long-term will receive timely, appropriate and effective assistance that respects and promotes their independence and self-determination, health and safety, within the limits of available resources.

2. Where appropriate the Contractor must develop care plans appropriate to the circumstances of the child and youth, that involve the child and youth, whether an individual or family and other persons involved in the child and youth's care.

3. The Contractor must ensure the child and youth's views are heard and considered in decisions affecting them, and must ensure that no retribution occurs as a result of advocacy on behalf of a child and youth.

4. The Contractor must ensure cultural competency principles and practices are incorporated in the delivery of Services to the children, youth and families, and Indigenous cultural competencies are applied when providing services to Indigenous children, youth and families. The Contractor must work within the framework provided by the *Human Rights Code* (British Columbia) and the *Multiculturalism Act* (British Columbia) in the delivery of Services.

5. The Contractor must consider the impact of residential schools on Indigenous children, families and communities in the planning and delivery of services to Indigenous children and families.

6. The Contractor must ensure that child and youth have independence from the Contractor's religious beliefs and affiliations.

7. The Contractor must:

   (a) at the outset of service delivery, inform child and youth about the Contractor's complaints process, and

   (b) work toward local resolution of any dispute or service dissatisfaction when it arises.

8. When providing Services to children, the Contractor must not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence.

9. When providing Services to children in care, as defined in the *Child, Family and Community Service Act* (British Columbia), the Contractor must provide them in accordance with the rights of children in care, found at section 70 in the *Child, Family and Community Service Act* (British Columbia).

10. When providing Services to Indigenous children, youth and their families the Contractor will support the preservation of Indigenous cultural identity and heritage and all reasonable efforts must be made to involve Indigenous people and Indigenous communities served in the design and delivery of Services to ensure services are culturally appropriate and responsive.

11. The Parties support the spirit and intent of the Province's *Indigenous Procurement and Contract Management Guidelines*.

Schedule "E"
FEES AND PRICING MODEL

1. **Definitions**

Unless the context otherwise requires, the following definitions apply:

Actual Monthly Costs means the Contractor's actual monthly costs directly incurred in the performance of the Services. These include costs associated with employee wages and benefits, Subcontractor costs, program costs, facility costs and Administration Fees, all as further described in the Payment Tool Guide.

Administration Fees means a percentage, not to exceed 10%, of the following costs (each as more particularly described in the Payment Tool and Payment Tool Guide) incurred by the Contractor in order to cover the costs to control and direct its business as it relates to the Services but that are not directly identified with operations or programs:

(a) employee wages and benefits and Subcontractor costs;

(b) program costs; and

(c) facility costs.

Adjusted Monthly Pre-Payment means the Forecasted Monthly Costs less the Holdback.

Family Connection Centre Funding means the funding to cover the delivery of the Core Services described in **Schedule "B"**, except the Core Services described in section 8.3 of **Schedule "B"**.

Forecasted Monthly Costs means the forecasted monthly costs, at full capacity (e.g. full staffing), that the Contractor anticipates that it will directly incur in the performance of the Services. These include costs associated with employee wages and benefits, Subcontractor costs, program costs, facility costs and Administration Fees, all as further described in the Payment Tool Guide.

Holdback means the percentage of the Contractor's Forecasted Monthly Costs that are withheld from payment by the Province until the time of the monthly true-up/reconciliation.

Inclusive Child Care Supports Funding means the funding for the Inclusive Child Care Supports program, being those Core Services described in section 8.3 of **Schedule "B"**.

Payment Tool means the Province-prescribed Excel workbook, as updated by the Province from time to time, that the Contractor will use to submit its Forecasted Monthly Costs and report its Actual Monthly Costs to the Province.

Payment Tool Guide means the guide provided by the Province, as amended by the Province from time to time, that the Contractor may use to assist in completing the Payment Tool. The Province will use the Payment Tool Guide to review and inform decisions related to the Contractor's Forecasted Monthly Costs and Actual Monthly Costs.

Service Fee means an amount equal to 2% of the Annual Maximum, payable on a quarterly basis (i.e. 0.5% of the Annual Maximum in each quarter) if the Contractor achieves the Service Fee-related Outcomes in the applicable quarter.

Service Fee Payment means the payment of the Services Fee by the Province for the Contractor's achievement of the Service-Fee related Outcomes.

Service Fee-related Outcomes means the reporting-related outcomes set out in **Schedule "H"** (*Reporting Requirements*) in respect of which, if the Contractor delivers such reporting on time and the Province determines such reports to be complete and to meet the Province's quality expectations, the Province will pay the Contractor the Service Fee Payment.

Transition-In Fees means the fees payable to the Contractor for the performance of the Transition-In Services, including, if relevant, the costs associated with caseload transitions.

Transition-Out Fees means the fees payable to the Contractor for the performance of the Transition-Out Services.

2. Maximum Budget for the Services

2.1 Notwithstanding any other provision of this Schedule, the maximum amount that the Province is obligated to pay the Contractor under this Agreement for Fees and expenses (exclusive of applicable taxes):

2.1.1 during any year of the Term (including, for clarity, during any Extension) is **$5,060,364** (the "**Annual Maximum**"); and

2.1.2 during the Term, including all Extensions, is **$25,301,820** (the "**Contract Maximum**").

2.2 Of the Annual Maximum, the Contractor must allocate an annual minimum of **$1,470,980** to the performance of the inclusive child care services, which are set out in section 8.3 of **Schedule "B"**.

2.3 For clarity:

2.3.1 the Service Fee is included as part of, and is not in addition to, the Annual Maximum; and

2.3.2 the Annual Maximum (and, correspondingly, the Contract Maximum) includes all amounts that the Province will pay to the Contractor in respect of all Services, including the Transition-In Services, Core Services and Transition-Out Services.

2.4 Notwithstanding any other provision of this Schedule, the Province will only pay a maximum of 10% of the Annual Maximum in Administration Fees. These percentages can be updated during the Term based on agreement between the Province and the Contractor, provided that any such adjustments will not cause payments to exceed the Annual Maximum.

2.5 The Province may make funding adjustments (i.e. increase the budget available to the Contractor) to enable implementation of Government initiatives outside the existing scope of the Services or to accommodate higher volumes of the existing Services. These adjustments will be made through a Change Request.

3. Funding Model for the Core Services

3.1 The funding model for the Core Services, which includes, for clarity, the Family Connection Centre Funding and the Inclusive Child Care Supports Funding, is a cost pass through plus Service Fee model. Under this model, the Contractor and the Province will agree on in-scope costs on an annual basis using the Payment Tool, and such amounts will be paid to the Contractor on a monthly basis..

An additional Service Fee will be paid to the Contractor if it meets the Service Fee-related Outcomes. For clarity, the total annual payments to the Contractor, which include all Actual Monthly Costs and the Service Fee and, where applicable, Transition-In Fees and Transition-Out Fees, are capped at the Annual Maximum.

4. Payment Methodology for the Core Services

4.1 The Province will pay the Contractor the costs and other amounts contemplated pursuant to this Schedule, only if the Contractor complies with the Agreement and performs the Core Services to the Province's satisfaction. Building on a cost pass through plus Service Fee funding model, the Province will use a pre-payment plus true-up/reconciliation plus Service Fee payment methodology for payments associated with the Core Services, described in further detail below:

4.2 On an annual basis, the Contractor will provide the Province with a forecast of its annual costs, at full capacity (e.g. full staffing), that the Contractor anticipates that it will directly incur in the performance of the Services (the "**Annual Cost Forecast**") as follows:

4.2.1 for the first year of the Term, the Annual Cost Forecast will be the amount set out in Exhibit E1; and

4.2.2 for each subsequent year of the Term, the Contractor will submit its Annual Cost Forecast, via the Payment Tool, to the Province for approval by January 15th of the applicable year. Upon the Province's approval, that Annual Cost Forecast will come into effect on April 1st of the applicable year.

4.3 Contractor's Forecasted Monthly Costs

4.3.1 The Contractor will use the Payment Tool to forecast its annual costs to perform the Core Services, 1/12 of which is deemed to be the Contractor's Forecasted Monthly Costs. The Forecasted Monthly Costs for the first year of the Term is:

For example, if the Contractor forecasts an annual budget of $1,2000,000, the Contractor's Forecasted Monthly Costs are $100,000 (i.e., $1,200,000/12).

4.4 Province prepays the Contractor an Adjusted Monthly Pre-Payment

4.4.1 The Province will prepay to the Contractor the Adjusted Monthly Pre-Payment on the 15th of each month. The Adjusted Monthly Pre-Payment will be an amount equal to the Forecasted Monthly Costs less a Holdback percentage ranging from 5% to 20% of the Forecasted Monthly Costs, as determined by the Province in its sole discretion. The Holdback percentage may be adjusted during the Term through a Change Request, provided that any adjustments will not cause payments to the Contractor to exceed the Annual Maximum.

For example, if the Contractor's Forecasted Monthly Costs are $100,000 and the Province determines that it will apply a Holdback percentage of 20% of the Forecasted Monthly Costs,, the Adjusted Monthly Pre-Payment will be $80,000 (i.e $100,000 x 80%).

4.5 Contractor reports Actual Monthly Costs

4.5.1 The Contractor will use the Payment Tool to report the previous month's Actual Monthly Costs to the Province by the 15th of the month immediately following the month in which such costs were incurred.

4.6 Monthly True-up/reconciliation calculation and payment

4.6.1 Using the Contractor's monthly reporting of the Forecasted Monthly Costs and Actual Monthly Costs, the Province will determine the Contractor's net cost position. The Province will pay the Contractor the difference between the Adjusted Monthly Pre-Payment and the Actual Monthly Costs where this difference is negative (i.e. the adjusted payment less the actual costs produces a negative number).

For example, if the Contractor's Adjusted Monthly Pre-Payment in a given month is $80,000 and the Contractor's Actual Monthly Costs are $90,000 in that month, the Contractor's actual costs of $90,000 are greater than the prepayment amount of $80,000, producing a negative difference ($80,000 - $90,000 = - $10,000). The Contractor will be paid the difference ($10,000) from the Province following receipt of an invoice.

Where the difference between the adjusted payment and the actual costs is positive (i.e. the adjusted payment less the actual costs produces a positive number), the amount may become a debt due to the Province that the Contractor must repay to the Province on demand and which the Province may set off against costs that the Province subsequently becomes obligated to pay the Contractor.

For example, if the Contractor's Adjusted Monthly Pre-Payment in a given month is $80,000 and the Contractor's Actual Monthly Costs are $70,000 in that month, the Contractor's actual costs of $70,000 are less than the prepayment amount of $80,000/month, producing a positive difference ($80,000 - $70,000 = $10,000). The Province will be entitled to receive difference of ($10,000) from the Contractor, which will be payable as a debt to the Province and, at the Province's option, may be deducted from the Contractor's next Adjusted Monthly Pre-Payment or any other amounts due and owing to the Contractor.

4.7 Province calculates Service Fee

4.7.1 Subject to the Contractor's achievement of the Service Fee-related Outcomes, the Province will pay to the Contractor the Service Fee on a quarterly basis.

For example, if the Annual Maximum is $1,200,000, and the Contractor achieves the Service Fee-related Outcomes in a given quarter, the Province will pay to the Contractor a Service Fee of $6,000 (i.e. $1,200,000 x 0.5%).

4.7.2 The Service Fee is currently set at 2% but may be adjusted upon mutual agreement between the Contractor and the Province through a Change Request.

4.7.3 For clarity, the Province will pay the Service Fee to the Contractor only if the Contractor achieves the Service Fee-related Outcomes in the prior quarter. Specifically, the Province will pay the Contractor the Service Fee if the Contractor produces reporting that is delivered on time, includes the required information, and meets the Province's quality expectations, where quality expectations include ensuring that the information reported is reasonable (e.g. a

Contractor's reported service hours align with the number of children, youth and families served), provides reports for the correct reporting period, ensures the information provided includes sufficient detail, and uses the correct format/template (as relevant). The Province will make the determination related to the Service Fee payment during the quarterly stewardship meetings with the Contractor.

5. Payment Methodology for Transition-In Services

5.1 The payment methodology for the Transition-In Fees is as set out in the Contractor's Transition-In Plan and relevant Payment Tool worksheet ("**Transition-In Forecasting**" worksheet), a copy of which is attached at Exhibit E2.

5.2 The Transition-In Fees payable by the Province to the Contractor are limited to the actual costs incurred by the Contractor in the performance of the Transition-In Services up to the amount set out in the Transition-In Forecasting worksheet. The Province will not be obligated to pay or reimburse the Contractor for any costs or expenses that the Contractor incurs in performing the Transition-In Services in excess of the amount set out in the Transition-In Forecasting worksheet.

6. Payment Methodology for Transition-Out Services

6.1 The payment methodology for the Transition-Out Fees will be set out in the agreed Transition-Out Plan and relevant Payment Tool worksheet ("**Transition-Out Forecasting**" worksheet), provided that any Fees and expenses payable in respect of Transition-Out Services will not cause payments to the Contractor to exceed the Annual Maximum.

7. Payment Tool Reporting

7.1 **Payment Tool Reporting for Core Services:** In order to obtain payment of any fees and expenses in relation to the Core Services under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), an invoice for the Transition-In Fees and a copy of the Family Connection Centre reporting worksheet ("**FCC Reporting**") and the Inclusive Child Care Supports reporting worksheet ("**ICCS Reporting**") found in the Payment Tool.

7.2 **Payment Tool Reporting for Transition-In Fee payments:** In order to obtain payment of any Transition-In Fees under this Agreement, the Contractor must deliver to the Province an invoice for the Transition-In Fees and a copy of the Transition-In Reporting worksheet found in the Payment Tool. The Contractor will report fees and expenses for each specific milestone as per the Transition-In Plan prepared by the Contractor and approved by the Province.

7.3 **Payment Tool for Reporting Transition-Out Services payments:** In order to obtain payment of any Transition-Out Fees under this Agreement, the Contractor must deliver to the Province an invoice for the Transition-Out Fees and a copy of the Transition-Out Reporting worksheet found in the Payment Tool.

8. Payments Due

8.1 **Core Services payments due:** Within 30 days of the Province's receipt of the Contractor's invoice for fees and expenses related to the Core Services delivered in accordance with this Schedule, the Province will pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the Payment Tool's FCC and ICCS reporting worksheets if they are in accordance with this Schedule. The Contractor can submit a single (one) combined invoice per billing period for fees and expenses related

to the Core Services. The Inclusive Child Care Supports program can be added as a service line in the invoice.

8.2 **Transition-In Fee payments due**: Within 30 days of the Province's receipt of the Contractor's invoice for Transition-In Fees, the Province will pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the Payment Tool Transition-In Reporting worksheet if they are in accordance with this Schedule.

8.3 **Transition-Out Services payments due**: Within 30 days of the Province's receipt of the Contractor's invoice for Transition Out Fees, the Province will pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the Payment Tool Transition-Out Reporting worksheet if they are in accordance with this Schedule.

8.4 **Required invoice detail**: All invoices submitted by the Contractor must contain sufficient detail to be identified with this Agreement and should reflect the information provided in the relevant Payment Tool reporting worksheets. These worksheets should be submitted together with the relevant invoice and will include information required under this **Schedule "E"**. The Contractor is encouraged to use numbered invoices. The invoice should, as a minimum, contain:

- the name of the Ministry
- the name and address of the Contractor and Business Number (if registered)
- the date of the invoice
- the time frame for which the services were provided
- a description of the service provided
- the sales tax(es) charged (if registered)
- the total amount charged; and
- reference to the contract or agreement

Exhibit E1

Operations Funding Payments

Please see attached Monthly Payment Schedule

Exhibit E2
Transition Funding Payments

Please see attached Transition Funding Payment Schedule

Schedule "F"
PERSONNEL MINIMUM REQUIREMENTS

This Schedule sets out, in addition to any requirements set forth in the Agreement itself, minimum requirements for Contractor Personnel to perform the Services.

1. In accordance with the *Criminal Records Review Act*, the Contractor must ensure that the all Contractor Personnel undergo a criminal record check or a criminal record check verification when required in circumstances where that Contractor Personnel 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 all Contractor Personnel who have, or potentially have, unsupervised access to children or the records of children and are not subject to checks under the *Criminal Records Review Act* undergo a criminal record check, that is satisfactory to the Province.

3. Upon the Province's written request the Contractor must provide the Province written confirmation that:

   (a) criminal record checks have been initiated;

   (b) the Contractor has acted on instructions from the Province or under the *Criminal Records Review Act*; and

   (c) all other related procedures have been followed.

4. The Contractor will ensure that its Contractor Personnel meet the qualifications, expectations and other requirements set out in Appendix F1 (Centre Staffing, Qualifications and Expectations) to the extent applicable to the roles and responsibilities of such Contractor Personnel.

Appendix F1
Staff Qualifications

Please see attached Appendix F1 – Center Staffing, Qualifications and Expectations

Schedule "G"
GOVERNANCE AND STEWARDSHIP

1. **Governance**

(a) The Contractor will participate as required in meetings with the Province and other operators of the Family Connection Centres in other local service areas to share information including but not limited to:

(i) identify opportunities for best practices;

(ii) Identify existing or potential issues and opportunities; and

(iii) Opportunities to improve contract management.

(b) Any costs associated with the participation in these meetings will be the sole responsibility of the Contractor.

2. **Contract Stewardship Meetings**

(a) The Contractor will participate in any other meetings as requested by the Province. The Contractor will participate in agreement steward meetings with the Province, which will occur quarterly to review the following topics including but not limited to:

(iv) Transition/Start Up Update

(v) Quarterly update on all components of the Annual Service Plan, including but not limited to:

(A) Cultural Safety and reconciliation activities

(B) Service model, child and youth volumes use of service deliver channels

(C) Staffing levels, recruitment, and retention

(D) Financial Summary

(vi) Issues management:

(A) Service delivery challenges

(B) Recruitment challenges relating to both employees and Subcontractors

(C) Complaint resolution pursuant to the Contractor's complaint processes for both general complaints received from children and youth and their families and eligibility issues

(D) Regional issues

(E) Overview of the contract outcomes and any other contract management issues.

(F) Any Contractor costs associated with the participation in these meetings will be the sole responsibility of the Contractor.

3. **Monthly meetings**

(a) The Contractor will participate in monthly check -in meetings with the Province to cover any operational issues that may require immediate discussion.

4. **Ad Hoc meetings**

(a) The Contractor will participate in any other meetings as requested by the Province.

Schedule "H"
REPORTING REQUIREMENTS

The Contractor will provide the information and reports described in this **Schedule "H"**, unless otherwise requested by the Province through the Relationship Management Process. The reports will include the requirements set out herein and will be provided at the time intervals outlined.

1. OUTCOME MONITORING

1.1 The Province will monitor the achievement of desired outcomes described below through required Deliverables and reporting requirements provided herein.

1.2 To enable Province monitoring, the Contractor must ensure case information is recorded accurately and in a timely fashion within the ICM.

1.3 The Contractor and Province will work collaboratively to determine any challenges, root causes, and potential solutions to improve outcomes for children, youth, and their families.

1.4 The following high-level outcomes will be monitored through the corresponding reporting requirements:

Desired Outcomes	Indicators	Deliverables	Tools	Reporting Frequency and Method
Child and Youth Outcomes				
Children and youth are making progress towards their developmental goals	Children/youth and family report improvement in the child/youth's developmental outcomes	Collaborative completion of "My Support Plan" Completion of "About my Child/About Me" tool	My Support Plan About my Child/About Me Quality Assurance Review of Support Planning	Annual review (Data gathered through case management and information platform) Upon intake and as needed
Improved Quality of Life	Child/Youth and family report improvements in the child/youth's desired quality of life outcomes	Collaborative completion of "My Support Plan"	My Support Plan	Annual review (Data gathered through case management and information platform)
Optimize Social Inclusion	Child/youth and family report improvements in the child/youths' desired social inclusion outcomes	Collaborative completion of "My Support Plan"	My Support Plan	Annual review (Data gathered through case management and

				information platform)
Family Outcomes				
Improved Quality of Life/Empowerment	Families report improvements in their desired quality of life outcomes Families report feeling confident in their ability to help their child grow and develop	Collaborative completion of "My Support Plan" Administration of survey	My Support Plan Survey	Annual review (Data gathered through case management and information platform) Annually
Optimize Social Inclusion	Families report improvement in their desired social inclusion outcomes	Annual review (Data gathered through case management and information platform)		Annual review (Data gathered through case management and information platform)
System Outcomes				
System is Responsive	Request for Service • Length of time from intake to individualized services • # of children/families removed from the request for service list and the reason • # and demographic of children and their families waiting for services Service Recipient Demographics • # and demographics of those accessing services General Service Utilization • Service utilization reports for developmental services • # of incidents of decreased or disrupted service provision and rationale	Use of case management and information platform Use of case management and information platform Agency provides reports	case management and information platform case management and information platform Agency tracking case management and information platform case management and information platform	Ongoing Ongoing Semi- annually Ongoing Ongoing Ongoing Ongoing

	• Provision of accessibility supports • Barriers/reasons for not accessing and /or completing service • Transition support provided	Use of case management and information platform Use of case management and information platform Use of case management and information platform Use of case management and information platform	case management and information platform case management and information platform	
Families Receive Trauma Informed Services	• Agency confirms polices and training for staff, etc • Service recipients report they received trauma informed service	Agency provides reports	Survey (agency or Quality Assurance administered)	Annually Semi annually
Families report the services they received were family – centered **Fewer families report barriers to accessing services** **Accreditation Reports/Quality Improvement Plans**	# and demographic of families who reported barriers; and families who are not able to access services.	Use of case management and information platform Agency Provided	Measure of Process of Care Survey case management and information platform	Semi annually Ongoing

2. REPORTING

2.1 In addition to outcome monitoring, the Province will also monitor operational sustainability through general operational reporting requirements set out in this section 2, including Contractor finances, operating hours, service utilization, wait times and staffing.

2.2 General

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

(b) The Contractor is required to use the Province's applications for reporting and program administration, as directed by the Province.

(c) The Contractor will support and comply with the Policies and Procedures relating to quality assurance, contract management, privacy management, and records management practices, as updated by the Province from time to time. The Contractor will adhere to the data and standardized reporting requirements as notified to the Contractor from time to time.

(d) Without limiting the Province's right to request additional reports from the Contractor from time to time as set out below, through mutual agreement between Contractor and Province, the frequency of regularly scheduled reporting may be adjusted over the term of the Agreement.

2.3 Required Reports

The reports required to be provided by the Contractor to the Province include but not limited to the following:

Report	Content	Reporting Frequency
Developmental Services	• The quantity of services (by number of hours, number of sessions etc.) and any variance from annual service plan? • the volume of children, youth and families that seek intake and guidance services • the volume and demographics of children and youth that went through screening services, including the referral pathway (e.g. self-referred, community referral, etc.) • the volume and demographics of children and youth currently receiving developmental monitoring services for each month	Quarterly
Inclusive Child Care Supports (SCD)	• Monthly number of recipients actively receiving inclusive child care supports • Number of Consultative hours provided this month • Monthly number of recipients waiting for more enhanced staffing supports (currently do not have enough to meet their child care needs) • Monthly number of recipients waiting for more enhanced staffing support hours (currently do not have enough to meet their child care needs)	Quarterly
Service Plan Update (stewardship report)	• Service Delivery Model • Staffing & recruitment/retention • Cultural safety plan progress & updates • Accessibility • Subcontracting • Quality Management • Dispute resolution (e.g., summary of types of complaints, how/if they were resolved, their response to the complaints for quality improvement purposes). • Financial projections	Quarterly
Annual Service Plan (in advance of upcoming year)	• Service Delivery Model • Staffing & recruitment/retention • Cultural safety plan progress & updates • Accessibility • Subcontracting • Quality Management • Contract Payment Tool to capture financial projections & confirm payment.	Annual
Annual performance summary (from previous year)	• Service Delivery Model • Staffing & recruitment/retention • Cultural safety plan progress & updates • Accessibility	Annual

	• Subcontracting • Quality Management • Dispute resolution (e.g., summary of types of complaints, how/if they were resolved, their response to the complaints for quality improvement purposes).	
Inclusive Child Care Supports (SCD)	• Number of child care program staff who have received professional learning opportunities by the Family Connections Services. • Number of hours of professional learning opportunities provided to child care providers. • Summary of types of professional learning opportunities provided.	Annual
Annual Audited Financial Statement	• With expectation of delivery time of audited financial statement. Ie: within 6 months of end of fiscal period.	Annual
Payment Tool Reporting	• Transition Reporting • FCC Reporting • iCCS Reporting	Monthly

2.4 Additional and Ad Hoc Reporting

(a) The Province may at any time submit to the Contractor a request for additional reports.

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

Schedule "I"
CONFLICT RESOLUTION PROTOCOL

This Conflict Resolution Protocol applies to the contractual relationships entered into by the Province for the provision of services on behalf of the Ministry of Children and Family Development.

- It outlines the processes to be followed in resolving any disputes between the contractor and the Province in respect of the contract terms (except the periodic negotiation of funding levels, related service and availability of an appropriation).
- It is to be used instead of any other statutory right of appeal or review.
- It presumes that both parties effect a collaborative relationship, outlined in the Negotiation Protocol, which fosters teamwork to assure effective program delivery, service and care of clients. Discussion of potential problem areas and concerns during the process of negotiation, and in a timely manner during the contract period, is a preventative process that minimizes the potential for a dispute to arise.
- It anticipates a process that is:
    - local;
    - affordable; and
    - timely.

The parties agree that each of them must:

(a) make bona fide efforts to resolve any disputes arising between them by amicable negotiations, in accordance with the resolution process outlined herein;

(b) provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations;

(c) make every effort to resolve disputes as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation, where necessary; and

(d) only resort to arbitration when all other means, including mediation, have been reasonably considered.

For the purposes of this three stage resolution process, each party must designate its "Official", for each stage, representing ascending order of decision-making authority for each party. The Stage Three Official must be the most Senior Executive Officer of each party. In the case of ministry, this must be the Deputy Minister or his/her designate.

STAGE ONE

- The designated Stage One Officials for each party meet ("Initial Meeting") to discuss and attempt to resolve the dispute.
- If there is no resolution within 15 calendar days of this meeting, the matter is referred to Stage Two.
- Step may be omitted or time periods adjusted by mutual agreement of both parties.

STAGE TWO

- The designated Stage Two Officials for each party meet ("**Review Meeting**") within 30 calendar days of the Initial Meeting to discuss and attempt to settle the conflicting positions of Stage One Officials.
- If there is no resolution within five calendar days of the Review Meeting, the matter is referred to Stage Three. Each official must provide a written summary to each Stage Three Official.
- Step may be omitted or time periods adjusted by mutual agreement of both parties.

STAGE THREE

- The designated Stage Three Officials for each party meet ("**Final Meeting**") within 50 calendar days of the Initial Meeting to discuss and attempt to settle the conflicting positions of Stage Two Officials.
- If there is no resolution within 10 calendar days of the Final Meeting, the matter is referred to the External Decision Process.
- Step may be omitted or time periods adjusted by mutual agreement of both parties.

EXTERNAL DECISION PROCESS

- In order to maintain the relationships that are essential to the contractual relationship, mediation is usually preferable to arbitration. A dispute cannot be referred to an arbitral process unless both parties (third Stage Officials) have met and determined that mediation cannot resolve or clarify the issues of the dispute. Unsuccessful mediation attempts will be referred to the arbitral process.
- A mediator must be selected by agreement of both parties, from a preapproved list of qualified mediators, maintained by the Mediate BC, unless the parties agree otherwise. Where the parties are unable to agree upon a mediator, within 30 days of the decision to mediate, a party may request Mediate BC appoint a mediator from the preapproved list of qualified mediators.
- When a mediator has been agreed on by the parties or appointed by Mediate BC, the parties must cooperate with the mediation process established by the mediator.
- Where a dispute is referred to an arbitral process, such disputes must be referred to and finally resolved by arbitration as determined under the provisions of the *Arbitration Act*.
- There must be one arbitrator, unless agreed otherwise.
- The place of arbitration must be agreed on by the parties.

Costs of either mediation or arbitration must be shared equally by each party.

Schedule "J"
PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,

   (a) "**Act**" means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;

   (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) "**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 and the Contractor dealing with the same subject matter as the Agreement;

   (d) "**privacy course**" means the Province's online privacy and information sharing training course or another course approved by the Province; and

   (e) "**public body**" means "public body" as defined in the Act;

   (f) "**third party request for disclosure**" means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;

   (g) "**service provider**" means a person retained under a contract to perform services for a public body; and

   (h) "**unauthorized disclosure of personal information**" means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

2. The purpose of this Schedule is to:

   (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and

   (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Acknowledgements

3. The Contractor acknowledges and agrees that

   (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;

(b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and

(c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Collection of Personal Information

4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

5. The Contractor must collect personal information directly from the individual the information is about unless:

(a) the Province provides personal information to the Contractor;

(b) the Agreement otherwise specifies; or

(c) the Province otherwise directs in writing.

6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:

(a) the purpose for collecting it;

(b) the legal authority for collecting it; and

(c) the name and contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.

8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9. 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 information is about.

Requests for Access to Information

10. If the Contractor receives a request for access to information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access. If the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.

13. Within 5 Business Days of correcting or annotating any personal information under section 11, 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 received by the Province, the Contractor disclosed the information being corrected or annotated.

14. 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, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.

17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.

18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

19. 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

20. 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. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:

    (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and

    (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information 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.

23. If in relation to personal information, the Contractor:

    (a) receives a third-party request for disclosure;

    (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or

    (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

    subject to section 24, the Contractor must immediately notify the Province.

24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:

    (a) use its best efforts to direct the party making the third-party request to the Province;

(b) provide the Province with reasonable assistance to contest the third-party request; and

(c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:

(i) the control of personal information by the Province as a public body under the Act;

(ii) the application of the Act to the Contractor as a service provider to the Province;

(iii) the conflict between the Act and the third-party request; and

(iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:

(a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and

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

27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, 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.

Termination of Agreement

30. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

32. Any reference to "**Contractor**" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.

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

34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.

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

Schedule "K"
SECURITY SCHEDULE

Definitions

1. In this Schedule:

(a) **"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;

(b) **"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;

(c) **"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;

(d) **"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;

(e) **"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;

(f) **"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);

(g) **"Protected Information"** means any and all:

(i) **"personal information"** as defined in the Privacy Protection Schedule if attached;

(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;

(h) **"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);

(i) "**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;

(j) "**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

(k) "**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.

Additional obligations

2. The Contractor must comply with **Appendix K1** if attached.

PERSONNEL

Confidentiality agreements

3. 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

4. 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.

5. 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.

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

Personnel information security training

7. 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

8. 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

9. 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

Information security policy

10. 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

11. 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

12. 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

13. 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

14. 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

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

16. 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

17. 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

18. 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

19. 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

20. For sections 18 and 19, 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

21. 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

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

Access

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.

29. 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

30. 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.

31. 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

32. 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

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components

34. 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.

35. 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.

36. 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.

37. 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

38. 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.

39. 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

40. 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

41. 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.

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

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

44. 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

45. 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).

46. 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

47. 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

48. 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

49. 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

50. 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

51. 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

52. 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).

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

Device security and antivirus scanning

54. 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

55. 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

56. 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.

57. 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.

58. 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.

59. 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

60. 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

61. 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

62. 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

63. 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

64. 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.

65. 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

66. 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.

67. 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.

68. 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

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including 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, unless prohibited by applicable law, 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

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

Incidents

71. 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

72. 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.

73. 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).

74. 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

75. 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

76. 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

77. 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.

78. 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

79. 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

80. 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

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.

82. Any reference to the "**Contractor**" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

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

84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. 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

86. Sections 63, 66, 67, 68, 69, 70 and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule K - Appendix K1
Additional Security Obligations

Security Screening Requirements

The personnel security screening requirements set out in this Appendix K1 are for the purpose of assisting the Contractor to determine whether or not any Contractor Personnel 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 all Contractor Personnel by viewing at least one piece of "primary identification" of the Contractor Personnel and at least one piece of "secondary identification" of the Contractor Personnel, 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 any Contractor Personnel 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 Contractor Personnel. 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 any Contractor Personnel, 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 all Contractor Personnel, which will generally consist of the Contractor requesting that the Contractor Personnel provide employment references and the Contractor contacting those references. If any Contractor Personnel has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Contractor Personnel by requesting the Contractor Personnel 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 any Contractor Personnel if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

Schedule "L"
INSURANCE

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:

   (a) Commercial General Liability in an amount not less than $2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must

      (i) include the Province as an additional insured,

      (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and

      (iii) include a cross liability clause.

   (b) Professional Liability in an amount not less than $2,000,000.00 per claim, insuring the Contractor's (or subcontractors) liability resulting from errors and omissions in the performance of professional services under this Agreement and this insurance must be endorsed to provide the Province 30 days advance written notice of cancellation.

   (c) Automobile Liability on all vehicles owned, operated or licensed by the Contractor (or subcontractor) 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 in place of the requirement for the BC Certificate of Insurance.

2. All insurance described in section 1 of this Schedule must:

   (a) be primary; and

   (b) not require the sharing of any loss by any insurer of the Province.

3. The Contractor must provide the Province with evidence of all required insurance as follows:

   (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;

   (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

   (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, 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 this Schedule in the Contractor's sole discretion.

CYSN Family Connections Centre - Service Plan

This plan must be filled out and will be evaluated along with the information provided in the response guidelines, all as described and in accordance with the RFP's evaluation criteria.

Agency Name and Service Area: North Coast Community Services Society LSD:
Date submitted: July 22, 2022

Vision: ***Communities where all people are welcomed and valued***

Mission: ***Delivery innovative programs and services to support self-determination and purposeful lives, guided by community, social and basic human needs.***

A: Context and Assessment of Current State

• ***Community Connection and Relationships***

Provide a summary of the state of your relationships with the community you serve. Outline efforts you have undertaken in the previous year to enhance your connections and relationships in the community and their outcomes

NCCS reaches out and engages with communities along the North Coast by employing the following creative approaches that build trust and enhance our relationships. These efforts have been well-received and expressed through the communities' continued support and commitment to the NCCS which, in turn, has enabled us to offer programs and services to an increasing number of community members.

• A Family Fair, hosted by NCCS, celebrated re-connecting families with service providers from across the region. The event provided opportunities for families to learn about support services available, enjoy free activities and lunch.
• Participation in the Seafest Parade provides an opportunity to connect with people in the region while demonstrating the fun side of NCCS and its team and promoting programs and services at the same time.
• Pembina and AltaGas will sponsor a golf scramble with all funds going directly to NCCS for services and programs. The NCCS team will be volunteering at the event, connecting with the community, and promoting our programs and services.
• Kaien Fishing Derby is NCCS's major fundraising even bringing fishers from across BC, Alberta, and Saskatchewan to Prince Rupert. It provides an excellent opportunity to create a dialogue about the need for additional services in the region, raising awareness and gaining support for our mandate and ambitions.
• NCCS employees virtually attend Early Intervention team meetings, to maintain strong relationships with Northern Health Authority, Prince Rupert Friendship House, MCFD - CYMH, MCFD - CYSN, Sources, Autism BC and School District #52. This strong, close-knit group discusses approaches to reduce barriers to services, provides updates on training opportunities and develops plans and targeted methods for addressing specific issues of

concern.
• NCCS's enjoys a strong relationship with School District 52 providing support to children with special needs' kindergarten transition, welcome to kindergarten program and IEP preparation for older children on SCD caseload.
• Circle of Security is offered to parents through whichever methods is most suitable to participants, i.e., face-to-face, or virtually using Zoom, supporting full participation and inter-active discussions to increase attachment with children.
• Infant massage provides an opportunity for new parents to connect with other parents in their community while learning approaches to support their little ones and build strong attachments.
• IDP/SCD Consultants maintain a strong relationship with the Prince Rupert Friendship House through offering one-on-one support to pre-school and childcare children with special needs. Additional guidance is offered for other children not on caseload as need be to support employees to develop new skills.
• IDP/SCD Consultants attend local Strong Starts to support Ready Set Learn Initiative by providing parenting, child milestone information, facilitating circle and story time.
• NCCS virtually participates on the Literacy Now committee to determine how funds are spent in the region to promote literacy amongst young readers.
• Buckle Up Baby Program loans car and booster seats for families in need to promote safety.

• ***Reconciliation and Cultural Safety***

Provide a summary of the state of your relationships with the indigenous communities you serve. Outline efforts you have undertaken in the previous year to enhance those relationships and advance reconciliation in the area you serve and their outcomes

Pre-COVID, collaborative relationships with Indigenous communities were ongoing within the contractual parameters of funder authorization for service delivery. As the pandemic subsides and life begins to return to normal, reconnecting with communities is a priority, irrespective of contract award. These efforts include:
• Continuous Cultural Safety and Trauma Informed Practices training, online and face-to-face, which has increased employee understanding, and awareness with meaningful changes incorporated into daily practice while supporting Indigenous clients and their families.
• Creation of a more culturally safe space to recognize and build community awareness. NCCS commissioned a local artist to create a carving of his interpretation of Every Child Matters which has encouraged meaningful dialogue with clients and visitors to the Cradles to Moccasins Family Centre on the need for change and action.
•Early Years Programs contractual negotiations authorized consultants to offer supports and services to the District of Port Edward which has ahigh Indigenous population and was identified as an underserved community.
○ Families and children six and under gained access to more supports to reduce isolation, provide culturally safe activities such as Moe the Mouse, increase child development awareness and support, assistance to locate housing and other basic needs.
•Early Years Programs continue to provide support and services to the Prince Rupert Friendship House's pre-school children through one-on-one child care support and consultation.
•***Staffing Model and Subcontracting Status***

Appendix B1 – Annual Service Plan

Provide a summary of your current compliment of staff and contractors against your planned compliment. Identify any areas of staffing or contracting challenges over the past year, the strategies you have undertaken to address those challenges and their outcomes

Provide a listing of all contracted and staff members, their professional designations, primary location of work and role within the organization –identify any positions that are currently vacant.

Staffing:

○ Speech and Language Pathologist–Master's degree in speech-language pathology from recognized university and member in good standing with BC and Canadians Associations of Speech-Language Pathologists
▪Interest in position–will confirm if FCC contract is awarded to NCCS
•Will be based in Prince Rupert and provide virtual and outbound service delivery.
○ Physiotherapist–Registration with appropriate provincial licensing body and member in good standing with College of Physiotherapists of BC and licensed to practice in BC.
▪Interested in position –will confirm if FCC contract is awarded to NCCS
•Will be based in Prince Rupert and provide virtual and outbound service delivery.
○ Occupational Therapist–Masters degree in Occupational Therapy and member in good standing with Collect of Occupational Therapists
▪Local agency is interested in offer sub-contracting services
•Will be based in Prince Rupert and provide virtual and outbound service delivery.
○ Therapy Assistants
▪Recruiting will begin upon contract award

If any of the therapists or assistants resigns or is no longer available, discussions are progressing with an agency in the Lower Mainland to provide temporary supports to reduce interruptions to services until local therapists are secured.

The following positions will be provided through sub-contractor:
○ Practice Lead – Bachelor's degree in social services field and clinical consultation experience
○ Behavioural Analyst – BCBA Certification, Master's/PhD level.
○ Behavioural Consultant – BCBA Status, Bachelor's degree level.
○ Behavioral Interventionists (2) – Certification or Relating Training ▪ Sub-contracted services are confirmed, with contract ready to sign with agency. Agency will travel to Prince Rupert and will provide local, virtual, and outbound service delivery.

Local positions which are secured, or recruiting will begin as contract is awarded
• Behavioral Interventionist (2) – Certification or Related Training ○ Secured
○ Two NCCS employees are qualified for positions through experience, and are additionally being enrolled in the Behavioural Interventionist Program at Douglas College for Fall 2022

• HR Director – CPHR Designation ○ Recruiting will include reaching out to previous qualified candidates to guide possible interest and contacts across the province.

• Program Director – Bachelor's degree ○ Recruitment is ongoing with new strategies being implemented to support efforts

• Developmental Generalist – Bachelor's Degree or Diploma in related childhood development, social work, education, psychology, or nursing field ○ Secured

• Inclusive Child Care Worker ○ One secured with ongoing recruitment underway for additional workers through recruiting initiatives, including starting with training to become a Responsible Adult and continuing to become ECE Assistant or ECE based on interest and abilities.
○ Recruit in NoCs to increase local employment opportunities with training to interested community members

• Inclusive Child Care Consultant – ○ Secured

• Family Support Worker – Diploma in social or human services ○ Secured

• Child and Youth Care Worker – Bachelor's Degree or Diploma – child and youth care or social work ○ Secured and recruiting to begin for additional for NoC locations

• Administrative Assistant – Certificate – Administration

•Recruiting will begin once contract awarded
• Executive Director – Master's Degree
○ Secured

• Executive Assistant – Diploma – Administration or Business
○ Secured

Recruiting Strategies:
NCCS employs and are created several new recruiting strategies to attract the right talent to our organization including:
• Signing bonuses once probationary period is successfully completed.
• Moving expense subsidy.
• Assistance to locate housing, with subsidized housing available through NCCS for limited time.
• If relocating to Prince Rupert for a position, up to one thousand dollars ($1,000) per year will be provided to purchase of one return economy flight per year.
• Additional vacation days for management

• ***Service Model and Alignment to Community Needs***

Provide a summary of the how your service mix is or is not meeting community needs in terms of location and access to service, timeliness of services and appropriateness of the mix of services you provide versus the needs your community demonstrates. Identify steps you have taken to improve the alignment of your services to the needs of your community and

their outcomes.

• Approaches to meet community needs ○ Modifying appointment/work schedules to meet needs of clients with various and flexible availability times i.e., early evenings, weekends etc.
○ Offering multi-faceted approaches to services and spaces, other than regular worksites, to meet such as a park, the public library or walking trails
○ Providing a mix of support services to meet complex, multi-dimensional needs. For example, a client accessing Family Support might also be referred to and supported by Community Based Victim Services as well. If interested, the referral is made, and support is also provided to help ensure that connection to services occurs as appropriate.
○ With COVID risks reducing, Cradles to Moccasins Family Centre has moved from an appointment-based access system back to offering drop-in services substantially increasing access to families.
○ Accessing services at NCCS - A grant was submitted for funding which enabled the Society to develop a backyard at the main worksite. This helped to create an outdoor environment for families to spend time together and parents to develop skills to support their children.
○ Negotiating IDP/SCD and Early Years contract enabled NCCS to reach out to underserved community to provide a drop-in service for families with children under six providing child development activities, personal support, parenting skills information and awareness of community resources were offered to families

• Challenges
○ IDP/SCD
▪ Waiting lists continue due to high number of children requiring services.
▪ To manage waiting list, NCCS conducts meetings with clients, assessing children as high, medium, or low needs and triages wait times accordingly.
▪ If waiting lists are too long, parents/guardians with children of lower needs are given initial support and referred to other agencies for support until consultants can add to caseload.
▪ Recruiting for SCD Childcare workers is a challenge. If awarded FCC contract, ability to recruit and retain qualified childcare workers will improve due to ability to offer better professional development and training opportunities to candidates.

• CYSN – Waiting lists persist as well
○ MCFD CYSN and NCCS employees work together to prioritize clients with higher needs to add to caseload with other clients being placed on waitlist.
○ Employees increased work hours to try and accommodate additional children but can only meet part of the need.

• With current contractual limitations, NCCS is only able to reach out to regional communities through PSSG programs.

• Steps taken to identify needed services ○ Community meetings including Redesign Rupert and Chamber of Commerce have helped identify the services and supports needed for regional communities

- Child development is identified as a needed support for families and NCCS has been fundraising for five years to secure enough funding to develop a full-service child-development centre for our region.
- NCCS, along with the community, has identified a significant need for a 24/7 childcare centre in Prince Rupert. Many residents are shift workers unable to work due to lack of childcare, especially childcare with support for children with special needs. The current childcare centres are consistently full and can only support a limited number of children at a time.
- To support NCCS's effort to build the child development and childcare centre, the City of Prince Rupert is leasing a parcel of land for 20 years at a cost of one dollar per year.

B: Plans for the coming year

• Strategic Goals and Objectives

Strategic goals are measurable efforts, sometimes multi-year scope, to move towards an organizations mission and vision statements.
Strategic objectives are tangible targets for efforts or activity areas that are intended to be the means of achieving strategic goals. There are normally timeframes associated with strategic objectives.
Provide a list of strategic goals related to the operation of your Family Service Centre and any related Service Hubs and the strategic objective that support their achievement. These goals and objectives should tie into your responses in section A and address any areas for improvement described in that section.

Goal 1) NCCS is inclusive of all people, welcoming and responsive to community needs
- Operates within a client-centred, culturally safe and trauma informed practice
- Serves a diverse client population
- Creates opportunities for change and models successful life choices
- Values equality, fairness, acceptance, and harmony in all human relations

Goal 2) Our programs and services strive to enhance community members' lives
- Increases quality of life through achievement of meaningful changes
- Coordinates and integrates programs which support long term benefits
- Responds to emerging and changing community needs
- Builds and maintains meaningful partnerships with other service providers

Goal 3) We support community members
- Offers programs and services to support new approaches to develop life and social skills
- Seeks to reduce systemic and intrinsic barriers
- Lobbies funders for improvements to programs, addressing unmet needs
- Addresses complex social issues, such as strengthening individuals and families and those who have experienced intergenerational trauma, racism, abuse, violence
- Services as a resource and information centre

Goal 4) Serve as stewards of our resources
- Staff who are knowledgeable, supportive and act as role models
- Programs that are financially viable, sustainable, and accountable

- Approaches to provide services in/to other local communities which are culturally inclusive, trauma informed and innovative
- Facilities and equipment are accessible to deliver programs and services, now and in the future

Goal 5) NCCS Board of Directors operates within a policy governance model
- Sets NCCS' strategic direction and approves the annual budget
- Ensures a robust policy environment consistent with NCCS's short- and long-term strategies
- Builds on the Board's diverse skills and experience
- Supports and effectively manages the Executive Director

• ***Resource Planning***

Provide a forward-looking assessment of your staffing and subcontracting needs. Outline the plan to secure the needed resources and any mitigating strategies if you are unable to do so. Identify any key positions, skill sets or professional designations that you expect challenges in recruiting and any planned mitigating strategies if you are unable to recruit.

Staffing:

• SPL and PT:
- Two local therapists have accepted positions at the FCC if NCCS is awarded contract.

• OT:
- Discussions with local agency have resulted in potential sub-contracting opportunity.
- If a therapist resigns or is no longer available, discussions are progressing with agency in Lower Mainland to provide temporary supports to reduce interruptions to services.

• Behavioural Consultant, Analyst, and Interventionists:
- Sub-contracted services through agency providing supports across the province.

• HR Director:
- Recruiting has begun, looking at options and reaching out to previous qualified candidates to guide possible interest and reaching out to contacts across the province as necessary.

NCCS employs several recruiting strategies to attract the right talent to our organization including:
• Signing bonuses once probationary period is successfully completed.
• Moving expense subsidy.
• Assistance to locate housing, with subsidized housing available through NCCS for limited time.
• Additional vacation days for management
• If relocating to Prince Rupert for a position, opportunity for one return flight to anywhere within western Canada, BC, Alberta, or Saskatchewan.

Resources:

• Assessment of needed resources has been completed.
- Awaiting quotes from companies, with expected delivery dates
- Available resources from the IDP, SCD and CYSN programs:
  - equipment from multi-sensory playroom including interactive projector, bubble tube, fine and gross motor skills equipment, steppingstones, climbing wall, seesaw, tactile discs, stability balls, drum, sound steps, crash mats, trampoline, soft play foam items and interactive and individual activities.

- If there are delays in delivery of other resources, there are options to borrow resources from other NCCS programs, Northern Health Authority and School District 52 until other resources arrive.

• Reconciliation Planning

Provide a forward-looking overview of your intended actions to enhance reconciliation in the areas you serve. How will you continue to ensure cultural safety in the services you deliver and how will build and maintain positive relationships with the indigenous communities you serve.

Enhancing Reconciliation:
- Increase awareness of Indigenous cultures in our firm by educating our people about the histories, culture and rights of Indigenous peoples and communities.
- Continue to build relationships with Indigenous leaders and community members to learn and practice protocols relating to enhancing culturally safe environments within service delivery and environment.
- Consult with Indigenous leaders and families to create the NoCs and local FCCs and approaches for service delivery which honour their local knowledge, decision making systems and self-determination.
- Understand and plan travel to Indigenous communities at appropriate times, avoiding interruptions to special events and ceremonies such as All Native Basketball Tournament, wedding, and naming ceremonies, as well as practicing protocols to cancel visits at the last minute due to circumstances such as a death in the community.
- Provide the team with opportunities for self/group reflection and exploration to build in-depth understanding of personal and system biases, acknowledging self as learner to build understanding on another's experience.

Cultural Safety:
- Flexibility:
  - Understand need for programs to support physical, spiritual, social, and emotional needs of individuals and their network of family and community.

- Recognition:
  - Receive guidance to better understand and incorporate Indigenous practices, such as smudging, storytelling, and ceremonies as well as being respectful of differences in culture and westernized practices to offer a full spectrum of modalities for all clients.

- Understanding:
  - Recognize how colonization, racism, multi-generational trauma, and oppression has

affected health and social conditions of Indigenous individuals and families, while consulting Indigenous leaders and families to create respectful and non-institutional environments for service and support. delivery

- Inclusivity and Empowerment:
  - Inclusive problem-solving, listening, and service planning with client and therapist/support person to develop a trusting relationship and provide voice for all, to help ensure service plans culturally address safety and trauma informed practices as identified by client.

- Reflection:
  - Create safe spaces to assess service delivery practices, recognize biases and through individual and group opportunities, share experiences and create opportunities for discussions for change.

Appendix B2 – Network of Centres "NoC"

Service Provider	North Coast Community Services Society

Name	Location
Building Blocks Family Connection Centre	597 – 309 Second Avenue West, Prince Rupert, BC V8J 3T1

Page 450 of 621

Withheld pursuant to/removed as

s.13 ; s.17

North Coast Community Service Society
Payment Schedule

Contract Maximum	5,060,364
Service Fee (2%)	101,207
Total FCC	3,488,167
Total ICCS	1,470,980
	4,959,147
Monthly total	413,262.25

	April (Q1)	May	June	July (Q2)	August	September	October (Q3)	November	December	January (Q4)	February	March	April (Q1)	May	Total
Adjusted Costs 95%	392,599.14	392,599.14	392,599.14	392,599.14	392,599.14	392,599.14	392,599.14	392,599.14	392,599.14	392,599.14	392,599.14	392,599.14			4,711,189.65
Payment up to (Reconciliation/True up)			20,663.11	20,663.11	20,663.11	20,663.11	20,663.11	20,663.11	20,663.11	20,663.11	20,663.11	20,663.11	20,663.11	20,663.11	247,957.35
Service Fee (2% of contract maximum)					25,301.82			25,301.82			25,301.82			25,301.82	101,207.28
Total	392,599	392,599	413,262	413,262	438,564	413,262	413,262	438,564	413,262	413,262	438,564	413,262	20,663	45,965	5,060,354

North Coast Community Services Society
Transition costs breakdown

	Milestone 1	Milestone 2	Milestone 3	Milestone 4	Total
Total Milestone Funding	$ 308,250.00	$ 123,850.00	$ 84,275.00	$ 150,250.00	$ 666,625.00
Total Admin Funding	$ 30,825.00	$ 12,385.00	$ 8,427.50	$ 15,025.00	$ 66,662.50
Total Transition Funding Budget	$ 339,075.00	$ 136,235.00	$ 92,702.50	$ 165,275.00	$ 733,287.50
Total Funds Requested per Milestone					
% of Funding Requested	0%	0%	0%	0%	
Transition Funds Requested	$ -	$ -	$ -	$ -	$ -
Total Admin Funding Requested	$ -	$ -	$ -	$ -	$ -
Prepayment total	$ -	$ -	$ -	$ -	$ -
True up/remaining funds (payment up to)	$ 339,075.00	$ 136,235.00	$ 92,702.50	$ 165,275.00	$ 733,287.50
Total payment	$ 339,075.00	$ 136,235.00	$ 92,702.50	$ 165,275.00	$ 733,287.50

0%

CENTRE STAFFING, QUALIFICATIONS AND EXPECTATIONS

At a minimum, the professional practice lead (PPL) is required to have the defined qualifications listed below. Other qualifications may be considered, in consultation with the Ministry. In cases where recruiting a PPL is difficult, collaborative approaches with other Ministry agencies or contracted providers may be explored to support clinical supervision. For example, partnering with another centre to support staff supervision while working to recruit staff.

Centres are expected to hire so staff represent a range of expertise in working with different diagnoses and disabilities. Centres will work to hire staff that meet the desired outcomes of the following positions but may exercise discretion as to the complement of staff to reflect community needs.

PROFESSIONAL PRACTICE LEADS

Professional Practice Lead – Each of Therapies (OT/PT/SLP)

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Provide and promote a culturally safe and trauma-informed work environment for all staff.
- Establish and maintain respectful relationships with team members and families.
- This role may be partially management/partially clinical.
- Provide clinical consultation and mentorship related to practice and to cultural safety and trauma informed practice.
- Provide clinical oversight to staff and any Ministry preapproved sub-contractors.

Qualifications:

- Meet qualifications for occupational therapist, physiotherapist, or speech/language pathologist as listed below; AND
- A minimum of 4 years pediatric experience.
- Alternative qualifications may be considered in consultation with the contract manager.

Professional Practice Lead - Behaviour Analysts/Consultants

Expectations/Potential Duties:	Qualifications:

• Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
• Provide and promote a culturally safe and trauma informed work environment for all staff.
• Establish and maintain respectful relationships with team members and families.
• Perform duties of behaviour analyst/consultant as listed below.
• Provide clinical oversight to behaviour analyst/consultant staff and any Ministry preapproved sub-contractors.
	• Meet behaviour analyst/consultant qualifications listed below; AND
	  • A minimum of 4 years experience working with individuals between 3 to 18 years old with disabilities.
	  • Alternative qualifications may be considered in consultation with the contract manager.

• Provide clinical consultation and mentorship related to practice and to cultural safety and trauma informed practice. • This role may be partially management and partially clinical.	

Professional Practice Lead – Generalist and Family Support Worker

Expectations/Potential Duties:	Qualifications:

• Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
• Provide and promote a culturally safe and trauma-informed work environment for all staff.
• Establish and maintain respectful relationships with team members and families.
• Perform duties of generalist or family support worker as listed below.
• Provide clinical oversight to family support workers and generalists.
• Provide clinical consultation and mentorship related to practice and to cultural safety and trauma informed practice.
• This role may be partially management and partially clinical.
	• Preferred educational qualification is a degree in a social services or human services discipline.
	• In addition to the qualifications of a family support worker, the following knowledge and experience are required:
	  • Supervisory experience, including clinical oversight.
	  • Working in the community with children, youth, or young adults with disabilities and their families.
	  • Knowledge of early child development.
	
	Alternative qualifications may be considered in consultation with the contract manager.

PROFESSIONALS

Occupational Therapist (OT)

Expectations/Potential Duties:	Qualifications:
• Practice with culturally safe and trauma-informed approaches. • Promote functional skills that contribute to inclusion and engagement in life in ways that are meaningful to the family. • Prescribe equipment. • Establish and maintain respectful relationships with families. • Use relational, person and family-centered approaches to determine goals, perform assessments, design treatment to match goals and assessment findings, review plan, discharge when appropriate, participate in case planning; work with the child, youth, and their family and support team; and attend case meetings as required. • Responsibility for supervision of therapy assistants.	• Master's degree in occupational therapy and registration with the appropriate provincial licensing body. • Member in good standing with the College of Occupational Therapists of BC.

Physiotherapist (PT)

Expectations/Potential Duties:

- Practice with culturally safe and trauma-informed approaches.
- Promote functional skills that contribute to inclusion and engagement in life in ways that are meaningful to the family.
- Prescribe equipment.
- Establish and maintain respectful relationships with families.
- Use relational, person and family-centered approaches to determine goals, perform assessments, design treatment to match goals and assessment findings, review plan, discharge when appropriate, participate in case planning; work with the child, youth, and their family and support team; and attend case meetings as required.
- Responsibility for supervision of therapy assistants.

Qualifications:

- Master's degree in physiotherapy, plus registration with the appropriate provincial licensing body.
- Member in good standing with the College of Physiotherapists of BC and be licensed to practice in B.C.

Speech Language Pathologist (SLP)

Expectations/Potential Duties:

- Practice with culturally safe and trauma-informed approaches.
- Promote functional skills that contribute to inclusion and engagement in life in ways that are meaningful to the family.
- Prescribe equipment.
- Establish and maintain respectful relationships with families.
- Use relational, person and family-centered approaches to determine goals, perform assessments, design treatment to match goals and assessment findings, review plan, discharge when appropriate, participate in case planning; work with the child, youth, and their family and support team; and attend case meetings as required.
- Responsibility for supervision of therapy assistants.

Qualifications:

- Master's degree in speech-language pathology from a recognized university.
- Member in good standing with the British Columbia and Canadian Associations of Speech-Language Pathologists.

Therapy Assistant

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Establish and maintain respectful relationships with families.
- Carry out treatment plan by the prescribing therapist.
- Employ a strengths-based approach to working with children, youth, and families.

Qualifications:

- Completion of a recognized, two-year Rehabilitation Assistant Diploma or Communicative Disorders Assistant Diploma or equivalent experience and qualifications..

Behaviour Analyst/Consultant

Expectations/Potential Duties:

- Practice with culturally safe and trauma-informed approaches.
- Promote functional skills that contribute to inclusion and engagement in life in ways that are meaningful to the family.
- Support parents to provide attuned care.
- Work in a person and family-centered manner with families/caregivers to develop family-led intervention plans.
- Prescribe equipment.
- Establish and maintain respectful relationships with families.
- Use relational, person and family-centered approaches to determine goals, perform assessments, design interventions to match goals and assessment findings, review plan, discharge when appropriate, participate in case planning; work with the child, youth, and their family and support team; and attend case planning meetings as required.
- Work with a multidisciplinary team to support a holistic approach to intervention.
- Employ a strengths-based approach to working with children, youth, and their family.
- Responsible for supervising behaviour interventionists.

Qualifications:

- Degree in a related human/social service field. Master's degree in a relevant field is preferred.
- Experience assisting in the design, implementation, and monitoring of individualized evidence-based intervention programs for children and youth.
- Experience training and supervising behaviour interventionists, parents and/or other related parties.
- Experience leading assessment activities related to the need for behaviour intervention.
- Experience leading functional assessments and designing positive behaviour support plans with families, schools and/or community programs.
- Experience working within a multidisciplinary team.

Alternative qualifications may be considered in consultation with the contract manager.

Behaviour Interventionist

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Establish and maintain respectful relationships with families.
- Work under the supervision of a behaviour analyst/ consultant.
- Implement strategies and appropriate therapies for supporting infants and young children with support needs or with a likelihood of developmental delay as developed by the supervising professional(s).
- Collect information for planning and progress reporting.

Qualifications:

- Behavioral interventionists (BI) do not require formal education, specific training, or certification to perform their duties but, as a result, BIs are not qualified to work in isolation or design and adjust intervention plans themselves.
- Ability to work independently and as a member of a team.
- Preference for experience working with children/youth with behavioural support needs.
- Preference for experience implementing behaviour plans.
- Preference for being able to work with children with challenging behaviours.
- Preference for current Child Safe First-Aid or equivalent alternative certificate.

Developmental Generalist

These positions are intended to capture the various skills and expertise that serve children and families in various	

capacities. This can include infant development and/or FASD key worker experience.

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Establish and maintain respectful relationships with families.
- Support home visits to assess infant development and plan with parents to enhance optimal development and monitor progress.
- Help monitor caseloads and wait lists.
- Encourage the use of About My Child/About Me and assessment tools and report writing and recommendations; ensure appropriate referrals and follow up.
- Implement strategies and appropriate therapies for supporting infants and young children with support needs or with a likelihood of developmental delay.
- Work with staff and families, understanding the cultural and socio-economic issues in your community.
- Demonstrate knowledge of the stages of early childhood development including typical and atypical growth and development; Indigenous culture and issues, and local early childhood development/ support resources and services.

Qualifications:

- A degree or diploma in a related early childhood development field or related field, social work, psychology, nursing, education.
- Training and experience in working with young children, youth, and families.
- Experience and education working with complex developmental behaviourial needs such as FASD.

Alternative qualifications may be considered in consultation with the contract manager.

Family Support Worker

These positions are intended to capture the various skills and expertise that serve children and families in various capacities. This can include infant development and/or FASD key worker experience.

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Develop rapport with the child, youth, and their family.
- Assist family to overcome barriers related to accessing services (e.g., travel grants, equipment grants, government funding).
- Connect family to CYSN worker when it is indicated that they qualify for Disability Services.
- Employ a strengths-based approach to working with children, youth, and their family.
- Build relationships and connections within the community to ensure a fully integrated approach and utilization of resources.
- Encourage uptake and recourse to existing services and support.
- Identify gaps, issues, and systemic barriers in the community using Collective Impact and provide recommendations to the Director.

Qualifications:

- Diploma in a social services or human services discipline.
- Knowledge and demonstrated understanding of strengths-based family systems and attachment-based support, community resources.
- Minimum combined 2 years' experience in the following areas:
- Working within a multi-disciplinary team.
- System navigation.
- Establishing trusting relationships with children, youth, and families.

Alternative qualifications may be considered in consultation with the contract manager.

Child and Youth Care Worker

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Establish and maintain respectful relationships with families.
- Work under the supervision of a behaviour analyst or consultant, and/ or therapist.
- Implement strategies and appropriate therapies for supporting infants and young children with support needs or with a likelihood of developmental delay as developed by the supervising professional(s).
- Provide direct goal-oriented assistance to a child, youth and/or family.
- Collect information for planning and progress reporting.

Qualifications:

- Degree or diploma in a human/social service field (e.g., child and youth care, education, social work).

Alternative qualifications may be considered in consultation with the contract manager.

Inclusive Child Care Consultant

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Deliver child-specific services including:
  - Meet with families and their children to assess the needs of the child or youth in a child care setting.
  - Work with the child care provider and family to develop and monitor strategies for the child so they can fully participate in inclusive child care.
  - Determine if extra staffing support is required to enable the child's participation in child care and determine number of hours needed.
  - Work with the child care provider, family, and school district to support transition to kindergarten
- Deliver child care program-specific capacity building services, including:
  - Deliver practical professional learning opportunities to child care programs in the region regarding foundational skills and knowledge for providing inclusive child care. This involves partnering with the child care provider to identify and enable professional learning opportunities.

Qualifications:

- Diploma or degree in early childhood education or a related field.
- Three years of work experience in inclusive child care including experience with community-based or multi-disciplinary services.
- Current approved first aide certificate.
- Knowledge of community child care resources and other community support services.
- Knowledge of the communities served by the family connections centre.
- Preferred experience working with the Supported Child Development or Aboriginal Supported Child Development program.
- Demonstrated ability to use a cultural safety framework.

Alternative qualifications may be considered in consultation with the contract manager.

Inclusive Child Care Worker

These positions may or may not be provided by the FCC.
These positions may be subcontracted.

Expectations/Potential Duties:

- Participate in training provided by the inclusive child care consultant(s).

Qualifications:

One of the following:

- Responsible Adult certification.
- Early Childhood Education Assistant certification.

Support full inclusion of one or more children in a child care program, implementing strategies identified by the inclusive child care consultant(s)/defined in the child's care/ support plan. • Adhere to child care centre policies and regulations.	• Early Childhood Educator certification. • Diploma or degree in early childhood education or a related field (may be in progress). Alternative qualifications may be considered in consultation with the contract manager.

MANAGEMENT STAFF

Executive Director

Expectations/Potential Duties:	Qualifications:
• Practice with culturally safe, trauma-informed, relational, person and family-centered approaches. • Address complex coordination issues. • Consult on policy application. • Coordinate with contractors. • Responsible for the overall planning, development, and implementation of age-appropriate programs. • Policy management; human resource management. • Management of employees. • Ensuring cultural safety in Human Resources Process and in hiring.	As needed by the organization.

Administration Staff

These are the necessary staff to administer the FCC. They may include administrative assistants, a finance director, finance staff, and human resources staff. **Expectations/Potential Duties:** • Practice with culturally safe, trauma-informed, relational, person and family-centered approaches. • Support staff in coordinating care for clients. • Maintain all administrative and financial systems of the organization. • Oversee financial management of the FCC. • Procure and manage contracts. • Manage appointment bookings. • Ensure files are securely stored, and privacy/ confidentiality is maintained.	**Qualifications:** As needed by the organization.

Additional professionals contracted under supplemental supports, including sub-contracting of resources, require approval by MCFD.

FAMILY CONNECTION CENTRES ("FCC")
for Children and Youth with Support Needs
SERVICES AGREEMENT

His Majesty the King in right of the Province of British Columbia
as represented by the Minister of Children and Family Development

and

Terrace Child Development Centre

December 14, 2022

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS AND INTERPRETATION 1

1.1 Definitions 1
1.2 Interpretation 2
1.3 Recitals 2
1.4 Headings 2
1.5 Currency 2
1.6 Time 3
1.7 No Permit or Fetter 3
1.8 Schedules 3
1.9 Entire Agreement 3
1.10 Construction / Joint Drafting 3
1.11 Acting Reasonably 3
1.12 Conflict of Provisions 3

ARTICLE 2 SERVICES 4

2.1 Services 4
2.2 General Performance Requirements 4
2.3 Included or Incidental Services 5
2.4 Business Continuity and Disaster Recovery 5
2.5 Knowledge Transfer 5
2.6 Documentation 5
2.7 Timelines 5
2.8 Temporary Suspension of Services 6
2.9 Non-Exclusive / Other Service Providers 6

ARTICLE 3 CHANGE REQUEST PROCESS 7

3.1 Changes to the Services 7
3.2 Ordinary Course Changes 7
3.3 Other Changes – Change Request Process 7
3.4 Implementation of Approved Change Requests 8
3.5 Amendment of this Agreement 9
3.6 Record of Changes 9

ARTICLE 4 RELATIONSHIP MANAGEMENT 9

4.1 Relationship Management 9
4.2 Cooperation of the Parties 9
4.3 Assessments and Reviews 9
4.4 Power and Authority of the Contractor 10

ARTICLE 5 CONTRACTOR PERSONNEL 10

5.1 Contract Manager 10
5.2 General Principles Regarding Contractor Personnel 10

ARTICLE 6 SUBCONTRACTORS 12

6.1 Responsibility for Subcontractors; Exercise of Contractor Rights by Subcontractors 12
6.2 Subcontract Terms 12
6.3 List of Subcontractors and Subcontractor Information 12
6.4 Removal of Subcontractor 13

ARTICLE 7 REPORTING 13

7.1 Generally 13

7.2 Review and Changes to Reporting Requirements 13
7.3 Format of Reports 13

ARTICLE 8 FEES AND PAYMENT 14
8.1 Fees 14
8.2 Withholding of Payment 14
8.3 Interest on Overdue Payments 14
8.4 Interest on Overpayment and Other Payments due to the Province 14
8.5 Appropriation 14
8.6 Prohibition against Committing Money 15
8.7 Taxes payable by the Province 15
8.8 Refund of Taxes by the Contractor 15
8.9 Withholding of Taxes 15

ARTICLE 9 RECORDS 15
9.1 Maintenance of Records 15
9.2 Form of Records 16
9.3 Custody of Province Records 16
9.4 Access 16
9.5 Control of Province Records 16
9.6 Final Return of Province Records 17
9.7 Storage and Disposal of Records 17
9.8 Unauthorized Loss or Destruction of Province Records 17

ARTICLE 10 AUDIT 17
10.1 Audit 17
10.2 Conduct of the Parties 18
10.3 Costs 19
10.4 Deficiencies 19
10.5 Survival 20

ARTICLE 11 REPRESENTATIONS, WARRANTIES AND COVENANTS 20
11.1 Province Representations and Warranties 20
11.2 Contractor Representations and Warranties – Capacity and Performance 20
11.3 Representations and Warranties Relating to Contractor Personnel 22
11.4 Reliance by the Province 22

ARTICLE 12 PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY 22
12.1 Ownership of Province Materials 22
12.2 Province Data 23
12.3 Marks and Logos 23
12.4 Use of Province-Licensed Items 23
12.5 Work Product Assignment, Waiver and Transfer 23
12.6 Province License to Contractor 24
12.7 Ownership of Contractor Materials 24
12.8 License of Contractor Materials 24
12.9 Consent for Contractor-Provided Third Party Materials 24

ARTICLE 13 PROVINCE INFRASTRUCTURE 25
13.1 Province Obligations 25
13.2 Use of Province Infrastructure 25
13.3 Termination of Rights to Province Infrastructure 25
13.4 Effect of Termination 26

ARTICLE 14 CONFIDENTIALITY 26

14.1 Acknowledgement....26
14.2 Protection of Confidential Information....26
14.3 Permitted Use and Disclosure of Confidential Information....26
14.4 Additional Permitted Disclosures by the Province....27
14.5 Exceptions to Obligation of Confidentiality....27
14.6 Disclosure Compelled by Law....27
14.7 Notification of Unauthorized Use of Province Confidential Information....28
14.8 This Agreement....28

ARTICLE 15 PRIVACY AND SECURITY....28
15.1 Privacy....28
15.2 Security Obligations....29

ARTICLE 16 INDEMNITY....29
16.1 Indemnification....29
16.2 Survival....30

ARTICLE 17 INSURANCE....30
17.1 Insurance....30
17.2 Workers' Compensation....30
17.3 Personal Optional Protection....30
17.4 Evidence of Coverage....30
17.5 Subcontractors....30

ARTICLE 18 DEFAULT AND TERMINATION....30
18.1 Events of Default....30
18.2 Remedies for Default....31
18.3 Delay Not a Waiver....31
18.4 Notice of Events of Default....31
18.5 Termination by the Province for Convenience....31
18.6 Termination by the Contractor....31
18.7 No Obligation to Invoke Dispute Resolution....32
18.8 Effects of Termination....32
18.9 Survival....32

ARTICLE 19 TRANSITION SERVICES....33
19.1 Transition Services....33
19.2 Transition-In Services....33
19.3 Transition-Out Services....33
19.4 Transition-Out Plan....34
19.5 Continuity of the Terminated Services and other Services during the Transition-Out Period....34
19.6 Transfer of Dedicated Assets....35
19.7 Transition-Out Period....35
19.8 Charges for Transition Services....35
19.9 Equitable Remedies....35

ARTICLE 20 GOVERNING LAW AND DISPUTE RESOLUTION....36
20.1 Governing Law and Jurisdiction....36
20.2 Dispute Resolution....36
20.3 Confidentiality and Mutual Efforts....36
20.4 Continuity of Services....36
20.5 Exceptions....36

ARTICLE 21 NOTICE....37

21.1 Notice 37
21.2 Change of Contact Information 37
21.3 Notice of Adverse Events 37

ARTICLE 22 FORCE MAJEURE 38
22.1 Definition 38
22.2 Notice 38
22.3 Effect 39
22.4 Mitigation 39
22.5 Resumption of Performance 39
22.6 Exception 39

ARTICLE 23 MISCELLANEOUS 39
23.1 Further Assurances 39
23.2 Waiver 40
23.3 Assignment by the Contractor 40
23.4 Assignment by the Province 40
23.5 Legal Relationship 40
23.6 Amendment 40
23.7 Publicity and Communications 40
23.8 Transaction Costs 41
23.9 Remedies 41
23.10 Binding Effect and Enurement 41
23.11 Conflict of Interest 41
23.12 Severability 41
23.13 No Third-Party Beneficiaries unless Specifically Referenced 41
23.14 Execution by Counterpart 42

SCHEDULES

Schedule "A" - Definitions
Schedule "B" - Services
Schedule "C" - Transition-in Services
Schedule "D" - Service Delivery Principles
Schedule "E" - Fees and Pricing Model
Schedule "F" - Personnel Minimum Requirements
Schedule "G" - Governance and Stewardship
Schedule "H" - Reporting Requirements
Schedule "I" - Conflict Resolution Protocol
Schedule "J" - Privacy Protection Schedule
Schedule "K" - Security Schedule
Schedule "L" - Insurance

SERVICES AGREEMENT

THIS AGREEMENT is made the 14 day of December, 2022.

BETWEEN:

His Majesty the King in right of the Province of British Columbia, represented by the Minister of Children and Family Development

(the "**Province**")

OF THE FIRST PART

AND:

Terrace Child Development Centre Society, a corporation incorporated under the laws of Canada and having a registered office at 2510 Eby Street, Terrace, BC V8G 2X3

(the "**Contractor**")

OF THE SECOND PART

WHEREAS:

A. The Province issued a Request for Proposals ("**RFP**") on **May 10, 2022** in order to procure a service provider to establish and operate a Family Connection Centre in **Terrace**, British Columbia, and aggregate and deliver certain services either directly or via subcontract for children and youth with support needs.

B. The Contractor submitted a response to the RFP and was selected as the successful proponent.

C. The Province wishes to retain the Contractor to provide, and the Contractor agrees to provide, the Services on the terms and conditions contained in this Agreement.

NOW THEREFORE in consideration of the premises and covenants, agreements, representations, warranties and payments set out in this Agreement, the parties agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise provided in this Agreement, capitalized terms will have the meanings given to those terms in the attached **Schedule "A"** *(Definitions)*. Terms defined elsewhere in this Agreement will have the meanings ascribed to them.

1.2 Interpretation

Unless expressly stated otherwise or unless the context otherwise requires, in this Agreement:

(a) a reference to a statute, whether or not that statute has been defined, means a statute of the Province of British Columbia and includes all current and subsequent amendments to it, the regulations under it and any enactment passed in substitution therefor or replacement thereof;

(b) a reference to any international or independent published best practice, code, standard or rule, whether or not expressly named, refers to it as it may be updated or contained in a later published best practice, code, standards or rules, other than in a discussion draft, at the applicable time;

(c) words and defined terms importing the singular include and have a comparable meaning when used in the plural, and vice versa, and words importing gender include all genders;

(d) any approval, consent, authorization, option, right or other discretion exercisable by the Province will be in the Province's sole, absolute and unfettered discretion, and may be conditional;

(e) references to "**person**" include an individual, partnership, association, body corporate, firm, unincorporated organization, society, government or governmental authority, as the context may require;

(f) "**record**" has the meaning given in the *Interpretation Act* and "**records**" will bear a corresponding meaning;

(g) the words "**includes**" and "**including**" are not intended to be limiting; and

(h) any reference to "**knowledge**" of either party or of any officer or other personnel of that party means the knowledge of such party after having made due inquiry, and if such party fails to make such due inquiry, then the knowledge that such party would have had if such party had conducted reasonable inquiry into the subject matter.

1.3 Recitals

The recitals to this Agreement are intended to be a general introduction to this Agreement, and are not intended to expand the scope of the parties' obligations under this Agreement, or to alter the plain meaning of the terms and conditions of this Agreement.

1.4 Headings

The headings and captions in this Agreement are inserted for convenience only, and do not form part of this Agreement or in any way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement. The provision of a table of contents is for convenience of reference only, and will not affect the construction or interpretation of this Agreement.

1.5 Currency

Unless otherwise specified, all references to money in this Agreement are references to the lawful money of Canada.

1.6 Time

Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension. A reference to time is to Pacific Standard Time or Pacific Daylight Saving Time as in effect in British Columbia at the applicable time. Unless otherwise specified in this Agreement, when calculating a period of time expressed as days, weeks, months or years as "after", "from", "of" or "within" which any act is to be done or any step taken, the date that is the reference date for starting the calculation of that period will be excluded and the final date for completing that act or step will be included.

1.7 No Permit or Fetter

This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory power or duty.

1.8 Schedules

All Schedules and any corresponding exhibits attached to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

1.9 Entire Agreement

This Agreement (including any amendment to it) constitutes the entire agreement between the parties and supersedes any other prior agreements, undertakings, declarations, commitments, understandings, proposals, requests for proposals and representations, whether written or oral, express or implied, statutory or otherwise between the parties with respect to the subject matter of this Agreement.

1.10 Construction / Joint Drafting

The parties agree that they have had and will continue to have the benefit of independent legal advice, that they have jointly contributed to the drafting of this Agreement, and that they will contribute jointly to the drafting of any Contract Documents to be prepared in the future pursuant to this Agreement. Accordingly, it is the intention of the parties that the principle of *contra proferentem* will not apply with respect to the interpretation of this Agreement or any other Contract Documents.

1.11 Acting Reasonably

Any requirement in this Agreement for a party to act reasonably, use reasonable efforts, or any variations thereof, will mean that the party will use all reasonable commercial efforts having regard to the surrounding circumstances, unless expressly provided otherwise. Any requirement in this Agreement for the Province to act reasonably, use reasonable efforts, or any variations thereof (including any requirement for approvals or consent by the Province not to be unreasonably withheld) will not, however, require the Province to act in a manner that is contrary to or inconsistent with any policies, directives, executive directions, Treasury Board (as defined in the FAA) decisions, guidelines, rules, regulations, legislation or other determinations of the Province.

1.12 Conflict of Provisions

If there is a conflict or inconsistency between a provision of:

(a) **Schedule "J"** (*Privacy Protection Schedules*);

(b) **Schedule "K"** (*Security Schedules*);

(c) the main body of this Agreement;

(d) any Schedule other than the Privacy Protection Schedules and Security Schedules;

(e) any Contract Document other than those specifically listed in this section 1.12;

then the order of precedence will be the order in which the documents are listed above, subject to any express provision to the contrary in a Contract Document, provided that any such express provision does not conflict with the provisions of **Schedule "J"** *(Privacy Protection Schedules)*, the contents of which Schedules will take precedence.

ARTICLE 2
SERVICES

2.1 Services

During the Term, the Contractor will provide the following services (individually and collectively, the "**Services**") in accordance with this Agreement:

(a) Transition-In Services;

(b) Core Services;

(c) Transition-Out Services; and

(d) all such other or additional services set forth or otherwise described in this Agreement.

2.2 General Performance Requirements

In performing the Contractor's obligations under this Agreement, the Contractor will:

(a) comply with all Applicable Laws and Policies and Procedures;

(b) perform the Services to the highest standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services;

(c) perform the Services in accordance with the Service Delivery Principles set forth in **Schedule "D"** *(Service Delivery Principles)*, as appropriate;

(d) perform the Services to meet the applicable timelines, including any milestone dates and due dates, and where no such dates or timelines are specified, in a diligent and timely manner; and

(e) comply with any reasonable instructions (in writing or otherwise) as to the performance of any Services given by the Province from time to time.

Without limiting to the foregoing, unless otherwise expressly specified in this Agreement, the Contractor will be responsible for providing all hardware (if applicable), software, technologies, facilities, licenses, permits, materials, personnel and other materials required for the Contractor to perform the Services.

2.3 Included or Incidental Services

The parties acknowledge that there are functions, tasks and materials that are not or will not be specifically listed or described in the description of the Services in **Schedule "B"** *(Services)*, but that are customarily required for the proper performance, provision, delivery and use of the Services to be provided pursuant to this Agreement. The parties agree that the delivery or performance of such functions, tasks and materials are implied, and therefore included, in the scope of the Services under this Agreement to the same extent and in the same manner as if those functions, tasks or materials had been specifically described in **Schedule "B"** *(Services)*, and will be delivered by the Contractor as part of the Services. Notwithstanding the foregoing, this section 2.3 is not intended to expand the scope of the Services beyond the Services described in this Agreement, or to require a higher standard of Service delivery than that which is otherwise described in this Agreement, and any such expanded scope or requirement for a higher standard will be subject to a Change Request.

2.4 Business Continuity and Disaster Recovery

The Contractor will develop and maintain a written business continuity and disaster recovery plan that contains procedures for the continued performance of the Services and the Contractor's other obligations under this Agreement in the event of a disaster, Force Majeure Event or other event that results in a significant interruption to the Services. Upon request, the Contractor will provide the Province with a copy of its business continuity and disaster recovery plan. The Contractor will regularly test its business continuity and disaster recovery plan (at least annually) with respect to the Services and will promptly report to the Province the results of such tests. Where the Contractor operates more than one FCC under this Agreement, the Contractor will ensure it has a business continuity and disaster recovery plan for each FCC.

2.5 Knowledge Transfer

Throughout the Term, the Contractor will provide the Province and its personnel with ongoing knowledge transfer with respect to the Services in such manner as may be requested by the Province from time to time, and which will include the provision of the Documentation described in section 2.6. The purpose and extent of the knowledge transfer is so that the Province is a well-informed customer regarding the manner in which the Services are delivered and has sufficient knowledge to understand and obtain the benefit of and, if necessary, to transition and continue the Services previously performed or then being performed by the Contractor.

2.6 Documentation

Without limiting the Contractor's obligations under section 2.3 and **Schedule "B"** *(Services)*, the Contractor will, throughout the Term, create and maintain Documentation which will provide all such complete and correct information as may be required in support of the knowledge transfer obligations described in section 2.3 and **Schedule "B"** *(Services)*.

2.7 Timelines

The Contractor will complete the performance of the Services in accordance with the timelines and deadlines specified in this Agreement. If the Contractor wishes to make any changes to the timelines for performance of the Services, the Contractor will raise the issue through the Relationship Management Process. Subject to Article 22, any delay in performing an event beyond the agreed timeline or deadline will, to the extent to which it is not caused by the action or inaction of the Province, constitute an Event of Default.

2.8 Temporary Suspension of Services

The process for the Province exercising a temporary suspension of Services will be as follows:

(a) The Province may at any time, by written notice to the Contractor, order the Contractor to suspend any particular Services to be provided under this Agreement, and the Contractor must comply with any such order. No fees will be owing in respect of the suspended Services during the suspension period. Unless this Agreement is earlier terminated or expires, no later than ninety (90) days after a suspension goes into effect, the Province must give the Contractor written notice in the same manner that the Province is:

(i) rescinding the suspension order or cancelling the suspension of any of the suspended Services;

(ii) terminating all or any of the suspended Services; or

(iii) terminating this Agreement.

(b) If the Province cancels the suspension of any suspended Services:

(i) no later than ten (10) Business Days from the date of a notice of a suspension order, the Contractor will immediately resume providing the suspended Services; or

(ii) after ten (10) Business Days from the date of a notice of a suspension order, the Contractor will resume providing the suspended Service as soon as practicable, but in any event within fifteen (15) Business Days or such other period as agreed by the Province through the Relationship Management Process.

(c) All times, dates or periods for any suspended Services and related milestones will be deemed adjusted by the same length of time as the suspension period, provided that the Term of this Agreement will not be extended without the written agreement of both parties.

(d) Any unforeseen costs associated with restarting any suspended Services can be raised by the Contractor through the Relationship Management Process.

2.9 Non-Exclusive / Other Service Providers

The Contractor acknowledges and agrees that this Agreement does not grant to the Contractor the exclusive right to perform the Services, or guarantee to the Contractor that it will have the right to supply all or any specific portion of the Services (or any other goods or services, whether the same, similar to, or different from the Services), or that the Province will procure any minimum level of Services under this Agreement. The Province may elect at any time and for any reason to provide all or any part of the Services itself or to engage an Other Service Provider to do so. If the Province so elects, the Contractor will provide to the Province and the Other Service Provider all such reasonable information, assistance and access to Contractor Personnel as may be requested by the Province pursuant to, and in accordance with, Article 21. If the Province engages an Other Service Provider to provide all or any portion of the Services, if requested by the Contractor, the Province will require the Other Service Provider to enter into a non-disclosure agreement among each of the Province, the Contractor, and the Other Service Provider.

ARTICLE 3
CHANGE REQUEST PROCESS

3.1 Changes to the Services

The Province may propose changes to the Services (each, a "**Change**") without invalidating or committing a breach of this Agreement. For greater certainty, the processes described in this Article 3 pertain only to changes to the scope and nature of the Services set out in **Schedule "B"** (*Services*).

3.2 Ordinary Course Changes

From time to time during the Term, the Province may require changes to any Services in the ordinary course of its operations, which do not have a material impact on either:

(a) the delivery and performance of the Services; or

(b) the cost of providing the Services ("**Ordinary Course Changes**"). Requests for Ordinary Course Changes will be submitted in writing by the Province Director to the Contract Manager.

The parties agree that Ordinary Course Changes are within the scope of the Services, and will not result in the payment of additional Fees by the Province to the Contractor. Ordinary Course Changes may be implemented without the need for an Approved Change Request, although the Contractor will retain a record of each Ordinary Course Change performed.

3.3 Other Changes – Change Request Process

In addition to Ordinary Course Changes, the parties acknowledge that certain other changes to the Services may be required or desirable. In the case of Changes that are not Ordinary Course Changes, the following process will apply:

(a) The Province may request a Change by submitting a written request ("**Change Request**") to the Contract Manager, which will include all relevant information reasonably required for the proper consideration of the requested Change;

(b) If requested by the Contractor within five (5) Business Days after receipt of a Change Request, the parties will within ten (10) Business Days after such request, meet through the Relationship Management Process to clarify and provide further information regarding the proposed Change;

(c) Within ten (10) Business Days of the receipt of a Change Request or, if a meeting has been held pursuant to subsection 3.3(b), within ten (10) days of that meeting (or such longer or shorter period as may be agreed by the parties acting reasonably and having regard to the nature and complexity of the Change Request), the Contractor will prepare and submit to the Province a proposal ("**Proposal**") in accordance with subsection 3.3(d);

(d) A Proposal must include a detailed description of the proposed Change, pricing (including any options regarding scope and functionality with associated pricing options), as well as the impact of, and any associated risk resulting from, the proposed Change, including with respect to the following matters, as appropriate:

(i) Fees and any other amounts to be paid by the Province;

(ii) the performance and use of the Services;

(iii) timing of both existing and future Services and Deliverables;

(iv) security;

(v) the protection of Personal Information; and

(vi) any other information related to this Agreement or the affected Services or Deliverables that may be impacted by the Change;

(e) Unless otherwise agreed by the Province, all pricing included in a Proposal must be completed in accordance with the cost estimate reporting requirements set out in **Schedule "E"** *(Fees and Pricing Model)*;

(f) The Province will evaluate and respond to a Proposal within ten (10) Business Days of receipt (or such longer period as the parties may agree acting reasonably and having regard to the nature and complexity of the Change). The Province may, but will not be obliged to accept all or any part of a Proposal. Upon Execution by the Province, a Proposal (including any agreed amendments thereto) will become an "**Approved Change Request**", and will be binding upon the parties;

(g) The Contractor will not reject a Change Request initiated by the Province unless:

(i) the Contractor is unable to make the Changes contemplated by the Change Request as a result of technical impediments that are commercially unreasonable to overcome; or

(ii) the Change requested will result in a material adverse effect on the Contractor's ability to comply with its obligations regarding security or the protection of Personal Information, or any other material terms or conditions of this Agreement (each an "**Adverse Impact**").

If the Contractor believes that any Change Request initiated by the Province will result in an Adverse Impact, the Contractor will request a meeting with the Province in accordance with subsection 3.3(b), and will in advance of that meeting provide the Province with a written explanation of the Adverse Impact, including details of the Adverse Impact and suggested reasonable alternatives to the Change Request or means of mitigating the effects of the Adverse Impact. If the Province requires that the Change Request be implemented as requested notwithstanding the Adverse Impact to the Contractor, then the impact of the Change Request, including on the Fees and the Contractor's affected obligations under this Agreement, will be addressed through the Relationship Management Process; and

(h) If the Contractor has rejected a Change Request, or if the parties are otherwise unable to agree on the corresponding increase or decrease to the Fees, or any other aspect of a Change Request then, notwithstanding any Adverse Impact, the Province may direct the Contractor to, and the Contractor will, implement the Change Request and the matter will be concurrently treated as a Dispute to be resolved pursuant to the Dispute Resolution Process.

3.4 Implementation of Approved Change Requests

Unless otherwise expressly agreed in the Approved Change Request, the Contractor will be solely responsible for implementing an Approved Change Request.The Contractor will use all reasonable means to minimize disruption to the use and delivery of the Services, and to the business operations of the Province as a result

of the implementation of an Approved Change Request. The cost of implementing an Approved Change Request will be borne as agreed in the Approved Change Request, or as otherwise provided in this Agreement.

3.5 Amendment of this Agreement

Each Approved Change Request will constitute an amendment to this Agreement. Provided that the Approved Change Request relates solely to Changes to the nature and scope of the Services and does not require any terms or conditions of this Agreement to be modified, this Agreement will be interpreted as amended by the Approved Change Request from and after the effective date of the implementation of an Approved Change Request, and this Agreement, as so amended, will continue in full force and effect for the remainder of the Term. Any Proposal or Approved Change Request requiring any terms and conditions of this Agreement to be modified, whether or not executed by the parties, will not bind either party unless and until executed by their authorized signatories by way of a formal amendment to this Agreement in accordance with section 23.6.

3.6 Record of Changes

Throughout the Term, the Contractor will maintain an accurate and complete record of all Changes to the Services contemplated by this Article 3. The record must be maintained as a server-based record and in such other forms as the parties may agree pursuant to the Relationship Management Process, and must be available to the Province at all times, including during any Transition-Out Period.

ARTICLE 4
RELATIONSHIP MANAGEMENT

4.1 Relationship Management

During the Term, the relationship of the parties (including the mechanisms by which they will manage this Agreement) will be governed by the provisions of this Article 4, and the processes, procedures and provisions set forth in **Schedule "G"** *(Governance and Stewardship)*.

4.2 Cooperation of the Parties

Each party will cooperate with the other, in good faith, in the performance of its obligations under this Agreement. In connection therewith, each party will make available, as reasonably requested by the other party, such management decisions, information, approvals and acceptances such that the provision of the Services may be accomplished in a proper, timely and efficient manner and in accordance with the processes and procedures set forth in this Agreement. Unless specifically provided otherwise in this Agreement, where an agreement, approval, acceptance or consent of the other party is required by any provision of this Agreement, then such action will not be unreasonably withheld or delayed having regard to all of the surrounding circumstances.

4.3 Assessments and Reviews

Without limiting the generality of section 4.2, the Contractor agrees that it will participate in, update, and generally provide all such reasonable assistance as the Province may require in connection with any Security Threat and Risk Assessment, Privacy Impact Assessment, and other assessment, inspection or review related to the Services, and agrees to implement any recommendations or required Changes resulting from the inspection or review within the time specified by the Province or, if no time is specified, within a reasonable time.

4.4 Power and Authority of the Contractor

Except as otherwise set forth in this Agreement, the Contractor will have the power and authority to take such actions as it deems to be necessary or advisable to perform the Services in accordance with the terms and conditions set forth in this Agreement; provided, however, that the Contractor will not take any action under this Agreement if such action is:

(a) subject to the approval of the Province, without having received such approval; and

(b) subject to consultation with the Province, without having undertaken such consultation.

For greater certainty, no such approval or consultation will in any manner relieve the Contractor from performing its obligations or delivering the Services as contemplated under and in accordance with the express terms of this Agreement, nor will such approval or consultation have any effect on the allocation of risk to the Contractor as a result of the covenants, obligations and requirements of the Contractor under this Agreement.

ARTICLE 5
CONTRACTOR PERSONNEL

5.1 Contract Manager

Upon the execution of this Agreement, the Contractor will appoint a contract manager (the "**Contract Manager**") who will be the Province's primary point of contact with the Contractor with respect to all matters arising under this Agreement. The Contract Manager will have sufficient authority to make operational decisions on behalf of the Contractor in respect of the performance of the services, including in relation Contractor Personnel.

5.2 General Principles Regarding Contractor Personnel

At all times during the Term, the Contractor will employ sufficient Contractor Personnel to perform the Services in accordance with the terms and conditions of this Agreement. Without limitation:

(a) the Contractor is solely responsible to the Province for the management and supervision of, and for the acts, omissions, performance of, and damage caused by Contractor Personnel in the performance of the Services;

(b) the Contractor will ensure that all Contractor Personnel performing the Services:

(i) possess the necessary skills, expertise, and experience to deliver, carry out and complete the tasks which they are assigned, including any skills and qualifications specified in **Schedule "B"**(*Services*) and **Schedule "F"** *(Personnel Minimum Requirements)*, in a good and proficient manner, consistent with the highest industry standards of skills and professionalism;

(ii) comply with all privacy, security and confidentiality obligations under this Agreement (including all restrictions regarding the use, transmission and storage of Personal Information, and all obligations regarding privacy training); and

(iii) comply with all applicable terms and conditions governing the use of any Third-Party Materials, as advised by the Province.

(c) upon written request by the Province, or where otherwise necessary, appropriate or prudent to do so given the nature of the Services to be performed or of the Province Confidential Information being accessed, used or disclosed, the Contractor will at its expense conduct, or ensure that Subcontractors conduct, appropriate background checks with respect to the applicable Contractor Personnel prior to such persons commencing to provide the Services;

(d) the Contractor is solely liable and responsible (to the exclusion of the Province) for all costs, expenses, liabilities or claims, whenever incurred, relating to:

(i) salaries and other compensation payable to Contractor Personnel;

(ii) labour relations proceedings or orders, grievances, arbitration proceedings or unsatisfied arbitration awards relating to Contractor Personnel;

(iii) strikes or other actions due to labour disputes involving its Contractor Personnel; and

(iv) complaints, Claims, decisions, applications, orders or prosecutions under any employment or labour standards, occupational health and safety, workers' compensation, pay equity, employment equity and human rights legislation relating to Contractor Personnel, regardless of the time that the matter or event giving rise to any such costs, expenses, liabilities or Claims arises or occurs, and for greater certainty, unless provided otherwise under the terms of this Agreement, none of the costs, expenses, liabilities or Claims referred to in this subsection 5.2(c) will be subject to reimbursement by the Province to the Contractor;

(e) the Contractor will deal with its Subcontractors in such a manner that the Province will have no liability resulting from the failure of the Subcontractors to meet the same responsibilities and payment obligations as are described in subsection 5.2(c), above, with respect to its personnel and Subcontractors;

(f) the Contractor will, and will cause all Contractor Personnel to comply at all times with all applicable collective agreements, employment standards, occupational health and safety, workers' compensation and human rights legislation, and other Applicable Laws relating to Contractor Personnel;

(g) the Province may require the removal and/or replacement of any Contractor Personnel, even if the Contractor Personnel had been previously approved by the Province. All requests for removal and/or replacement of Contractor Personnel will be made in writing to the Contractor. The replacement of Contractor Personnel must be effected by the Contractor within thirty (30) days of receipt of the Province's request and will be at the Contractor's sole expense. Unless otherwise agreed by the Province, replacement Contractor Personnel must possess equivalent or better skills, knowledge, training, qualifications and experience than the person who they are replacing; and

(h) the Contractor is solely liable and responsible for, to the exclusion of the Province, any additional payments, losses, costs or damages arising from or otherwise relating to the termination by the Contractor or by any Subcontractor of any Contractor Personnel, and the Contractor and the Subcontractors will not be reimbursed by the Province for any such additional payments, losses, costs, damages, Claims, or liabilities.

ARTICLE 6
SUBCONTRACTORS

6.1 Responsibility for Subcontractors; Exercise of Contractor Rights by Subcontractors

The Contractor is solely responsible for supervising and ensuring that Subcontractors fully comply with this Agreement in performing the Contractor's subcontracted obligations, as if the obligations had been wholly performed by the Contractor. For greater certainty, any rights granted to the Contractor under this Agreement for the purpose of performing a Contractor obligation may be exercised by a Subcontractor solely for the purpose of performing that obligation; provided always that the exercise by a Subcontractor of any Contractor right will be subject to the terms and conditions of this Agreement. The Contractor is liable to the Province for the acts and omissions of all Subcontractors and their personnel, including any breach of the terms of this Agreement. Under no circumstances will a contractual relationship exist, or be deemed to exist, between the Province and any Subcontractor, and no Subcontract (whether approved by the Province or not) or other contract will relieve the Contractor of any of its obligations under this Agreement or impose any obligation or liability upon the Province in relation to any Subcontractor. Without limiting the general nature of the foregoing, the Contractor is solely responsible for all fees, charges, expenses and other amounts payable to its Subcontractors.

6.2 Subcontract Terms

The Contractor will ensure that enforceable written contracts are in place with all Subcontractors (each, a "**Subcontract**") prior to the commencement of any subcontracted obligations. The Contractor will ensure that no Subcontract includes any term or provision that is inconsistent with, or contrary to, the terms and conditions of this Agreement, or any applicable Policies and Procedures or Applicable Laws. Furthermore, each Subcontract must contain provisions:

(a) enabling the Contractor to terminate the Subcontract, or to suspend or cancel any portion of the Services to be provided pursuant to the Subcontract, in the event that the Province terminates this Agreement or suspends or cancels all or a portion of the Services;

(b) preserving the Province's rights and benefits under this Agreement without the need for further action by the Province;

(c) requiring that the Subcontractor fully adhere and comply with this Agreement, to the extent applicable, in performing the subcontracted obligations, and ensure its personnel are similarly bound, including complying with obligations regarding privacy, security, the protection of Province Confidential Information (including all Personal Information), Intellectual Property, audits, insurance, and workers' compensation; and

(d) releasing the Province from any liability with respect to the Subcontractor and its personnel.

6.3 List of Subcontractors and Subcontractor Information

The Contractor will provide the Province with a complete list of all Subcontractors performing any Services:

(a) Within 30 days of the Effective Date;

(b) on the Assumption of Service Date and every 6 months thereafter; and

(c) at any other time during the Term upon the Province's request.

In addition to the list of Subcontractors, the Contractor will provide such other information reasonably requested by the Province about any Subcontractors that relates to this Agreement or the Subcontractor's provision of Services pursuant to this Agreement.

6.4 Removal of Subcontractor

The Province may, in its absolute discretion, direct the Contractor to remove or exclude any Subcontractor from the provision of the Services where:

(a) the Province, acting reasonably, considers a Subcontractor unsuitable for the work or tasks assigned to such Subcontractor;

(b) the background check results or credentials of a Subcontractor are not satisfactory to the Province, acting reasonably;

(c) due to the breach, wilful misconduct, fraud or other forms of malfeasance by a Subcontractor, the continued use of such Subcontractor will or could have a detrimental effect on and is no longer in the best interest of the Province;

(d) the Province considers, acting reasonably, that the retention of a Subcontractor presents a potential privacy, security or confidentiality risk; or

(e) the acts or omissions of a Subcontractor reflect unfavourably on the good name and reputation of the Province or the Province's program for delivering services for children and youth with support needs more generally.

ARTICLE 7
REPORTING

7.1 Generally

During the Term, the Contractor will prepare or cause to be prepared, and will provide to the Province, all reports and information relating to the performance of the Services and the Contractor's other obligations under this Agreement, as required by the Province and set forth in **Schedule "H"** *(Reporting Requirements)*.

7.2 Review and Changes to Reporting Requirements

The parties, through the Relationship Management Process, will conduct an annual review of then-current reporting requirements under this Agreement, and will consider any changes that the Province determines to be appropriate or desirable.

7.3 Format of Reports

The Contractor will provide all reports to be provided to the Province under this Agreement in the format, and using such means as may be directed by the Province to the Contractor from time to time. Without limitation, to the greatest extent possible, the Contractor will use web-enabled reports and direct electronic access to data and query reports, and will minimize the amount and types of paper-based reporting.

ARTICLE 8
FEES AND PAYMENT

8.1 Fees

The Fees payable by the Province in respect of the Services and Deliverables will be in the amounts and payable at the times or upon the achievement of the milestones set out in this Article 8, **Schedule "E"** *(Fees and Pricing Model)*.

The Province has the right to set-off any Fees, expenses and other amounts owed by the Province to the Contractor against any amounts that would otherwise be owed by the Contractor to the Province.

8.2 Withholding of Payment

The Province may:

(a) withhold payment on any portion of a Contractor invoice that is disputed in good faith, until the Dispute is resolved in accordance with the Dispute Resolution Process; and

(b) withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents, against any Claims or Losses that have arisen or that could arise in connection with the provision of the Services under or in connection with this Agreement. Withholding of any amounts by the Province in accordance with this section 8.2 will not constitute a breach of this Agreement.

8.3 Interest on Overdue Payments

Notwithstanding any other provision of this Agreement or contained in any statement of account or other document issued by the Contractor, interest will not accrue to the Contractor or be calculated on overdue accounts, except at the rate prescribed, and commencing no earlier than the 61st day after the receipt by the Province of an undisputed invoice and as otherwise calculated in accordance with the *Interest on Overdue Accounts Payable Regulation* then in effect under the FAA. For greater certainty, interest will not be owing in respect of any payments that are set-off or withheld in accordance with this Article 8.

8.4 Interest on Overpayment and Other Payments due to the Province

The Province may charge the Contractor interest on any overpayment collected by the Contractor from the Province and on any other payments required under this Agreement to be paid to the Province, at the rate prescribed and as calculated in accordance with the *Interest on Overdue Accounts Receivable Regulation* then in effect under the FAA.

8.5 Appropriation

Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor pursuant to this Agreement is subject to:

(a) there being sufficient monies available in an appropriation, as defined in the FAA, to enable the Province, in any Fiscal Year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and

(b) Treasury Board, as defined in the FAA, having not controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in ssubsection 8.5(a).

8.6 Prohibition against Committing Money

Without limiting any other provision of this Agreement, the Contractor will not, in relation to the performance of its obligations under this Agreement, commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

8.7 Taxes payable by the Province

The Province will pay all applicable sales taxes payable in respect of the Services purchased from the Contractor under this Agreement in accordance with Applicable Laws. The Contractor is solely responsible for the payment of all income taxes assessed or levied against it or its business, as well as any employee benefits.

8.8 Refund of Taxes by the Contractor

The Contractor will:

(a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor, or agreed to pay or reimburse to the Contractor, under this Agreement; and

(b) immediately upon receiving or being credited with any amount applied for under subsection 8.8(a), remit that amount to the Province.

8.9 Withholding of Taxes

The Contractor agrees that if the Province is required by Applicable Laws to deduct or withhold any amount on account of taxes ("**Withholding Taxes**") due or accruing in connection with any amounts payable to the Contractor under this Agreement, then the Province will have the right to deduct and withhold such Withholding Taxes from the amounts owing to the Contactor, and to pay the same to the appropriate governmental agency or taxing authority, unless the Contractor receives a tax waiver from the appropriate authority and provides a copy to the Province. All such Withholding Taxes paid by the Province for the benefit of the Contractor to a government agency or taxing authority will be deemed to have been made in satisfaction of the same amount due by the Province under this Agreement. The Province will have no responsibility for any such Withholding Taxes remitted to a government agency or taxing authority other than to provide the Contractor with such forms or reports as the taxing authority directs the Province to provide.

ARTICLE 9
RECORDS

9.1 Maintenance of Records

During the Term and for such longer period as may be required by the *Information Management Act*, the Contractor will:

(a) maintain and, as appropriate, cause its Subcontractors to maintain, accurate and complete rrecords related to this Agreement and to the Services and Deliverables provided by the Contractor under this Agreement, including supporting documentation, in accordance with prevailing industry standards and as may otherwise be required or necessary:

(i) for the Contractor to meet any reporting or record keeping requirements referred to in this Agreement;

(ii) to fully inform the Province of the work done and to be done by the Contractor and any Contractor Personnel pursuant to this Agreement; and

(iii) to enable the Province to verify compliance by the Contractor and any Subcontractor with the terms of this Agreement, and to ascertain the accuracy of all financial matters arising under this Agreement.

9.2 Form of Records

The records must be in a form and content satisfactory to the Province. Without limiting the generality of the foregoing, the Contractor will ensure that records with respect to the performance of the Services will conform, to the extent applicable, with Canadian Generally Accepted Accounting Principles (GAAP), the requirements of Applicable Laws, and the Province's Administrative Records Classification System (ARCS) and Operational Records Classification Systems (ORCS), as they may be amended from time to time.

9.3 Custody of Province Records

The Contractor will have Custody of the Province records from the later of:

(a) the date that Custody is granted to the Contractor by the Province; or

(b) the date of the creation or coming into existence of the Province record,

in accordance with the provisions of this Agreement.

9.4 Access

During the Term, and for such longer period as may be required by the *Information Management Act*, the Contractor will, within 72 hours of receipt of a written request, provide the Province, its Auditors and other authorized representatives of the Province with access including, where applicable and practicable to do so, with electronic access, to the following:

(a) all records, including Contractor Records, Province records, and Personal Information, related to the Services and Deliverables then in the Custody of the Contractor, wherever maintained; and

(b) any property or facility, including without limitation the FCC, at which the Services are being performed, where such records are housed, or where any records, Province records or Personal Information are physically maintained or stored.

9.5 Control of Province Records

The Province Records are and will remain the property and under the control of the Province and, accordingly, the Province records will continue to remain subject to the requirements of the *Information Management Act*, the *Electronic Transactions Act*, the *Interpretation Act*, FOIPPA, and all Policies and Procedures related thereto. The Contractor will comply with the requirements thereof in respect of the Province records as though each such Act or Policy and Procedure applied to the Contractor directly. In addition, the Contractor will:

(a) subject always to its obligations with respect to security, Confidential Information and the protection of Personal Information, not exploit, disclose, use or permit to be exploited, disclosed or used, any Province records other than as may be required for the purpose of providing the Services in accordance with this Agreement;

(b) not sell, transfer to another jurisdiction or to the Custody of any other person, destroy or otherwise dispose of the Province records without the approval and direction of the Province, or as contemplated under this Agreement;

(c) return the Province records to the Province upon written request from the Province or as may otherwise be required or permitted under this Agreement;

(d) at the request and expense of the Province, provide written or electronic copies of Province records for storage at Province Facilities or the facilities of any applicable regulatory body or agency, as the Province may require;

(e) maintain the safekeeping and integrity of the Province records in accordance with the records protocols set forth in applicable Policies and Procedures, and with the provisions of Article 16 and Article 17; and

(f) store all Province records separately from other records in the Contractor's Custody, and ensure that they are clearly identified as Province records.

9.6 Final Return of Province Records

Except as may be otherwise required by the Province, upon the later of:

(a) the termination or expiry of this Agreement; or

(b) the termination or expiry of any Transition-Out Period to which the Province records relate, the Contractor will deliver all Province records then in its Custody to the Province, including all full and partial copies thereof.

9.7 Storage and Disposal of Records

The Contractor will not destroy or dispose of any Province records without the prior written approval of the Province. If the Province requests, in writing, that the Contractor destroy or dispose of any Province records, the Contractor will comply with all applicable Policies and Procedures, Applicable Laws and any directions from the Province regarding the destruction or disposal of the Province records.

9.8 Unauthorized Loss or Destruction of Province Records

In the event that any Province records are destroyed, lost or altered, other than as permitted under this Article 9, due to any act or omission of the Contractor or any Contractor Personnel (whether such persons are acting within or outside the scope of their employment or consulting retainer), the Contractor will be responsible, at its cost, for restoring Province records to the most recently available electronic back-up copy or, where a back-up copy is not available, upon the Province's request, restoring or reconstructing the Province records utilizing electronic means, provided that such restoration or reconstruction is commercially reasonable.

ARTICLE 10
AUDIT

10.1 Audit

At any time during the Term and for a period of two (2) years after the expiration or termination of this Agreement, the Province may appoint an internal or external auditor, inspector, professional advisor or other

representative ("**Auditor**") to audit, review, inspect, confirm and/or verify any aspect of this Agreement and the Contractor's performance of its obligations under this Agreement, including:

(a) any matter related to the Services, including:

(i) the Contractor's compliance with this Agreement, associated terms and conditions of this Agreement, Applicable Laws, the Policies and Procedures, and all applicable privacy and security requirements;

(ii) the Contractor's general controls, certifications, accreditations, practices and procedures in connection with the Services; and

(iii) the completeness and accuracy of records and any other documentation or material provided by the Contractor to the Province;

(b) the records and supporting documentation referred to in Article 9; and

(c) operational and other audits as may be requested or otherwise required to be undertaken under the FAA or any other Applicable Law regarding any aspect of this Agreement.

10.2 Conduct of the Parties

In connection with the rights granted to the Province pursuant to section 10.1:

(a) The Province will:

(i) use reasonable endeavours to cause any audits and inspections to be performed during the Contractor's normal business hours and, unless the Province reasonably believes the Contractor to be in breach of this Agreement, upon written notice to the Contractor that is reasonable under the circumstances;

(ii) use reasonable endeavours not to hinder or interfere with the delivery of any Deliverables or the performance of the Services by the Contractor, or with the Contractor's other business operations; and

(iii) comply, and cause its Auditors to comply, with reasonable security, confidentiality and other similar policies of the Contractor while at the Contractor's premises, provided that:

(A) the Province has been provided with reasonable prior written notice of such policies;

(B) the policies are not in violation of any applicable statutory powers, duties, professional rights, or obligations of the Auditors;

(C) the policies do not unduly hinder or interfere with the conduct of the audit or inspection; and

(D) the policies are not otherwise contrary to the Province's legal rights or obligations, or any applicable Policies and Procedures.

If required by the Contractor, the Province will require its Auditors to execute a tripartite non-disclosure agreement among each of the Province, the Contractor, and the Province's Auditors, in a form approved by the Province, provided that the execution of such non-

disclosure agreement is compatible with, or not in contravention of, any statutory professional or other obligations or standards by which the Auditors may be bound. Notwithstanding the foregoing or anything to the contrary in this Agreement, any access to Contractor's premises or facilities must be pre-arranged, escorted, and will be limited to only the books, records and other documentation in respect to the Services and Deliverables, provided, however, that neither the Province nor its Auditors will be entitled pursuant to this Agreement to access any information of Contractor in respect of Contractor's other clients or any information of Contractor in respect of Contractor's costs related to the Services.

(b) The Contractor will, and will cause all Contractor Personnel to:

(i) cooperate with any Province inspections, investigations and audits;

(ii) make available on a timely basis all information and records requested by the Province and its Auditors;

(iii) provide the Province and its Auditors with assistance in obtaining access to such information and records, as may be reasonably requested, including providing access the Contractor's facilities and any equipment at those facilities used to provide the Services; and

(iv) permit the Province and its Auditors to examine and make copies of any paper and electronic records, correspondence, accounting procedures and practices, and any other relevant supporting financial or operational data pertaining to the delivery of the Services and the performance by the Contractor of its other obligations under this Agreement.

10.3 Costs

Except as provided in section 10.4, each party will bear its own costs in connection with an audit or inspection under this Article 10 including, in the case of the Contractor, the cost of the time and effort of the Contractor and Contractor Personnel to comply with any requests or requirements of the Province or an Auditor.

10.4 Deficiencies

If an audit or investigation under this Article 10 reveals a material deficiency, as determined by the Province in its discretion, then the following will apply:

(a) if the audit or investigation reveals an overcharge by the Contractor, then:

(i) within five (5) Business Days after receipt of notice of the overcharge, the Contractor will provide to the Province, at the Province's option, either a cash refund or invoice credit equal to the amount of the overcharge; and

(ii) if the amount of the overcharge is more than 5% of the amount of Fees and other amounts that should have been paid during the audited period, the Contractor will reimburse the Province, either by cash refund or invoice credit, for the Province's reasonable costs incurred in connection with the audit or investigation; and

(b) if the audit or investigation reveals any other material deficiency, unless otherwise specifically provided in this Agreement, the parties must meet as soon as possible in accordance with the

Relationship Management Process, to discuss and address the deficiency. Subject to any alternate resolution agreed by the parties pursuant to the Relationship Management Process, the Contractor will, as soon as practical (and subject to any timelines reasonably requested by the Province), develop and present to the Province a corrective action plan to be undertaken by the Contractor to resolve the deficiency, and Contractor's target date to implement the corrective action plan. The corrective action plan will contain sufficient detail so as to allow the Province to review and comment on the plan. Unless otherwise agreed by the parties in accordance with the Relationship Management Process, the Contractor will remedy, at its expense, the deficiency in accordance with the corrective action plan and any comments provided by the Province, in a timely manner reasonably acceptable to the Province. Without limiting the Province's audit and inspection rights under this Agreement, the Province shall have the right to conduct a follow up audit or inspection, as applicable, in respect of the Contractor's implementation of any corrective action plan undertaken pursuant to this section.

10.5 Survival

The Province's inspection and audit rights will survive the expiration or termination of this Agreement, subject to any applicable limitation period prescribed by Applicable Laws.

ARTICLE 11
REPRESENTATIONS, WARRANTIES AND COVENANTS

11.1 Province Representations and Warranties

The Province represents and warrants to the Contractor, and covenants with the Contractor that:

(a) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement;

(b) this Agreement has been duly authorized by all necessary action of the Province, and constitutes a valid, subsisting and legally binding obligation upon the Province that is enforceable against the Province in accordance with its terms; and

(c) the observance and performance of the terms and conditions of this Agreement will not constitute a breach of any statute or regulation of the Province or of Canada by which it is bound.

11.2 Contractor Representations and Warranties – Capacity and Performance

The Contractor represents and warrants to the Province and covenants with the Province that, throughout the Term:

(a) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with its terms;

(b) this Agreement has been duly authorized by all necessary action of the Contractor, and constitutes a valid, subsisting and legally binding obligation upon the Contractor that is enforceable against the Contractor in accordance with its terms;

(c) the Contractor is not insolvent, and is able to pay its debts as they become due in the ordinary course of business;

(d) in the performance of its obligations, the Contractor will comply with all Applicable Laws, rules, regulations and Policies and Procedures, as they may be amended from time to time, and will be responsible for ensuring compliance by its Subcontractors;

(e) the observance and performance of the terms and conditions of this Agreement will not constitute a breach of any law, statute or regulation by which the Contractor may be bound, or a breach or default under any contract or agreement to which the Contractor is a party;

(f) the Contractor is not under any current obligation or restriction, nor will it knowingly assume any such obligation or restriction, that does or could interfere or conflict with the performance of the Contractor's obligations under this Agreement;

(g) the Contractor has sufficient trained staff, facilities and appropriate equipment to enable it to fully perform its obligations under this Agreement;

(h) with the exception of any information provided by the Province and which is incorporated into the Contractor's documents, all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement, including all information provided by the Contractor to the Province in the course of the procurement process prior to entering into this Agreement, including in the RFP Response, are true and correct and not misleading in any material respect, and the Contractor has not failed to disclose any further information necessary in order to make the information disclosed not misleading in any material respect;

(i) the Contractor has no knowledge of any fact or of any legal Claim against it that will materially adversely affect or, so far as it can foresee, may materially adversely affect its properties, assets, condition (financial or otherwise), business, operations, or ability to fulfil its obligations under this Agreement;

(j) the Contractor will conduct its business in relation to the Services in a professional and competent manner that will reflect favourably on the good name and reputation of the Province, and will refrain from engaging in any unfair or deceptive trade practice, unethical business practice, or any other practice or conduct that could reflect unfavourably upon the Province;

(k) the Contractor has filed all Taxes, corporate information and other returns required to be filed by the laws of British Columbia and Canada, and has paid all Taxes, fees and assessments calculated to be due by it under those laws;

(l) the Contractor has, and has ensured that all Subcontractors have, obtained all necessary consents and permissions for the collection, use and disclosure of all Personal Information to be collected, used and/or disclosed by it pursuant to this Agreement, including any Personal Information belonging to Contractor's Personnel; and

(m) the Contractor will obtain, and maintain throughout the Term, at its sole expense, all arrangements, licenses, subscriptions, permits and approvals from third parties as are necessary or advisable, including government entities and Third Party Providers, to ensure that the Contractor and all Contractor Personnel can fully perform their obligations, and that the Province can fully exercise its rights under this Agreement.

11.3 Representations and Warranties Relating to Contractor Personnel

The Contractor represents and warrants to the Province and covenants with the Province that, throughout the Term:

(a) the Contractor will, at its own expense, arrange, supply and be wholly responsible for all labour required in connection with the performance of the Contractor's obligations in accordance with this Agreement;

(b) the Contractor has taken all such actions that it is required to take in respect of Subcontractors under this Agreement including the incorporation into enforceable Subcontracts, when required pursuant to section 8.4, of all relevant obligations required for the performance by such Subcontractors of the Contractor's subcontracted obligations in accordance with the terms of this Agreement;

(c) the Contractor will ensure that all Contractor Personnel who are engaged in the provision of the Services, are adequately trained, fully instructed and supervised;

(d) the Contractor and all Contractor Personnel possess the skills, expertise, experience and training required pursuant to this Agreement; and

(e) the Contractor will comply, and ensure that all Subcontractors comply, with all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia and similar laws in other jurisdictions.

11.4 Reliance by the Province

All representations, warranties and covenants made or provided by the Contractor under this Agreement are material and will conclusively be deemed to have been relied upon by the Province, notwithstanding any prior or subsequent investigation by the Province.

ARTICLE 12
PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY

12.1 Ownership of Province Materials

Notwithstanding any other provision of this Agreement:

(a) the Province owns and retains all right, title and interest in, to and associated with all Province Materials and all related Intellectual Property Rights;

(b) the Contractor will not acquire any right, title or interest in, to or associated with any Province Materials or other Province Intellectual Property, or any related Intellectual Property Rights, other than as expressly provided in this Article 12;

(c) the Contractor will promptly return to the Province or, at the Province's option, destroy all Province Materials and other Province Intellectual Property (including all copies) in the Contractor's possession or control:

(i) at any time upon request by the Province;

(ii) after the Contractor's completion of the work for which the Province Materials and other Intellectual Property were provided to the Contractor; and

(iii) upon expiration or termination of this Agreement.

12.2 Province Data

Without limiting the generality of section 12.1, the Contractor acknowledges and agrees that, as between the parties, the Province owns all Province Data. Neither the Contractor nor any Contractor Personnel may use any Province Data other than as required for the purpose of providing the Services and then, only in accordance with this Agreement. For greater certainty, under no circumstances may the Contractor or any Contractor Personnel monetize or commercialize any Province Data, whether or not such data has been aggregated or otherwise anonymized.

12.3 Marks and Logos

The Contractor will not use any trademarks, official marks, business names, trade names, domain names, trading styles, logos, or other distinguishing marks ("**Marks**") of the Province, whether registered or unregistered, for any purpose, whether in conjunction with the performance of the Services or otherwise, without the express prior written permission of the Province. Use of any Contractor, Subcontractor or other third party Marks on or in any Work Product is subject to the prior approval of the Province.

12.4 Use of Province-Licensed Items

The Contractor will, and will ensure that all Contractor Personnel, use any Province-Licensed Items solely for the purpose of performing the Services in accordance with this Agreement. The Contractor acknowledges that the Contractor's access to or use of any Province-Licensed Items may be subject to additional terms, conditions and restrictions with the applicable Third Party Provider and/or the Province, and agrees that it will comply, and will ensure that all Contractor Personnel comply, with all such additional terms, conditions and restrictions, as directed by the Province.

12.5 Work Product Assignment, Waiver and Transfer

(a) The Province will solely own all right, title, and interest in, to and associated with each Work Product and all related Intellectual Property Rights. Neither the Contractor nor any Contractor Personnel will retain any right, title or interest in, to or associated with any Work Product or any related Intellectual Property Rights, and will not authorize any other person to use, reproduce, modify (including creating derivative works), and distribute any Work Product or any related Intellectual Property Rights in any manner or for any purpose other than as required for the performance of the Contractor's obligations under this Agreement.

(b) The Contractor:

(i) hereby irrevocably and unconditionally assigns and transfers to the Province, effective as of the date that each Work Product is created, all right, title and interest throughout the world in, to and associated with each Work Product and all related Intellectual Property Rights, free and clear of any and all liens, encumbrances, charges and interests whatsoever of any other person, without any limitation of time and without restriction; and

(ii) represents and warrants that it has obtained duly executed written agreements that irrevocably and unconditionally waive in the Province's favour any and all non-transferable

rights (including all moral rights and rights of authorship and attribution), which the Contractor or Contractor Personnel may have in the Work Product, and confirm the vesting in the Province of all Intellectual Property Rights in the Work Product.

Upon request, the Contractor will deliver to the Province documents satisfactory to the Province which evidence that Contractor Personnel how have contributed to the development or creation of Work Product have assigned and transferred their rights in respect of such Work Product to the Contractor and provided the waiver contemplated in section 12.5(b)(ii).

(c) Sections 12.5(a) and (b) will not apply to Contractor Materials or Third Party Materials that are incorporated into any Work Product.

12.6 Province License to Contractor

The Province hereby grants to the Contractor for the Term a non-exclusive, revocable, worldwide, non-transferrable, fully paid-up, royalty-free right and license for the Contractor and Contractor Personnel to use the Province Materials and the Work Product, solely as necessary for the purpose of permitting the Contractor and the Contractor Personnel to perform the Contractor's obligations under this Agreement.

12.7 Ownership of Contractor Materials

As between the parties, and except as expressly set forth in this Agreement, the Contractor owns and retains all right, title, and interest in, to and associated with all Contractor Materials, including all related Intellectual Property Rights. For greater clarity, the ownership of any modifications to the Contractor Materials that may be made by either the Contractor or the Province during the Term will remain with the Contractor.

12.8 License of Contractor Materials

The Contractor hereby irrevocably and unconditionally grants, and agrees to grant, to the Province a non-exclusive, irrevocable, perpetual, worldwide, fully transferable, fully sublicensable, royalty-free, fully paid-up, unlimited and unrestricted right and license for the Province and the Province's employees, agents and contractors to use, reproduce, modify (including creating any derivative works), and distribute any Contractor Materials included as or forming part of a Work Product, and all related Intellectual Property Rights, for any and all purposes whatsoever at the discretion of the Province and the Province's licensees, including a right to sublicense to an Other Service Provider. If there are any Third Party Materials in the Contractor Materials, the provisions of section 12.9 will apply.

12.9 Consent for Contractor-Provided Third Party Materials

The Contractor will not include any Third Party Materials in any Work Product without the Province's express prior written consent in each instance. If the Contractor wishes to include Third Party Materials in any Work Product, the Contractor will make a request in writing to the Province. Each such request will:

(a) expressly identify the Third Party Materials and the affected Work Product, and provide details of the fees and other charges, if any, payable by the Province to a Third Party Provider or to the Contractor for the proposed use of the Third Party Materials; and

(b) include a copy of any license agreement or other terms and conditions governing the use of the Third Party Materials.

ARTICLE 13
PROVINCE INFRASTRUCTURE

13.1 Province Obligations

Subject to the terms of this Agreement the Province may, as may be reasonably necessary for performance by the Contractor of the Services, provide access to:

(a) Province-owned or licensed routine Software and other Third Party Materials;

(b) Province personnel, during Business Days and at such other agreed times as may be reasonably necessary for the Contractor to perform the Services; and

(c) certain Province Infrastructure.

13.2 Use of Province Infrastructure

The Contractor's access and use of the Province Infrastructure is subject to the following terms and conditions:

(a) The Contractor agrees that the Province Infrastructure will at all times be owned, operated, controlled and maintained by the Province, or on behalf of the Province by third parties, and that the Contractor obtains no rights or interests in or to the Province Infrastructure other than the right to access and use the Province Infrastructure solely as necessary for the purpose of performing the Services in accordance with this Agreement.

(b) Subject to section 13.4, Province will provide the Contractor with such reasonable access to and use of the Province Infrastructure as the Contractor may require solely as necessary for the purpose of performing the Services in accordance with this Agreement. The Contractor expressly agrees that it will not use or permit the use of the Province Infrastructure for any additional, ancillary or other purpose unless expressly agreed in writing by the Province.

(c) The Contractor will, and will cause all Contractor Personnel who access or use any part of the Province Infrastructure to comply with all applicable rules, and Policies and Procedures in effect from time to time in respect of the Province Infrastructure including, but not limited to, all Policies and Procedures dealing with confidentiality, security and the protection of Personal Information.

13.3 Termination of Rights to Province Infrastructure

The Contractor's right to access and use all or any part of the Province Infrastructure will terminate upon the earlier of:

(a) the completion of the Services for which the right to access and use the Province Infrastructure (or any part thereof) was granted;

(b) the termination or expiry of this Agreement or, if any Transition-Out Period extends beyond the termination or expiry of this Agreement, the termination of the Transition-Out Period; and

(c) receipt by the Contractor of written notice from the Province terminating the Contractor's right to access and use the Province Infrastructure (or any part thereof).

13.4 Effect of Termination

Upon termination of the Contractor's right to access and use all or any part of the Province Infrastructure, the Contractor will promptly return to the Province all passwords, access codes, access cards and devices of any kind used to obtain access to and use of the affected part(s) of the Province Infrastructure.

ARTICLE 14
CONFIDENTIALITY

14.1 Acknowledgement

The Contractor acknowledges and agrees that, in connection with the performance of its obligations under this Agreement, the Contractor and its Subcontractors will have access to and Custody of certain highly confidential information, including Province Confidential Information, and that the confidentiality, privacy and security of such information, and in particular any Personal Information, is of paramount importance to the Province.

14.2 Protection of Confidential Information

At all times during the Term and thereafter, each party (the "**receiving party**") will keep and maintain all Confidential Information of the other party (the "**disclosing party**") in confidence using a degree of care that is appropriate to the nature and sensitivity of the information, but in no event less than a commercially reasonable standard of care that is in accordance with prudent industry practice in Canada or, if the Confidential Information is subject to more protective provisions in applicable enactments regarding Personal Information or privacy protection, including FOIPPA, no less than the degree of care mandated by those provisions.

14.3 Permitted Use and Disclosure of Confidential Information

The receiving party will not use, reproduce or disclose, either directly or indirectly, any of the disclosing party's Confidential Information without the disclosing party's prior written consent except, subject to more protective provisions in applicable enactments regarding Personal Information or privacy protection, including FOIPPA:

(a) where this Agreement expressly permits disclosure for the purpose; and

(b) to its personnel, subcontractors (including third party service providers of the Contractor to support the Contractor's infrastructure), employees, officers, professional advisors and auditors (and, in the case of the Province being the receiving party, to the Province's servants, contractors and agents) on a "need to know" basis as required to observe, perform and enforce, or exercise its rights under, this Agreement, provided that any person to whom a disclosing party's Confidential Information is disclosed will:

(i) be bound by contract, employment contract or oath of office to safeguard such Confidential Information on terms no less onerous than the terms of this Article 16, except to the extent authorized by whistle-blower law or statutory power or duty or required by law to divulge;

(ii) have the security clearance required by the Province, if any, to access the particular information;

(iii) have been advised of the confidential and proprietary nature of the disclosing party's Confidential Information; and

(iv) have been instructed to keep it confidential and, if the Province requires, have provided a confidentiality undertaking in a form acceptable to the Province.

14.4 Additional Permitted Disclosures by the Province

Notwithstanding the provisions of this Article 14, the Contractor agrees that the Province may disclose any of the Contractor Confidential Information:

(a) as may be required by the provisions of any Policies and Procedures or by Applicable Laws, including FOIPPA; or

(b) for the purpose of undertaking any procurement or similar process in connection with the selection of an Other Service Provider, provided that:

(i) such disclosure does not include any of the Contractor's internal financial information;

(ii) any third parties to whom such disclosure is made first execute and deliver to the Province a non-disclosure agreement among each of the Province, the Contractor, and such third parties; and

(iii) such disclosure will be restricted to the Contractor Confidential Information necessary to enable such parties to participate in the procurement or related process.

14.5 Exceptions to Obligation of Confidentiality

Other than with respect to Personal Information, the obligations of confidentiality contained in this Article 16 will not apply to any Confidential Information of a disclosing party to the extent that the receiving party can demonstrate that such Confidential Information:

(a) was, at the time of disclosure to the receiving party, in the public domain, or subsequently becomes part of the public domain through no fault of the receiving party or any person obtaining access to the Confidential Information through the receiving party;

(b) was in the possession of the receiving party at the time of disclosure to the receiving party, and was not the subject of a pre-existing confidentiality obligation;

(c) was lawfully received, not by accident or mistake, by the receiving party from a third party that was lawfully in possession of it and without an obligation to keep it confidential, provided that the receiving party keeps for review upon request by the disclosing party documentation establishing the third party as the source of the information, but only after such information becomes so available;

(d) was independently developed by the receiving party without the use of any of the disclosing party's Confidential Information or Intellectual Property; or

(e) is disclosed with the prior written consent of the disclosing party, but only to the extent of the consent.

14.6 Disclosure Compelled by Law

Subject to section 14.8, a receiving party will not be considered to have breached its confidentiality obligations under this Article 14 to the extent that the disclosure of a disclosing party's Confidential Information is required

to satisfy any Applicable Laws or the order of any court, administrative tribunal or other entity having binding authority, or pursuant to a subpoena, litigation hold, delivery request or similar instrument, provided that the receiving party:

(a) promptly upon receiving any such request, notifies the disclosing party of the terms and circumstances of the requested disclosure, unless it is legally prohibited from doing so;

(b) consults with the disclosing party regarding the nature and scope of the request;

(c) does not obstruct or interfere with, and to the extent practical, permits the disclosing party to obtain, a protective order or other remedy to limit, prevent, object to, enjoin, narrow the scope of, or otherwise contest the requested disclosure;

(d) discloses only that portion of the disclosing party's Confidential Information that it is legally obligated to disclose, and then only to the extent required; and

(e) if requested by the disclosing party, at the disclosing party's expense, seeks the highest protection level available for the disclosing party's Confidential Information.

14.7 Notification of Unauthorized Use of Province Confidential Information

Without limiting any obligation under Applicable Laws, or in **Schedule "J"** *(Privacy Protection Schedules)* or **Schedule "K"** *(Security Schedules)*, the Contractor will:

(a) promptly notify the Province of any actual or attempted unauthorized possession, use, access to or disclosure of the Province Confidential Information of which the Contractor becomes aware;

(b) promptly furnish the Province with details of the actual or attempted unauthorized possession, use, access or disclosure, and assist the Province with any investigation;

(c) cooperate with the Province in any litigation and investigation against third parties, as deemed necessary by the Province to protect Province Confidential Information, to the extent such litigation is related to this Agreement; and

(d) promptly use best efforts to prevent a recurrence of any unauthorized possession, use, access or disclosure of the Province Confidential Information.

14.8 This Agreement

The Contractor acknowledges that the Province is subject to FOIPPA, and that this Agreement (including all associated documents and records) may be subject to public disclosure under that legislation. For greater certainty, the Contractor hereby consents to the disclosure of the terms and conditions of this Agreement (and all associated documents and records) as permitted or required by FOIPPA (including by exercise of any statutory power or duty under FOIPPA).

ARTICLE 15
PRIVACY AND SECURITY

15.1 Privacy

In relation to the Province, the Contractor:

(a) acknowledges that it is a "service provider" within the meaning of FOIPPA; and

(b) will and will ensure that all Contractor Personnel, at all times, strictly comply with:

(i) their respective obligations under FOIPPA; and

(ii) **Schedule "J"** *(Privacy Protection Schedules)*; and

(c) will ensure that no Contractor Personnel resident outside Canada or travelling temporarily outside Canada (even if a Canadian citizen and resident) will have any access to, or use of any Personal Information, except as permitted in each case both under FOIPPA and by the Province in accordance with this Agreement.

15.2 Security Obligations

The Contractor will at all times make reasonable security arrangements to protect all Province Confidential Information, including Personal Information and any Province records used with, accessed by or generated through the performance of the Services, in accordance with the Province's requirements as advised to the Contractor from time to time. Without limitation, the Contractor will comply, and will ensure that all Contractor Personnel comply, with the Security Schedules attached as **Schedule "K"** *(Security Schedules)*.

ARTICLE 16
INDEMNITY

16.1 Indemnification

Notwithstanding any insurance coverage maintained under this Agreement, the Contractor will indemnify and save harmless the Province, its employees, agents, and contractors (collectively, the "**Province Indemnified Parties**") from any loss, Claim (including any Claim of infringement of third party Intellectual Property Rights), damage award, action, cause or action, cost or expense that the Province or any Province Indemnified Party may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends (each a "**Loss**"), to the extent the Loss is directly or indirectly caused by, contributed to, or resulting from:

(a) any act or omission of the Contractor or any of the Contractor's Subcontractors, agents, employees, officers, directors or other Contractor Personnel;

(b) breach by the Contractor of any representations or warranties under this Agreement, or any representation or warranty becoming untrue or incorrect;

(c) breach of or default under any agreement (other than this Agreement), license, permit or other obligation to which the Contractor is a party or by which the Contractor is bound which relates to the Services or the Deliverables;

(d) the death or bodily injury to any person resulting from negligence, wilful misconduct or malfeasance on the part of the Contractor or any of its Subcontractors, agents, employees, officers, directors or other Contractor Personnel; or

(e) loss of or damage to tangible property of any person resulting from negligence, wilful misconduct or malfeasance on the part of the Contractor or any of its Subcontractors, agents, employees, officers, directors or other Contractor Personnel.

16.2 Survival

The provisions of this Article 16, including the parties' obligations under this Agreement, will survive the expiration or earlier termination of this Agreement.

ARTICLE 17
INSURANCE

17.1 Insurance

Without limiting the Contractor's other obligations or liabilities under this Agreement, the Contractor must comply with **Schedule "L"** *(Insurance)*.

17.2 Workers' Compensation

Without limiting any other provision of this Agreement, the Contractor will comply with, and will ensure that all Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

17.3 Personal Optional Protection

The Contractor will, and will ensure that Subcontractors will, apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's or Subcontractor's expense, as applicable, if:

(a) the Contractor or Subcontractor, as applicable, does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and

(b) such personal optional protection insurance is available for the Contractor or Subcontractor, as applicable, from WorkSafeBC or other sources.

17.4 Evidence of Coverage

Within ten (10) Business Days of being requested to do so by the Province, the Contractor will provide the Province with evidence of the Contractor's compliance with this Article 17.

17.5 Subcontractors

The Contractor will cause its Subcontractors to carry liability insurance as required by this Article 17, to the extent appropriate given the scope and nature of the Subcontractor's obligations.

ARTICLE 18
DEFAULT AND TERMINATION

18.1 Events of Default

Each of the following occurrences will be deemed to be an "**Event of Default**" for the purposes of this Agreement:

(a) an Insolvency Event;

(b) a Change of Corporate Control of the Contractor without the Province's prior written consent;

(c) a failure by the Contractor to perform any of its obligations under this Agreement, or a failure to perform such obligations in a manner satisfactory to the Province;

(d) without limiting subsection 18.1(c) above, the Province determines, at its sole discretion and determination, that the Contractor's failure to perform any of its obligations under this Agreement place the health or safety of any person receiving Services at risk; or

(e) any representation, warranty or covenant made by the Contractor in this Agreement is or becomes untrue or incorrect.

18.2 Remedies for Default

Upon the occurrence of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

(a) by written notice to the Contractor, require that the Event of Default, when capable of being remedied, be remedied within the time period specified in the notice;

(b) pursue any remedy or take any other action available to it at law or in equity; or

(c) by written notice to the Contractor, terminate this Agreement, or any individual Services forming part of this Agreement, with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under subsection 18.2(a).

18.3 Delay Not a Waiver

No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of its rights.

18.4 Notice of Events of Default

If the Contractor becomes aware that an Event of Default has occurred or is likely to occur, the Contractor will promptly notify the Province and supply to the Province particulars of the Event of Default or anticipated Event of Default, along with the steps the Contractor proposes to take to address, prevent, prevent recurrence of, or mitigate the effects of the Event of Default, as applicable.

18.5 Termination by the Province for Convenience

In addition to the Province's right to terminate this Agreement or any part thereof pursuant to subsection 18.2(c), the Contractor agrees that the Province may terminate this Agreement or any Services to be provided pursuant to this Agreement, without penalty, for any reason or for no reason, upon not less than ninety (90) days' prior written notice to the Contractor.

18.6 Termination by the Contractor

The Contractor will have the right to terminate this Agreement if the Province is in material breach of its obligation to pay when due any undisputed amount which is not subject to withholding or set-off in accordance with Article 8, and the Province has failed to rectify the breach within sixty (60) days (or such longer period as the Contractor may provide) of receipt of written notice from the Contractor, which notice will state in detail the nature and specifics of the breach.

18.7 No Obligation to Invoke Dispute Resolution

A terminating party may, but will not be obliged to invoke the Dispute Resolution Process prior to exercising its termination rights pursuant to this Article 18.

18.8 Effects of Termination

In the event of the termination of any or all of the Services, the following will apply:

(a) **Continuity of Services**. Unless otherwise agreed or directed by the Province in writing, the Contractor will continue to perform the Terminated Services in accordance with this Agreement during any termination notice period referred to in section 18.2, 18.5 or 18.6 and, subject to Article 19, will use its best efforts to complete any uncompleted work to be performed as part of the Services by the end of the termination notice period so as to ensure a smooth transition of the Services to, or as directed by, the Province.

(b) **Province Facilities**. Unless otherwise directed by the Province, the Contractor will, and will cause all Contractor Personnel to, peacefully leave any Province Facilities made available to the Contractor in connection with the provision of the Terminated Services in accordance with section 13.4.

(c) **Payment Consequences of Termination**. Unless otherwise provided in Article 8, Article 19 or **Schedule "E"** *(Fees and Pricing Model)*, if this Agreement, or any Services are terminated in accordance with this Article 18:

(i) the Province will, within sixty (60) days of the effective date of termination, pay to the Contractor any unpaid and undisputed portion of the Fees owing in respect of any part of the Services that were delivered to the Province's satisfaction prior to the effective date of termination, subject to any rights with respect to set-off or withholding;

(ii) the Contractor will, within sixty (60) days of the effective date of termination, repay to the Province any prepaid portion of the Fees which corresponds to the portion of the Terminated Services that the Province has notified the Contractor in writing were either not delivered or were not delivered to the Province's satisfaction before termination, as well as any other amounts owing by the Contractor to the Province as of the effective date of termination.

The payment by the Province of the amounts described in subsections 18.8(c)(i) will be in full and final satisfaction of the Province's obligation to make any payments due to the Contractor under this Agreement or the terminated Services, as appropriate.

18.9 Survival

Unless otherwise expressly provided in this Agreement or as otherwise agreed by the parties, all provisions (and the obligations of the Province and the Contractor thereunder) which by their terms or nature are intended to survive termination or expiry of this Agreement, will so survive.

ARTICLE 19
TRANSITION SERVICES

19.1 Transition Services

The Contractor will provide services to the Province for the purpose of:

(a) transitioning-in upon the commencement of this Agreement ("**Transition-In Services**");

(b) transitioning the delivery of any Terminated Services to the Province or to an Other Service Provider at any time during the Term; and

(c) transitioning the delivery of all of the Services to the Province and/or to an Other Service Provider upon the expiry or termination of this Agreement,

(collectively, the "**Transition Services**").

19.2 Transition-In Services

The Transition-In Services are described in **Schedule "C"** *(Transition-In Services)*. The Contractor will provide all such reasonable assistance as the Province may require for the purpose of ensuring an orderly, effective and efficient transition of the Services from previous service providers to the Contractor.

19.3 Transition-Out Services

During the Transition-Out Period for any Terminated Services, the Contractor will provide the Province with any or all of the following materials and services, when and as requested by the Province (collectively, the "**Transition-Out Services**"):

(a) if the Province intends to engage one or more Other Service Provider(s) to provide all or any of the Terminated Services, assistance to the Province in connection with the preparation of any competitive procurement process, bid specification or similar document;

(b) cooperation with and assistance to the Province and/or an Other Service Provider in order to facilitate the transition of the Terminated Services to the Province or to the Other Service Provider, as designated by the Province, in an orderly, effective and efficient manner;

(c) all such other information as may be requested by the Province in order to ensure the efficient transition of the Terminated Services (or any of them) from the Contractor to the Province and/or to one or more Other Service Provider(s), including responses to any questions from the Province or any Other Service Provider(s) regarding the Terminated Services;

(d) copies of all records and relevant Documentation in electronic format, hard copy or both, as may be requested by the Province including a current listing and copies of all documented operational processes and procedures relating to the provision of the Terminated Services, as well as all Documentation relating to any Deliverables;

(e) a current listing of all Subcontractors involved in the provision of the Terminated Services and a description of their roles and responsibilities, copies of their Subcontracts (to the extent not previously provided to the Province) and, if requested by the Province, the assignment to the Province of any or all of the Subcontracts;

(f) assistance with the provision of agreed training for those persons designated by the Province who will be assuming responsibility for the Terminated Services;

(g) assistance with the transfer of any Dedicated Assets purchased by the Province or the Other Service Provider in accordance with section 19.6;

(h) a Transition-Out Plan, as described in section 19.4;

(i) continuity of the Terminated Services and other Services, as described in section 19.5; and

(j) such other services and materials as may be agreed in the Transition-Out Plan.

19.4 Transition-Out Plan

Within 60 days of request from the Province, the Contractor will develop and deliver a detailed plan for the transition of any Terminated Services from the Contractor to the Province or to one or more Other Service Provider(s) (each, a "**Transition-Out Plan**"). Transition-Out Plans will be subject to the Province's review and approval. Without limitation, a Transition-Out Plan must set out in detail the specific tasks to be accomplished by each party during the Transition-Out Period for the Terminated Service(s), and a schedule pursuant to which the tasks are to be completed. The Transition-Out Plan may include the disposition of property, other than real property, purchased solely with funds from the Province and the Contractor's obligations to the Province and others and will be informed by, but not limited to, the following considerations:

(a) whether the Contractor will continue to provide contracted services for the Province;

(b) whether any Dedicated Assets can be used by an Other Service Provider for the benefit of a child and youth;

(c) the value of the Dedicated Assets;

(d) whether or not the Contractor is intending to continue to remain in business providing services for children and youth;

(e) any rental or lease obligations of the Contractor;

(f) the Contractor's obligations to union and non-union employees;

(g) the impact of the Terminated Services on child and youth; and

(h) records retention and/or disposition.

The parties will monitor the performance of the Transition-Out Services and the Transition-Out Plan on a regular basis through the Relationship Management Process. The parties agree to provide to each other such reasonable information and assistance as may be required to create, revise, update and successfully execute each Transition-Out Plan.

19.5 Continuity of the Terminated Services and other Services during the Transition-Out Period

Unless otherwise directed by the Province, the Contractor will continue to provide the Terminated Services, as well as all Services that have not been terminated, during the applicable Transition-Out Period. The level of performance of the Terminated Services and any other Services by the Contractor during the Transition-Out Period must meet the applicable Performance Standards then in effect unless otherwise agreed between the

parties in the Transition-Out Plan. All applicable provisions of this Agreement will remain in effect during the Transition-Out Period.

19.6 Transfer of Dedicated Assets

Upon expiry or termination of this Agreement for any reason, and in connection with the transfer of the responsibility for the performance of any Terminated Services to the Province or to an Other Service Provider, as designated by the Province, the Province will have the right to purchase from the Contractor any tangible assets and equipment, used by the Contractor for the performance of the Terminated Services ("**Dedicated Assets**") for a price equal to the Contractor's undepreciated cost thereof, calculated in accordance with Canadian GAAP. The Contractor will provide to the Province such information as the Province may reasonably request, and will cooperate with the Province, to identify and evaluate the Dedicated Assets. Upon notice by the Province to the Contractor setting out the Dedicated Assets, if any, that the Province wishes to purchase, the Province and the Contractor will execute and deliver to each other all documents as may be necessary to transfer the Dedicated Assets to the Province, and the Province will pay the Contractor the purchase price for the Dedicated Assets purchased by the Province. In the event of a Dispute as to the purchase price for the Dedicated Assets purchased by the Province, the Contractor and the Province will complete the transfer of such Dedicated Assets but for the payment by the Province of the purchase price therefor, which will be paid by the Province upon resolution of that Dispute by agreement of the parties or pursuant to the Dispute Resolution Process. The Province may assign its right to purchase the Dedicated Assets under this section 19.6 to any Other Service Provider.

19.7 Transition-Out Period

The Contractor will provide the Transition-Out Services during the period commencing upon the date of the Province's written request for Transition-Out Services, and terminating upon the earlier of:

(a) the completion of the Transition-Out Services;

(b) any termination date specified by the Province in its request for Transition-Out Services; or

(c) subject to this section 19.7, within twelve (12) months from the expiry or earlier termination of this Agreement, (the "**Transition-Out Period**"). Notwithstanding the foregoing, if the Province is unable to complete the transition of the Services to the Province or an Other Service Provider, as the case may be, by the end of Transition-Out Period, then upon not less than thirty (30) days prior written notice to the Contractor, the Province may elect to extend the Transition-Out Period for up to six (6) months.

19.8 Charges for Transition Services

The Contractor will provide the Transition Services at no additional cost or charge prior to the expiry of the Term, using all available Contractor Personnel. Any Transition-Out Services provided after the termination or expiry of the will be consistent with **Schedule "E"** *(Fees and Pricing Model)* and in accordance with a budget jointly prepared by the parties and forming part of the Transition-Out Plan.

19.9 Equitable Remedies

The Contractor acknowledges that the Province would suffer irreparable harm if the Contractor breached (or attempted or threatened to breach) its obligations to provide Transition-Out Services to the Province as anticipated by this Article 19. In such event, the Contractor agrees that the Province may proceed directly to a court of competent jurisdiction without having to exhaust or utilize the Dispute Resolution Process. If the court

finds that the Contractor has breached (or attempted or threatened to breach) its obligations hereunder, then the Contractor will not oppose the entry of an appropriate order compelling performance by the Contractor and restraining the Contractor from any further breaches (or attempted or threatened breaches) of its obligation to provide Transition-Out Services as provided in this Article 19.

ARTICLE 20
GOVERNING LAW AND DISPUTE RESOLUTION

20.1 Governing Law and Jurisdiction

This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws of British Columbia and the laws of Canada applicable therein, without regard to principles of conflicts of law. To the extent to which any provision of this Agreement contemplates recourse to judicial proceedings, the parties agree that the courts of the Province of British Columbia will have exclusive jurisdiction unless otherwise expressly stated.

20.2 Dispute Resolution

Except as provided in section 20.5, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, or in respect of any defined legal relationship associated with it or derived from it (each, a "**Dispute**") will be referred to and finally resolved in accordance with **Schedule "I"** (*Conflict Resolution Protocol*).

20.3 Confidentiality and Mutual Efforts

During all negotiations before and during mediation, the parties will make good faith efforts to resolve any dispute amicably and provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations, which will be conducted in confidence and on a "without prejudice basis" and may not be introduced into evidence in any arbitration or legal proceedings. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations. Nothing in this section obliges a party to disclose any information subject to solicitor-client privilege or otherwise protected by Applicable Laws, including FOIPPA. Nothing in this section prevents disclosure necessary to enforce any arbitration awards.

20.4 Continuity of Services

In the event of a Dispute, and at all times before, during and after the conduct of the Dispute Resolution Process, the Contractor will, and will ensure that all Contractor Personnel, continue to perform the Services in accordance with this Agreement.

20.5 Exceptions

Nothing in this Article will operate to restrict either party from commencing, whether before invoking or pending resolution of the Dispute in accordance with this Article, legal or other formal proceedings to the extent available under the *Crown Proceeding Act* and other Applicable Laws to:

(a) apply for any interim relief pending resolution of the Dispute, including an injunction or provisional order to protect any Personal Information, Confidential Information or Intellectual Property Rights, or as otherwise permitted under this Agreement;

(b) pursue or defend any legal proceedings involving third parties;

(c) preserve any legal right or remedy from expiring due to a limitation period; or

(d) enforce any orders described in subsection 20.5(a) or any arbitration award.

ARTICLE 21
NOTICE

21.1 Notice

Unless otherwise specified in this Agreement, any notice, approval, consent or communication or other document that either party may be required or may desire to give to the other under this Agreement, will be in writing and will be conclusively deemed validly given to and received by the addressee if:

(a) delivered personally or by recognized courier service, on the date of delivery; or

(b) mailed by prepaid registered mail, on the third Business Day after the mailing of the same;

addressed, as the case may be, to the Province at:

Ministry of Children and Family Development
795 South Lahakas Boulevard
Kitimat, British Columbia V8C 1G2

Attention: Shannon Miller, Director of Operations

or to the Contractor at:

Terrace Child Development Centre
2510 Eby St
Terrace, BC V8G 2X3

Attention: Fiona Delorme

21.2 Change of Contact Information

Either party may, from time to time, advise the other party by notice in writing of any change to its contact information as set out above, and from and after the giving of such notice, the applicable contact information specified in the notice will, for the purposes of this Agreement, be conclusively deemed to be the current contact information of the Province or the Contractor, as applicable.

21.3 Notice of Adverse Events

Subject to Applicable Laws and confidentiality obligations to which the Contractor may be bound, the Contractor will provide the Province with as much prior notice as is reasonable in the circumstances of any event relating to the Contractor or any of its Affiliates or Contractor Personnel that may become public knowledge or the subject of media coverage, and which could reasonably be expected to reflect negatively on the Province or to otherwise adversely impact the Province or the relationship between the parties. Where it is not possible for the Contractor to provide prior notice to the Province, the Contractor will notify the Province as soon as possible after the occurrence of the event.

ARTICLE 22
FORCE MAJEURE

22.1 Definition

In this Agreement, "**Force Majeure**" means any act or event that is beyond the reasonable control of a party (the "**Affected Party**") which the Affected Party is relying upon as justification for its delay or failure to comply with its obligations under this Agreement, and includes:

(a) acts of God or acts of nature, including hurricanes, tornadoes, landslides, lightning, earthquakes, floods, fires, storms, washouts;

(b) acts of public enemies, explosions, derailments, nuclear and radiation activities or fall out, wars (declared or undeclared), or warlike hostilities, mobilization or general military call-up, blockades, sabotage, civil war or revolutions, insurrections and riots, or acts of terrorism or piracy;

(c) outbreak of serious disease or epidemics, quarantines or other public health emergencies;

(d) restrictive court orders, laws or governmental regulations, but only to the extent that the Affected Party can demonstrate that the court order, law or governmental regulation was either:

(i) promulgated after the date of this Agreement, or

(ii) interpreted after the date of this Agreement by a court or administrative tribunal of competent jurisdiction to be restrictive in a manner or to an extent not generally accepted as being applicable prior to such interpretation;

(e) industrial relations disputes, including strikes or lock-outs (excluding lock-outs by the Contractor), work stoppages, work slowdowns or other labour disturbances, provided that the Affected Party has not in any manner caused or maintained the industrial relations dispute for the purpose of avoiding its obligations under this Agreement;

(f) the failure of a utility company to supply power or other required utilities to be provided by it; or

(g) the failure, malfunction or unavailability of telecommunications, data communications, computer applications, systems or Software and related services (other than the applications, systems, Software or services to be provided or supported by the Contractor as part of the Services), provided that in no event will:

(i) an act or event caused by or resulting from the Affected Party's negligence or default;

(ii) any default by any Contractor Personnel; or

(iii) any deficiency of or shortage of funds or financing;

constitute Force Majeure.

22.2 Notice

An Affected Party will give notice to the other party as soon as possible after the existence of Force Majeure becomes known by the Affected Party, and in any event no later than five (5) days after the date on which

Force Majeure became known to the Affected Party. An Affected Party that has given notice of Force Majeure hereunder will promptly notify the other party if Force Majeure ceases to exist.

22.3 Effect

Subject to section 22.6, in the event of Force Majeure affecting either of the parties' obligations under this Agreement, the time fixed for the fulfillment of any obligations so affected will be extended by such period of time as the parties may agree through the Relationship Management Process. In the event that the Affected Party is unable to perform any obligation under this Agreement due to Force Majeure for a period of one (1) month, the parties, in accordance with the Relationship Management Process, will meet and review in good faith the desirability of terminating this Agreement or, where appropriate, those obligations under this Agreement that are affected by Force Majeure. In the event that the parties are unable to agree as to the existence or duration of Force Majeure, or on the impact of Force Majeure, the matter will be resolved in accordance with the Dispute Resolution Process. In the event that the parties are unable to agree as to the existence or duration of Force Majeure, or on the impact of Force Majeure, the party that is not the Affected Party will have the right to immediately terminate the Agreement or, where appropriate, the affected obligations, upon written notice, and the provisions of Article 19 will apply.

22.4 Mitigation

The Affected Party will use all reasonable efforts to prevent, control or limit the effects of any delay or non-performance resulting from Force Majeure.

22.5 Resumption of Performance

Unless this Agreement has been terminated in accordance with section 22.3 or as otherwise permitted under this Agreement, an Affected Party that is prevented or delayed in the performance of its obligations under this Agreement by Force Majeure will promptly resume performance of its obligations after the cessation of Force Majeure.

22.6 Exception

To the extent to which an event or occurrence is both an event of Force Majeure and an event or occurrence covered by the Contractor's disaster recovery plan and/or the business continuity plan as described in Article 2 above, the Contractor's obligations under the disaster recovery plan and/or the business continuity plan will prevail over the provisions of this Article 22. Further, nothing contained in this Article 22 will excuse any default or failure to perform or comply with obligations arising under Article 6 (Subcontractors), Article 9 (Records), Article 12 (Proprietary Rights and Intellectual Property), Article 14 (Confidentiality), Article 15 (Privacy and Security), Article 16 (Indemnity and Liability), Article 17 (Insurance), and section 23.11.

ARTICLE 23
MISCELLANEOUS

23.1 Further Assurances

The Contractor will, upon the reasonable request of the Province, perform such acts, execute and deliver such writings, and give such assurances as may be reasonably necessary to give full effect to this Agreement.

23.2 Waiver

A waiver of any term or breach of this Agreement will be effective only if it is in writing and executed by or on behalf of an authorized representative of the waiving party, and will not constitute a waiver of any other term or breach of this Agreement.

23.3 Assignment by the Contractor

The Contractor will not assign or transfer, either directly or indirectly, this Agreement or any of its rights or obligations under this Agreement, including as a result of any Change of Corporate Control, without the Province's prior written consent, which consent may be given or withheld by the Province in its discretion.

23.4 Assignment by the Province

The Province may:

(a) assign any rights or transfer any obligations of the Province under this Agreement to any body established or authorized by or under enactment to continue or to perform any of the functions of the Province ministry then responsible for administering this Agreement, effective on the date set out in or under the enactment or in a written notice to the Contractor, without the Contractor's consent;

(b) if the preceding paragraph does not apply, assign any rights or transfer any obligations of the Province under this Agreement to any "government body" as defined in the FAA, effective on the date specified in a written notice to the Contractor, without the Contractor's consent; and

(c) if the preceding paragraphs do not apply, assign any rights of the Province under this Agreement to any person, effective on the date specified in a written notice to the Contractor.

23.5 Legal Relationship

The Contractor is an independent contractor and not the servant, employee, partner or agent of the Province. No partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or any action of the parties under this Agreement. For greater certainty, the Contractor does not have any authority to, and will not in any manner whatsoever, commit or purport to commit the Province to any obligation or liability of any kind, including the payment of any money to any person.

23.6 Amendment

Any alteration or amendment to the terms and conditions of this Agreement must be in writing and executed by the duly authorized representatives of both parties.

23.7 Publicity and Communications

The Contractor will not make any public announcement (including but not limited to press releases, publication of webpages, pamphlets, signs, or otherwise) relating to this Agreement except as permitted and in accordance with:

(a) the Province's policy on FCC communications, which the Province will make available to the Contractor;

(b) direction pursuant to the governance and contract stewardship framework described in Schedule "G"; or

(c) with prior written approval of the Province or as required by Applicable Law.

23.8 Transaction Costs

Each party will be solely responsible for its own legal, accounting and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement, and all other documents and instruments prepared, executed or delivered pursuant to this Agreement.

23.9 Remedies

The rights, powers and remedies of the Province in this Agreement are cumulative and in addition to, and not in substitution for, any right, power or remedy that may be available to it in contract, at law or in equity.

23.10 Binding Effect and Enurement

This Agreement enures to the benefit of and is binding upon the Province and the Contractor, and their respective successors and permitted assigns.

23.11 Conflict of Interest

Neither the Contractor nor any Contractor Personnel will, during the Term, engage in any activity, business or undertaking, including the provision of any services, that could create a conflict of interest or perceived conflict of interest with the Province in respect of all or any part of the Services and/or the performance of any of the Contractors' other obligations under this Agreement. The Contractor will immediately notify the Province if it becomes aware of an actual or potential conflict of interest, and will comply with any direction given by the Province in respect of the actual or potential conflict. Without limitation, the Province retains the right to prohibit any person (including the Contractor and any Contractor Personnel) from taking any action, delivering any products or services, or otherwise doing anything in connection with this Agreement if the Province determines, at its sole discretion, that such activity does or may result in a conflict of interest.

23.12 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part, it will be severable from this Agreement and the remaining provisions will not be affected and will continue in full force and effect to the extent permitted by Applicable Laws.

23.13 No Third-Party Beneficiaries unless Specifically Referenced

Nothing in this Agreement, express or implied, is intended to confer upon any person (other than the indemnified parties who are expressly indemnified pursuant to the provisions of this Agreement), any rights, benefits or remedies of any kind or character whatsoever, and no person will be deemed to be a third-party beneficiary under or by reason of this Agreement, unless specifically referenced in this Agreement.

23.14 Execution by Counterpart

This Agreement may be executed by the parties in any number of counterparts, each of which when so executed and delivered will be deemed to be an original and all of which together will constitute one and the same document. Delivery of an executed counterpart by email with a scanned PDF attachment will be effective to the same extent as if a party had delivered a manually executed counterpart.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

SIGNED on behalf of His Majesty the King in right of the Province of British Columbia by a duly authorized representative of the Minister of Children and Family Development:

For the Minister of Children and Family Development

Shannon Miller, Director of Operations

(Print Name of Authorized Signatory)

SIGNED on behalf of Terrace Child Development Centre Society by its duly authorized signatory:

(Signature of Authorized Signatory)

Fiona Delorme, Executive Director

Fiona Delorme

(Print Name of Authorized Signatory)

Schedule "A"
DEFINITIONS

"**Affiliate**" means, with respect to any corporation, partnership or other incorporated or unincorporated organization, any person that controls, is controlled by or is under common control with such corporation, partnership or other incorporated or unincorporated organization, for the purposes of which "control" means the ability to exercise more than fifty percent of the voting shares, securities or other interests of a corporation, partnership or other incorporated or unincorporated organization, or to elect the directors or other managers of a corporation, partnership or other incorporated or unincorporated organization or to otherwise exercise control over the business and affairs of a corporation, partnership or other incorporated or unincorporated organization.

"**Agreement**" means this Services Agreement made between the Contractor and the Province, including all Schedules and Appendices attached hereto, as they may be amended from time to time in accordance with the terms hereof.

"**Annual Service Plan**" is an annualized plan, developed by the Contractor, to relay to the Province how the Contractor will be delivering the Services.

"**Applicable Laws**" means all applicable laws, including any statute, regulation or bylaw, treaty, directive, policy having the force of law, order, judgment, injunction, award or decree of any government body, that are binding on the parties (or on either party, as applicable), and in effect from time to time, or that are otherwise applicable to the performance of the Services.

"**Board Certified Behavior Analyst" or "BCBA"** is a graduate-level certification in behavior analysis. Professionals certified at the BCBA level are independent practitioners who provide behavior-analytic services.

"**Business Day**" means a day, other than a Saturday or Sunday or a statutory holiday, on which provincial government offices are open for normal business in British Columbia.

"**Change of Corporate Control**" means a change, directly or indirectly, in the ownership of more than fifty (50%) of the issued and outstanding shares or other ownership interest in an entity, or in the case of entities other than corporations, a similar structural reorganization whereunder the effective control of the entity is transferred to a third party.

"**Children and Youth with Support Needs**" or "**CYSN**" are children and youth who are experiencing, or have an increased likelihood of experiencing, Developmental Delay or Disability and who require support to optimize their development, Functional Abilities and Quality of Life.

"**Claim**" means any and all claims, third party claims, counterclaims, complaints, demands, proceedings, actions, causes of action and suits, and investigations of any nature or kind whatsoever and howsoever arising, whether known or unknown, whether in law or in equity or pursuant to contract or statute, and whether in any court of law or equity or before any arbitrator or other body, board or tribunal.

"**Confidential Information**" means Province Confidential Information and/or Contractor Confidential Information, as the case may be.

"**Contract Documents**" means all documents that are incorporated into or form part of this Agreement, whether by attachment or reference.

"**Contractor**" has the meaning ascribed to it on page 1 of the Agreement.

"**Contractor Confidential Information**" means any trade secret, commercial, financial, labour relations, scientific or technical information of the Contractor or its Subcontractors in whatsoever form or media, whether in writing, electronic form or communicated orally or visually that the Contractor both treats as confidential and, at the time of disclosure explicitly supplies in confidence under this Agreement to the Province. Notwithstanding the foregoing, the "**Contractor Confidential Information**" will not include any Province Confidential Information, Province Materials or Province Intellectual Property, whether incorporated into or otherwise forming a part of the Contractor Confidential Information.

"**Contractor Materials**" means any assets, materials, Software, data, databases, information (including Contractor Confidential Information), documents and other property provided to the Province by the Contractor or a Subcontractor, and all Contractor Intellectual Property, that is: (a) in existence prior to the execution of this Agreement; or (b) not in existence prior to the execution of this Agreement but developed independently of this Agreement.

"**Contractor Personnel**" means, as the context may require, the Contractor employees, contract personnel and volunteers, Subcontractors and Subcontractor employees, contract personnel and volunteers, collectively or any one of them.

"**Contractor Personnel Claim**" means any third party claim (i) for salary, wages, benefits, termination or severance costs, or other compensation related to their employment or other engagement by the Contractor, including in respect of the matters described in sections 5.2; and/or (ii) for any fines, penalties and interest for or by reason of, or in any way arising out of, the Contractor's failure to deduct, withhold or contribute any amount in respect of withholdings, source deductions, premiums, contributions, Taxes or payments for which the Contractor is responsible in respect of Contractor Personnel.

"**Contractor Records**" means all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Contractor or any Subcontractor pertaining to the Services as a result of this Agreement.

"**Core Services**" means the delivery of developmental and goal-focused services provided for CYSN recipients, including but not limited to delivery of the CYSN services directly to recipients, administration, staffing, reporting, contract management, as more particularly described in **Schedule "B"** *(Services)*.

"**Crown Proceeding Act**" means the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89.

"**Culturally Safe**" is a transformation of relationships where the needs and voice of children, youth and their families take a predominate role. It is a theory and practice that considers power imbalances, institutional discrimination, colonization, and colonial relationships as they apply to social policy and practice. Cultural safety involves actively exploring and challenging complex power relationships including the way that bias, stereotyping, discrimination, and racism impacts how services are delivered and received.

"**Custody**" means to have physical possession and immediate responsibility for the safekeeping, preservation and protection of a record.

"**CYSN Framework**" has the given to it in section 8.5 a) ii. of **Schedule "B"** *(Services)*.

"**Deliverable**" means any item or service that the Contractor is required to deliver to the Province pursuant this Agreement or otherwise in connection with the Services, and includes all associated Documentation and Software code in any form including source code.

"**Developmental Delay**" refers to a significant delay in achieving age-expected "norms" or milestones within the domains of gross and fine motor skills, speech and language, social and personal skills, activities of daily

living, and/or cognition. There are many factors that can contribute to a developmental delay (e.g., biological, environmental), which can sometimes help to identify children with an increased likelihood of disabilities. Children reach developmental milestones at their own pace and any lags may not be permanent for some.

"**Developmental Services**" has the meaning given to it in section 8.1 of **Schedule "B"** *(Services)*.

"**Disability**" refers to an ever-evolving concept that, for the purpose of this Agreement, is used as an umbrella term to recognize any physical and/or cognitive condition that may create limitations for a child or youth to do certain activities and/or interact with those around them. Disability is a complex and varied collection of conditions that is influenced by social and environmental factors. This term is used mindfully, understanding that language used to refer to people with physical and/or cognitive conditions can be stigmatizing and a form of labelling. The intent of CYSN services is not to characterize children and youth with a disability solely in terms of impairment or inabilities, or "something to fix". Rather, the focus is to enable children and youth to function to the best of their ability, whatever that ability may look like.

"**Disability Services**" means services that may be provided when a child or youth has a prolonged Disability that moderately to significantly impacts their activities of daily living, mobility, social engagement, and/or inclusion.

"**Dispute Resolution Process**" means the process described in sections 22.2 to 22.6.

"**Documentation**" means documentation forming part of, or necessary for the proper use of the Services and Deliverables in accordance with this Agreement and includes, as applicable and available, user manuals, business process maps, functional specifications, technical specifications, systems operations manuals, console operations manuals, linking instructions, error logs and reports, scripts, forms, templates, and other manuals and reports, whether in printed or electronic format.

"**Electronic Transactions Act**" means the *Electronic Transactions Act*, S.B.C. 2001, c. 10.

"**FAA**" means the *Financial Administration Act*, R.S.B.C. 1996, c. 138.

"**Family Connection Centre**" or "**FCC**" means a centre established to deliver an array of services to children and youth (from birth up to their 19th birthday) who have a perceived increased likelihood of a developmental delays, or a confirmed developmental need or disability, and their families or caregivers. Each FCC is responsible for delivering the Core Services a within a set geography, has a physical location, delivers in-person and virtual services to CYSN via home visits or outreach teams, where appropriate.

"**Fees**" means the fees payable to the Contractor by the Province for the Services, as set out in **Schedule "E"** *(Fees and Pricing Model)*.

"**Family-centred**" is a set of values, attitudes, and approaches to services for children [and youth] and their families. Family-centred service recognizes that each family is unique; that the family is the constant in the child's [or youth's] life; and that they are the experts on the child's [or youth's] abilities and needs. The family works with Contractors to make informed decisions about the services and supports the child [or youth] and family receive. In family-centred service, the strengths and needs of all family members are considered.

"**Fiscal Year**" has the meaning ascribed to it in the FAA.

"**FOIPPA**" means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165.

"**Functional Abilities**" is the potential or actual capacity of an individual to perform activities or tasks, with consideration for the biological, psychological, environmental, and social aspects of an individual. This can include such things as movement and mobility, communication, daily living skills, play, and work.

"**Goal-Focused Services**" has the meaning given to it in section 8.2 of **Schedule "B"** *(Services)*

"**IM/IT Standards**" means the Province's Information Management/Information Technology Standards, as revised by the Province and advised to the Contractor from time to time, and found here: https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures/im-it-standards.

"**Indigenous**" refers to the First Nations, Inuit, and Métis peoples of Canada. The term Indigenous does not identify the uniqueness and diverse cultures of First Nations, Inuit, and Métis peoples and is often viewed as a "pan-Indigenous" approach. In this Agreement, "Indigenous" is intended to be inclusive of status and non-status First Nations both on- and off-reserve and Inuit peoples. It is recognized that Indigenous peoples have the right to define and identify themselves as they choose.

"**Integrated Case Management System**" or "**ICM**" is the primary mission critical application utilized by the Province's social sector ministries for delivering income assistance and child protection and welfare services throughout the province of British Columbia.

"**Information Management Act**" means the *Information Management Act*, S.B.C. 2015, c. 27.

"**Insolvency Event**" means any of the following: (a) an order is made, a resolution is passed or a petition is filed, for the liquidation or winding up of the Contractor; (b) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency; (c) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) RSC 1985 c. B-3, or similar legislation in other jurisdictions, is made by the Contractor; (d) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada) RSC 1985 c. 36, or similar legislation in other jurisdictions; (e) a receiver or receiver-manager is appointed for any of the Contractor's property; or (f) the Contractor ceases, in the reasonable opinion of the Province, to carry on business as a going concern.

"**Intellectual Property**" means intellectual, industrial and intangible property of whatever nature and kind in any jurisdiction, including software, trade secrets, inventions, innovations, discoveries, developments, formulae, product formulations, processes, compositions of matter, databases, names, trademarks, logos, works of authorship, works subject to copyright, guides, manuals and designs, and including modifications to any of the foregoing, in all cases whether patented or patentable, whether registered or unregistered, and in any medium whatsoever.

"**Intellectual Property Rights**" means any and all rights in respect of, in or to Intellectual Property, whether pursuant to statute, common law or other laws anywhere in the world, including any and all:

(a) copyrights and the benefit of any waivers of moral rights;

(b) database rights;

(c) trademarks, tradenames and service marks;

(d) patents and patent applications;

(e) rights and obligations in respect of trade secrets; and

(f) all applications, registrations, renewals, extensions, continuations, divisions, reissues, and restorations relating to any such rights (where applicable), now or hereafter in force and effect throughout the world (including any rights in any of the foregoing).

"**Interpretation Act**" means the *Interpretation Act*, R.S.B.C. 1996, c. 238.

"**Interventions**" are child and youth-focused services delivered through a team approach that are directed and guided by a goal-based plan for the child or youth. The services are delivered by a range of professionals using a variety of delivery modes, including education, consultation, direct service (episodic, short- or long-term), provision of home programs (jointly designed for child, youth, families, and caregivers, and for families to carry out) and coaching.

"**Local Service Area**" or "**LSA**" means the localized, geographically bounded area in which the Services will be delivered, as more particularly described in Schedule "B" (*Services*); For further information, see the *MCFD Boundaries* map, located here: https://www2.gov.bc.ca/assets/gov/family-and-social-supports/data-monitoring-quality-assurance/service-delivery-area-search/map_office_locations.pdf

"**MCFD**" or the "**Ministry**" means the government of British Columbia's Ministry of Children and Family Development.

"**My Support Plan**" means the tool provided from MCFD to assist CYSN in support and planning.

"**Network of Centres**" or "**NoC**" has the meaning given to it in section 6.1 of **Schedule "B"** *(Services)*.

"**Other Service Provider**" means a third party service provider engaged or to be engaged by the Province to perform all or any part of the Services and/or to provide the Deliverables or any other products or services.

"**Personal Information**" has the meaning given to it in **Schedule "J"** *(Privacy Protection Schedule)*.

"**Policies and Procedures**" means the Province's policies, procedures, guidelines, guides, core values, objectives, processes and standards, including the IM/IT Standards, in effect at any time and from time to time, that are applicable to the Services or Deliverables, and which are referred to in this Agreement or in respect of which the Province has given the Contractor notice in writing, but expressly excluding policies regarding human resource management.

"**Privacy Impact Assessment**" or "**PIA**" means a process used by the Province to evaluate and manage privacy impacts and to ensure compliance with privacy protection rules, policies, legislation and responsibilities.

"**Province Confidential Information**" means, and includes all information contained in or data about, any Personal Information, Province records or Province Materials, and any other information other than information that the Province makes available to the general public accessible, accessed or obtained by the Contractor or a Subcontractor as a result of this Agreement, whether or not in record form or communicated orally or visually, and whether or not designated as confidential (or with a similar designation).

"**Province Data**" means data provided by or on behalf of the Province in connection with this Agreement, or used, stored or generated by or on behalf of the Province or other users through the use of the Services or any Work Product, and all data and other works derived from such data, and includes all Intellectual Property Rights therein.

"**Province Director**" means the individual designated by the Province, with the authority to provide direction to the Contractor, who is the Province's primary contact in connection with the administration of this Agreement.

"**Province Facilities**" means physical office space and other facilities owned, occupied, leased or otherwise under the control of the Province.

"**Province Infrastructure**" means the information technology and information management systems, including the ICM, or parts thereof, which are owned and operated by the Province, or by third parties on behalf of the Province, and which may include shared resources which are used by the Province to support and deliver other services.

"**Province-Licensed Item**" means Third Party Materials owned or supplied by a Third Party Provider, which are included in or comprise a portion of the Province Materials, and which are used by the Province pursuant to a license granted by or on behalf of the Third Party Provider.

"**Province Materials**" means all assets, materials, Province Data, databases, files, content, information (including Province records and Province Confidential Information), software, systems, documents and other property that are provided by or on behalf of the Province to the Contractor or a Subcontractor, but expressly excludes Province-Licensed Items.

"**Province Records**" includes:

(a) client records containing Personal Information created or produced by the Contractor as a result of this Agreement unless otherwise specified in this Agreement; and

(b) all records other than Contractor Records, received from or on behalf of the Province by the Contractor or any Subcontractor in the course of providing the Services or otherwise in connection with this Agreement including materials, files, content, information (including Province Confidential Information), findings, software, data, specifications, drawings, reports, documents and Work Product.

"**Provincial Services**" means services intended to support and enable families to access CYSN services other than those offered by the Contractor pursuant to this Agreement.

"**Quality of Life**" is the extent to which a person feels comfortable and satisfied with the entirety of their life.

"**Relationship Management Process**" means the communications channels and processes described in **Schedule "G"** *(Governance and Stewardship)*.

"**Security Threat and Risk Assessment**" or "**STRA**" means a risk assessment conducted by the Province which aims at identifying potential information security exposures and weaknesses.

"**Service Delivery Principles**" means the service delivery principles set out, as set forth in **Schedule "D"** *(Service Delivery Principles)*, as amended from time to time.

"**Software**" means software applications, software tools, libraries, development and test environments, methodologies and computer programs, including all versions thereof and in any form, and all related documentation, manuals, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, technology and techniques.

"**Specialized Homes and Support Services or " SHSS** "is a suite of services within the ministry's broader system of care. It is comprised of four distinct service types: Emergency Care; Low-Barrier Short-Term Stabilization Care; Respite Care; and Specialized Long-Term Care. Each of the Specialized Homes and Support Services contracts has within its care type: service expectations, deliverables, and intended outcomes across the province.

"**Subcontractor**" means any subcontractor retained by the Contractor, or any person retained by any such subcontractor, to provide any of the Services or perform any obligations on behalf of the Contractor pursuant to this Agreement.

"**Support Plan**" has the meaning given to it in section 7.2 of **Schedule "B"** *(Services)*

"**Taxes**" means any and all taxes, fees, levies, or other assessments, including federal, provincial, local, or foreign income, capital, profits, excise, real or personal property, sales (including PST), Withholding Taxes, social security, occupation, use, services, value added (and for greater clarification, including GST and PST), license, net worth, payroll, franchise, severance, stamp, transfer, registration, premium, windfall, environmental, customs, duties, unemployment, disability, or any similar taxes imposed by any taxing authority together with any interest, penalties or additions to tax and additional amounts imposed with respect thereto (including any fee or assessment or other charge in the nature of or in lieu of any tax) in each case, whether imposed by law or otherwise, and any liability in respect of any tax as a result of being a member of any affiliated, consolidated, combined, unitary or similar group.

"**Term**" means the term of this Agreement described in section 1 of **Schedule "B"** (*Services*), as may be extended in accordance with section 1 of **Schedule "A"**; provided that if any Transition-Out Period extends beyond the expiry of the Term or extension, the Term will be deemed to also include the Transition-Out Period.

"**Terminated Services**" means (i) if this Agreement has expired or has been terminated, all Services provided under this Agreement on the effective date of termination or expiry; or (ii) at any other time during the Term, any Services that the Province has notified the Contractor in writing that it no longer wishes the Contractor to provide.

"**Therapy Services**" are services provided by registered occupational therapists (OTs), physical therapists (PTs) and speech language pathologists (SLPs) that examine the abilities of children and youth to support them and their family to achieve their developmental and functional goals.

"**Third Party Materials**" means any assets and technologies (including hardware, Software and other materials) in which neither the Province nor the Contractor owns all rights, title and interest and, for greater certainty, includes open source software.

"**Third Party Provider**" means the third party owner or licensor of any Third Party Materials.

"**Transdisciplinary Models**" of practice aim to provide more family-centred, coordinated, and integrated services to meet the complex needs of children with disabilities and their families. Transdisciplinary service is defined as the sharing of roles across disciplinary boundaries so that communication, interaction, and cooperation are maximized among team members.

"**Trauma-informed**" means integrating an understanding of trauma into all levels of care, system engagement, workforce development, agency policy and interagency work.

"**Work Product**" means all items and materials (including reports, documents, designs, plans, presentations, Software, and all configurations, modifications, enhancements, additions and interfaces to or of Software) which are prepared or created by or on behalf of the Contractor in the performance of the Services to or for

the benefit of the Province pursuant to this Agreement, and includes all Deliverables as well as all associated Documentation and Software code in any form including source code.

"**Workers Compensation Act**" means the *Workers Compensation Act*, R.S.B.C. 1996, c. 492.

Schedule "B"
SERVICES

1. Term

1.1 The term of this Agreement commences on **December 14, 2022, and ends on December 13, 2025,** unless extended by the Province pursuant to section 1.2 below.

1.2 The Province, at its option, may extend this Agreement for up to two (2) additional one (1) year terms. If the Province wishes to exercise its option to extend this Agreement, it may do so by providing the Contractor with written notice of the Province's intention to extend no later than sixty (60) days prior to the expiry of the then applicable Term.

2. General

2.1 Systems, Software and Applications

a) The Contractor must use Province Infrastructure, including ICM, as directed by the Province and in accordance with Article 13 of the Agreement, to perform the Services and meet the Contractor's obligations under the Agreement.

b) The Contractor must at all times throughout the Term maintain, in accordance with the Policies and Procedures, a fully current, accurate and complete file in ICM for each child and youth while providing services to or for the child and youth and immediately inform the Province when the Contractor's provision of services to or for the individual or child and youth is complete.

c) To assist the Contractor in performing and providing the Services and meeting the Contractor's obligations under the under the Agreement, the Contractor:

1. will use webpages, electronic links and templates in accordance with the Policies and Procedures; and

2. may use any other information technology system or software program or application only:

i. for any functionality that is not provided by the Province Infrastructure and the Province's software programs or applications (including Province Licensed Items).

ii. after demonstrating to the Province's satisfaction that the information technology system, or software program or application meets all requirements described in **Schedule "J"** and **Schedule "K"** and any Policies and Procedures relating to privacy, confidentiality and security.

2.2 Province Initiatives:

a) At the request of the Province, the Contractor must participate in any Province initiative and provide any assistance to the Province with respect to the Province initiative that the Province may request.

b) If the Province requests the Contractor to participate in and provide assistance to the Province with respect to any Province initiative that involves the Contractor's collection of

personal information from any individual or child and youth, the Contractor must first obtain the individual's or child and youth's consent to such collection in writing using a form developed by the Province for that purpose and provided by the Province to the Contractor.

2.3 Accreditation

a) The Contractor must provide to the Province proof of active accreditation in accordance with the Policies and Procedures within the first year of this Agreement of service and proof of maintenance thereafter.

2.4 Marketing, Advertising and Communications

a) The Contractor will, for any marketing, advertising or communication purpose, prepare, produce, publish, post, distribute or use any material, including electronic material and signage, in accordance with Section 23.7 of the Agreement and the Policies and Procedures.

b) Upon request by the Province, the Contractor will create a Family Connections Services website for the LSA. The website must be separate from any other website hosted or used by the Contractor, meet all applicable requirements described in the Policies and Procedures and be linked to the Province's Family Connection Centres website in accordance with the Policies and Procedures.

c) If the Contractor uses social media for purposes of the Family Connections Centre and performing the Services, upon request by the Province, the Contractor will create, for each social media platform the Contractor uses, a Family Connections Services account for the LSA. The account for any social media platform must be separate from any other account the Contractor uses for that social media platform and meet all applicable requirements described in the Policies and Procedures.

3. Annual Plans

3.1 Annual Service Plan

a) The Contractor must prepare and deliver to the Province for the Province's approval, the Contractor's proposed Annual Service Plan:

1. For fiscal 2022-2023, the plan attached at **Appendix B1**.

2. For each subsequent fiscal of the Term by **January 15** of each year beginning in 2023 for the Fiscal Year that starts April 1 of that year.

b) The Contractor must prepare each proposed Annual Service Plan in accordance with the information and instructions contained in the Annual Service Plan template provided by the Province from time to time.

3.2 Annual Service Plan Contents

a) The Annual Service Plan for the Fiscal Year must include a comprehensive description of each of the following elements of the Contractor's plan for performing the Services during the Fiscal Year:

1. Vision and Mission statements
2. Community Connection and Relationships;
3. Reconciliation and Cultural Safety;
4. Staffing Model and Subcontracting Status;
5. Service Model and Alignment Community Needs; and
6. Strategic Goals and Objectives.

3.3 Province Approval of Annual Service Plan

a) Province will notify the Contractor whether it approves the Annual Service Plan for the upcoming fiscal year.

b) All approved Annual Service Plans will be incorporated at **Appendix B1** to this **Schedule "B"**.

c) If an Annual Service Plan is not approved by the Province, the Province and Contractor will meet and negotiate to reach agreement on the Annual Service Plan, following the procedures set out in Article 4 of the Agreement (Relationship Management).

3.4 Cultural Safety Plan:

a) The Contractor must develop and maintain a cultural safety plan, in the form provided by the Province from time to time, for their organization and their services so all staff members and children, youth, and families that interact with the organization experience cultural safety.

b) The cultural safety plan must incorporate ongoing training for cultural sensitivity, agility, and humility for all staff members, and that training must be as reflective of the communities served by the organization as possible.

c) The Contractor must make every effort to provide sufficient time for staff to debrief their cultural safety training and practice self-reflection so that cultural safety training can be fully integrated into decision making and relationship building processes.

d) The Contractor must make every effort to develop and regularly evaluate their cultural safety plan collaboratively with representatives from the children, youth, families and communities they serve. This plan will form the basis and foundation of a ongoing relationship between the contractor and local First Nations and Indigenous Communities and should be signed off by these partners. The contractor must adapt and change their cultural safety plan and the resulting actions and training to reflect feedback from the children, youth, families and communities they serve.

4. Local Service Area:

4.1 The Contractor must provide the Services in the Local Service Area **Terrace/Kitimat**

5. Service Delivery Channels

5.1 The Contractor must deliver services that are:

a) within the child, youth's and family's preferred environment, whenever possible

b) recognizes Indigenous traditional geographic boundaries

c) as close as feasibly possible to the child or youth's community and family

d) inclusive of the child or youth and family to enable them to support the outcomes of services (e.g., recreation service providers, education)

5.2 The Contractor will provide the Services to the general public and the child and youth through three service delivery channels:

a) Each Family Connection Centre in the Network of Centres, if any, as described in **Appendix B2** to this **Schedule "B"**

b) Outbound:

1. provide mobile 'in-person' services via home visits or outreach teams where appropriate.

2. The Contractor must ensure that these mobile 'in-person' services:

i. Are provided at the consent of the child or youth and their family;

ii. Are safe for employees; and

iii. Any other requirements, as directed by the Province, for the provision of mobile services

c) Virtual environments that are:

1. are safe, structured, and predictable;

2. are developmentally appropriate, Culturally Safe, and accommodating of medical and developmental needs;

3. reflect the needs of the children and youth being cared for and enable their effective care and support;

4. meet Province privacy and security requirements as described in Article 15 and **Schedule "I"** and **Schedule "J"** of the Agreement; and

5. utilize web technology tools that are available through cellular data/mobile enabled, as needed.

6. Accessibility Requirements

6.1 Accessibility

a) The Contractor will ensure that:

1. the general public and child and youths throughout the LSA have access to Services; and

2. in providing the Services to the general public and child and youth, the Contractor at a minimum meets the accessibility standards.

b) The Contractor must establish the means to communicate and provide services to child and youth and the public in person, by telephone and other virtual means of communication, as long as the Contractor first meets the requirements set out in section 5.2c)) of this Schedule for each such other virtual means of communication.

6.2 Service Hours

a) The Contractor must set the daily hours of operation in accordance with the needs of the general public, child and youth and the communities in the LSA and must include during each calendar week of the Term, hours of operation that occur on days that are not Business Days or after 5:00 PM on Business Days.

7. Family Connections Centre and Networks of Centres

7.1 General

a) The Contractor will establish and operate, at a minimum, a Family Connection Centre at each of the locations set out in **Appendix B2** (the "**Network of Centres**" or "**NoC**");

b) The Contractor may not change the location of any Family Connection Centre or make any other material change to any Family Connection Centre without first obtaining written approval from the Province.

c) The Contractor must make available from each Family Connection Centre, any Service the Contractor provides to the general public and all child and youth.

7.2 Centre Hours of Operation

a) The Contractor must ensure that each Family Connection Centre is open to child and youth and the general public for the hours described in section 6.2.

7.3 Location and Environment

a) The Contractor will ensure that each Family Connection Centre:

1. has interior and exterior signage in accordance with the Policies and Procedures;

2. meets accessibility requirements set out above and in accordance with the Policies and Procedures;

3. has convenience to transportation routes, including public transportation in communities where it is available, and convenient access to adequate public parking, that are at least equal to what is described for each in the Contractor's proposal;

4. contains basic information accessible by the general public about: (1) Family Connection Centre services, including brochures, posters and general marketing materials describing services and supports provided by the Contractor that are sufficient for individuals to understand the objectives of services and to make an informed decision about applying for services;

5. other community resources available in the LSA; and

6. meets any other requirement described in the Policies and Procedures.

7.4 Specific Requirements

a) The contractor must provide a physical environment for the Family Connection Centre locations that:

1. are Culturally Safe;

2. is welcoming to general public and child and youth with different abilities

3. are physically safe, structured, and predictable;

4. are developmentally appropriate and accommodating of medical, physical and developmental needs and aligns with the principles of universal design;

5. reflect the needs of the children and youth being cared for and that enables their effective care and comfort; and

6. are physically accessible to meet the needs of the children, youth, and families that will be accessing services, accommodating to any physical or mobility needs.

b) The Contractor must provide space for clinical mental health professionals to work, but not for providing these services. Clinical mental health professionals providing service to children and youth out of a Family Connection Centre, will work as part of a collaborative team that includes staff at the Family Connection Centre, the local integrated child and youth team, and other teams in the community. Services may be delivered onsite, through outreach, virtual and/or via outbound support.

c) The Contractor will provide dedicated confidential drop in space for community professionals (e.g. public health, mental health, therapists, etc.) to enable bridging of community support as required.

d) The Contractor will provide confidential meeting space appropriate for supporting virtual services as outlined in 5.2c.

8. Service Deliverables

8.1 The Contractor will provide or deliver, or will cause to be provided or delivered, the following with respect to developmental services (collectively, the "**Developmental Services**"):

a) Developmental Services are intended for children, youth, and their families where there is a PERCEIVED likelihood of Developmental Delay or Disability. These services are provided to a child or youth when a family member or professional (example: a physician, community nurse, childcare provider, etc.) has indicated a concern regarding the child or youth's development. These services include the following:

1. Education and Guidance

i. The purpose of this service is to provide a low-barrier connection to a family where child and youth developmental concerns have been raised. Education and guidance provide an important entry point for families to further screening and, if needed, developmental monitoring.

ii. This service will provide evidence-informed information and guidance regarding child development, available services within the centre, and linkages to Ministry Disability Services and Provincial Services, as needed. This is often the 'first touch-point' to the FCC for a family.

iii. Information and guidance will be provided in a variety of formats to best meet the needs of the child, youth, and their family (e.g., provision of web pages, brochures, parent groups, play groups, etc.).

iv. The Contractor will make available upon request to the Province any educational materials intended for intake and guidance, including pamphlets, brochures, and website content.

v. The Province may also provide materials – such as a common website and branding. Where the Province provides content and or branding, this material must be used.

vi. The Contractor will ensure that their materials intended for intake and guidance are reflective of the languages commonly used in the community being served, reflective of the diversity of the communities served and are developed and reviewed with local communities and First Nations

vii. The Contractor will collaborate with the Province in the future development of educational materials.

viii. The Contractor is encouraged to work in partnership with, MCFD, other Contractors and First Nations in other geographic areas to develop any educational materials.

ix. The Contractor will deliver to the Province such reports as are required under **Schedule "H"** of this Agreement, or as requested by the Province from time to time respecting, the volume of children and youth that seek intake and guidance services, in form and content as determined by the Province.

2. Needs Based Screening

i. Developmental screening provides focused and standardized screening for a child or youth who has an increased likelihood of having a developmental delay.

ii. The purpose of this service is to assess a child or youth's developmental strengths and needs, within the context of their family, school and/or community, to determine if further assessment or monitoring is needed and what other information and guidance can be provided to support healthy child or youth development.

iii. The Contractor will make available to the Province upon request for purposes of audit and quality assurance all documented screening assessments, in form and content as determined by the Province.

iv. The Contractor will deliver to the Province such reports as are required under **Schedule "H"** (*Reporting Requirements*) of this Agreement, or as requested by the Province from time to time, respecting the volume and

demographics of children and youth that went through screening services, including the referral pathway (e.g. self-referred, community referral, etc.), outcome of the screening in form and content as determined by the Province.

3. Developmental Monitoring

i. Developmental monitoring is intended for any child or youth and their family where a likelihood of developmental delay has been highlighted through intake and screening.

ii. Developmental monitoring provides ongoing checkpoints regarding the child or youth's development and actively connects the family to continuing education and guidance to support child and youth development.

iii. The purpose of this service is to provide ongoing monitoring for children or youth who may have an increased likelihood of developmental delay or disability, and to facilitate timely referrals and access to service where applicable.

iv. The Contractor will deliver to the Province such reports as are required under **Schedule "H"** (*Reporting Requirements*) of this Agreement, or as requested by the Province from time to time, respecting the volume and demographics of children and youth currently receiving developmental monitoring services for each month, in form and content as determined by the Province.

v. The Contractor will make available to the Province all documented monitoring plans, including the frequency of check-ups and observations, in form and content as determined by the Province.

vi. The Province may, from time to time, conduct a review on a sample of these materials for the purposes of quality assurance.

8.2 The Contractor will provide or deliver, or will cause to be provided or delivered, the following with respect to goal- focused services (collectively, the "**Goal-Focused Services**"):

a) Goal-focused Services are intended for children, youth, and their families where there is an identified Developmental Delay or Disability. The purpose of Goal-Focused Services is to provide standardized and clinical assessment(s) of the child or youth's functional ability in the context of their family and circle of support, including their school and/or community to determine any need for further services, conduct support planning, and provide therapies and interventions. Specifically, goal-focused services include the following:

1. Functional Assessment

i. The functional assessment is comprised of standardized assessments to evaluate the child or youth's strengths, barriers, functional abilities, health condition and support needs within the context of their family and circle of support, including their school and/or community, with the purpose of determining the child or youth's need for services.

ii. The assessment will be used to determine potential eligibility for other Ministry Disability Services. (This includes collecting and sharing

information with Province staff to determine eligibility for disability services such as case coordination, respite and in-home supports, low-barrier short term stabilization services, equipment, etc.)

iii. During this assessment, identification of areas where the child or youth may benefit from further evaluation by other health professionals to further understand the nature of need will occur, including for any concurrent mental health concerns.

iv. If not fully contained within the ICM, upon request, the Contractor will make available to the Province all documented functional assessment reports, in form and content as determined by the Province.

v. The Province may, from time to time, conduct a review on a sample of these materials for the purposes of quality assurance.

2. Clinical Assessment:

i. This level of assessment is conducted by registered therapists, behavioural specialists, and, potentially, mental health clinicians, using a variety of assessment approaches and tools.

ii. The purpose of this clinical assessment is to match the type and amount of each service that may benefit the child or youth, for example, physical therapy or speech language therapy.

iii. Assessments conducted by Family Connection Centre clinicians will adhere to evidence-based assessment approaches and will rely on the clinical judgement of professionals within the Family Connection Centre.

iv. The outcome of this assessment will be a series of referral, intervention and/or therapy recommendations to meet the child or youth's assessed developmental needs.

v. The Contractor will make available to the Province all documented clinical assessment reports, in form and content as determined by the Province.

vi. The Province may, from time to time, conduct a review on a sample of these materials for the purposes of quality assurance.

3. Goal Development:

i. Goal development will then take place collaboratively with the child or youth and their family, as applicable and be centered on their needs and desires. The level of a child or youth's involvement in goal development will depend on their age and abilities. The purpose of this service will be to:

a. provide information to the child or youth and their family regarding the outcomes of clinical and functional assessments with the intention of assisting them to understand their strengths and to support the reduction of identified barriers, as identified in sub-sections a. and b. above;

b. collect necessary information about the needs and goals of the child or youth, and their family, this could include any past or present assessment, etc; and

c. identify key priorities and meaningful goals in collaboration with the child or youth, and their family that can support them to reach the outcomes listed in Schedule "H" (*Reporting Requirements*) of this Agreement.

4. Support Planning:

i. A support plan, as further described herein ("**Support Plan**") will be required for all families accessing Goal-Focused Services.

ii. Support Plans will be developed collaboratively with children, youth and families using a person-centered approach.

iii. Support Plans will be embedded and populated within the case management and information platform, with the ability to print a copy for families.

iv. Support Plans will include:

a. the child's gifts and strengths; likes and dislikes;

b. the child's cultural community and important considerations regarding the child's family and culture;

c. Identified goals written in the voice of the child and family;

d. Identification of how these goals align with the desired outcomes associated with the goal;

e. Strategies to achieve these goals and the supports/services supporting them;

f. The timeframe within which the Support Plan will be reviewed;

g. A scale indicating the level of goal attainment when reviewing the Support Plan;

h. Describe the review cycle for the Support Plan; and

i. Supporting transition to adult services.

v. The Contractor will, to the best of its ability, ensure that Support Plans are developed through person centred, trauma informed, and Culturally Safe processes are available to the family through the family portal and or are delivered to the child or youth and their family directly following the goal development session and no more than thirty (30) days after their goal development session.

vi. The Contractor will deliver to the Province such reports as are required under Schedule "H" of this Agreement, or as requested by the Province

from time to time, respecting the volume and demographics of children and youth currently receiving developmental monitoring services for each month, in form and content as determined by the Province.

vii. The Contractor will document all Support Plans according to the template provided by the Province from time to time.

viii. The Contractor will make available to the Province all documented Support Plans, in form and content as determined by the Province.

ix. The Province may, from time to time, conduct a review on a sample of these materials for the purposes of quality assurance.

x. The Contractor will provide to all families served the opportunity to complete a survey, with the intention of collecting feedback on their experience participating in the Support Plan development process. The Contractor will deliver all surveys, and make all completed surveys available to the Province, in a form and format determined by the Province from time to time.

5. Intervention and Therapy:

i. Interventions and Therapy Services are for children and youth from birth up to their 19th birthday and their family, who have identified functional needs that would benefit from intervention and/or therapy, as indicated in the child or youth's Support Plan.

ii. The purpose of this service is to promote the child or youth's development and to empower their family and circle of support to help them achieve their identified goals. This includes providing applicable education and skill-building opportunities to the child or youth, their family and circle of support through early childhood, school-age interventions, and family/peer coaching. It is a service expectation of the family service centre that professionals providing intervention and therapy services actively engage school-based teams (with consent from the child or youth and their family) to ensure consistent approaches to supporting a child or youth's Individualized Education Plan.

iii. Mental health supports, intervention and therapy services are time-limited, goal focused and may include:

a. Family supports assist families experiencing vulnerabilities to access the culturally safe help and services they need when they need it. Family support workers help identify and remove barriers to accessing and receiving services. For example, if a family is having difficulty getting to family service centre appointments, a family support worker could help them access local transportation or access their community connections for support.

b. Behaviour supports will be offered as a continuum of service within the family service centre. The services may include informational/educational group programs, parent coaching and more intensive individual intervention work. The services a family accesses will be determined by the identified functional needs of

the child and the goals of the family. For children with a higher functional need, a Behaviour Support Team may work with a family to develop goals related to the behaviour needs of the child. The focus is on the provision of child or youth-specific supports to improve their quality of life. Supports are provided by the FCC Behaviour Support Team in collaboration with other professionals. The Behaviour Support Team consists of Behaviour Consultants/Analysts, Behaviour Interventionists and Child and Youth Care Workers.

c. Educational services are group and individual services aimed at helping children, youth, and their families to meet their needs within the context of their community. Examples include Infant Development services, education sessions for families, Key Worker services, peer to peer supports, and life skills groups.

d. Therapies include regulated therapies to meet a child or youth's developmental and functional goals through group or individual sessions. Therapies are intended to be culturally relevant and safe including occupational therapy, physiotherapy, and speech and language therapy.

e. Clinical mental health services may be available for eligible children and youth at the FCC. Services will be delivered either onsite, through outreach, and/or via virtual support. The FCC is responsible for providing space for clinical mental health professionals to work, but not for providing these services. Clinical mental health professionals providing service to children and youth out of the FCC, will work as part of a collaborative team that includes staff at the family service centre, the local integrated child and youth team, and other teams in the community. Services may be delivered onsite, through outreach, and/or via virtual support.

iv. Intervention and Therapy Services that may be provided in support of a child or youth's Support Plan include:

a. Regulated, evidence informed and indigenous wise practice therapies to meet a child or youth's functional need (occupational therapy, physical therapy, and speech language therapy)

b. Behavioral supports for the child or youth who has a functional behavioral need, including support for their family/caregivers to best help the child or youth (behavioral intervention, behavioral consultant)

c. Clinical mental health supports for children and youth with support needs and any other child and youth development supports that are applicable and within the scope of FCC's Services

v. Interventions and Therapies may be delivered in any of the following ways in support of a child or youth's Support Plan:

a. Individual sessions

b. Group sessions

c. Facilitated and unfacilitated peer to peer sessions

d. Family skill building opportunities

e. Parent/guardian coaching

f. Provision of expert advice and coaching to staff in schools and community programs where the child is participating to maximize inclusion

vi. These services may be provided through any of the following channels in order to best support the child or youth, and their family:

a. Virtual settings

b. In-person settings

c. Other reasonable avenues as needed to ensure services are delivered where families are (e.g. in-home, in-community, in-school, etc.)

vii. The Contractor will deliver Intervention and Therapy Services to each child or youth and their family according to the Support Plan developed.

viii. The Contractor will make available to the Province all documentation regarding a child or youth's progress against their Support Plan, including the assessed achievement of goals.

ix. After 12 months of Intervention and Therapy services for a new child and youth, the Contractor will provide the respective families the opportunity to complete a survey, with the intention of collecting feedback on their experience receiving Therapy Services, and the assessed progress of their youth or child.

x. Upon every 12 month / year anniversary of receiving Intervention and Therapy services from the Family Connection Centre, the Contractor will again provide the respective family the opportunity to complete another survey.

xi. The form and content of all surveys will be provided by the Province from time to time.

xii. The Contractor will make all completed surveys available to the Province in a form and format determined by the Province from time to time..

8.3 The Contractor will provide or deliver, or will cause to be provided or delivered, the following inclusive child care services:

a) Inclusive child care means that all children, including children with support needs, have equitable access to quality child care, and participate fully in a play-based program alongside their peers. The Family Connection Centres provides a range of supports and

services to child care providers, children, and families to enable children with support needs to access and fully participate in inclusive child care.

b) The Family Connection Centres will provide consultative service in a Culturally Safe, Trauma-informed, relational, person and family-centered approach to individual children for child care providers and families, to support the full inclusion of the child in a child care setting.

i. Deliver child-specific services including:

a. Meet with families and their children to assess the needs of the child or youth in a child care setting.

b. Work with the child care provider and family to develop and monitor strategies for the child so they can fully participate in inclusive child care.

c. Determine if enhanced staffing support is required to enable the child's participation in child care and determine number of hours needed.

d. Work the child care provider, family, and school district to support transition to kindergarten.

ii. Deliver child care program-specific capacity building services, including:

a. Deliver practical professional learning opportunities to child care programs in the region regarding foundational skills and knowledge for providing inclusive child care.

c) Enhanced staffing supports, including hiring inclusive child care worker positions to provide enhanced staffing supports in the child care setting, refers to; either enhancing the staff ratio, providing direct shared support, or direct individual support to children with support needs.

d) These supports may be provided through a inclusive child care support worker who is funded by the Family Connection Centre and hired by the child care provider, or directly deployed by the Family Connection Centre.

e) Inclusive child care workers are expected to:

i. Participate in training provided by the inclusive child care consultant(s).

ii. Support full inclusion of one or more children in a child care program, implementing strategies identified by the inclusive child care consultant(s)/defined in the child's care/support plan

iii. Adhere to child care centre policies and regulations.

8.4 The Contractor will provide or deliver, or will cause to be provided or delivered, the following with respect to school age Therapy Services:

a) The delivery of these services should be done in collaboration with applicable school districts, independent school authorities and health authorities with the mix of services determined by local demand.

b) The Contractor should establish functional working relationships with the local school districts and health authorities to ensure coordination and service effectiveness is maintained.

c) The Family Connection Centre will remain the primary case manager of the overall service offering to the child and their family (except where the child and family are engaged with Disability Services) regardless of where and by whom the school age Therapies are provided.

8.5 Operational Deliverables

a) Without limiting and in addition to any other requirements in the Agreement or Schedules [including **Schedule "F"** (*Personnel Minimum Requirements*"] related to Contractor Personnel, the Contractor will deliver services by employing and or subcontracting as needed to meet the appropriate professional and staff complement:

1. The Contractor must recruit and retain the appropriate staff, all of whom must reside within B.C. unless otherwise approved in writing by the Province in each instance, to provide required Services to children, youth, and their families; manage the operations to ensure services are delivered efficiently and effectively; and meet the Province's reporting requirements in a timely manner.

2. The Contractor will provide Services to meet their populations' needs in all the areas across all the professions outlined in the Province's CYSN Service Framework, as provided by the Province, and amended from time to time (the "**CYSN Framework**").

3. The Contractor will ensure their staff have the necessary qualifications and are in good standing with applicable regulatory bodies (i.e. for physical therapists, speech pathologists, occupational therapists).

4. The Contractor will ensure that their services are designed to meet the needs of children living in different environment such as children and youth residing in the family home, or home like setting, as well as children and youth residing in Ministry Specialized Homes and Support Services (SHSS).

5. The Contractor will make certain all staff working for the FCC pass a vulnerable populations criminal record check as a condition of employment.

6. For positions that are not managed by a regulatory body, the Contractor will endeavor to meet the expected qualifications for professions as outlined CYSN Framework , but may use their discretion to determine required qualifications, experience, etc. that is appropriate for the position and the community (i.e. in-line with the labour market of their region).

7. The Contractor should support prospective board certified behaviour analysts to achieve the required clinical hours of practice needed to become board certified. This could include hiring behaviour analysts/ behaviour consultants/junior consultants/senior interventionists who have not yet been board certified with the intention of supporting their certification through provision of clinical oversight (see list of required qualifications in the CYSN Framework).

b) The Contractor will deliver services utilizing Province endorsed and other tools as described below:

1. The Contractor will use the tools listed below as standardized prescribed tools for service planning, needs assessment and monitoring/reporting.

2. This list of tools may at the discretion of the Province be altered and the contractor required to use a different suite of Province required tools.

3. Tools for all services

    i. About My Child – intake tool used for consistency screening and identification of family concerns.

4. Tools for, Disability services and Provincial Services

    i. Vineland and/ or PEDI-CAT – based on the presenting needs of the child or youth, these tools are to be completed by the FCC and are used to inform service planning and determine eligibility for Disability Services and Provincial services

    ii. Gross Motor Function Classifications System tool will be used to determine eligibility to access mobility and adaptive equipment through Provincial Services

5. Tools that will be provided for Contractor use during the term of the Agreement: these tools will not be made available for initial service delivery, but once and or if made available will be mandatory in their utilization

    i. Family Empowerment Scale – tool to measure the level of empowerment the child or youth and their family feels

    ii. Family Quality of Life Scale - tool to measure the quality of life the child or youth and their family experience

    iii. Participation and Environment Measure for Children and Youth (PEM-CY) – tool to measure optimization of social inclusion

    iv. KIDSCREEN – tool to measure the quality of life of the child or youth

6. The Province reserves the right to alter and or add to this list of prescribed tools. The Contractor will be notified 60 days in advance of changes to the list of prescribed tools.

7. Use of the My Support Plan as a tool to guide service delivery and provide a mechanism for monitoring child, youth, and family outcomes (the Support Plan will be a template – embedded in the case management and information platform)

8. The Contractor will adhere to the ministry provided guidelines on the applications and reporting frequency (e.g. when and how the tools are to be used)

9. The Contractor may use additional tools to support practice based on their professional discretion that are Province endorsed or in alignment with clinical professional practice within registered profession.

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

1. the services as described in this document, with the aim for cases per therapist to align with a shift away from the concept of 1:1 intervention as the only option:

    i. Maintain caseload numbers as per relevant professional practice guidelines.

    ii. behaviour interventionists (BI) and therapy assistants work under the direct supervision of a behavioural specialist (i.e., board certified behaviour analyst [BCBA] or behaviour consultant).

    iii. Use of the Transdisciplinary Model and group programs where possible will allow for a higher number of children on caseloads while meeting the needs of the family with an amount of service that supports ongoing developmental needs.

d) child and youth Intake:

1. Upon consent with the child and youth, the Contractor must use the About My Child tool to ensure a standardized intake process for the general public and child and youth.

e) Referral Services

1. Accepting Referrals

    i. Referrals are not required to access services at the Family Connection Centre.

    ii. If a referral is received, the Family Connection Centre should connect confirm consent with the child/youth and family at the time services are initiated.

f) Making Connections

1. The Family Connection Centre will refer children, youth and their families to Ministry Disability Services, Provincial Services and other community services where appropriate; and maintain linkages and engage in collaborative processes with the Ministry Disability Services, Provincial Services or other community services as needed.

2. The Contractor is expected to refer child and youth as may be appropriate to other community supports or organizations.

g) Services to children residing in MCFD Specialized Homes and Support Services (SHSS):

1. The Family Connection Centre will provide assessments and goals focused services to children and youth with support needs residing in MCFD Specialized Homes and Support Services (SHSS)

2. The Family Connection Centre will provide clinical consultation to SHSS staff to support their care for children and youth with support needs residing in SHSSs.

3. As directed by the Province, the Family Connection Centre will prioritize support for children and youth requiring stabilization at a SHSS

h) The day-to-day accountabilities of the Family Connection Centre and its (NoC) include:

1. Delivering Culturally Safe, Trauma-informed services as outlined in the CYSN Framework, and in alignment with the identified practice principles as outlined in the Province's Aboriginal Practice and Policy Framework and Trauma Informed Practice Guidelines, as provided by the Province and updated from time to time.

2. Maintaining and closing case files.

3. Adhering to the Province's Policies and Procedures respecting wait list management guidelines.

4. Adhering to the Province's Policies and Procedures respecting support planning guidelines.

5. Establishing a dispute resolution process for both general complaints received from children and youth and their families, and eligibility issues.

Appendix B1
ANNUAL SERVICE PLAN

Please see attached Appendix B1 – Annual Service Plan

Appendix B1 – Service Plan

CYSN Family Connections Centre - Service Plan **This plan must be filled out and will be evaluated along with the information provided in the response guidelines, all as described and in accordance with the RFP's evaluation criteria.**

Agency Name and Service Area: Terrace Child Development Centre Society - Terrace/Kitimat LSA

Date submitted to MCFD: July 22, 2022

Vision: Strengthened Relationships + Communities = Empowered Families

Mission: The Terrace Child Development Centre is dedicated to providing resources, support and education for children and families to grow and thrive.

A: Context and Assessment of Current State

Community Connection and Relationships

Provide a summary of the state of your relationships with the community you serve. Outline efforts you have undertaken in the previous year to enhance your connections and relationships in the community and their outcomes.

State of Relationships

The TCDC has provided services to children with support needs in Terrace and area for nearly 50 years and has long-standing relationships with families and agencies within the LSA.

Our relationships with community stakeholders are exceptional, and we strive to strengthen those relationships with each interaction. The mutual respect built from such long-term relationships allows for discussion and adaptation to changing needs identified by community partners and families.

Efforts Undertaken in the Previous Year to Enhance Connections and Relationships

• The pandemic has impacted connections and relationships in the past two years. All agencies developed policies that restricted in-person connections, and many Indigenous communities were closed to non-residents. Despite the pandemic, TCDC continued to connect with families and communities in various ways (e.g., phone calls, email, and virtually).

• Invited Matriarch, Elders and Councilors to discuss Truth & Reconciliation and other issues they identified as crucial for the TCDC staff.

• Partnered with agencies to engage in mutually beneficial training (e.g., Circle of Security with the TCDC and CYMH; Indigenous Cultural Safety training with TCDC and Sources).

• Mentorship (e.g., joint appointments, support, and training) has been requested and provided to regional AIDP and ASCD consultants.

• The TCDC sought feedback and dialogue community-wide (e.g., families, Indigenous communities, stakeholders and local agencies) to enhance services and increase collaboration.

• Upon invitation, participated in community events sponsored by local Indigenous agencies and communities (e.g., Kermode Health Fair, Hobiyee).

• Upon request, the TCDC has provided consultation and training to improve community capacity (e.g., Behaviour support training to childcare centres, presentations to UNBC students and teachers, consultation to SD 82 regarding accessible washrooms).

• Virtually joined families for medical appointments upon family request (e.g., BCCH plagiocephaly clinic; BCCH Neurology Clinic, BCCH Plastics clinic).

• Hosted outreach clinics (e.g., Psychology, Seating & Mobility team, NHAN and private ASD clinics).

• Indigenous staff offered Moe the Mouse Speech and Language Development Program to Indigenous and non-Indigenous childcare centres.

• Offered practicum opportunities for students of different disciplines (OT, PT, SLP, Dietician, nursing).

• Participated in interagency meetings, locally, regionally and provincially.

• Fundraising efforts enhanced the profile of the TCDC and offered networking opportunities, connecting and building relationships.

Outcomes

Developing these relationships has helped build community capacity for supporting children and families. The TCDC has become more aware of other services that can help families; likewise, other organizations have become more aware of how the TCDC can also provide support. This has resulted in earlier referrals, more people sharing support strategies, and more partnering between organizations. Ultimately, this has provided wrap-around services for families as they navigate support and services for their children.

Reconciliation and Cultural Safety

Provide a summary of the state of your relationships with the Indigenous communities you serve. Outline efforts you have undertaken in the previous year to enhance those relationships and advance reconciliation in the area you serve and their outcomes.

State of Relationships

Reconciliation and cultural safety are evolving processes. TCDC will continue to connect with all communities to advance reconciliation and mutually respectful relationships.

Efforts Undertaken in the Previous Year to Enhance Relationships and Advance Reconciliation

• The TCDC collaborated with families to plan service delivery that met their unique needs and challenges, empowering them to choose how and when to access available services

• Invited Matriarchs, Elders and Councilors to discuss Truth & Reconciliation and other matters they identified as necessary for respectful and effective working relationships with TCDC staff.

• Developed Cultural Humility and Diversity (Cultural Safety), Accessibility, and Risk Management plans in conformance with CARF standards. These plans address multiple issues, including cultural, attitudinal, literacy, and non-discriminatory practices.

• All TCDC staff participated in training and ongoing review of cultural sensitivity, humility and agility, trauma-informed, and family-centered practices. Staff were provided with the time and space for this evaluation and learning.

• With consultation, the TCDC developed a Statement of Reconciliation responding to the 94 Calls to Action.

• Sought input from Tsimshian members to develop appropriate language in the land acknowledgement used by the TCDC.

• Connected with AIDP and ASCD in the Nisga'a Nation and Terrace to work collaboratively with mutual families.

Outcomes

Efforts undertaken to enhance relationships with Indigenous communities have been successful. Agencies and communities continue to partner with the TCDC to provide services to children and families, participate in mutual training, and receive support. 100% of families surveyed (2021) reported that their values, culture, and beliefs were treated with respect and dignity, and 45% of families served by the TCDC self-identified as Indigenous (March 2022).

Multiple generations of families have come through the TCDC for nearly 50 years. The duration of the relationships we enjoy with Indigenous families affirm that what we do and how we do it is working for them.

Staffing Model and Subcontracting Status

Provide a summary of your current complement of staff and contractors against your planned complement. Identify any areas of staffing or contracting challenges over the past year, the strategies you have undertaken to address those challenges and their outcomes

Provide a listing of all contracted and staff members, their professional designations, primary location of work and role within the organization – identify any positions that are currently vacant.

Current and Planned Staff Complement

The TCDC is fully staffed, except in one position, and does not subcontract other services. It is anticipated that with the increase in geographical service delivery area and age groups (up to 19) that the demand for services will increase significantly. To address the increased demand and responsibilities, the new FCC plans to employ more staff and broaden some job descriptions.

Job Title	Current Staffing (TCDC) - FTE	Planned Staffing (FCC) - FTE
Executive Director	1	1

Administration Staff	1	2
Program Support	1	1
Professional Practice Lead - Therapies	n/a	0.5
Occupational Therapy	1.2	4
Physiotherapy	1	2
Speech Language Pathology	1.3	4
Therapy Assistant	n/a	2
Professional Practice Lead- Generalist & FSW	n/a	0.5
Infant Development/Developmental Generalist	1.3	4
Family Support/Cultural Liaison	.7	2
Child & Youth Care Worker	n/a	2
Supported Child Development Consultant/ Inclusive Child Care Consultant	2	3
Supported Child Development Educator / Inclusive Child Care Worker	3	6.5
Professional Practice Lead - BCBA	n/a	Sources
Board Certified Behaviour Analyst	n/a	Sources
Behaviour Interventionist	n/a	Sources
Behaviour Consultant	n/a	Sources
Total FTE	**13.5**	**34.5**

The FCC will subcontract to the Kitimat CDC (KCDC) for all FCC services, including behaviour support, in Kitimat and Kitimaat Village. A verbal agreement with KCDC has been secured.
The FCC will subcontract to Sources for behaviour support to communities within the LSA except for Kitimat and Kitimaat Village. A verbal agreement with Sources has been secured.

Staffing Challenges
Recruitment is consistently a challenge for all positions. Historically, there have been lengthy gaps in positions due to an inability to recruit, whether for short-term maternity leaves or part-time or full-time positions. Challenges include:
- Attracting candidates to move to a community for a short contract or part-time job
- Attracting candidates to a community with exorbitant rental costs/low housing availability, and limited childcare spaces
- Limited number of trained professionals to fill the positions provincially or nationally

• Limited number of professionals interested in moving to a rural and remote location – a Canada-wide phenomenon
• Professionals may not feel comfortable or supported in moving to an area where they will be sole charge
• Professionals in the community often have large caseloads and deal with complex needs across the caseload
• Limited interim coverage for Speech and Language services has resulted in a lengthy waitlist for SLP services.
• New graduates may not be attracted to smaller communities
• Limited access to specialists in rural areas results in increased demands on professionals within the community to provide continuity of care
• With increasing referrals and caseloads there has been no increase in funding to hire personnel to meet the increasing demands.

Strategies Undertaken in Previous Years to Address Staffing Challenges
Attracting new staff:
• The TCDC advertised across Canada – universities, employment websites, and provincial pediatric websites (e.g., Therapy BC)
• The TCDC approached previous staff, BCACDI member agencies, and local private service providers to fill gaps in services during maternity leaves (e.g., use of a private physiotherapy clinic)
• Staff were hired from outside the community to provide virtual services (e.g., physiotherapy)
• Relocation allowance provided.

Retaining current staff:
• TCDC goes to great lengths to retain staff thus vacancies do not come up often.
• Encourage work life balance and flexible working hours.
• Outreach services (e.g., Positioning and Mobility Team) provided to the community helped build capacity for TCDC staff
• Mentorship is important and readily available from the current long-term staff
• The longevity of staff retention means that team members have garnered well-rounded knowledge in various disciplines (transdisciplinary team/model) and can support one another, including new staff.
Managing service provision:
• The TCDC currently has flexibility in assigning service delivery hours specific to staffing availability. All efforts are made to keep each discipline's service delivery hours at the required levels. For example, if a Physiotherapist reduces work by 20 hours/week and no other physiotherapist can replace those hours, then the service delivery hours are assigned to another therapy discipline. The hours are reassigned to Physiotherapy when staffing is available. As an FCC, flexible use of service delivery hours will be important for staff retention, reducing waitlists, and minimizing disruption of services to children and families.
• Current and ongoing robust relationships have allowed for consultation with distant specialists, such as BC Children's Hospital
• Prioritize incoming referrals and manage waitlists to address the increase in referrals and caseloads.

Appendix B1 – Service Plan

Outcomes

Successful retention strategies have resulted in long-term staff thus vacancies do not come up often and are usually filled within 3-6 months. However, in the past 5 years, it has become more challenging to find qualified Early Childhood/SCD Educators and it has taken longer to fill these positions. Repeatedly, recruitment for a physiotherapist has been challenging and has taken 1-3 years to fill the vacancies. The above strategies have allowed for coverage to enable the continuity of care for children and families when there has been a vacancy.

Strong community connections have resulted in the TCDC being approached by two SLPs who have expressed interest in upcoming positions that will be part of the new FCC.

Terrace Child Development Centre
Staffing Model and Subcontract Status

Role within Organization	Years of Service	Professional Designation	Primary Location of Work
Administration			
Executive Director	36		2510 Eby St, Terrace
Program Support	35		2510 Eby St, Terrace
Administration Staff	6		2510 Eby St, Terrace
Infant Development Program			
IDP Consultant	21	Occupational Therapist	2510 Eby St, Terrace
IDP Consultant	4	Music Therapist	2510 Eby St, Terrace
Early Intervention Therapy			
Occupational Therapist	28	Occupational Therapist	2510 Eby St, Terrace
Occupational Therapist	3	Occupational Therapist	2510 Eby St, Terrace
Speech Language Pathologist	11	Speech Language Pathologist	2510 Eby St, Terrace
Speech Language Pathologist	16	Speech Language Pathologist	2510 Eby St, Terrace
Speech Language Pathologist	3	Speech Language Pathologist	2510 Eby St, Terrace
Physiotherapist	3	Physiotherapist	2510 Eby St, Terrace
Family Support Worker	19		2510 Eby St, Terrace
Supported Child Development			
SCD Consultant	13	Early Childhood Educator	2510 Eby St, Terrace
SCD Consultant	3	Board Certified Behaviour Analyst	2510 Eby St, Terrace
SCD Educator	35	Early Childhood Educator	2510 Eby St, Terrace
SCD Educator	3	Early Childhood Educator	2510 Eby St, Terrace
SCD Educator	3		2510 Eby St, Terrace
SCD Coordinator	Vacant		2510 Eby St, Terrace

Service Model and Alignment to Community Needs

Appendix B1 – Service Plan

Provide a summary of how your service mix is or is not meeting community needs in terms of location and access to service, timeliness of services and appropriateness of the mix of services you provide versus the needs your community demonstrates. Identify steps you have taken to improve the alignment of your services to the needs of your community and their outcomes.

The TCDC has been in the community for nearly 50 years, and as needs have changed or increased, we have added programs and services. Overall, the TCDC is meeting the needs of our community as per feedback from stakeholders and families. However, a notable increase in demand (a 30% increase in the last three years compared to the previous two decades), has made it more challenging to provide timely service given significantly increased caseloads without an increase in funding for additional personnel across all disciplines.

Strategies taken to Meet Community Needs (Location, Access, Timeliness, Mix of Services)

- The TCDC has two locations within Terrace where families can access services
- Families can receive services at a location of their choice (e.g., home, playground, childcare center)
- The TCDC provides bus passes, gas cards and taxi vouchers to minimize transportation barriers
- Families can access services in person or virtually
- The TCDC has collaborated with various stakeholders to host private ASD clinics within the community, allowing for safer, and easier access for families by reducing wait times and the burden of travel.
- Upon request, the therapy team has provided service outside of regular hours
- The TCDC therapy team meets every two weeks to review new referrals with the expectation that families will be contacted within the next two weeks. Program support staff bring referrals to the attention of therapists between regular meetings when the referral concern seems more urgent
- The TCDC has been proactive in identifying a need for behaviour support for children by hiring a part-time BCBA working as an SCD consultant
- The TCDC has a well-rounded mix of service providers (Family Support, Behaviour Analyst, OT, PT, SLP, IDP, SCD, Pregnancy Outreach, Parenting Support, Early Years) to support the community of Terrace
- The TCDC added an Early Years Program that supports families in navigating community services

Outcome

Overall, TCDC meets the needs of our community by adding programs and adapting service provision as per stakeholder input. However, we recognize that this is an ongoing process that needs to be constantly monitored and adapted.

B: Plans for the coming year

Strategic Goals and Objectives

Strategic goals are measurable efforts, sometimes multi-year scope, to move towards an organization's mission and vision statements.
Strategic objectives are tangible targets for efforts or activity areas that are intended to be the means of achieving strategic goals. There are normally timeframes associated with strategic objectives.

Appendix B1 – Service Plan

Provide a list of strategic goals related to the operation of your Family Service Centre and any related Service Hubs and the strategic objective that support their achievement. These goals and objectives should be tied into your responses in section A and address any areas for improvement described in that section.

Goal 1: Establish strong community relationships in the extended LSA and further strengthen current relationships, including connections with Indigenous communities.
Objectives:
• Identify and meet with key stakeholders, within the LSA, within one month of the announcement of the lead proponent.
• Collaborate with key community members to identify their strengths, needs, gaps in service, goals, and priorities by January 2023.
• Annually, offer a minimum of three dialogue sessions with key stakeholders in all communities to ensure the FCC is meeting the community's self-identified needs.
• Meet with subcontractors, Kitimat CDC and Sources, within one month of the announcement of the lead proponent.
• Annually, meet with subcontractors to review roles and responsibilities to ensure effective service provision.
• Host an open house in January 2023 to inform the community about the Family Connection Centre.
• Between February and April 2023, host individual meetings with community stakeholders and partners to discuss roles, responsibilities, and service

Goal 2: Build better relationships with Indigenous communities, recognizing and honouring the spirit of reconciliation, cultural safety, sensitivity, and humility.
Objectives:
• By May 2023, hire an Indigenous/Cultural Liaison as part of the FCC team to help guide decisions, identify areas of concern and solutions, support culturally safe practices and promote appropriate practices with families and across all aspects of FCC services.
• Update administration staff job description to include writing, reviewing, and editing policies and procedures using a trauma-informed and culturally sensitive perspective. Complete updated job description by November 2022.
• Continue to connect with all communities to advance reconciliation and mutually respectful relationships through ongoing collaboration. Reconciliation and cultural safety are evolving processes and feedback will be welcome at any time

Goal 3: To be fully staffed to meet the needs of all communities within the LSA.
Objectives:
• Advertise for vacant positions within one month of the announcement of the lead proponent.
• Contact the people who have already expressed an interest in working with our Team within one month of the announcement of the lead proponent.
• Interview potential candidates in December 2022.
• Start onboarding new staff in mid-January 2023.
• Develop a legal contract for subcontract service agreements (Kitimat Community Development Centre, Sources) by December 2022.

Goal 4: To ensure the services of the FCC align with the needs of the communities.
Objectives:
• Collaborate with key community members to identify their strengths, needs, gaps in service, goals, and priorities by January 2023.
• Annually, offer a minimum of three dialogue sessions with key stakeholders in all communities to ensure the FCC is meeting the community's self-identified needs.
• Between February and April 2023, host individual meetings with community stakeholders and partners to discuss roles, responsibilities, and service provision.
• Provide consistent and predictable outreach services to outlying communities. Outreach visits will be offered four times/year in the Nisga'a Nation and two times/year in Stewart.

Goal 5: The FCC will maintain fiscal responsibility and financial stability to ensure that consistent and ongoing services are available to children and families.
Objectives:
• Continue with monthly and annual checks and balances to ensure solvency and financial transparency, responsibility and stability (e.g., developing a budget, reviewing actuals to budget, annual audit)
• Maintain proficiency in accounting software and stay current with technology, tax laws, and financial developments.
• Continue to submit to CARF Accreditation every three years, maintaining an exceptional level of excellence

Resource Planning
Provide a forward-looking assessment of your staffing and subcontracting needs. Outline the plan to secure the needed resources and any mitigating strategies if you are unable to do so. Identify any key positions, skill sets or professional designations that you expect challenges in recruiting and any planned mitigating strategies if you are unable to recruit.
Subcontracting
• A verbal agreement has been secured with the Kitimat Community Development Centre (KCDC) to provide all services required under the FCC to Kitimat and Kitimaat Village.
• A verbal agreement has been secured with the Sources to provide Behaviour Consultation and Behaviour Interventionists to all areas of the Terrace/Kitimat LSA except Kitimat, as the KCDC already has these services in place.
• Upon announcement of the successful proponent, legal services will be retained to complete formal and legally-binding agreements, which will be submitted to the Province for approval.

Staffing and Challenges
New staff will be needed for both front-line and administrative services:
• Administration: Hire a Human Resources Manager.
• Therapy services: Hire more SLPS, OTs and an additional PT. TCDC has already been approached by three therapists expressing an interest in working for the newly expanded FCC.
• Professional practice leads: Will be appointed from the current, experienced staff.
• Family Support Worker: Included in the FSW job description will be responsibilities as a Cultural Liaison.

• Child and Youth Care Worker: This represents a new position at the TCDC. A job description and their role within the whole of the FCC will be defined.
• Therapy Assistant: Such positions may be challenging to fill with qualified staff as few assistants are trained annually in BC. This represents a new position at the TCDC. A job description and their role within the whole of the FCC will be defined.
• Inclusive Child Care Workers/Consultants: Such positions will be challenging to fill given the current staffing shortages across all sectors. Personnel with preferred qualifications (e.g., ECE, degree or diploma in early childhood education) will be even more challenging to hire.
• Developmental Generalist: The positions will be filled by current Infant Development Consultants and by hiring new staff.
• Subcontractors are responsible for meeting the staffing requirements of FCC.

Mitigating Strategies if Unable to Recruit
• Sources has a pool of staff who could provide Behaviour Support coverage within the LSA, as needed.
• Use of virtual consultants, on a short-term basis, while finding qualified staff who will live within the LSA.
• Flexibility in assigning service delivery hours specific to staffing availability. All efforts will be made to keep each discipline's service delivery hours at the required levels.
• In the event of long-term shortages, collaborate with communities to develop and manage waitlist policies and procedures that meet their needs.
• Contract, on a short-term basis, therapists from other BCACDI agencies.

Reconciliation Planning
Provide a forward-looking overview of your intended actions to enhance reconciliation in the areas you serve. How will you continue to ensure cultural safety in the services you deliver and how will build and maintain positive relationships with the indigenous communities you serve.
Reconciliation and cultural safety are evolving processes. The TCDC will continue to connect with all communities to advance reconciliation and mutually respectful relationships.
• Continue to invite Matriarchs, Elders and Councilors to discuss Truth & Reconciliation and other matters they identify as important for respectful and effective working relationships with the TCDC staff.
• Ongoing review of Cultural Humility and Diversity (Cultural Safety), Accessibility, and Risk Management plans to ensure cultural safety in the services delivered. These plans address multiple issues, including cultural, attitudinal, literacy, and non-discriminatory practices and are applicable to all staff.
• Continue to expect all staff to participate in training and ongoing review of cultural sensitivity, humility and agility, trauma-informed, and family-centered practices. Staff are provided with the time and space for this evaluation and learning.
• Expect all members of the Board of Directors to participate in training and ongoing review of cultural sensitivity, humility and agility, trauma-informed, and family-centered practices.
• Continue to collaborate with families to plan service delivery that will meet their unique needs and challenges, empowering them to choose how and when to access available services.

• Continue to collaborate with key community members to plan for the strengths, needs, gaps in service, goals, and priorities they identify. This process is ongoing and evolving.
• In response to the 94 Calls to Action, a Statement of Reconciliation was developed to: o Make land acknowledgements (with input from Indigenous communities) at gatherings including, but not limited to, the AGM, workshops, groups, and meet and greets
o Provide/facilitate tools, resources and continuing educational opportunities that focus on cultural safety and reconciliation
o Commit to addressing barriers identified by Indigenous families, stakeholders, and partners.
o Build relationships with other organizations and associations with a focus on Indigenous populations, and strengthen these relationships.
o Incorporate a focus on reconciliation into the Strategic and Cultural Humility and Diversity plans

Appendix B2
NETWORK OF CENTRES

Please see attached Appendix B2 – Network of Centres

Schedule "C"
TRANSITION-IN SERVICES

1. Overview

1.1 The purpose of this Schedule is to describe the Transition-In Services and Deliverables that the Contractor will provide to prepare for and assume the delivery of the Core Services.

2. Transition-In Services

2.1 Commencing on the Effective Date, the Contractor will provide the following Transition-In Services:

(a) the complete and timely performance of all matters required to be performed by the Contractor as set out in the transition-in plan attached at Appendix C1 (the "**Transition-In Plan**"); and

(b) such additional services as are necessary to complete the Transition-In services and begin providing the Core Services.

2.2 The Contractor will perform the Transition-In Services to complete the Deliverables and other milestones described out in the Transition-In Plan by the corresponding date set out in the Transition-In Plan.

2.3 At two-week intervals from the Effective Date, the Contractor will provide both a written status update and a meeting status update, each in the form required by the Province, against the Transition-In Plan and budget for the Transition-In Services to update the Province on progress towards opening the Family Connection Centre, progress on the staffing recruitment process and identify any risks to their ability to meet the expected opening date.

3. Case Load Transition-In Deliverables

3.1 From February 1, 2023 to March 31, 2023, the Contractor will commence transitioning children, youth and families into the FCC. The Contractor will not have interactions with families, youth or children prior to February 1, 2023.

3.2 The Province will provide a prioritization approach to guide the transition of caseload from both the Province and other community service providers to the Contractor. Functional needs assessments will be required for many transitioning cases and will be required to be administered in a prioritized manner as directed by the Province.

3.3 The Contractor will develop a plan to transition children and youth who are accessing non-Province CYSN Caseload services, including from the Infant Development Program, Early Intervention Therapies, and FASD Key Workers programs, into the Core Services.

3.4 The Contractor will follow the following for children and youth caseload transition:

(a) work with the Province's appointed contact and existing service providers to plan for the transition of services to the FCC and the children/youth currently receiving those services;

(b) prioritize children/youth transitioning from the current CYSN caseload for intake in alignment with transition guidelines provided by the Province and within identified timelines;

(c) exercise professional judgement where it appears that a child/youth or family has a pressing need to connect with the FCC and complete intake;

(d) engage with families to determine the most appropriate mode of engagement through the intake process and will have options for in-person, in-office, in-home/community or virtual contact available;

(e) conduct functional needs assessment with children/youth and their families needing to confirm eligibility for Disability Services within timeframes identified by the Province.

(f) prioritize children/youth transitioning from the current CYSN caseload for services in accordance with service request and prioritization guidelines provided by the Province;

(g) verify via the IMIT system if families are eligible to receive services at the Family Connection Centre prior to provision of service (i.e. have confirmed their decision to end individualized funding and transition services to the Family Connection Centre; and

(h) provide orientations on the Family Connection Centre and its services available to children/youth and their families considering transitioning out of individualized funding and into services at the Family Connections Centre.

4. Completion of Transition-In Services

4.1 The Contractor will:

(a) complete all Transition-In Services, including all Deliverables and milestones set out in the Transition-In Plan;

(b) make the FCC fully operational and open to the public; and

(c) provide all Core Services,

by April 1, 2023 (the "**Assumption of Service Date**") unless written approval is provided by the Province in advance. For clarity, eligibility criteria vary across the Core Service categories and the specific type of services offered are made available depending on the assessed needs of the child/youth and their families and therefore may not all be provided by the Contractor on the Assumption of Service Date.

5. Transition-In Services Payments

5.1 In consideration for the performance of the Transition-In Services, the Province will pay the Transition-In Fees to the Contractor in accordance with section 5 of **Schedule "E"**.

Appendix C1
Transition-In Plan

Please see attached Appendix C1 – Transition-In Plan

Schedule "D"
SERVICE DELIVERY PRINCIPLES

1. The Contractor must ensure that a child and youth, whether their needs are simple or complex, short or long-term will receive timely, appropriate and effective assistance that respects and promotes their independence and self-determination, health and safety, within the limits of available resources.

2. Where appropriate the Contractor must develop care plans appropriate to the circumstances of the child and youth, that involve the child and youth, whether an individual or family and other persons involved in the child and youth's care.

3. The Contractor must ensure the child and youth's views are heard and considered in decisions affecting them, and must ensure that no retribution occurs as a result of advocacy on behalf of a child and youth.

4. The Contractor must ensure cultural competency principles and practices are incorporated in the delivery of Services to the children, youth and families, and Indigenous cultural competencies are applied when providing services to Indigenous children, youth and families. The Contractor must work within the framework provided by the *Human Rights Code* (British Columbia) and the *Multiculturalism Act* (British Columbia) in the delivery of Services.

5. The Contractor must consider the impact of residential schools on Indigenous children, families and communities in the planning and delivery of services to Indigenous children and families.

6. The Contractor must ensure that child and youth have independence from the Contractor's religious beliefs and affiliations.

7. The Contractor must:

   (a) at the outset of service delivery, inform child and youth about the Contractor's complaints process, and

   (b) work toward local resolution of any dispute or service dissatisfaction when it arises.

8. When providing Services to children, the Contractor must not require a parent or guardian, or a person acting for a parent or guardian, to waive the Contractor's liability for negligence.

9. When providing Services to children in care, as defined in the *Child, Family and Community Service Act* (British Columbia), the Contractor must provide them in accordance with the rights of children in care, found at section 70 in the *Child, Family and Community Service Act* (British Columbia).

10. When providing Services to Indigenous children, youth and their families the Contractor will support the preservation of Indigenous cultural identity and heritage and all reasonable efforts must be made to involve Indigenous people and Indigenous communities served in the design and delivery of Services to ensure services are culturally appropriate and responsive.

11. The Parties support the spirit and intent of the Province's *Indigenous Procurement and Contract Management Guidelines*.

Schedule "E"
FEES AND PRICING MODEL

1. Definitions

Unless the context otherwise requires, the following definitions apply:

Actual Monthly Costs means the Contractor's actual monthly costs directly incurred in the performance of the Services. These include costs associated with employee wages and benefits, Subcontractor costs, program costs, facility costs and Administration Fees, all as further described in the Payment Tool Guide.

Administration Fees means a percentage, not to exceed 10%, of the following costs (each as more particularly described in the Payment Tool and Payment Tool Guide) incurred by the Contractor in order to cover the costs to control and direct its business as it relates to the Services but that are not directly identified with operations or programs:

(a) employee wages and benefits and Subcontractor costs;

(b) program costs; and

(c) facility costs.

Adjusted Monthly Pre-Payment means the Forecasted Monthly Costs less the Holdback.

Family Connection Centre Funding means the funding to cover the delivery of the Core Services described in **Schedule "B"**, except the Core Services described in section 8.3 of **Schedule "B"**.

Forecasted Monthly Costs means the forecasted monthly costs, at full capacity (e.g. full staffing), that the Contractor anticipates that it will directly incur in the performance of the Services. These include costs associated with employee wages and benefits, Subcontractor costs, program costs, facility costs and Administration Fees, all as further described in the Payment Tool Guide.

Holdback means the percentage of the Contractor's Forecasted Monthly Costs that are withheld from payment by the Province until the time of the monthly true-up/reconciliation.

Inclusive Child Care Supports Funding means the funding for the Inclusive Child Care Supports program, being those Core Services described in section 8.3 of **Schedule "B"**.

Payment Tool means the Province-prescribed Excel workbook, as updated by the Province from time to time, that the Contractor will use to submit its Forecasted Monthly Costs and report its Actual Monthly Costs to the Province.

Payment Tool Guide means the guide provided by the Province, as amended by the Province from time to time, that the Contractor may use to assist in completing the Payment Tool. The Province will use the Payment Tool Guide to review and inform decisions related to the Contractor's Forecasted Monthly Costs and Actual Monthly Costs.

Service Fee means an amount equal to 2% of the Annual Maximum, payable on a quarterly basis (i.e. 0.5% of the Annual Maximum in each quarter) if the Contractor achieves the Service Fee-related Outcomes in the applicable quarter.

Service Fee Payment means the payment of the Services Fee by the Province for the Contractor's achievement of the Service-Fee related Outcomes.

Service Fee-related Outcomes means the reporting-related outcomes set out in **Schedule "H"** (*Reporting Requirements*) in respect of which, if the Contractor delivers such reporting on time and the Province determines such reports to be complete and to meet the Province's quality expectations, the Province will pay the Contractor the Service Fee Payment.

Transition-In Fees means the fees payable to the Contractor for the performance of the Transition-In Services, including, if relevant, the costs associated with caseload transitions.

Transition-Out Fees means the fees payable to the Contractor for the performance of the Transition-Out Services.

2. Maximum Budget for the Services

2.1 Notwithstanding any other provision of this Schedule, the maximum amount that the Province is obligated to pay the Contractor under this Agreement for Fees and expenses (exclusive of applicable taxes):

2.1.1 during any year of the Term (including, for clarity, during any Extension) is **$6,232,679** (the "**Annual Maximum**"); and

2.1.2 during the Term, including all Extensions, is **$31,163,395** (the "**Contract Maximum**").

2.2 Of the Annual Maximum, the Contractor must allocate an annual minimum of **$1,499,438** to the performance of the inclusive child care services, which are set out in section 8.3 of **Schedule "B"**.

2.3 For clarity:

2.3.1 the Service Fee is included as part of, and is not in addition to, the Annual Maximum; and

2.3.2 the Annual Maximum (and, correspondingly, the Contract Maximum) includes all amounts that the Province will pay to the Contractor in respect of all Services, including the Transition-In Services, Core Services and Transition-Out Services.

2.4 Notwithstanding any other provision of this Schedule, the Province will only pay a maximum of 10% of the Annual Maximum in Administration Fees. These percentages can be updated during the Term based on agreement between the Province and the Contractor, provided that any such adjustments will not cause payments to exceed the Annual Maximum.

2.5 The Province may make funding adjustments (i.e. increase the budget available to the Contractor) to enable implementation of Government initiatives outside the existing scope of the Services or to accommodate higher volumes of the existing Services. These adjustments will be made through a Change Request.

3. Funding Model for the Core Services

3.1 The funding model for the Core Services, which includes, for clarity, the Family Connection Centre Funding and the Inclusive Child Care Supports Funding, is a cost pass through plus Service Fee model. Under this model, the Contractor and the Province will agree on in-scope costs on an annual basis using the Payment Tool, and such amounts will be paid to the Contractor on a monthly basis..

An additional Service Fee will be paid to the Contractor if it meets the Service Fee-related Outcomes. For clarity, the total annual payments to the Contractor, which include all Actual Monthly Costs and the Service Fee and, where applicable, Transition-In Fees and Transition-Out Fees, are capped at the Annual Maximum.

4. Payment Methodology for the Core Services

4.1 The Province will pay the Contractor the costs and other amounts contemplated pursuant to this Schedule, only if the Contractor complies with the Agreement and performs the Core Services to the Province's satisfaction. Building on a cost pass through plus Service Fee funding model, the Province will use a pre-payment plus true-up/reconciliation plus Service Fee payment methodology for payments associated with the Core Services, described in further detail below:

4.2 On an annual basis, the Contractor will provide the Province with a forecast of its annual costs, at full capacity (e.g. full staffing), that the Contractor anticipates that it will directly incur in the performance of the Services (the "**Annual Cost Forecast**") as follows:

4.2.1 for the first year of the Term, the Annual Cost Forecast will be the amount set out in Exhibit E1; and

4.2.2 for each subsequent year of the Term, the Contractor will submit its Annual Cost Forecast, via the Payment Tool, to the Province for approval by January 15th of the applicable year. Upon the Province's approval, that Annual Cost Forecast will come into effect on April 1st of the applicable year.

4.3 Contractor's Forecasted Monthly Costs

4.3.1 The Contractor will use the Payment Tool to forecast its annual costs to perform the Core Services, 1/12 of which is deemed to be the Contractor's Forecasted Monthly Costs. The Forecasted Monthly Costs for the first year of the Term is:

For example, if the Contractor forecasts an annual budget of $1,2000,000, the Contractor's Forecasted Monthly Costs are $100,000 (i.e., $1,200,000/12).

4.4 Province prepays the Contractor an Adjusted Monthly Pre-Payment

4.4.1 The Province will prepay to the Contractor the Adjusted Monthly Pre-Payment on the 15th of each month. The Adjusted Monthly Pre-Payment will be an amount equal to the Forecasted Monthly Costs less a Holdback percentage ranging from 5% to 20% of the Forecasted Monthly Costs, as determined by the Province in its sole discretion. The Holdback percentage may be adjusted during the Term through a Change Request, provided that any adjustments will not cause payments to the Contractor to exceed the Annual Maximum.

For example, if the Contractor's Forecasted Monthly Costs are $100,000 and the Province determines that it will apply a Holdback percentage of 20% of the Forecasted Monthly Costs,, the Adjusted Monthly Pre-Payment will be $80,000 (i.e $100,000 x 80%).

4.5 Contractor reports Actual Monthly Costs

4.5.1 The Contractor will use the Payment Tool to report the previous month's Actual Monthly Costs to the Province by the 15th of the month immediately following the month in which such costs were incurred.

4.6 Monthly True-up/reconciliation calculation and payment

4.6.1 Using the Contractor's monthly reporting of the Forecasted Monthly Costs and Actual Monthly Costs, the Province will determine the Contractor's net cost position. The Province will pay the Contractor the difference between the Adjusted Monthly Pre-Payment and the Actual Monthly Costs where this difference is negative (i.e. the adjusted payment less the actual costs produces a negative number).

For example, if the Contractor's Adjusted Monthly Pre-Payment in a given month is $80,000 and the Contractor's Actual Monthly Costs are $90,000 in that month, the Contractor's actual costs of $90,000 are greater than the prepayment amount of $80,000, producing a negative difference ($80,000 - $90,000 = - $10,000). The Contractor will be paid the difference ($10,000) from the Province following receipt of an invoice.

Where the difference between the adjusted payment and the actual costs is positive (i.e. the adjusted payment less the actual costs produces a positive number), the amount may become a debt due to the Province that the Contractor must repay to the Province on demand and which the Province may set off against costs that the Province subsequently becomes obligated to pay the Contractor.

For example, if the Contractor's Adjusted Monthly Pre-Payment in a given month is $80,000 and the Contractor's Actual Monthly Costs are $70,000 in that month, the Contractor's actual costs of $70,000 are less than the prepayment amount of $80,000/month, producing a positive difference ($80,000 - $70,000 = $10,000). The Province will be entitled to receive difference of ($10,000) from the Contractor, which will be payable as a debt to the Province and, at the Province's option, may be deducted from the Contractor's next Adjusted Monthly Pre-Payment or any other amounts due and owing to the Contractor.

4.7 Province calculates Service Fee

4.7.1 Subject to the Contractor's achievement of the Service Fee-related Outcomes, the Province will pay to the Contractor the Service Fee on a quarterly basis.

For example, if the Annual Maximum is $1,200,000, and the Contractor achieves the Service Fee-related Outcomes in a given quarter, the Province will pay to the Contractor a Service Fee of $6,000 (i.e. $1,200,000 x 0.5%).

4.7.2 The Service Fee is currently set at 2% but may be adjusted upon mutual agreement between the Contractor and the Province through a Change Request.

4.7.3 For clarity, the Province will pay the Service Fee to the Contractor only if the Contractor achieves the Service Fee-related Outcomes in the prior quarter. Specifically, the Province will pay the Contractor the Service Fee if the Contractor produces reporting that is delivered on time, includes the required information, and meets the Province's quality expectations, where quality expectations include ensuring that the information reported is reasonable (e.g. a

Contractor's reported service hours align with the number of children, youth and families served), provides reports for the correct reporting period, ensures the information provided includes sufficient detail, and uses the correct format/template (as relevant). The Province will make the determination related to the Service Fee payment during the quarterly stewardship meetings with the Contractor.

5. Payment Methodology for Transition-In Services

5.1 The payment methodology for the Transition-In Fees is as set out in the Contractor's Transition-In Plan and relevant Payment Tool worksheet ("**Transition-In Forecasting**" worksheet), a copy of which is attached at Exhibit E2.

5.2 The Transition-In Fees payable by the Province to the Contractor are limited to the actual costs incurred by the Contractor in the performance of the Transition-In Services up to the amount set out in the Transition-In Forecasting worksheet. The Province will not be obligated to pay or reimburse the Contractor for any costs or expenses that the Contractor incurs in performing the Transition-In Services in excess of the amount set out in the Transition-In Forecasting worksheet.

6. Payment Methodology for Transition-Out Services

6.1 The payment methodology for the Transition-Out Fees will be set out in the agreed Transition-Out Plan and relevant Payment Tool worksheet ("**Transition-Out Forecasting**" worksheet), provided that any Fees and expenses payable in respect of Transition-Out Services will not cause payments to the Contractor to exceed the Annual Maximum.

7. Payment Tool Reporting

7.1 **Payment Tool Reporting for Core Services**: In order to obtain payment of any fees and expenses in relation to the Core Services under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), an invoice for the Transition-In Fees and a copy of the Family Connection Centre reporting worksheet ("**FCC Reporting**") and the Inclusive Child Care Supports reporting worksheet ("**ICCS Reporting**") found in the Payment Tool.

7.2 **Payment Tool Reporting for Transition-In Fee payments:** In order to obtain payment of any Transition-In Fees under this Agreement, the Contractor must deliver to the Province an invoice for the Transition-In Fees and a copy of the Transition-In Reporting worksheet found in the Payment Tool. The Contractor will report fees and expenses for each specific milestone as per the Transition-In Plan prepared by the Contractor and approved by the Province.

7.3 **Payment Tool for Reporting Transition-Out Services payments:** In order to obtain payment of any Transition-Out Fees under this Agreement, the Contractor must deliver to the Province an invoice for the Transition-Out Fees and a copy of the Transition-Out Reporting worksheet found in the Payment Tool.

8. Payments Due

8.1 **Core Services payments due**: Within 30 days of the Province's receipt of the Contractor's invoice for fees and expenses related to the Core Services delivered in accordance with this Schedule, the Province will pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the Payment Tool's FCC and ICCS reporting worksheets if they are in accordance with this Schedule. The Contractor can submit a single (one) combined invoice per billing period for fees and expenses related

to the Core Services. The Inclusive Child Care Supports program can be added as a service line in the invoice.

8.2 **Transition-In Fee payments due**: Within 30 days of the Province's receipt of the Contractor's invoice for Transition-In Fees, the Province will pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the Payment Tool Transition-In Reporting worksheet if they are in accordance with this Schedule.

8.3 **Transition-Out Services payments due**: Within 30 days of the Province's receipt of the Contractor's invoice for Transition Out Fees, the Province will pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the Payment Tool Transition-Out Reporting worksheet if they are in accordance with this Schedule.

8.4 **Required invoice detail**: All invoices submitted by the Contractor must contain sufficient detail to be identified with this Agreement and should reflect the information provided in the relevant Payment Tool reporting worksheets. These worksheets should be submitted together with the relevant invoice and will include information required under this **Schedule "E"**. The Contractor is encouraged to use numbered invoices. The invoice should, as a minimum, contain:

- the name of the Ministry
- the name and address of the Contractor and Business Number (if registered)
- the date of the invoice
- the time frame for which the services were provided
- a description of the service provided
- the sales tax(es) charged (if registered)
- the total amount charged; and
- reference to the contract or agreement

Exhibit E1

Operations Funding Payments

Please see attached Monthly Payment Schedule

Exhibit E2
Transition Funding Payments

Please see attached Transition Funding Payment Schedule

Schedule "F"
PERSONNEL MINIMUM REQUIREMENTS

This Schedule sets out, in addition to any requirements set forth in the Agreement itself, minimum requirements for Contractor Personnel to perform the Services.

1. In accordance with the *Criminal Records Review Act*, the Contractor must ensure that the all Contractor Personnel undergo a criminal record check or a criminal record check verification when required in circumstances where that Contractor Personnel 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 all Contractor Personnel who have, or potentially have, unsupervised access to children or the records of children and are not subject to checks under the *Criminal Records Review Act* undergo a criminal record check, that is satisfactory to the Province.

3. Upon the Province's written request the Contractor must provide the Province written confirmation that:

   (a) criminal record checks have been initiated;

   (b) the Contractor has acted on instructions from the Province or under the *Criminal Records Review Act*; and

   (c) all other related procedures have been followed.

4. The Contractor will ensure that its Contractor Personnel meet the qualifications, expectations and other requirements set out in Appendix F1 (Centre Staffing, Qualifications and Expectations) to the extent applicable to the roles and responsibilities of such Contractor Personnel.

Appendix F1
Staff Qualifications

Please see attached Appendix F1 – Center Staffing, Qualifications and Expectations

Schedule "G"
GOVERNANCE AND STEWARDSHIP

1. Governance

(a) The Contractor will participate as required in meetings with the Province and other operators of the Family Connection Centres in other local service areas to share information including but not limited to:

(i) identify opportunities for best practices;

(ii) Identify existing or potential issues and opportunities; and

(iii) Opportunities to improve contract management.

(b) Any costs associated with the participation in these meetings will be the sole responsibility of the Contractor.

2. Contract Stewardship Meetings

(a) The Contractor will participate in any other meetings as requested by the Province. The Contractor will participate in agreement steward meetings with the Province, which will occur quarterly to review the following topics including but not limited to:

(iv) Transition/Start Up Update

(v) Quarterly update on all components of the Annual Service Plan, including but not limited to:

(A) Cultural Safety and reconciliation activities

(B) Service model, child and youth volumes use of service deliver channels

(C) Staffing levels, recruitment, and retention

(D) Financial Summary

(vi) Issues management:

(A) Service delivery challenges

(B) Recruitment challenges relating to both employees and Subcontractors

(C) Complaint resolution pursuant to the Contractor's complaint processes for both general complaints received from children and youth and their families and eligibility issues

(D) Regional issues

(E) Overview of the contract outcomes and any other contract management issues.

(F) Any Contractor costs associated with the participation in these meetings will be the sole responsibility of the Contractor.

3. **Monthly meetings**

(a) The Contractor will participate in monthly check -in meetings with the Province to cover any operational issues that may require immediate discussion.

4. **Ad Hoc meetings**

(a) The Contractor will participate in any other meetings as requested by the Province.

Schedule "H"
REPORTING REQUIREMENTS

The Contractor will provide the information and reports described in this **Schedule "H"**, unless otherwise requested by the Province through the Relationship Management Process. The reports will include the requirements set out herein and will be provided at the time intervals outlined.

1. OUTCOME MONITORING

1.1 The Province will monitor the achievement of desired outcomes described below through required Deliverables and reporting requirements provided herein.

1.2 To enable Province monitoring, the Contractor must ensure case information is recorded accurately and in a timely fashion within the ICM.

1.3 The Contractor and Province will work collaboratively to determine any challenges, root causes, and potential solutions to improve outcomes for children, youth, and their families.

1.4 The following high-level outcomes will be monitored through the corresponding reporting requirements:

Desired Outcomes	Indicators	Deliverables	Tools	Reporting Frequency and Method
Child and Youth Outcomes				
Children and youth are making progress towards their developmental goals	Children/youth and family report improvement in the child/youth's developmental outcomes	Collaborative completion of "My Support Plan" Completion of "About my Child/About Me" tool	My Support Plan About my Child/About Me Quality Assurance Review of Support Planning	Annual review (Data gathered through case management and information platform) Upon intake and as needed
Improved Quality of Life	Child/Youth and family report improvements in the child/youth's desired quality of life outcomes	Collaborative completion of "My Support Plan"	My Support Plan	Annual review (Data gathered through case management and information platform)
Optimize Social Inclusion	Child/youth and family report improvements in the child/youths' desired social inclusion outcomes	Collaborative completion of "My Support Plan"	My Support Plan	Annual review (Data gathered through case management and

				information platform)
Family Outcomes				
Improved Quality of Life/Empowerment	Families report improvements in their desired quality of life outcomes Families report feeling confident in their ability to help their child grow and develop	Collaborative completion of "My Support Plan" Administration of survey	My Support Plan Survey	Annual review (Data gathered through case management and information platform) Annually
Optimize Social Inclusion	Families report improvement in their desired social inclusion outcomes	Annual review (Data gathered through case management and information platform)		Annual review (Data gathered through case management and information platform)
System Outcomes				
System is Responsive	Request for Service • Length of time from intake to individualized services • # of children/families removed from the request for service list and the reason • # and demographic of children and their families waiting for services	Use of case management and information platform	case management and information platform	Ongoing
	Service Recipient Demographics • # and demographics of those accessing services		case management and information platform	Ongoing Semi- annually
	General Service Utilization • Service utilization reports for developmental services • # of incidents of decreased or disrupted service provision and rationale	Use of case management and information platform Agency provides reports	Agency tracking case management and information platform case management and information platform	Ongoing Ongoing Ongoing

	• Provision of accessibility supports • Barriers/reasons for not accessing and /or completing service • Transition support provided	Use of case management and information platform Use of case management and information platform Use of case management and information platform Use of case management and information platform	case management and information platform case management and information platform	
Families Receive Trauma Informed Services	• Agency confirms polices and training for staff, etc • Service recipients report they received trauma informed service	Agency provides reports	Survey (agency or Quality Assurance administered)	Annually Semi annually
Families report the services they received were family – centered **Fewer families report barriers to accessing services** **Accreditation Reports/Quality Improvement Plans**	# and demographic of families who reported barriers; and families who are not able to access services.	Use of case management and information platform Agency Provided	Measure of Process of Care Survey case management and information platform	Semi annually Ongoing

2. REPORTING

2.1 In addition to outcome monitoring, the Province will also monitor operational sustainability through general operational reporting requirements set out in this section 2, including Contractor finances, operating hours, service utilization, wait times and staffing.

2.2 General

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

(b) The Contractor is required to use the Province's applications for reporting and program administration, as directed by the Province.

(c) The Contractor will support and comply with the Policies and Procedures relating to quality assurance, contract management, privacy management, and records management practices, as updated by the Province from time to time. The Contractor will adhere to the data and standardized reporting requirements as notified to the Contractor from time to time.

(d) Without limiting the Province's right to request additional reports from the Contractor from time to time as set out below, through mutual agreement between Contractor and Province, the frequency of regularly scheduled reporting may be adjusted over the term of the Agreement.

2.3 Required Reports

The reports required to be provided by the Contractor to the Province include but not limited to the following:

Report	Content	Reporting Frequency
Developmental Services	• The quantity of services (by number of hours, number of sessions etc.) and any variance from annual service plan? • the volume of children, youth and families that seek intake and guidance services • the volume and demographics of children and youth that went through screening services, including the referral pathway (e.g. self-referred, community referral, etc.) • the volume and demographics of children and youth currently receiving developmental monitoring services for each month	Quarterly
Inclusive Child Care Supports (SCD)	• Monthly number of recipients actively receiving inclusive child care supports • Number of Consultative hours provided this month • Monthly number of recipients waiting for more enhanced staffing supports (currently do not have enough to meet their child care needs) • Monthly number of recipients waiting for more enhanced staffing support hours (currently do not have enough to meet their child care needs)	Quarterly
Service Plan Update (stewardship report)	• Service Delivery Model • Staffing & recruitment/retention • Cultural safety plan progress & updates • Accessibility • Subcontracting • Quality Management • Dispute resolution (e.g., summary of types of complaints, how/if they were resolved, their response to the complaints for quality improvement purposes). • Financial projections	Quarterly
Annual Service Plan (in advance of upcoming year)	• Service Delivery Model • Staffing & recruitment/retention • Cultural safety plan progress & updates • Accessibility • Subcontracting • Quality Management • Contract Payment Tool to capture financial projections & confirm payment.	Annual
Annual performance summary (from previous year)	• Service Delivery Model • Staffing & recruitment/retention • Cultural safety plan progress & updates • Accessibility	Annual

	• Subcontracting • Quality Management • Dispute resolution (e.g., summary of types of complaints, how/if they were resolved, their response to the complaints for quality improvement purposes).	
Inclusive Child Care Supports (SCD)	• Number of child care program staff who have received professional learning opportunities by the Family Connections Services. • Number of hours of professional learning opportunities provided to child care providers. • Summary of types of professional learning opportunities provided.	Annual
Annual Audited Financial Statement	• With expectation of delivery time of audited financial statement. Ie: within 6 months of end of fiscal period.	Annual
Payment Tool Reporting	• Transition Reporting • FCC Reporting • ICCS Reporting	Monthly

2.4 Additional and Ad Hoc Reporting

(a) The Province may at any time submit to the Contractor a request for additional reports.

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

Schedule "I"
CONFLICT RESOLUTION PROTOCOL

This Conflict Resolution Protocol applies to the contractual relationships entered into by the Province for the provision of services on behalf of the Ministry of Children and Family Development.

- It outlines the processes to be followed in resolving any disputes between the contractor and the Province in respect of the contract terms (except the periodic negotiation of funding levels, related service and availability of an appropriation).

- It is to be used instead of any other statutory right of appeal or review.

- It presumes that both parties effect a collaborative relationship, outlined in the Negotiation Protocol, which fosters teamwork to assure effective program delivery, service and care of clients. Discussion of potential problem areas and concerns during the process of negotiation, and in a timely manner during the contract period, is a preventative process that minimizes the potential for a dispute to arise.

- It anticipates a process that is:

    - local;
    - affordable; and
    - timely.

The parties agree that each of them must:

(a) make bona fide efforts to resolve any disputes arising between them by amicable negotiations, in accordance with the resolution process outlined herein;

(b) provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations;

(c) make every effort to resolve disputes as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation, where necessary; and

(d) only resort to arbitration when all other means, including mediation, have been reasonably considered.

For the purposes of this three stage resolution process, each party must designate its "**Official**", for each stage, representing ascending order of decision-making authority for each party. The Stage Three Official must be the most Senior Executive Officer of each party. In the case of ministry, this must be the Deputy Minister or his/her designate.

STAGE ONE

- The designated Stage One Officials for each party meet ("Initial Meeting") to discuss and attempt to resolve the dispute.

- If there is no resolution within 15 calendar days of this meeting, the matter is referred to Stage Two.

- Step may be omitted or time periods adjusted by mutual agreement of both parties.

STAGE TWO

- The designated Stage Two Officials for each party meet ("**Review Meeting**") within 30 calendar days of the Initial Meeting to discuss and attempt to settle the conflicting positions of Stage One Officials.
- If there is no resolution within five calendar days of the Review Meeting, the matter is referred to Stage Three. Each official must provide a written summary to each Stage Three Official.
- Step may be omitted or time periods adjusted by mutual agreement of both parties.

STAGE THREE

- The designated Stage Three Officials for each party meet ("**Final Meeting**") within 50 calendar days of the Initial Meeting to discuss and attempt to settle the conflicting positions of Stage Two Officials.
- If there is no resolution within 10 calendar days of the Final Meeting, the matter is referred to the External Decision Process.
- Step may be omitted or time periods adjusted by mutual agreement of both parties.

EXTERNAL DECISION PROCESS

- In order to maintain the relationships that are essential to the contractual relationship, mediation is usually preferable to arbitration. A dispute cannot be referred to an arbitral process unless both parties (third Stage Officials) have met and determined that mediation cannot resolve or clarify the issues of the dispute. Unsuccessful mediation attempts will be referred to the arbitral process.
- A mediator must be selected by agreement of both parties, from a preapproved list of qualified mediators, maintained by the Mediate BC, unless the parties agree otherwise. Where the parties are unable to agree upon a mediator, within 30 days of the decision to mediate, a party may request Mediate BC appoint a mediator from the preapproved list of qualified mediators.
- When a mediator has been agreed on by the parties or appointed by Mediate BC, the parties must cooperate with the mediation process established by the mediator.
- Where a dispute is referred to an arbitral process, such disputes must be referred to and finally resolved by arbitration as determined under the provisions of the *Arbitration Act*.
- There must be one arbitrator, unless agreed otherwise.
- The place of arbitration must be agreed on by the parties.

Costs of either mediation or arbitration must be shared equally by each party.

Schedule "J"
PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,

   (a) "**Act**" means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;

   (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) "**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 and the Contractor dealing with the same subject matter as the Agreement;

   (d) "**privacy course**" means the Province's online privacy and information sharing training course or another course approved by the Province; and

   (e) "**public body**" means "public body" as defined in the Act;

   (f) "**third party request for disclosure**" means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;

   (g) "**service provider**" means a person retained under a contract to perform services for a public body; and

   (h) "**unauthorized disclosure of personal information**" means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

2. The purpose of this Schedule is to:

   (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and

   (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Acknowledgements

3. The Contractor acknowledges and agrees that

   (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;

(b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and

(c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Collection of Personal Information

4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

5. The Contractor must collect personal information directly from the individual the information is about unless:

(a) the Province provides personal information to the Contractor;

(b) the Agreement otherwise specifies; or

(c) the Province otherwise directs in writing.

6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:

(a) the purpose for collecting it;

(b) the legal authority for collecting it; and

(c) the name and contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.

8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9. 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 information is about.

Requests for Access to Information

10. If the Contractor receives a request for access to information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access. If the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.

13. Within 5 Business Days of correcting or annotating any personal information under section 11, 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 received by the Province, the Contractor disclosed the information being corrected or annotated.

14. 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, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.

17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.

18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

19. 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

20. 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. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:

    (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and

    (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information 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.

23. If in relation to personal information, the Contractor:

    (a) receives a third-party request for disclosure;

    (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or

    (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

    subject to section 24, the Contractor must immediately notify the Province.

24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:

    (a) use its best efforts to direct the party making the third-party request to the Province;

(b) provide the Province with reasonable assistance to contest the third-party request; and

(c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:

(i) the control of personal information by the Province as a public body under the Act;

(ii) the application of the Act to the Contractor as a service provider to the Province;

(iii) the conflict between the Act and the third-party request; and

(iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:

(a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and

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

27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, 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.

Termination of Agreement

30. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

32. Any reference to "**Contractor**" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.

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

34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.

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

Schedule "K"
SECURITY SCHEDULE

Definitions

1. In this Schedule:

(a) "**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;

(b) "**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;

(c) "**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;

(d) "**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;

(e) "**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;

(f) "**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);

(g) "**Protected Information**" means any and all:

(i) "**personal information**" as defined in the Privacy Protection Schedule if attached;

(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;

(h) "**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);

(i) "**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;

(j) "**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

(k) "**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.

Additional obligations

2. The Contractor must comply with **Appendix K1** if attached.

PERSONNEL

Confidentiality agreements

3. 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

4. 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.

5. 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.

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

Personnel information security training

7. 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

8. 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

9. 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

Information security policy

10. 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

11. 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

12. 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

13. 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

14. 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

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

16. 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

17. 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

18. 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

19. 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

20. For sections 18 and 19, 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

21. 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

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

Access

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.

29. 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

30. 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.

31. 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

32. 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

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components

34. 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.

35. 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.

36. 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.

37. 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

38. 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.

39. 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

40. 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

41. 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.

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

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

44. 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

45. 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).

46. 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

47. 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

48. 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

49. 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

50. 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

51. 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

52. 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).

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

Device security and antivirus scanning

54. 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

55. 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

56. 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.

57. 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.

58. 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.

59. 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

60. 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

61. 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

62. 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

63. 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

64. 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.

65. 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

66. 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.

67. 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.

68. 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

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including 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, unless prohibited by applicable law, 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

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

Incidents

71. 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

72. 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.

73. 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).

74. 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

75. 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

76. 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

77. 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.

78. 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

79. 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

80. 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

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.

82. Any reference to the "**Contractor**" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

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

84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. 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

86. Sections 63, 66, 67, 68, 69, 70 and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule K - Appendix K1
Additional Security Obligations

Security Screening Requirements

The personnel security screening requirements set out in this Appendix K1 are for the purpose of assisting the Contractor to determine whether or not any Contractor Personnel 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 all Contractor Personnel by viewing at least one piece of "primary identification" of the Contractor Personnel and at least one piece of "secondary identification" of the Contractor Personnel, 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 any Contractor Personnel 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 Contractor Personnel. 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 any Contractor Personnel, 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 all Contractor Personnel, which will generally consist of the Contractor requesting that the Contractor Personnel provide employment references and the Contractor contacting those references. If any Contractor Personnel has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Contractor Personnel by requesting the Contractor Personnel 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 any Contractor Personnel if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

Schedule "L"
INSURANCE

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:

   (a) Commercial General Liability in an amount not less than $2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must

      (i) include the Province as an additional insured,

      (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and

      (iii) include a cross liability clause.

   (b) Professional Liability in an amount not less than $2,000,000.00 per claim, insuring the Contractor's (or subcontractors) liability resulting from errors and omissions in the performance of professional services under this Agreement and this insurance must be endorsed to provide the Province 30 days advance written notice of cancellation.

   (c) Automobile Liability on all vehicles owned, operated or licensed by the Contractor (or subcontractor) 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 in place of the requirement for the BC Certificate of Insurance.

2. All insurance described in section 1 of this Schedule must:

   (a) be primary; and

   (b) not require the sharing of any loss by any insurer of the Province.

3. The Contractor must provide the Province with evidence of all required insurance as follows:

   (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;

   (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

   (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, 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 this Schedule in the Contractor's sole discretion.

Appendix B1 – Service Plan

CYSN Family Connections Centre - Service Plan **This plan must be filled out and will be evaluated along with the information provided in the response guidelines, all as described and in accordance with the RFP's evaluation criteria.**

Agency Name and Service Area: Terrace Child Development Centre Society - Terrace/Kitimat LSA

Date submitted to MCFD: July 22, 2022

Vision*:* Strengthened Relationships + Communities = Empowered Families

Mission*:* The Terrace Child Development Centre is dedicated to providing resources, support and education for children and families to grow and thrive.

A: Context and Assessment of Current State

Community Connection and Relationships

Provide a summary of the state of your relationships with the community you serve. Outline efforts you have undertaken in the previous year to enhance your connections and relationships in the community and their outcomes.

State of Relationships

The TCDC has provided services to children with support needs in Terrace and area for nearly 50 years and has long-standing relationships with families and agencies within the LSA.

Our relationships with community stakeholders are exceptional, and we strive to strengthen those relationships with each interaction. The mutual respect built from such long-term relationships allows for discussion and adaptation to changing needs identified by community partners and families.

Efforts Undertaken in the Previous Year to Enhance Connections and Relationships

• The pandemic has impacted connections and relationships in the past two years. All agencies developed policies that restricted in-person connections, and many Indigenous communities were closed to non-residents. Despite the pandemic, TCDC continued to connect with families and communities in various ways (e.g., phone calls, email, and virtually).

• Invited Matriarch, Elders and Councilors to discuss Truth & Reconciliation and other issues they identified as crucial for the TCDC staff.

• Partnered with agencies to engage in mutually beneficial training (e.g., Circle of Security with the TCDC and CYMH; Indigenous Cultural Safety training with TCDC and Sources).

• Mentorship (e.g., joint appointments, support, and training) has been requested and provided to regional AIDP and ASCD consultants.

• The TCDC sought feedback and dialogue community-wide (e.g., families, Indigenous communities, stakeholders and local agencies) to enhance services and increase collaboration.

• Upon invitation, participated in community events sponsored by local Indigenous agencies and communities (e.g., Kermode Health Fair, Hobiyee).

• Upon request, the TCDC has provided consultation and training to improve community capacity (e.g., Behaviour support training to childcare centres, presentations to UNBC students and teachers, consultation to SD 82 regarding accessible washrooms).

• Virtually joined families for medical appointments upon family request (e.g., BCCH plagiocephaly clinic; BCCH Neurology Clinic, BCCH Plastics clinic).

• Hosted outreach clinics (e.g., Psychology, Seating & Mobility team, NHAN and private ASD clinics).

• Indigenous staff offered Moe the Mouse Speech and Language Development Program to Indigenous and non-Indigenous childcare centres.

• Offered practicum opportunities for students of different disciplines (OT, PT, SLP, Dietician, nursing).

• Participated in interagency meetings, locally, regionally and provincially.

• Fundraising efforts enhanced the profile of the TCDC and offered networking opportunities, connecting and building relationships.

Outcomes

Developing these relationships has helped build community capacity for supporting children and families. The TCDC has become more aware of other services that can help families; likewise, other organizations have become more aware of how the TCDC can also provide support. This has resulted in earlier referrals, more people sharing support strategies, and more partnering between organizations. Ultimately, this has provided wrap-around services for families as they navigate support and services for their children.

Reconciliation and Cultural Safety

Provide a summary of the state of your relationships with the Indigenous communities you serve. Outline efforts you have undertaken in the previous year to enhance those relationships and advance reconciliation in the area you serve and their outcomes.

State of Relationships

Reconciliation and cultural safety are evolving processes. TCDC will continue to connect with all communities to advance reconciliation and mutually respectful relationships.

Efforts Undertaken in the Previous Year to Enhance Relationships and Advance Reconciliation

• The TCDC collaborated with families to plan service delivery that met their unique needs and challenges, empowering them to choose how and when to access available services

• Invited Matriarchs, Elders and Councilors to discuss Truth & Reconciliation and other matters they identified as necessary for respectful and effective working relationships with TCDC staff.

• Developed Cultural Humility and Diversity (Cultural Safety), Accessibility, and Risk Management plans in conformance with CARF standards. These plans address multiple issues, including cultural, attitudinal, literacy, and non-discriminatory practices.

• All TCDC staff participated in training and ongoing review of cultural sensitivity, humility and agility, trauma-informed, and family-centered practices. Staff were provided with the time and space for this evaluation and learning.

• With consultation, the TCDC developed a Statement of Reconciliation responding to the 94 Calls to Action.

• Sought input from Tsimshian members to develop appropriate language in the land acknowledgement used by the TCDC.

• Connected with AIDP and ASCD in the Nisga'a Nation and Terrace to work collaboratively with mutual families.

Outcomes

Efforts undertaken to enhance relationships with Indigenous communities have been successful. Agencies and communities continue to partner with the TCDC to provide services to children and families, participate in mutual training, and receive support. 100% of families surveyed (2021) reported that their values, culture, and beliefs were treated with respect and dignity, and 45% of families served by the TCDC self-identified as Indigenous (March 2022).

Multiple generations of families have come through the TCDC for nearly 50 years. The duration of the relationships we enjoy with Indigenous families affirm that what we do and how we do it is working for them.

Staffing Model and Subcontracting Status

Provide a summary of your current complement of staff and contractors against your planned complement. Identify any areas of staffing or contracting challenges over the past year, the strategies you have undertaken to address those challenges and their outcomes

Provide a listing of all contracted and staff members, their professional designations, primary location of work and role within the organization – identify any positions that are currently vacant.

Current and Planned Staff Complement

The TCDC is fully staffed, except in one position, and does not subcontract other services. It is anticipated that with the increase in geographical service delivery area and age groups (up to 19) that the demand for services will increase significantly. To address the increased demand and responsibilities, the new FCC plans to employ more staff and broaden some job descriptions.

Job Title	Current Staffing (TCDC) - FTE	Planned Staffing (FCC) - FTE
Executive Director	1	1

Administration Staff	1	2
Program Support	1	1
Professional Practice Lead - Therapies	n/a	0.5
Occupational Therapy	1.2	4
Physiotherapy	1	2
Speech Language Pathology	1.3	4
Therapy Assistant	n/a	2
Professional Practice Lead- Generalist & FSW	n/a	0.5
Infant Development/Developmental Generalist	1.3	4
Family Support/Cultural Liaison	.7	2
Child & Youth Care Worker	n/a	2
Supported Child Development Consultant/ Inclusive Child Care Consultant	2	3
Supported Child Development Educator / Inclusive Child Care Worker	3	6.5
Professional Practice Lead - BCBA	n/a	Sources
Board Certified Behaviour Analyst	n/a	Sources
Behaviour Interventionist	n/a	Sources
Behaviour Consultant	n/a	Sources
Total FTE	**13.5**	**34.5**

The FCC will subcontract to the Kitimat CDC (KCDC) for all FCC services, including behaviour support, in Kitimat and Kitimaat Village. A verbal agreement with KCDC has been secured.
The FCC will subcontract to Sources for behaviour support to communities within the LSA except for Kitimat and Kitimaat Village. A verbal agreement with Sources has been secured.

Staffing Challenges

Recruitment is consistently a challenge for all positions. Historically, there have been lengthy gaps in positions due to an inability to recruit, whether for short-term maternity leaves or part-time or full-time positions. Challenges include:

- Attracting candidates to move to a community for a short contract or part-time job
- Attracting candidates to a community with exorbitant rental costs/low housing availability, and limited childcare spaces
- Limited number of trained professionals to fill the positions provincially or nationally

• Limited number of professionals interested in moving to a rural and remote location – a Canada-wide phenomenon
• Professionals may not feel comfortable or supported in moving to an area where they will be sole charge
• Professionals in the community often have large caseloads and deal with complex needs across the caseload
• Limited interim coverage for Speech and Language services has resulted in a lengthy waitlist for SLP services.
• New graduates may not be attracted to smaller communities
• Limited access to specialists in rural areas results in increased demands on professionals within the community to provide continuity of care
• With increasing referrals and caseloads there has been no increase in funding to hire personnel to meet the increasing demands.

Strategies Undertaken in Previous Years to Address Staffing Challenges
Attracting new staff:
• The TCDC advertised across Canada – universities, employment websites, and provincial pediatric websites (e.g., Therapy BC)
• The TCDC approached previous staff, BCACDI member agencies, and local private service providers to fill gaps in services during maternity leaves (e.g., use of a private physiotherapy clinic)
• Staff were hired from outside the community to provide virtual services (e.g., physiotherapy)
• Relocation allowance provided.

Retaining current staff:
• TCDC goes to great lengths to retain staff thus vacancies do not come up often.
• Encourage work life balance and flexible working hours.
• Outreach services (e.g., Positioning and Mobility Team) provided to the community helped build capacity for TCDC staff
• Mentorship is important and readily available from the current long-term staff
• The longevity of staff retention means that team members have garnered well-rounded knowledge in various disciplines (transdisciplinary team/model) and can support one another, including new staff.
Managing service provision:
• The TCDC currently has flexibility in assigning service delivery hours specific to staffing availability. All efforts are made to keep each discipline's service delivery hours at the required levels. For example, if a Physiotherapist reduces work by 20 hours/week and no other physiotherapist can replace those hours, then the service delivery hours are assigned to another therapy discipline. The hours are reassigned to Physiotherapy when staffing is available. As an FCC, flexible use of service delivery hours will be important for staff retention, reducing waitlists, and minimizing disruption of services to children and families.
• Current and ongoing robust relationships have allowed for consultation with distant specialists, such as BC Children's Hospital
• Prioritize incoming referrals and manage waitlists to address the increase in referrals and caseloads.

Outcomes

Successful retention strategies have resulted in long-term staff thus vacancies do not come up often and are usually filled within 3-6 months. However, in the past 5 years, it has become more challenging to find qualified Early Childhood/SCD Educators and it has taken longer to fill these positions. Repeatedly, recruitment for a physiotherapist has been challenging and has taken 1-3 years to fill the vacancies. The above strategies have allowed for coverage to enable the continuity of care for children and families when there has been a vacancy.

Strong community connections have resulted in the TCDC being approached by two SLPs who have expressed interest in upcoming positions that will be part of the new FCC.

Terrace Child Development Centre
Staffing Model and Subcontract Status

Role within Organization	Years of Service	Professional Designation	Primary Location of Work
Administration			
Executive Director	36		2510 Eby St, Terrace
Program Support	35		2510 Eby St, Terrace
Administration Staff	6		2510 Eby St, Terrace
Infant Development Program			
IDP Consultant	21	Occupational Therapist	2510 Eby St, Terrace
IDP Consultant	4	Music Therapist	2510 Eby St, Terrace
Early Intervention Therapy			
Occupational Therapist	28	Occupational Therapist	2510 Eby St, Terrace
Occupational Therapist	3	Occupational Therapist	2510 Eby St, Terrace
Speech Language Pathologist	11	Speech Language Pathologist	2510 Eby St, Terrace
Speech Language Pathologist	16	Speech Language Pathologist	2510 Eby St, Terrace
Speech Language Pathologist	3	Speech Language Pathologist	2510 Eby St, Terrace
Physiotherapist	3	Physiotherapist	2510 Eby St, Terrace
Family Support Worker	19		2510 Eby St, Terrace
Supported Child Development			
SCD Consultant	13	Early Childhood Educator	2510 Eby St, Terrace
SCD Consultant	3	Board Certified Behaviour Analyst	2510 Eby St, Terrace
SCD Educator	35	Early Childhood Educator	2510 Eby St, Terrace
SCD Educator	3	Early Childhood Educator	2510 Eby St, Terrace
SCD Educator	3		2510 Eby St, Terrace
SCD Coordinator	Vacant		2510 Eby St, Terrace

Service Model and Alignment to Community Needs

Provide a summary of how your service mix is or is not meeting community needs in terms of location and access to service, timeliness of services and appropriateness of the mix of services you provide versus the needs your community demonstrates. Identify steps you have taken to improve the alignment of your services to the needs of your community and their outcomes.

The TCDC has been in the community for nearly 50 years, and as needs have changed or increased, we have added programs and services. Overall, the TCDC is meeting the needs of our community as per feedback from stakeholders and families. However, a notable increase in demand (a 30% increase in the last three years compared to the previous two decades), has made it more challenging to provide timely service given significantly increased caseloads without an increase in funding for additional personnel across all disciplines.

Strategies taken to Meet Community Needs (Location, Access, Timeliness, Mix of Services)

• The TCDC has two locations within Terrace where families can access services
• Families can receive services at a location of their choice (e.g., home, playground, childcare center)
• The TCDC provides bus passes, gas cards and taxi vouchers to minimize transportation barriers
• Families can access services in person or virtually
• The TCDC has collaborated with various stakeholders to host private ASD clinics within the community, allowing for safer, and easier access for families by reducing wait times and the burden of travel.
• Upon request, the therapy team has provided service outside of regular hours
• The TCDC therapy team meets every two weeks to review new referrals with the expectation that families will be contacted within the next two weeks. Program support staff bring referrals to the attention of therapists between regular meetings when the referral concern seems more urgent
• The TCDC has been proactive in identifying a need for behaviour support for children by hiring a part-time BCBA working as an SCD consultant
• The TCDC has a well-rounded mix of service providers (Family Support, Behaviour Analyst, OT, PT, SLP, IDP, SCD, Pregnancy Outreach, Parenting Support, Early Years) to support the community of Terrace
• The TCDC added an Early Years Program that supports families in navigating community services

Outcome

Overall, TCDC meets the needs of our community by adding programs and adapting service provision as per stakeholder input. However, we recognize that this is an ongoing process that needs to be constantly monitored and adapted.

B: Plans for the coming year

Strategic Goals and Objectives

Strategic goals are measurable efforts, sometimes multi-year scope, to move towards an organization's mission and vision statements.
Strategic objectives are tangible targets for efforts or activity areas that are intended to be the means of achieving strategic goals. There are normally timeframes associated with strategic objectives.

Appendix B1 – Service Plan

Provide a list of strategic goals related to the operation of your Family Service Centre and any related Service Hubs and the strategic objective that support their achievement. These goals and objectives should be tied into your responses in section A and address any areas for improvement described in that section.

Goal 1: Establish strong community relationships in the extended LSA and further strengthen current relationships, including connections with Indigenous communities.
Objectives:
• Identify and meet with key stakeholders, within the LSA, within one month of the announcement of the lead proponent.
• Collaborate with key community members to identify their strengths, needs, gaps in service, goals, and priorities by January 2023.
• Annually, offer a minimum of three dialogue sessions with key stakeholders in all communities to ensure the FCC is meeting the community's self-identified needs.
• Meet with subcontractors, Kitimat CDC and Sources, within one month of the announcement of the lead proponent.
• Annually, meet with subcontractors to review roles and responsibilities to ensure effective service provision.
• Host an open house in January 2023 to inform the community about the Family Connection Centre.
• Between February and April 2023, host individual meetings with community stakeholders and partners to discuss roles, responsibilities, and service

Goal 2: Build better relationships with Indigenous communities, recognizing and honouring the spirit of reconciliation, cultural safety, sensitivity, and humility.
Objectives:
• By May 2023, hire an Indigenous/Cultural Liaison as part of the FCC team to help guide decisions, identify areas of concern and solutions, support culturally safe practices and promote appropriate practices with families and across all aspects of FCC services.
• Update administration staff job description to include writing, reviewing, and editing policies and procedures using a trauma-informed and culturally sensitive perspective. Complete updated job description by November 2022.
• Continue to connect with all communities to advance reconciliation and mutually respectful relationships through ongoing collaboration. Reconciliation and cultural safety are evolving processes and feedback will be welcome at any time

Goal 3: To be fully staffed to meet the needs of all communities within the LSA.
Objectives:
• Advertise for vacant positions within one month of the announcement of the lead proponent.
• Contact the people who have already expressed an interest in working with our Team within one month of the announcement of the lead proponent.
• Interview potential candidates in December 2022.
• Start onboarding new staff in mid-January 2023.
• Develop a legal contract for subcontract service agreements (Kitimat Community Development Centre, Sources) by December 2022.

Goal 4: To ensure the services of the FCC align with the needs of the communities.
Objectives:
• Collaborate with key community members to identify their strengths, needs, gaps in service, goals, and priorities by January 2023.
• Annually, offer a minimum of three dialogue sessions with key stakeholders in all communities to ensure the FCC is meeting the community's self-identified needs.
• Between February and April 2023, host individual meetings with community stakeholders and partners to discuss roles, responsibilities, and service provision.
• Provide consistent and predictable outreach services to outlying communities. Outreach visits will be offered four times/year in the Nisga'a Nation and two times/year in Stewart.

Goal 5: The FCC will maintain fiscal responsibility and financial stability to ensure that consistent and ongoing services are available to children and families.
Objectives:
• Continue with monthly and annual checks and balances to ensure solvency and financial transparency, responsibility and stability (e.g., developing a budget, reviewing actuals to budget, annual audit)
• Maintain proficiency in accounting software and stay current with technology, tax laws, and financial developments.
• Continue to submit to CARF Accreditation every three years, maintaining an exceptional level of excellence

Resource Planning
Provide a forward-looking assessment of your staffing and subcontracting needs. Outline the plan to secure the needed resources and any mitigating strategies if you are unable to do so. Identify any key positions, skill sets or professional designations that you expect challenges in recruiting and any planned mitigating strategies if you are unable to recruit.
Subcontracting
• A verbal agreement has been secured with the Kitimat Community Development Centre (KCDC) to provide all services required under the FCC to Kitimat and Kitimaat Village.
• A verbal agreement has been secured with the Sources to provide Behaviour Consultation and Behaviour Interventionists to all areas of the Terrace/Kitimat LSA except Kitimat, as the KCDC already has these services in place.
• Upon announcement of the successful proponent, legal services will be retained to complete formal and legally-binding agreements, which will be submitted to the Province for approval.

Staffing and Challenges
New staff will be needed for both front-line and administrative services:
• Administration: Hire a Human Resources Manager.
• Therapy services: Hire more SLPS, OTs and an additional PT. TCDC has already been approached by three therapists expressing an interest in working for the newly expanded FCC.
• Professional practice leads: Will be appointed from the current, experienced staff.
• Family Support Worker: Included in the FSW job description will be responsibilities as a Cultural Liaison.

• Child and Youth Care Worker: This represents a new position at the TCDC. A job description and their role within the whole of the FCC will be defined.
• Therapy Assistant: Such positions may be challenging to fill with qualified staff as few assistants are trained annually in BC. This represents a new position at the TCDC. A job description and their role within the whole of the FCC will be defined.
• Inclusive Child Care Workers/Consultants: Such positions will be challenging to fill given the current staffing shortages across all sectors. Personnel with preferred qualifications (e.g., ECE, degree or diploma in early childhood education) will be even more challenging to hire.
• Developmental Generalist: The positions will be filled by current Infant Development Consultants and by hiring new staff.
• Subcontractors are responsible for meeting the staffing requirements of FCC.

Mitigating Strategies if Unable to Recruit
• Sources has a pool of staff who could provide Behaviour Support coverage within the LSA, as needed.
• Use of virtual consultants, on a short-term basis, while finding qualified staff who will live within the LSA.
• Flexibility in assigning service delivery hours specific to staffing availability. All efforts will be made to keep each discipline's service delivery hours at the required levels.
• In the event of long-term shortages, collaborate with communities to develop and manage waitlist policies and procedures that meet their needs.
• Contract, on a short-term basis, therapists from other BCACDI agencies.

Reconciliation Planning
Provide a forward-looking overview of your intended actions to enhance reconciliation in the areas you serve. How will you continue to ensure cultural safety in the services you deliver and how will build and maintain positive relationships with the indigenous communities you serve.
Reconciliation and cultural safety are evolving processes. The TCDC will continue to connect with all communities to advance reconciliation and mutually respectful relationships.
• Continue to invite Matriarchs, Elders and Councilors to discuss Truth & Reconciliation and other matters they identify as important for respectful and effective working relationships with the TCDC staff.
• Ongoing review of Cultural Humility and Diversity (Cultural Safety), Accessibility, and Risk Management plans to ensure cultural safety in the services delivered. These plans address multiple issues, including cultural, attitudinal, literacy, and non-discriminatory practices and are applicable to all staff.
• Continue to expect all staff to participate in training and ongoing review of cultural sensitivity, humility and agility, trauma-informed, and family-centered practices. Staff are provided with the time and space for this evaluation and learning.
• Expect all members of the Board of Directors to participate in training and ongoing review of cultural sensitivity, humility and agility, trauma-informed, and family-centered practices.
• Continue to collaborate with families to plan service delivery that will meet their unique needs and challenges, empowering them to choose how and when to access available services.

• Continue to collaborate with key community members to plan for the strengths, needs, gaps in service, goals, and priorities they identify. This process is ongoing and evolving.
• In response to the 94 Calls to Action, a Statement of Reconciliation was developed to: ○ Make land acknowledgements (with input from Indigenous communities) at gatherings including, but not limited to, the AGM, workshops, groups, and meet and greets
○ Provide/facilitate tools, resources and continuing educational opportunities that focus on cultural safety and reconciliation
○ Commit to addressing barriers identified by Indigenous families, stakeholders, and partners.
○ Build relationships with other organizations and associations with a focus on Indigenous populations, and strengthen these relationships.
○ Incorporate a focus on reconciliation into the Strategic and Cultural Humility and Diversity plans

Appendix B2 – Network of Centres "NoC"

Service Provider	Terrace Child Development Centre

Name	Location
Kitimat Community Development Centre	1515 Kingfisher Avenue, Kitimat BC V8C 1S5
Sources	101-575 Brunswick Street, Prince George BC V2L 2B8

Page 609 of 621

Withheld pursuant to/removed as

s.13 ; s.17

Terrace Child Development Centre Society
Payment Schedule

Contract Annual Maximum	6,232,679
Service Fee (2%)	124,654
Total FCC	4,607,826
Total ICCS	1,499,482
	6,107,308
Monthly total	508,942.33

	April (Q1)	May	June	July (Q2)	August	September	October (Q3)	November	December	January (Q4)	February	March	April (Q1)	May	Total
Adjusted Costs 95%	483,495.22	483,495.22	483,495.22	483,495.22	483,495.22	483,495.22	483,495.22	483,495.22	483,495.22	483,495.22	483,495.22	483,495.22			5,801,942.60
Payment up to (Reconciliation/True up)			25,447.12	25,447.12	25,447.12	25,447.12	25,447.12	25,447.12	25,447.12	25,447.12	25,447.12	25,447.12	25,447.12	25,447.12	305,365.40
Service Fee (2% of contract maximum)					31,163.40			31,163.40			31,163.40			31,163.40	124,653.58
Total	483,495	483,495	508,942	508,942	540,106	508,942	508,942	540,106	508,942	508,942	540,106	508,942	25,447	56,611	6,231,962

Terrace Child Development Centre
Transition costs breakdown

	Milestone 1	Milestone 2	Milestone 3	Milestone 4	Total
Total Milestone Funding	$ 43,000.00	$ 39,500.00	$ 18,000.00	$ 22,250.00	$ 122,750.00
Total Admin Funding	$ 4,300.00	$ 3,950.00	$ 1,800.00	$ 2,225.00	$ 12,275.00
Total Transition Funding Budget	$ 47,300.00	$ 43,450.00	$ 19,800.00	$ 24,475.00	$ 135,025.00
Total Funds Requested per Milestone					
% of Funding Requested	0%	0%	0%	0%	
Transition Funds Requested	$ -	$ -	$ -	$ -	$ -
Total Admin Funding Requested	$ -	$ -	$ -	$ -	$ -
Prepayment total	$ -	$ -	$ -	$ -	$ -
True up/remaining funds (payment up to)	$ 47,300.00	$ 43,450.00	$ 19,800.00	$ 24,475.00	$ 135,025.00
Total payment	$ 47,300.00	$ 43,450.00	$ 19,800.00	$ 24,475.00	$ 135,025.00

0%

CENTRE STAFFING, QUALIFICATIONS AND EXPECTATIONS

At a minimum, the professional practice lead (PPL) is required to have the defined qualifications listed below. Other qualifications may be considered, in consultation with the Ministry. In cases where recruiting a PPL is difficult, collaborative approaches with other Ministry agencies or contracted providers may be explored to support clinical supervision. For example, partnering with another centre to support staff supervision while working to recruit staff.

Centres are expected to hire so staff represent a range of expertise in working with different diagnoses and disabilities. Centres will work to hire staff that meet the desired outcomes of the following positions but may exercise discretion as to the complement of staff to reflect community needs.

PROFESSIONAL PRACTICE LEADS

Professional Practice Lead – Each of Therapies (OT/PT/SLP)

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Provide and promote a culturally safe and trauma-informed work environment for all staff.
- Establish and maintain respectful relationships with team members and families.
- This role may be partially management/partially clinical.
- Provide clinical consultation and mentorship related to practice and to cultural safety and trauma informed practice.
- Provide clinical oversight to staff and any Ministry preapproved sub-contractors.

Qualifications:

- Meet qualifications for occupational therapist, physiotherapist, or speech/language pathologist as listed below; AND
- A minimum of 4 years pediatric experience.
- Alternative qualifications may be considered in consultation with the contract manager.

Professional Practice Lead - Behaviour Analysts/Consultants

Expectations/Potential Duties:	Qualifications:

• Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
• Provide and promote a culturally safe and trauma informed work environment for all staff.
• Establish and maintain respectful relationships with team members and families.
• Perform duties of behaviour analyst/consultant as listed below.
• Provide clinical oversight to behaviour analyst/consultant staff and any Ministry preapproved sub-contractors.
	• Meet behaviour analyst/consultant qualifications listed below; AND
	  • A minimum of 4 years experience working with individuals between 3 to 18 years old with disabilities.
	  • Alternative qualifications may be considered in consultation with the contract manager.

• Provide clinical consultation and mentorship related to practice and to cultural safety and trauma informed practice. • This role may be partially management and partially clinical.	

Professional Practice Lead – Generalist and Family Support Worker

Expectations/Potential Duties:	Qualifications:

• Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
• Provide and promote a culturally safe and trauma-informed work environment for all staff.
• Establish and maintain respectful relationships with team members and families.
• Perform duties of generalist or family support worker as listed below.
• Provide clinical oversight to family support workers and generalists.
• Provide clinical consultation and mentorship related to practice and to cultural safety and trauma informed practice.
• This role may be partially management and partially clinical.
	• Preferred educational qualification is a degree in a social services or human services discipline.
	• In addition to the qualifications of a family support worker, the following knowledge and experience are required:
	  • Supervisory experience, including clinical oversight.
	  • Working in the community with children, youth, or young adults with disabilities and their families.
	  • Knowledge of early child development.
	
	Alternative qualifications may be considered in consultation with the contract manager.

PROFESSIONALS

Occupational Therapist (OT)

Expectations/Potential Duties:	Qualifications:
• Practice with culturally safe and trauma-informed approaches. • Promote functional skills that contribute to inclusion and engagement in life in ways that are meaningful to the family. • Prescribe equipment. • Establish and maintain respectful relationships with families. • Use relational, person and family-centered approaches to determine goals, perform assessments, design treatment to match goals and assessment findings, review plan, discharge when appropriate, participate in case planning; work with the child, youth, and their family and support team; and attend case meetings as required. • Responsibility for supervision of therapy assistants.	• Master's degree in occupational therapy and registration with the appropriate provincial licensing body. • Member in good standing with the College of Occupational Therapists of BC.

Physiotherapist (PT)

Expectations/Potential Duties:

- Practice with culturally safe and trauma-informed approaches.
- Promote functional skills that contribute to inclusion and engagement in life in ways that are meaningful to the family.
- Prescribe equipment.
- Establish and maintain respectful relationships with families.
- Use relational, person and family-centered approaches to determine goals, perform assessments, design treatment to match goals and assessment findings, review plan, discharge when appropriate, participate in case planning; work with the child, youth, and their family and support team; and attend case meetings as required.
- Responsibility for supervision of therapy assistants.

Qualifications:

- Master's degree in physiotherapy, plus registration with the appropriate provincial licensing body.
- Member in good standing with the College of Physiotherapists of BC and be licensed to practice in B.C.

Speech Language Pathologist (SLP)

Expectations/Potential Duties:

- Practice with culturally safe and trauma-informed approaches.
- Promote functional skills that contribute to inclusion and engagement in life in ways that are meaningful to the family.
- Prescribe equipment.
- Establish and maintain respectful relationships with families.
- Use relational, person and family-centered approaches to determine goals, perform assessments, design treatment to match goals and assessment findings, review plan, discharge when appropriate, participate in case planning; work with the child, youth, and their family and support team; and attend case meetings as required.
- Responsibility for supervision of therapy assistants.

Qualifications:

- Master's degree in speech-language pathology from a recognized university.
- Member in good standing with the British Columbia and Canadian Associations of Speech-Language Pathologists.

Therapy Assistant

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Establish and maintain respectful relationships with families.
- Carry out treatment plan by the prescribing therapist.
- Employ a strengths-based approach to working with children, youth, and families.

Qualifications:

- Completion of a recognized, two-year Rehabilitation Assistant Diploma or Communicative Disorders Assistant Diploma or equivalent experience and qualifications..

Behaviour Analyst/Consultant

Expectations/Potential Duties:

- Practice with culturally safe and trauma-informed approaches.
- Promote functional skills that contribute to inclusion and engagement in life in ways that are meaningful to the family.
- Support parents to provide attuned care.
- Work in a person and family-centered manner with families/caregivers to develop family-led intervention plans.
- Prescribe equipment.
- Establish and maintain respectful relationships with families.
- Use relational, person and family-centered approaches to determine goals, perform assessments, design interventions to match goals and assessment findings, review plan, discharge when appropriate, participate in case planning; work with the child, youth, and their family and support team; and attend case planning meetings as required.
- Work with a multidisciplinary team to support a holistic approach to intervention.
- Employ a strengths-based approach to working with children, youth, and their family.
- Responsible for supervising behaviour interventionists.

Qualifications:

- Degree in a related human/social service field. Master's degree in a relevant field is preferred.
- Experience assisting in the design, implementation, and monitoring of individualized evidence-based intervention programs for children and youth.
- Experience training and supervising behaviour interventionists, parents and/or other related parties.
- Experience leading assessment activities related to the need for behaviour intervention.
- Experience leading functional assessments and designing positive behaviour support plans with families, schools and/or community programs.
- Experience working within a multidisciplinary team.

Alternative qualifications may be considered in consultation with the contract manager.

Behaviour Interventionist

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Establish and maintain respectful relationships with families.
- Work under the supervision of a behaviour analyst/ consultant.
- Implement strategies and appropriate therapies for supporting infants and young children with support needs or with a likelihood of developmental delay as developed by the supervising professional(s).
- Collect information for planning and progress reporting.

Qualifications:

- Behavioral interventionists (BI) do not require formal education, specific training, or certification to perform their duties but, as a result, BIs are not qualified to work in isolation or design and adjust intervention plans themselves.
- Ability to work independently and as a member of a team.
- Preference for experience working with children/youth with behavioural support needs.
- Preference for experience implementing behaviour plans.
- Preference for being able to work with children with challenging behaviours.
- Preference for current Child Safe First-Aid or equivalent alternative certificate.

Developmental Generalist

These positions are intended to capture the various skills and expertise that serve children and families in various	

capacities. This can include infant development and/or FASD key worker experience.

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Establish and maintain respectful relationships with families.
- Support home visits to assess infant development and plan with parents to enhance optimal development and monitor progress.
- Help monitor caseloads and wait lists.
- Encourage the use of About My Child/About Me and assessment tools and report writing and recommendations; ensure appropriate referrals and follow up.
- Implement strategies and appropriate therapies for supporting infants and young children with support needs or with a likelihood of developmental delay.
- Work with staff and families, understanding the cultural and socio-economic issues in your community.
- Demonstrate knowledge of the stages of early childhood development including typical and atypical growth and development; Indigenous culture and issues, and local early childhood development/ support resources and services.

Qualifications:

- A degree or diploma in a related early childhood development field or related field, social work, psychology, nursing, education.
- Training and experience in working with young children, youth, and families.
- Experience and education working with complex developmental behaviourial needs such as FASD.

Alternative qualifications may be considered in consultation with the contract manager.

Family Support Worker

These positions are intended to capture the various skills and expertise that serve children and families in various capacities. This can include infant development and/or FASD key worker experience.

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Develop rapport with the child, youth, and their family.
- Assist family to overcome barriers related to accessing services (e.g., travel grants, equipment grants, government funding).
- Connect family to CYSN worker when it is indicated that they qualify for Disability Services.
- Employ a strengths-based approach to working with children, youth, and their family.
- Build relationships and connections within the community to ensure a fully integrated approach and utilization of resources.
- Encourage uptake and recourse to existing services and support.
- Identify gaps, issues, and systemic barriers in the community using Collective Impact and provide recommendations to the Director.

Qualifications:

- Diploma in a social services or human services discipline.
- Knowledge and demonstrated understanding of strengths-based family systems and attachment-based support, community resources.
- Minimum combined 2 years' experience in the following areas:
- Working within a multi-disciplinary team.
- System navigation.
- Establishing trusting relationships with children, youth, and families.

Alternative qualifications may be considered in consultation with the contract manager.

Child and Youth Care Worker

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Establish and maintain respectful relationships with families.
- Work under the supervision of a behaviour analyst or consultant, and/ or therapist.
- Implement strategies and appropriate therapies for supporting infants and young children with support needs or with a likelihood of developmental delay as developed by the supervising professional(s).
- Provide direct goal-oriented assistance to a child, youth and/or family.
- Collect information for planning and progress reporting.

Qualifications:

- Degree or diploma in a human/social service field (e.g., child and youth care, education, social work).

Alternative qualifications may be considered in consultation with the contract manager.

Inclusive Child Care Consultant

Expectations/Potential Duties:

- Practice with culturally safe, trauma-informed, relational, person and family-centered approaches.
- Deliver child-specific services including:
  - Meet with families and their children to assess the needs of the child or youth in a child care setting.
  - Work with the child care provider and family to develop and monitor strategies for the child so they can fully participate in inclusive child care.
  - Determine if extra staffing support is required to enable the child's participation in child care and determine number of hours needed.
  - Work with the child care provider, family, and school district to support transition to kindergarten
- Deliver child care program-specific capacity building services, including:
  - Deliver practical professional learning opportunities to child care programs in the region regarding foundational skills and knowledge for providing inclusive child care. This involves partnering with the child care provider to identify and enable professional learning opportunities.

Qualifications:

- Diploma or degree in early childhood education or a related field.
- Three years of work experience in inclusive child care including experience with community-based or multi-disciplinary services.
- Current approved first aide certificate.
- Knowledge of community child care resources and other community support services.
- Knowledge of the communities served by the family connections centre.
- Preferred experience working with the Supported Child Development or Aboriginal Supported Child Development program.
- Demonstrated ability to use a cultural safety framework.

Alternative qualifications may be considered in consultation with the contract manager.

Inclusive Child Care Worker

These positions may or may not be provided by the FCC.
These positions may be subcontracted.

Expectations/Potential Duties:

- Participate in training provided by the inclusive child care consultant(s).

Qualifications:

One of the following:

- Responsible Adult certification.
- Early Childhood Education Assistant certification.

Support full inclusion of one or more children in a child care program, implementing strategies identified by the inclusive child care consultant(s)/defined in the child's care/ support plan. • Adhere to child care centre policies and regulations.	• Early Childhood Educator certification. • Diploma or degree in early childhood education or a related field (may be in progress). Alternative qualifications may be considered in consultation with the contract manager.

MANAGEMENT STAFF

Executive Director

Expectations/Potential Duties:	Qualifications:
• Practice with culturally safe, trauma-informed, relational, person and family-centered approaches. • Address complex coordination issues. • Consult on policy application. • Coordinate with contractors. • Responsible for the overall planning, development, and implementation of age-appropriate programs. • Policy management; human resource management. • Management of employees. • Ensuring cultural safety in Human Resources Process and in hiring.	As needed by the organization.

Administration Staff

These are the necessary staff to administer the FCC. They may include administrative assistants, a finance director, finance staff, and human resources staff. **Expectations/Potential Duties:** • Practice with culturally safe, trauma-informed, relational, person and family-centered approaches. • Support staff in coordinating care for clients. • Maintain all administrative and financial systems of the organization. • Oversee financial management of the FCC. • Procure and manage contracts. • Manage appointment bookings. • Ensure files are securely stored, and privacy/ confidentiality is maintained.	**Qualifications:** As needed by the organization.

Additional professionals contracted under supplemental supports, including sub-contracting of resources, require approval by MCFD.