

---

# **Service Agreement**

*Regarding the provision of freedom of information services  
between  
Information Access Operations, Ministry of Citizens' Services (IAO)  
and  
Transportation Investment Corporation (TI Corp)*

*Effective April 1, 2022 – March 31, 2025*

---

1.0	BACKGROUND .....	3
2.0	PURPOSE .....	3
3.0	MODIFICATION OR DELETION OF SERVICES AND CHARGES .....	3
4.0	CHARGE-BACK PROCESS AND DOCUMENTATION .....	3
5.0	VERIFICATION AND AUDIT.....	3
6.0	JOINT PLANNING AND COOPERATION.....	4
7.0	SERVICES.....	4
8.0	NOTICE AND CANCELLATION.....	4
9.0	DISPUTE RESOLUTION .....	4
10.0	CONFIDENTIALITY AND DISCLOSURE.....	4
11.0	SECURITY OF DATA .....	5
12.0	DURATION OF AGREEMENT .....	5
	Attachment 1: Services to be Provided and Associated Charges (2022/23 - 2024/25) .....	6

---

## **1.0 BACKGROUND**

Information Access Operations (IAO), Ministry of Citizens' Services currently provides Freedom of Information (FOI) services (as laid out in Appendix 1) to all ministries.

In limited circumstances, IAO also provides FOI services to broader public sector agencies under Agreement.

## **2.0 PURPOSE**

The purpose of this agreement is to document the exchange of services between IAO and TI Corp whereby IAO will provide FOI services to TI Corp, in exchange for fees to cover employee salary and costs associated with the work.

Detailed descriptions of the services to be provided by IAO, and associated charges, are included in Attachment 1, which forms part of this agreement.

## **3.0 MODIFICATION OR DELETION OF SERVICES AND CHARGES**

During the life of this agreement, it is expected that services provided by IAO will be modified, transitioned, deleted, or added. Changes to the services provided and their associated costing will be documented as amendments to Attachment 1.

The provided services and their related costs will be reviewed at the expiration of this service agreement and a new service agreement will be drafted.

## **4.0 CHARGE-BACK PROCESS AND DOCUMENTATION**

IAO will send an invoice to TI Corp on a quarterly basis for services and costs as outlined in Attachment 1.

Payments can be made via electronic funds transfer (details below) with email notification sent to

s.17

s.17

## **5.0 VERIFICATION AND AUDIT**

TI Corp has the right to audit any additional supporting documentation of IAO not provided under Section 4.0 above.

---

## **6.0 JOINT PLANNING AND COOPERATION**

IAO and TI Corp agree to plan and work together through the process of transitioning any service to ensure business continuity.

## **7.0 SERVICES**

IAO undertakes to provide the services listed in Attachment 1.

The Schedule to Delegation Instrument (Attachment 2) sets out the positions to whom powers, duties and functions defined by the *Freedom of Information and Protection of Privacy Act* (FOIPPA) are delegated by the Head.

TI Corp and IAO agree to work in partnership in meeting the legislated deadlines imposed by FOIPPA.

## **8.0 NOTICE AND CANCELLATION**

This agreement or any ongoing service as defined in Attachment 1 may be terminated with 60 days written notice to the other party.

## **9.0 DISPUTE RESOLUTION**

Any disputes that may arise pertaining to this agreement, which cannot be resolved between the Executive Director, Information Access Operations and the Chief Information Officer, TI Corp, will be referred to the Assistant Deputy Minister and Chief Records Officer, Ministry of Citizens' Services and the President and Chief Executive Officer, TI Corp, for resolution.

## **10.0 CONFIDENTIALITY AND DISCLOSURE**

The parties will ensure that information provided under this agreement is collected, retained, used and disclosed in a manner consistent with the provisions of FOIPPA and other relevant legislation. This agreement does not require or permit a contravention of any legislation.

---

## 11.0 SECURITY OF DATA

The parties agree that each will make all necessary arrangements to maintain the security, confidentiality and integrity of the data.

The parties agree that all data provided under this agreement will be used, stored and transmitted securely to ensure compliance with the confidentiality provisions of the legislation referenced in section 10.0 and to protect sensitive business information of the parties.

The parties will immediately advise each other of any circumstances, incidents or events, which have (or may in the future) jeopardize:

- Confidentiality of data or the privacy of individuals
- The security of any computer system or network used to access data

## 12.0 DURATION OF AGREEMENT

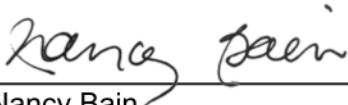
This agreement is effective April 1, 2022 to March 31, 2025.



\_\_\_\_\_  
Rhiana Begley  
Executive Director, Information Access Operations  
Ministry of Citizens' Services

\_\_\_\_\_  
February 23, 2022

Date



\_\_\_\_\_  
Nancy Bain  
Executive Financial Officer  
Transportation Investment Corporation

\_\_\_\_\_  
March 9, 2022

Date

---

## Attachment 1: Services to be provided and Associated Charges

IAO will provide the following Services to TI Corp:

### 1.0 Freedom of Information Services

IAO will provide TI Corp with FOI services, including:

- Receiving, administration, tracking, responding to, and reporting on, freedom of information requests received by or on behalf of TI Corp.
- Freedom of Information training, at prior request of Chief Information Officer, TI Corp or Manager, Information Management, Access & Privacy, TI Corp.

Below is a breakdown of the services that IAO will offer with respect to formal FOI requests submitted to TI Corp:

- Receiving requests from applicants
- Determining that section 5 requirements have been met (i.e. they are legitimate FOI requests) or working with the applicant so that their request can meet the requirements of section 5
- Administering and receiving fee payments, including application fees.
- Communicating with the applicant as required to process the request (e.g. correspondence regarding acknowledgement of the request and timelines, fee-related correspondence, time extensions, transfers, response letters, etc.)
- Entering the requests into our FOI request processing/tracking/reporting system
- Sending TI Corp a call for records, advising that you have a request and asking that the records be sent to us with a harms assessment
- Taking time extensions permitted to be taken by the public body, where the circumstances warrant it
- Requesting OIPC approval for time extensions, where circumstances warrant it
- Issuing fee estimates on general FOI requests, where the circumstances warrant it
- Narrowing/clarifying requests where needed
- Making recommendations with respect to fee waiver requests (for TI Corp's approval unless that authority is delegated to IAO)
- Receiving the responsive records from TI Corp
- Consulting other public bodies or third parties, as/where required
- Reviewing the responsive records for severing required or permitted by FOIPPA
- Providing a red lined copy of the records with an FOI request approval form (i.e. a disclosure recommendation package) so that TI Corp can authorize the response
- Assisting/supporting TI Corp in dealing with the OIPC on complaints/reviews on files (where the process does not require legal counsel representation)

### 2.0 Costs for Services

TI Corp will reimburse IAO for costs for these services on the following basis:

s.17

## Attachment 2: SCHEDULE TO DELEGATION INSTRUMENT

This Schedule sets out the positions to whom powers, duties, and functions of the head are delegated.

TRANSACTION	SECTION					
ORGANIZATION RESPONSIBLE		IAO		TI Corp		
POSITIONS THAT MAY EXERCISE DELEGATED AUTHORITY		IA	MA	COO	CEO	MIAP
INFORMATION RIGHTS						
<b>Duty to assist applicants</b> All duties and powers set out in this section	6	X	X	X	X	X
<b>Time limit for responding</b> All duties and powers set out in this section	7	X	X	X	X	X
<b>Contents of response</b> All duties and powers set out in this section	8	X	X	X	X	X
<b>How access will be given</b> All duties and powers set out in this section	9	X	X	X	X	X
<b>Extending the time limit for responding</b> All duties and powers set out in this section	10	X	X	X	X	X
<b>Transferring a request</b> All duties and powers set out in this section	11	X	X	X	X	X
EXCEPTIONS						
<b>Cabinet and local public body confidences</b> Must refuse to disclose to applicant	12(1)			X	X	
May refuse to disclose to applicant	12(3)			X	X	
<b>Policy advice or recommendations</b> All duties and powers set out in this section	13			X	X	
<b>Legal Advice</b> All duties and powers set out in this section	14			X	X	
<b>Disclosure harmful to law enforcement</b> All duties and powers set out in this section	15			X	X	
<b>Disclosure harmful to intergovernmental relations or negotiations</b> All duties and powers set out in this section	16			X	X	
<b>Disclosure harmful to the financial or economic interests of a public body</b> All duties and powers set out in this section	17			X	X	
<b>Disclosure harmful to the conservation of heritage sites, etc.</b> All duties and powers set out in this section	18			X	X	
<b>Disclosure harmful to interests of an Indigenous people</b> All duties and powers set out in this section	18.1			X	X	
<b>Disclosure harmful to individual or public safety</b> All duties and powers set out in this section	19			X	X	
<b>Information that will be published or released within 60 days</b> All duties and powers set out in this section	20			X	X	

<b>Disclosure harmful to business interests of a third party</b> All duties and powers set out in this section	21			X	X	
<b>Disclosure harmful to personal privacy</b> All duties and powers set out in this section	22			X	X	
<b>Disclosure of information relating to abortion services</b> Must refuse to disclose information to applicant	22.1(2)			X	X	
<b>NOTICES TO THIRD PARTIES</b>						
<b>Notifying the third party</b> All duties and powers set out in this section	23	X	X			
<b>Time limit and notice of decision</b> All duties and powers set out in this section	24	X	X			
<b>PUBLIC INTEREST PARAMOUNT</b>						
<b>Information must be disclosed if in the public interest</b> All duties and powers set out in this section	25			X	X	
<b>OFFICE AND POWERS OF INFORMATION AND PRIVACY COMMISSIONER</b>						
<b>Power to authorize a public body to disregard requests</b> Ask the commissioner to disregard requests	43			X	X	
<b>Powers of commissioner in conducting investigations, audits or inquiries</b> Require commissioner to view document at site	44(4)			X	X	
<b>REVIEWS &amp; COMPLAINTS</b>						
<b>Burden of proof</b> Prove an applicant has no right of access to a record	57(1)	X	X	X	X	X
<b>Duty to comply with orders</b> Must comply with order of commissioner	59(1) and 59(1.1)	X	X	X	X	X
<b>GENERAL PROVISIONS</b>						
<b>Policy manuals available without request</b> All duties and powers set out in this section	70			X	X	X
<b>Records available without request</b> All duties and powers set out in this section	71			X	X	X
<b>Fees</b> Require payment of fee	75(1)	X	X	X	X	X
Provide fee estimate and set amount of deposit required	75(4)	X	X			X
Excuse all or part of fee	75(5)		X	X	X	
Must respond in writing within 20 days	75(5.1)		X			X



---

DEFINITIONS:

IAO – Information Access Operations.

TI Corp maintains custody or control of records subject to FOIPPA.

“Position that may exercise delegated authority” - All positions in a specified organization (IAO or TI Corp) that may exercise delegated authority pursuant to a specific section or subsection of FOIPPA. The specific determination of who will exercise that discretion in regard to any particular record, program, system or legislation will be in accordance with the FOIPPA Policy and Procedures Manual and with consideration of any other specific guidance provided by IAO or the Office of the Chief Information Officer (OCIO).

IA – IAO Analyst (FOI Analyst, Senior FOI Analyst, FOI Specialist, or FOI Team Lead) in IAO with assigned responsibility for processing and analyzing requests for records and activities of ministries that are subject to FOIPPA.

MA – Manager, Access to Information in IAO with responsibility for directing the provision of specific services to a ministry or group of ministries.

COO – Chief Operating Officer, TI Corp

CEO – Chief Executive Officer, TI Corp

MIAP – Manager, Information Management, Access & Privacy, TI Corp

\*\*\*\*\* End of Agreement \*\*\*\*\*

---

# **Memorandum of Understanding**

## **Service Agreement**

*Regarding the provision of freedom of information and records management services  
between*

*Information Access Operations, Ministry of Citizens' Services  
and  
Community Living British Columbia*

*Effective April 1, 2011*

---

1.0	BACKGROUND .....	3
2.0	PURPOSE.....	3
3.0	MODIFICATION OR DELETION OF SERVICES AND CHARGES .....	3
4.0	CHARGE-BACK PROCESS AND DOCUMENTATION .....	3
5.0	VERIFICATION AND AUDIT .....	3
6.0	JOINT PLANNING AND COOPERATION .....	4
7.0	SERVICES .....	4
8.0	NOTICE AND CANCELLATION .....	4
9.0	DISPUTE RESOLUTION.....	4
10.0	CONFIDENTIALITY AND DISCLOSURE .....	4
11.0	SECURITY OF DATA.....	5
12.0	DURATION OF AGREEMENT .....	5
	Attachment 1: Services to be Provided and Associated Charges (2010/11) .....	5

---

## **1.0 BACKGROUND**

Information Access Operations (IAO), Ministry of Citizens' Services currently provides Freedom of Information services to Community Living British Columbia (CLBC).

## **2.0 PURPOSE**

The purpose of this MOU is to document an agreement between IAO and CLBC whereby IAO will provide specific ongoing and one-time Freedom of Information services to CLBC, and will recover these costs.

Detailed descriptions of the services to be provided by IAO, and associated charges, are included in Attachment 1, which forms part of this agreement.

## **3.0 MODIFICATION OR DELETION OF SERVICES AND CHARGES**

During the life of this agreement, it is expected that services provided by IAO will be modified, transitioned, deleted, or added. Changes to the services provided and their associated costing will be documented as amendments to Attachment 1.

The provided services and their related costs will be reviewed annually and amended as agreed between the parties.

## **4.0 CHARGE-BACK PROCESS AND DOCUMENTATION**

IAO will issue quarterly invoices to CLBC for services performed.

The invoices will be based on the services and costs identified in Attachment 1 of this agreement. Costs will be itemized in a manner consistent with Attachment 1 and, where appropriate, will be supported by a copy of the service request as supporting documentation.

## **5.0 VERIFICATION AND AUDIT**

CLBC has the right to audit any additional supporting documentation of IAO not provided under Section 4.0 above.

---

## **6.0 JOINT PLANNING AND COOPERATION**

IAO and CLBC agree to plan and work together through the process of transitioning any service to ensure business continuity.

## **7.0 SERVICES**

IAO undertakes to provide the services listed in Attachment 1.

The Schedule to Delegation Instrument (Attachment 2) sets out the positions to whom powers, duties and functions defined by the *Freedom of Information and Protection of Privacy Act* (FOIPPA) are delegated by the Head.

CLBC undertakes to assist IAO in meeting the legislated deadlines imposed by FOIPPA in accordance with the 30/60 day timeline flow charts in Attachment 3.

## **8.0 NOTICE AND CANCELLATION**

This agreement or any ongoing service as defined in Attachment 1 may be terminated with three months notice and when mutually agreed by both entities.

## **9.0 DISPUTE RESOLUTION**

Any disputes that may arise pertaining to this agreement, which cannot be resolved between the Executive Director, Information Access Operations and the Director, Quality Assurance, CLBC, will be referred to the Assistant Deputy Minister, Ministry of Citizens' Services and the Chief Executive Officer, CLBC, for resolution.

## **10.0 CONFIDENTIALITY AND DISCLOSURE**

The parties will ensure that information provided under this MOU is collected, retained, used and disclosed in a manner consistent with the provisions of FOIPPA and other relevant legislation. This MOU does not require or permit a contravention of any legislation.

## 11.0 SECURITY OF DATA

The parties agree that each will make all necessary arrangements to maintain the security, confidentiality and integrity of the data.

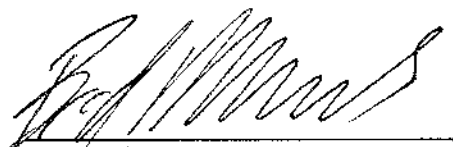
The parties agree that all data provided under this MOU will be used, stored and transmitted securely to ensure compliance with the confidentiality provisions of the legislation referenced in section 10.0 and to protect sensitive business information of the parties.

The parties will immediately advise each other of any circumstances, incidents or events, which have (or may in the future) jeopardize:

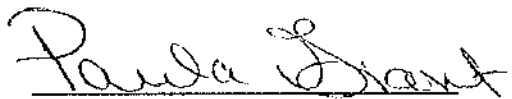
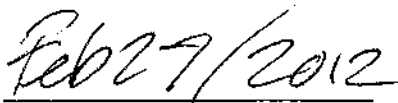
- Confidentiality of data or the privacy of individuals
- The security of any computer system or network used to access data

## 12.0 DURATION OF AGREEMENT

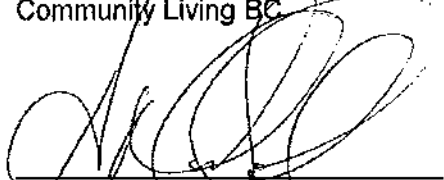
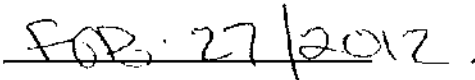
This agreement is effective April 1st, 2011 and will be reviewed annually subject to re-negotiation of the terms herein and the notice and cancellation provisions of section 8.0 above.



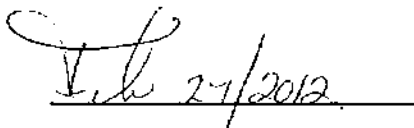
Brad Williams  
Director, Access and Records Service Delivery  
Information Access Operations



Paula Grant  
Director, Quality Assurance (Privacy Officer)  
Community Living BC



Audrey McDonald  
Manager, IT Operations  
Community Living BC



---

## **Attachment 1: Services to be Provided and Associated Charges (2011/12)**

IAO will provide the following Services to CLBC:

### **1.0 Freedom of Information Services**

IAO will provide CLBC with Freedom of Information services, including:

- Receiving, administration, tracking, responding to, and reporting on, freedom of information requests received by or on behalf of CLBC. s.17
- Consultation and advice on freedom of information issues at the prior request of CLBC\_Director, Quality Assurance, or CLBC Manager, IT Operations
- Freedom of Information Training, at the prior request of CLBC Director, Quality Assurance, or CLBC Manager, IT Operations.

### **3.0 Costs for Services**

CLBC will reimburse IAO for costs for these services on the following basis:

s.17

## Attachment 2: SCHEDULE TO DELEGATION INSTRUMENT

This Schedule sets out the positions to whom powers, duties, and functions of the head are delegated.

TRANSACTION	SECTION					
ORGANIZATION RESPONSIBLE		IAO				
POSITIONS THAT MAY EXERCISE DELEGATED AUTHORITY		IA	SA	MA	M/QA	CEO
<b>INFORMATION RIGHTS</b>						
<b>Duty to assist applicants</b> All duties and powers set out in this section	6	X	X	X	X	X
<b>Time limit for responding</b> All duties and powers set out in this section	7	X	X	X	X	X
<b>Contents of response</b> All duties and powers set out in this section	8	X	X	X	X	X
<b>How access will be given</b> All duties and powers set out in this section	9	X	X	X	X	X
<b>Extending the time limit for responding</b> All duties and powers set out in this section	10	X	X	X	X	
<b>Transferring a request</b> All duties and powers set out in this section	11	X	X	X	X	
<b>EXCEPTIONS</b>						
Cabinet and local public body confidences Must refuse to disclose to applicant	12(1)			X		X
May refuse to disclose to applicant	12(3)			X	X	
Policy advice or recommendations All duties and powers set out in this section	13			X		X
Legal Advice All duties and powers set out in this section	14			X		X
Disclosure harmful to law enforcement All duties and powers set out in this section	15			X		X
Disclosure harmful to intergovernmental relations or negotiations All duties and powers set out in this section	16			X		X
Disclosure harmful to the financial or economic interests of a public body All duties and powers set out in this section	17			X		X
Disclosure harmful to the conservation of heritage sites, etc. All duties and powers set out in this section	18			X		X
Disclosure harmful to individual or public safety All duties and powers set out in this section	19			X		X
Information that will be published or released within 60 days All duties and powers set out in this section	20			X		X
Disclosure harmful to business interests of a third party All duties and powers set out in this section	21			X		X
Disclosure harmful to personal privacy All duties and powers set out in this section	22			X		X



Disclosure of information relating to abortion services Must refuse to disclose information to applicant	22.1(2)			X		X
<b>NOTICES TO THIRD PARTIES</b>						
Notifying the third party All duties and powers set out in this section	23	X	X	X		
Time limit and notice of decision All duties and powers set out in this section	24	X	X	X		
<b>PUBLIC INTEREST PARAMOUNT</b>						
Information must be disclosed if in the public interest All duties and powers set out in this section	25				X	X
<b>PROTECTION OF PRIVACY</b>						
Right to request correction of personal information All duties and powers set out in this section	29			X	X	X
Disclosure for research or statistical purposes Approval of conditions to protect personal information	35				X	X
<b>OFFICE AND POWERS OF INFORMATION AND PRIVACY COMMISSIONER</b>						
Power to authorize a public body to disregard requests Ask the commissioner to disregard requests	43			X	X	X
Powers of commissioner in conducting investigations, audits or inquiries Require commissioner to view document at site	44(4)			X	X	X
<b>REVIEWS &amp; COMPLAINTS</b>						
Burden of proof Prove an applicant has no right of access to a record	57(1)		X	X		
Duty to comply with orders Must comply with order of commissioner	59(1) and 59(1.1)	X	X	X	X	X
<b>GENERAL PROVISIONS</b>						
General information respecting the use of personal information Must correct errors/omissions in directory	69(4)	X	X	X	X	X
Policy manuals available without request All duties and powers set out in this section	70				X	X
Records available without request All duties and powers set out in this section	71				X	X
Fees Require payment of fee	75(1)	X	X	X	X	
Provide fee estimate and set amount of deposit required	75(4)	X	X	X		
Excuse all or part of fee	75(5)		X	X	X	
Must respond in writing within 20 days	75(5.1)		X	X		

---

**DEFINITIONS:**

**IAO – Information Access Operations.**

**CLBC maintains custody or control of records subject to FOIPPA.**

**"Position that may exercise delegated authority" - All positions in a specified organization (IAO or CLBC) that may exercise delegated authority pursuant to a specific section or subsection of FOIPPA. The specific determination of who will exercise that discretion in regard to any particular record, program, system or legislation will be in accordance with the FOIPPA Policy and Procedures Manual and with consideration of any other specific guidance provided by IAO or the Office of the Chief Information Officer (OCIO).**

**IA – Information Analyst in IAO with assigned responsibility for processing and analyzing requests for records and activities of ministries that are subject to FOIPPA.**

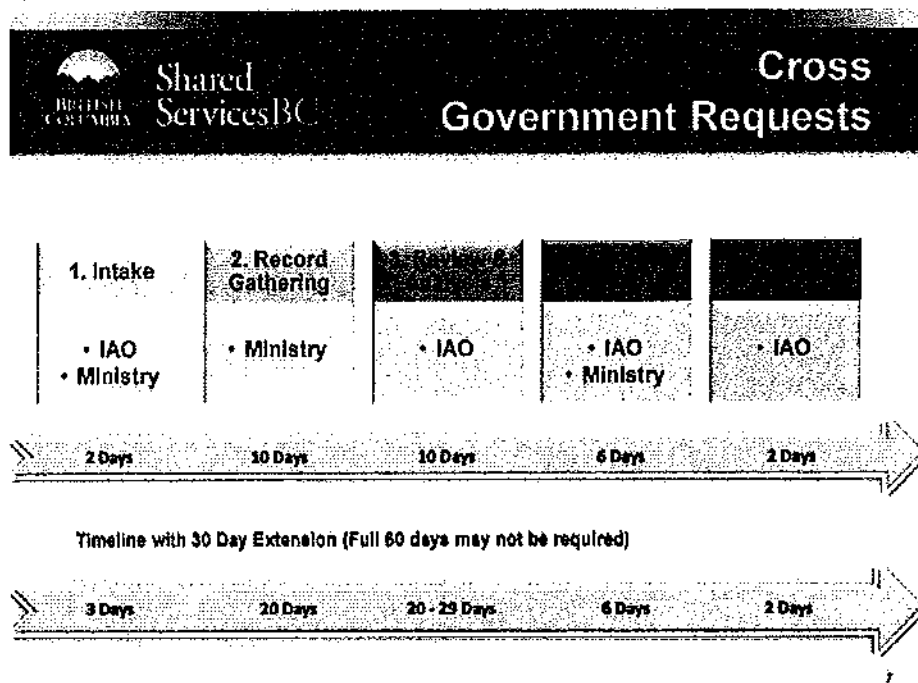
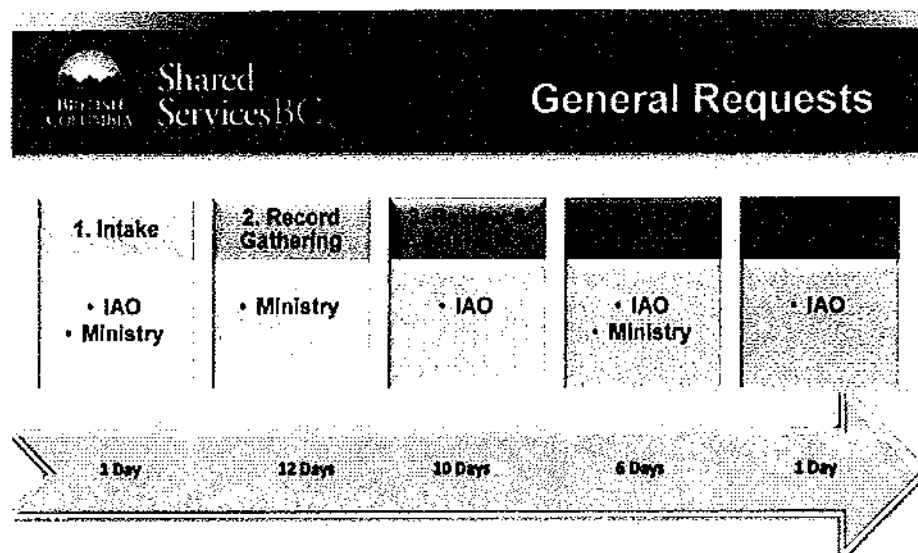
**SA – Senior Analyst or Manager in IAO, operating under the direction of a MA, with responsibility for overseeing the processing and analyzing requests and activities of ministries that are subject to FOIPPA**

**MA – Manager, Access in IAO with responsibility for directing the provision of specific services to a ministry or group of ministries.**

**M/QA – Manager, Quality Assurance in CLBC with custody or control of records subject to FOIPPA.**

**CEO – with custody or control of records subject to FOIPPA.**

# Attachment 3: Timeline flow charts 30/60 days



\*\*\*\*\* End of Memorandum of Understanding \*\*\*\*\*