

TRANSFER UNDER AGREEMENT

THIS AGREEMENT dated for reference the 1st day of October 2012 (Contract Number C13LMSS009)

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Jobs, Tourism and Skills Training
(the "Province")

AND:

BRITISH COLUMBIA CONTRACT CLEANERS (2003) ASSOCIATION, a British Columbia
Society, registration number S-0047036 of STE 800-1090 West Georgia St Box 5 Vancouver
BC V6E 3V7
(the "Contractor" or "BCCCA")

The parties to this Agreement agree as follows:

SECTION 1 - DEFINITIONS

1.01 In this Agreement and any Schedules attached hereto, the following definitions apply:

- (a) "Application For Funding" has the meaning ascribed thereto in Section 1 of Schedule "A";
- (b) "Approved Sub-Contractor" means any sub-contractor or Qualified Service Provider of the Contractor approved by the Ministry and identified in Schedule "C";
- (c) "Approved Training Activity" or "Approved Training Activities" has the meaning ascribed thereto in Section 1(b) of Schedule "A";
- (d) "Award" has the meaning ascribed thereto in Section 1 of Schedule "B";
- (e) "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;
- (f) "Contract Price" means the maximum amount of funds, including any Award, payable by the Province to the Contractor for its provision of the Services and any expenses associated with its provision of the Services, all as set out in Schedule "B";
- (g) "Financial Reconciliation Form" means the monthly, quarterly or other report that contains the Contractor's financial reporting information and that is to be completed and provided by the Contractor to the Ministry during or at the end of the Term in accordance with the terms of this Agreement, a sample of which is attached as an Appendix to Schedule "A";
- (h) "Incorporated Material" means material already in existence and owned by the Contractor or an Approved Sub-Contractor as of the beginning of the Term, as well as material that is created for an Approved Training Activity but which has not been paid for with any portion of the Award;
- (i) "Materials" means all findings, data, reports, documents, records and material, (both printed and electronic), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province to, the Contractor as a direct result of this Agreement, but does not include any Incorporated Material;
- (j) "Ministry" means the Province's Ministry of Jobs, Tourism and Skills Training;
- (k) "Monthly Activity Report" means the report that is to be completed and provided monthly by the Contractor to the Ministry during and/or at the end of the Term, a sample of which is attached as an Appendix to Schedule "A";
- (l) "Overpayment" means any and all amounts provided by the Province to the Contractor that are not expended on eligible Program expenses during the Term, as more fully described herein;
- (m) "Participant" means an individual who participates in an Approved Training Activity as a result of funding received through the Program;

- (n) **"Participant Intake Form"** means the form to be completed by each Participant at the beginning of their Approved Training Activity and submitted by the Contractor to the Ministry, a sample of which is attached as an Appendix to Schedule "A";
- (o) **"Participant Exit Form"** means the form to be completed by each Participant upon completion of their Approved Training Activity and submitted by the Contractor to the Ministry, a sample of which is attached as an Appendix to Schedule "A";
- (p) **"Participant Records"** means any printed or electronic information, record, form or other document that contains Personal Information about a Participant, including any completed Program Forms;
- (q) **"Personal Information"** means recorded information about an identifiable individual, other than Contact Information;
- (r) **"Program"** means the Ministry's Labour Market Sector Solutions initiative;
- (s) **"Program Forms"** means, collectively, any or all of the Participant Intake Form, the Participant Exit Form and the Financial Reconciliation Form, or any other forms or Reports used in association with the Program as determined by the Province from time to time;
- (t) **"Program Solicitation"** means the Ministry's Labour Market Sector Solutions Program Information and Funding Application, a copy of which is attached as Schedule "G";
- (u) **"Qualified Service Provider"** means either the Contractor (if approved by the Ministry) or any training organization or entity named as an Approved Sub-Contractor in Schedule "C" and sub-contracted by the Contractor to deliver Approved Training Activities to Participants;
- (v) **"Refund"** means any refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement;
- (w) **"Reports"** means all reports required to be provided by the Contractor to the Province pursuant to this Agreement, including, but not limited to, copies of all completed Program Forms;
- (x) **"Services"** means all of the services to be performed or delivered by or on behalf of the Contractor under this Agreement as more particularly described in Schedule "A"; and
- (y) **"Term"** means the duration of the Agreement as set out in Section 1 of Schedule "A".

SECTION 2 - APPOINTMENT

2.01 The Province retains the Contractor to provide the Services during the Term.

SECTION 3 - PAYMENT OF CONTRACT PRICE

- 3.01 Subject to the provisions of this Agreement, the Province will pay the Contract Price to the Contractor, in the amount and manner and at the times set out in Schedule "B" attached to this Agreement.
- 3.02 Notwithstanding any other provision of this Agreement, the payment of the Contract Price 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 *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year 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, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
- 3.03 The Contractor must:
 - (a) apply for any Refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement; and
 - (b) on receipt of the Refund, remit same to the Province.
- 3.04 Paragraph 3.03 continues in force indefinitely, even after this Agreement expires or is terminated.
- 3.05 In order to receive full payment of the Contract Price, the Contractor must submit all required Reports along with written statements of account in a form satisfactory to the Province, both upon completion of the Services and at the other times described in this Agreement.

- 3.06 The Province may withhold from any payment due to the Contractor, including any portion of the Contract Price, an amount sufficient to indemnify the Province against any liens or other third party claims that have arisen in connection with the provision of the Services.
- 3.07 In accordance with the provisions contained in this Agreement, the Province may temporarily or permanently withhold from any payment due to the Contractor, including any portion of the Contract Price, an amount sufficient to offset any Overpayments.
- 3.08 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

SECTION 4 - REPRESENTATIONS AND WARRANTIES

- 4.01 The Contractor represents and warrants to the Province, with the intent that the Province will rely thereon in entering into this Agreement, that:
- (a) all information, statements, documents and Reports furnished or submitted by it to the Province in connection with this Agreement are, and will be, true and correct;
 - (b) it has no knowledge of any fact that materially adversely affects or, so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfil its obligations under this Agreement;
 - (c) if the Contractor is a corporation or society, it is registered and in good standing with BC Corporate Registry, or if it is a sole proprietor or a partnership, it is registered with the BC Corporate Registry;
 - (d) it is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it or its operations; and
 - (e) it has the legal capacity to enter into this Agreement and to carry out the transactions and provide the Services contemplated by this Agreement and all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Contractor, and this Agreement has been legally and properly executed by the Contractor and is legally binding upon and enforceable against it.
- 4.02 All statements contained in any certificate, application (including the Application for Funding), proposal or other document delivered by or on behalf of the Contractor to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the Contractor under this Agreement.
- 4.03 All representations, warranties, agreements and all other documents delivered by or on behalf of the Contractor to the Province are material and will have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

SECTION 5 - RELATIONSHIP

- 5.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 5.02 The Contractor will be an independent contractor and not the servant, employee or agent of the Province.
- 5.03 The Contractor will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation, without the Province's prior written consent.
- 5.04 The Province may, from time to time, give instructions to the Contractor in relation to the carrying out of the Services, and the Contractor will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement or in the Program Solicitation.

SECTION 6 - CONTRACTOR'S OBLIGATIONS

- 6.01 The Contractor will:
- (a) carry out the Services during the Term in accordance with the terms of this Agreement;
 - (b) comply with the payment requirements set out in this Agreement, including all requirements and directions from the Province concerning the use, application, expenditure and repayment or set-off of the Contract Price;
 - (c) comply with all applicable laws;

- (d) hire and retain only qualified staff and Approved Sub-Contractors, including Qualified Services Providers;
- (e) unless otherwise agreed to in writing by the parties, supply, at its own cost, all labour, materials and approvals necessary to carry out the Services;
- (f) subject to obtaining the prior written approval of the Province concerning form, content and location, acknowledge the involvement of the Province and the federal government in funding the Program in all public communications related to its provision of the Services, including press releases, published reports, brochures, public meetings and radio and television programs; and
- (g) without restricting the generality of Section 6.01 (f) above, comply, and ensure and ensure the compliance of any Approved Sub-Contractors, with the Marketing, Publicity and Communications Guidelines attached to this Agreement as Schedule "F" for any communications relating to the Program or its provision of any Services in association with the Program or this Agreement.

SECTION 7 – RECORDS AND MATERIALS

7.01 The Contractor will:

- (a) establish and maintain accounting and administrative records with respect to the Program and its provision of the Services, in form and content satisfactory to the Province;
- (b) record and report statistics and other data in connection with the provision of the Services, as identified in this Agreement and its Schedules, in a form and content satisfactory to the Province;
- (c) permit the Province, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the Contractor to deliver the Services or keep any Materials, documents or records (both printed and electronic) pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and Materials, whether complete or not, that are produced, received or otherwise acquired by the Contractor as a result of this Agreement;
- (d) comply, and ensure the compliance of its Approved Sub-Contractors, with the provisions contained in the attached Privacy Protection Schedule "E" ;
- (e) ensure that the informed consent of all Participants is obtained for the Contractor or Qualified Service Provider to collect and provide the Province's employees or designates with access to their Participant Records for the purposes of service monitoring, evaluation, research and reporting.

7.02 The Parties agree that the Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the Contractor.

7.03 If a request for access to any of the Materials is received by the Contractor from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, or the Contractor is not otherwise required by law to provide the access, the Contractor must advise the person to make the request to the Province.

SECTION 8 - STATEMENTS AND ACCOUNTING

- 8.01 Immediately upon the completion of the Term, the Contractor will provide to the Province a statement documenting the expenditure of the Contract Price under this Agreement and accounting for any and all Overpayments, in form and content satisfactory to the Province.**
- 8.02 Immediately upon the completion of the Term, any Overpayments outstanding and not set-off by the Province in accordance with the provisions of paragraph 3.07 will become a debt owing to the Province by the Contractor and must be repaid to the Province within 10 business days.**
- 8.03 For greater certainty, if an Approved Training Activity is not wholly completed by the end of the Term, any portion of the Award already provided to the Contractor for that Approved Training Activity that remains unexpended at the end of the Term will be deemed to be an Overpayment.**

- 8.04 For greater certainty, any portion of an Award that the Contractor expends on items that are not eligible components of an Approved Training Activity will be deemed to be an Overpayment to the extent that such portion has already been provided to the Contractor.
- 8.05 Within 3 months of being requested to do so by the Province, the Contractor will provide to the Province audited financial statements for the Contractor's fiscal year covering any portion of the Term of this Agreement.

SECTION 9 - CONFLICT OF INTEREST

- 9.01 The Contractor will not, during the Term of this Agreement, perform a service for or provide advice to any person or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Contractor to the Province under this Agreement and the obligations of the Contractor to such other person or entity.

SECTION 10 - CONFIDENTIALITY

- 10.01 The Contractor will treat, and will cause its Approved Sub-Contractors to treat, as confidential the Materials, including the Participant Records and any information which comes to its knowledge as a result of this Agreement, except where disclosure is necessary for the Contractor to fulfil its obligations under this Agreement or as required by law.

SECTION 11 - DEFAULT

- 11.01 Any of the following events will constitute an Event of Default, whether any such event(s) be voluntary, involuntary or result from the operation of law or any judgement or order of any court or administrative tribunal, namely:
- (a) the Contractor fails to comply with any provision of this Agreement;
 - (b) any representation or warranty made by the Contractor in entering and accepting this Agreement is or becomes untrue or incorrect;
 - (c) any information, statement, certificate, Report or other document furnished or submitted by or on behalf of the Contractor pursuant to or as a result of this Agreement is untrue or incorrect;
 - (d) the Contractor ceases, in the opinion of the Province, to operate;
 - (e) a change occurs with respect to any one or more of the properties, assets, conditions (financial or otherwise), business or operations of the Contractor which, in the opinion of the Province, materially adversely affects the ability of the Contractor to fulfil its obligations under this Agreement;
 - (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Contractor;
 - (g) the Contractor becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
 - (h) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor;
 - (i) a receiver or receiver-manager of any property of the Contractor is appointed; or
 - (j) the Contractor permits any sum, which is not disputed to be due by it, to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

SECTION 12 - TERMINATION

- 12.01 Upon the occurrence of any Event of Default or at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:
- (a) upon giving 30 days written notice, terminate this Agreement, in which case the payment of the amount required under paragraph 12.03 of this Agreement will discharge the Province of all liability to the Contractor under this Agreement;
 - (b) require the Event of Default be remedied within a time period specified by the Province;

- (c) suspend any instalment of the Contract Price or any amount that is due to the Contractor while the Event of Default continues;
 - (d) waive the Event of Default;
 - (e) pursue any other remedy available at law or in equity.
- 12.02 The Province may also terminate this Agreement for convenience on 60 days written notice, in which case, the payment of the amount required under paragraph 12.03 of this Agreement will discharge the Province of all liability to the Contractor under this Agreement.
- 12.03 Subject to paragraph 8.02, where this Agreement is terminated for any reason prior to 100% completion of the Services, the Province will pay to the Contractor that portion of the Contract Price which is equal to the portion of the Services completed to the satisfaction of the Province prior to termination.

SECTION 13 - DISPUTE RESOLUTION

- 13.01 All disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act*.
- 13.02 The place of arbitration will be Victoria, British Columbia.

SECTION 14 - INSURANCE AND INDEMNITY

- 14.01 During the Term of this Agreement, the Contractor will provide, maintain and pay for insurance as specified in Schedule "D", which may be amended from time to time at the sole discretion of the Province.
- 14.02 The Contractor will indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor, or of any agent, employee, officer, director or sub-contractor (including any Approved Sub-Contractor) of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

SECTION 15 - ASSIGNMENT AND SUB-CONTRACTING

- 15.01 The Contractor will not, without the prior written consent of the Province:
- (a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or
 - (b) sub-contract any obligation of the Contractor under this Agreement, other than to any Approved Sub-Contractor(s) set out in Schedule "C" and only to the extent contemplated in Schedule "A".
- 15.02 No sub-contract entered into by the Contractor will relieve the Contractor from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such sub-contract.
- 15.03 This Agreement will be binding upon the Province and its assigns and the Contractor and the Contractor's successors and permitted assigns.
- 15.04 The Contractor will ensure that any Approved Sub-Contractor(s) agree in writing to be bound by provisions substantially similar to those contained in the attached Privacy Protection Schedule "E".

SECTION 16 - OWNERSHIP

- 16.01 The Materials and any information, equipment or other property provided by the Province to the Contractor as a result of this Agreement will:
- (a) be the exclusive property of the Province; and
 - (b) forthwith be delivered by the Contractor to the Province on written notice to the Contractor requesting delivery of the same, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.

- 16.02 The Province exclusively owns all property and intellectual property rights in the Materials, including copyright, other than in any Incorporated Material.
- 16.03 Upon the Province's request, the Contractor will deliver documents satisfactory to the Province waiving in favour of the Province any moral rights which the Contractor (or its employees) or a sub-contractor (or its employees) may have in the Materials, and confirming the vesting in the Province of the copyright in the Materials, other than any Incorporated Material.
- 16.04 Upon any Incorporated Material being embedded or incorporated in the Materials, the Contractor will grant to the Province a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent that it remains embedded or incorporated in the Materials.

SECTION 17 - OTHER FUNDING

- 17.01 If the Contractor receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Contractor will immediately provide the Province with full and complete details thereof and such funding may be deemed to be an Overpayment.

SECTION 18 - NOTICES

- 18.01 Any written communication from the Contractor to the Province, including Reports, must be mailed, personally delivered, faxed, or electronically transmitted to the following address:

ATT: Niamh Murphy, Program Manager
Sector Programs Unit
Ministry of Jobs, Tourism and Skills Training
PO Box 9190 Stn Prov Govt.
Victoria, BC V8W 9E6
Fax: 250-387-4788
Email: Niamh.Murphy@gov.bc.ca

- 18.02 Any written communication from the Province to the Contractor must be mailed, personally delivered, faxed or electronically transmitted to the following address:

ATT: Iain Hunt, President
British Columbia Contract Cleaners Association c/o Cleantech Janitorial Management Ltd.
#140 - 1211 Valmont Way
Richmond, B.C. V6V 1Y3
Fax: 604-244-9667
Email: ianh@cleantechjanitorial.com

- 18.03 Any written communication from either party will be deemed to have been received by the other party on the fifth business day after mailing in British Columbia; on the date of personal delivery if personally delivered; or on the date of transmission if faxed or electronically transmitted, provided that a record of the transmission is retained by the sender.
- 18.04 Either party may, from time to time, notify the other party in writing of a change of address or delivery particulars and, following the receipt of such notice, the new address or delivery particulars will, for the purposes of paragraph 18.01 or 18.02 of this Agreement, be deemed to be the mailing address and delivery particulars of the party giving notice.

SECTION 19 - NON-WAIVER

- 19.01 No term or condition of this Agreement and no breach by the Contractor of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the Contractor.

- 19.02 The written waiver by the Province of any breach by the Contractor of any term or condition of this Agreement will not be deemed to be a waiver of any other provision or any subsequent breach of the same or any other provision of this Agreement.

SECTION 20 - ENTIRE AGREEMENT

- 20.01 This Agreement, including its Schedules, constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

SECTION 21 - SURVIVAL OF PROVISIONS

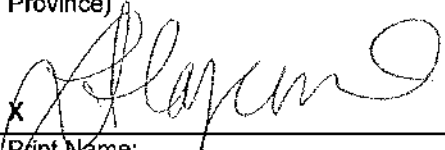
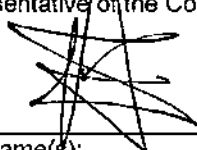
- 21.01 All of the provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

SECTION 22 - MISCELLANEOUS

- 22.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 22.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 22.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 22.04 Time and the uninterrupted provision of the Services are of the essence in this Agreement. The Contractor will immediately contact the Province in the event that the Contractor is unable to provide the Services for any period during the Term. The Province reserves the right to engage other resources to provide the Services during any such periods and make claim for compensation for related costs against the Contractor.
- 22.05 If any provision of this Agreement, or its application to any person or circumstance, is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 22.06 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any ministry or branch thereof to or for anything related to the Services that, by statute, the Contractor is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 22.07 Where the Contractor is a corporation, the Contractor warrants that the signatory has been duly authorized by the Contractor to execute this Agreement without corporate seal on behalf of the Contractor.
- 22.08 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.
- 22.09 For the purpose of paragraphs 22.10 and 22.11, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada or the Province of British Columbia, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".
- 22.10 Subject to paragraph 22.11, neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure except that such extension will not, in any event, exceed the end of the Term.
- 22.11 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other party forthwith, and will use commercially reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume, with the least possible delay, compliance with its obligations under this Agreement.

- 22.12 In this Agreement, unless the context requires otherwise, words importing the singular include the plural and *vice versa*.
- 22.13 The headings in this Agreement are inserted for convenience only and do not form part of this Agreement.
- 22.14 If there is a conflict between a provision in a Schedule to this Agreement and any other provision of this Agreement, the provision in the Schedule is inoperative to the extent of the conflict, unless the Schedule states that it operates despite a conflicting provision of this Agreement.

The parties hereto have executed this Agreement as of the day and year referenced above.

SIGNED AND DELIVERED on behalf of the Province by its duly authorized representative	SIGNED AND DELIVERED on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)
Signature (Authorized Representative of the Province) 	Signature(s) (Contractor or Authorized Representative of the Contractor) 
X Print Name: Leta Hazenri	X Print Name(s): BIN HUNT

Schedule "A"
Services

Unless otherwise agreed in writing between the parties, the Contractor will comply with the provisions of Schedule "I" [Criminal Records Check] and will:

- 1) be responsible for overall project compliance and will provide the following services in furtherance of the Program during the period which begins on October 1st 2012 and ends at 5:00 pm (Pacific Time) on February 28th 2014 unless extended or earlier terminated in accordance with the provisions of this Agreement (the "Term"):

a) General Services

In addition to fulfilling all of its obligations under the Agreement generally, the Contractor will:

- (i) undertake or ensure that its Approved Sub-Contractor(s) undertake all of the activities set out in Section B of the Contractor's Application for Funding, a copy of which is attached as Schedule "H" to the Agreement ("**Application for Funding**"), including providing all of the marketing, recruitment and case management activities as set out therein, and meeting the timelines with respect thereto as identified in the Application for Funding;
- (ii) endeavor to achieve the expected outcomes set out in the Application for Funding and in Section 3 (H) of the Program Solicitation; and
- (iii) endeavor to involve the additional collaborators and stakeholders as identified, and to the extent set out, in the Application for Funding.

b) Training

The Contractor will ensure that any Qualified Service Providers undertake, and provide in a professional manner, all of the Program training activities, being the direct delivery of approved training activities to eligible Participants, as set out in Section B of the Application for Funding (the "**Approved Training Activities**").

c) Reporting

The Contractor will provide to the Ministry:

- (i) on a monthly basis the following:
 - A. copies of the completed Program Forms received during the previous month; and
 - B. a Monthly Activity Report, using the template provided as an appendix to this Schedule; and
- (ii) immediately at the end of the Term, the following:
 - A. an accounting of all Program funds received and expended, using the Financial Reconciliation Form template provided as an appendix to this Schedule, or such other form as may be provided by the Province;
 - B. an accounting of any Program funds that remain unused for Approved Training Activities, including Overpayments; and
 - C. a final activity report, using the Monthly Activity Report Template provided as an appendix to this Schedule but also including cumulative data for the entire Term;

d) Invoicing

In order to obtain payment for any portion of the Contract Price, the Contractor will fully and accurately complete and provide to the Ministry, for each calendar month during the Term (each a "**Billing Period**") and on a date that is within 30 days following each such Billing Period, the following:

- (i) a completed Financial Reconciliation Form; and
- (ii) a written statement of account ("**Statement**") in a form satisfactory to the Province, containing the following information (if not already included as part of the Financial Reconciliation Form):
 - A. the Contractor's legal name and address;

- B. the date of the Statement, and the Billing Period to which the Statement pertains;
 - C. the Contractor's calculation of all amounts claimed for that Billing Period, including a declaration by the Contractor that all amounts have been expended on eligible costs pursuant to the Agreement;
 - D. a reference to the Contract Number for the Agreement;
 - E. a Statement number for identification; and
 - F. any other billing information reasonably requested by the Province;
- 2) provide any other services or reports that may reasonably be deemed to be ancillary to or necessary for the provision of any of the Services or other obligations of the Contractor set out in this Agreement; and
- 3) be responsible for ensuring the eligibility of all potential Participants and training activities in accordance with the Participant and activity eligibility criteria set out in the Program Solicitation, or as provided by the Ministry from time to time upon reasonable notice. **For greater certainty, no immediate family member (whether a full, half or step-parent, grandparent, child, grandchild or sibling) of any employee, officer, director, agent, member or other representative of the Contractor is eligible for participation in an Approved Training Activity unless prior written approval has been obtained from the Ministry for each such family member and/or training activity. Contravention of the foregoing will be considered to be a conflict of interest under Section 9.01 of the Agreement.**



Canada/British Columbia Labour Market Agreement Participant Intake Form

PLEASE PRINT CLEARLY AND ANSWER ALL QUESTIONS ON THE FORM.
IF YOU HAVE ANY QUESTIONS ABOUT THE FORM PLEASE ASK PROGRAM STAFF OR SEE THE
DEFINITIONS PAGE ATTACHED. THANK YOU.

Name of Program: _____

Organization: _____

Your Name: _____			
First Name	Middle Initial	Last Name	
Date of Birth: ____/____/____			
Day / Month / Year			
Mailing Address: _____			
Street Address			
_____		_____	
City / Town		Postal Code	
Email Address: _____			
Phone Numbers: Home (____) _____ Alternate (____) _____			
Community you live in (if different than your mailing address): _____			

1. What is your first day with the program: ____/____/____
Day / Month / Year
2. Gender: ☐ Male ☐ Female
3. Do you self-identify as an Aboriginal Person? ☐ No ☐ Yes
If yes, please check one:
☐ First Nations
☐ Métis
☐ Inuit
4. Are you an Immigrant? ☐ No ☐ Yes
If yes, how many years have you been in Canada? _____ years.
5. Are you a Person with a Disability? ☐ No ☐ Yes

6. At the time of registration for this program, were you receiving Provincial Income Assistance?
☐ No ☐ Yes
7. What is the highest level of education you've attained: (please check one)
☐ Less than high school
☐ High School diploma or recognized equivalent
☐ Some post-secondary
☐ Non-university certificate or diploma such as a trades certificate
☐ University - Bachelor's Degree
☐ University - Above Bachelor's Degree
8. At the time of registration for this program, were you: (please check one)
☐ Employed
☐ Self Employed
☐ Unemployed - On a temporary layoff and available for work
☐ Unemployed - Have looked for work in the past 4 weeks
☐ Unemployed - Available for work and have a new job to start within the next 4 weeks
☐ Unemployed - Have NOT looked for work in the past 4 weeks
9. If you checked Employed or Self Employed for Question 8, how many hours do you typically work in a week?
_____ hours
- Would you prefer to work more hours? ☐ No ☐ Yes
10. What were your approximate gross earnings per hour at your most recent or current job (i.e. before taxes and deductions are taken)? This includes any tips and commissions.
\$_____ per hour
11. In which industry was your most recent or current job? _____
-

My signature below means:

- I have answered all questions on this form and certify that all information I have provided is complete and accurate.
- I understand the Province of British Columbia receives funding for this program from the federal government as a result of the Canada/BC Labour Market Agreement.
- I understand that information I have provided on this form or that has been collected about me during my participation in this program will be forwarded to the Ministry of Jobs, Tourism and Skills Training who is the provincial oversight for British Columbia's allocation of the Canada/BC Labour Market Agreement.
- I understand the Ministry of Jobs, Tourism and Skills Training is responsible for fulfilling reporting obligations associated with the Canada/BC Labour Market Agreement; however, no personally identifiable information about me will be exchanged with the federal government to fulfill this requirement.
- I consent to being contacted by the Ministry of Jobs, Tourism and Skills Training (or its agent) at intervals and up to 12 months after completion of my participation in this program for the purpose of program evaluation.

Collection and Use of Information. All information is collected pursuant to section 26(c) of the *Freedom of Information and Protection of Privacy Act*. The information provided will be used for administrative and evaluation purposes of this program. If you have any questions about the use of this information, contact the Director of the Labour Market Agreement, Ministry of Jobs, Tourism and Skills Training, (250) 952-0642

Signature: _____ Date: _____

Print Name: _____

Definitions:

First Nations: Officially called Indians in the Indian Act, this term refers to the indigenous peoples of North America located in what is now Canada, and their descendants, who are not Inuit or Métis.

Métis: Métis means a person who self-identifies as Métis, is of historic Métis Nation Ancestry and is accepted by the Métis Nation. Métis people identify themselves, and are recognized, as distinct from First Nations (Indian), Inuit or European descendants.

Inuit: The Inuit are the Aboriginal inhabitants of the North American Arctic.

Immigrants: Persons who were foreign born and have been permitted by immigration authorities to live in Canada permanently.

Persons with Disabilities: Persons who have difficulty with daily living activities or have a physical condition or other health problem that reduces the kind or amount of activities they can do.

Less than High School: Persons not recognized as having completed a high school diploma or recognized equivalent and who do not have diplomas or certificates recognized in the BC labour market.

High School: Persons who have completed a high school diploma or equivalent (e.g. General Equivalency Diploma).

Some Post Secondary Education: Persons who have some post secondary (i.e. post secondary program incomplete).

Non university certificate or diploma such as a trades certificate: Persons who have a non university certificate or diploma from a community college, school of nursing, etc. or a trades certificate or diploma from a vocational or apprenticeship training.

University - Bachelors Degree: Persons who have completed university and hold a bachelor's degree.

University degree - Above Bachelor's Degree: Persons who have completed university and hold a Master's degree or PHD.

Employed – Full Time: Persons who work in paid employment at a job or business that is **full time (30 hours or more per week)** in the context of an employer/employee relationship. This includes those who have a job but are not at work due to temporary illness or disability, family or personal responsibilities, vacation, labour dispute or other reasons. (Excludes persons on layoff, between jobs, or those with a job to start at a future date).

Employed – Part Time: Persons who work in paid employment that is **part time (less than 30 hours per week)** in the context of an employer/employee relationship. This includes those who have a job but are not at work due to temporary illness or disability, family or personal responsibilities, vacation, labour dispute or other reasons. (Excludes persons on layoff, between jobs, or those with a job to start at a future date).

Self Employed: Persons who are working owners of an incorporated or un-incorporated business, farm, or professional practice, with or without paid help. The "un-incorporated" group includes self employed workers who do not own a business (such as babysitters and newspaper carriers). Self employed workers include unpaid family workers, i.e. persons who work without pay on a farm or in a business or professional practice owned and operated by another family member living in the same dwelling.

Unemployed – On temporary layoff and available for work: Persons who are not working full or part time, are on temporary layoff with an expectation of recall, and are available for work.

Unemployed – Have looked for work in past 4 weeks: Persons who are not working full or part time, have looked for work in the past 4 weeks, and are available for work.

Unemployed – Available for work and have a new job to start within the next 4 weeks: Persons who are not working full or part time, have a new job starting within the next 4 weeks, and are available for work.

Unemployed – Have not Looked for Work in Past 4 Weeks: Persons who were unwilling or unable to participate in the labour force and have not looked for work in the past 4 weeks. This includes individuals attending public school, attending private or public post-secondary institutions, stay at home parents or caregivers, incarcerated individuals, and discouraged job seekers (those who are unemployed and not actively seeking work as they believe no suitable work is available).

Industry: The category describing an organization's primary business activity. For example: mining, fishing, construction, etc.



Canada/British Columbia Labour Market Agreement Participant Exit Form

PLEASE PRINT CLEARLY AND ANSWER ALL QUESTIONS ON THE FORM.
IF YOU HAVE ANY QUESTIONS ABOUT THE FORM PLEASE ASK PROGRAM STAFF.
THANK YOU.

Name of Program: _____

Organization: _____

Your Name: _____
First Name Middle Initial Last Name

Date of Birth: ____/____/____
Day / Month / Year

Mailing Address: _____
Street Address

City / Town Postal Code

Email Address: _____

Phone Numbers: Home (____) _____ Alternate (____) _____

Community you live in (if different than your mailing address): _____

1. What is your last day with the program: ____/____/____
Day / Month / Year

2. Are you satisfied with the program that you participated in?

- ☐ Yes
☐ No

Comments:

3. Did you leave the program early (i.e. before completion)?

- ☐ Yes
☐ No

4. Did your participation result in any training certificates (trade ticket, diploma, etc)?

- ☐ Yes (please specify) _____
☐ No

5. Now that you are leaving the program, what are your plans? (Please check one)

- ☐ Return to/continue prior employment

- ☐ Have recently found new employment
- ☐ Seeking employment
- ☐ Attending training, school, or another program
- ☐ Other (please specify): _____

6. If you are working, starting new work, or seeking work, will you be self-employed?

- ☐ Yes
- ☐ No

7. If you are working or starting new work, how many hours per week do you expect to work?
_____ hours

8. What will your gross earnings be per hour at your new job (before taxes and deductions are taken)? This includes any tips and commissions.

\$_____ per hour

My signature below means:

- I have answered all questions on this form and certify that all information I have provided is complete and accurate
- I understand the Province of British Columbia receives funding for this program from the federal government as a result of the Canada/BC Labour Market Agreement.
- I understand that information I have provided on this form or that has been collected about me during my participation in this program will be forwarded to the Ministry of Jobs, Tourism and Skills Training who is the provincial oversight for British Columbia's allocation of the Canada/BC Labour Market Agreement.
- I understand the Ministry of Jobs, Tourism and Skills Training is responsible for fulfilling reporting obligations associated with the Canada/BC Labour Market Agreement; however, no personally identifiable information about me will be exchanged with the federal government to fulfill this requirement.
- I consent to being contacted by the Ministry of Jobs, Tourism and Skills Training (or its agent) at intervals and up to 12 months after completion of my participation in this program for the purpose of program evaluation.

Collection and Use of Information. All information is collected pursuant to section 26(c) of the *Freedom of Information and Protection of Privacy Act*. The information provided will be used for administrative and evaluation purposes of this program. If you have any questions about the use of this information, contact the Director of the Labour Market Agreement, Ministry of Jobs, Tourism and Skills Training, (250) 952-0642

Signature: _____ Date: _____

Print Name: _____

Canada/British Columbia Labour Market Agreement Monthly Activity Report Template

Name of Program: _____

Organization: _____ **Month:** _____

New Participants During Reporting Period

Participant Name		Start Date (D/M/Y)	Expected Completion Date (D/M/Y)	PER PARTICIPANT: CHECK ONE OF THE FOUR ELIGIBILITY CATEGORIES (See Definitions on bottom of form)			
				EMPLOYED PARTICIPANT			UNEMPLOYED PARTICIPANT
				Has High School Education but lacks recognized certification	Has High School Education but lacks essential skills	Has not completed High School	Unemployed and not an EI client
1							
2							
3							
4							

Exiting Participants During Reporting Period

Participant Name		Exit Date (D/M/Y)	PER PARTICIPANT: CHECK ONE OF THE TWO CATEGORIES If left program early, please identify if for a job, self employment, to attend school or other reason.	
			Completed the program	Left early (Reason for leaving early)
1				
2				
3				
4				

List key activities that have taken place during this reporting period:

I hereby certify that the information provided on this form is true and correct.

Signature: _____ Date: _____

Print Name: _____

Position: _____

Definitions:**Employed Participants:****Has High School but lacks certification:**

Participant has high school diploma, GED, or equivalent but does not have additional certification (i.e. Trades certificate, Class 1 driver's license, Commercial Diver certificate, etc);

Has High School but requires essential skills:

Participant has high school but is lacking essential skills. There are nine essential skills recognized as necessary employable skills. They are defined as:

1. Reading Text
2. Document Use
3. Numeracy
4. Writing
5. Oral Communication
6. Working with Others
7. Continuous Learning
8. Thinking Skills
9. Computer Use

For detailed descriptions, please see the following HRSDC website:

http://www.hrsdc.gc.ca/eng/workplaceskills/essential_skills/general/home.shtml

Has not completed High School:

Participant does not have a High School diploma, GED, or equivalent;

OR

Has high school credential that is not recognized in Canada.

Note: Employed participants who have some recognized post secondary education towards a university degree are not considered low skilled and are, therefore, not an eligible participant under the Labour Market Agreement.

Unemployed Participants:**Non-EI Client:**

In the Labour Market Agreement, "EI client" means an unemployed individual:

- a) who is eligible for assistance for labour market programs provided by the Canada Employment Insurance Commission under Part II of the Employment Act; or,
- b) who is eligible for assistance under any similar labour market programs provided by British Columbia with are funded by the Canada Employment Insurance Commission under a Labour Market Development Agreement entered into between Canada and British Columbia pursuant to Part II (section 62) of the Employment Insurance Act.

Financial Reconciliation Form Template

Organization: _____ Agreement #: _____ For Period _____ to _____

Training/Direct Services Delivery Costs		GL Reference #
Training Purchase Costs (Qualified Service Provider)	\$	
Staff Wages (direct project delivery)	\$	
Staff Benefits (direct project delivery)	\$	
Travel for Project Staff (direct project delivery)	\$	
Materials and Supplies (direct project delivery)	\$	
Marketing including Printing & Communications	\$	
Rent (non-Admin)	\$	
Utilities (Non-Admin)	\$	
Other Costs (specify)	\$	
<u>Training/Direct Service Delivery Costs Sub-Total</u>	\$	
Participant Costs		
Other Participant Costs (Special equipment, work uniforms, travel to short term training)	\$	
<u>Financial Support for Participants Sub-Total</u>	\$	
Administrative Costs		
Administration	\$	
<u>Administrative Costs Sub-Total</u>	\$	
TOTAL EXPENDITURES	\$	

All expenditures invoiced to the Province are in accordance with the criteria stated in Schedule B of the contract.

Name: _____ Signature: _____ (Authorized Contract Signing Authority) Date: _____

Please ensure form is fully and accurately completed and signed.

Schedule "B"
Award, Contract Price and Payment Schedule

1. MAXIMUM AWARD

Notwithstanding any other provision in the Agreement or this Schedule, the maximum amount that the Province will pay to the Contractor for fees and expenses arising with respect to its provision of the Services and the Approved Training Activities during the Term pursuant to this Agreement is **\$ 429,598.40** (the "Contract Price" or "Award"). The Province shall not be required to pay any taxes on, or in addition to, any portion of the Award or with respect to any Services provided by or on behalf of the Contractor.

2. BUDGET

Unless the parties otherwise agree in advance and in writing, and subject to Section 6 below, the Contractor will be entitled to apply the Award for the purposes and up to the maximum amounts shown in the following budget:

Eligible Costs	Maximum Amount
Training Purchase Costs (Qualified Service Provider)	\$94,604.00
Staff Wages (direct project delivery)	\$108,000.00
Staff Benefits (direct project delivery)	\$29,160.00
Travel (direct project delivery)	\$5,400.00
Materials/Supplies (direct project delivery)	n/a
Marketing/Printing/Communication	n/a
Rent/Utilities (directly required for Service Delivery)	n/a
Other Costs (specify) Coordinator Costs (including additional vehicle insurance and cell phone)	\$3,900
Training Sub-total	\$241,064.00
Participant Costs	149,480.00
Participant Sub-Total	\$149,480.00
Administration Allowance (10% of combined Training Sub-Total and Participant Sub-Total. The maximum amount of the Administration Allowance to be paid will be based on actual eligible expenditures over the Term, rather than the anticipated budget set out in this table.)	\$39,054.40
TOTAL AWARD	\$ 429,598.40

3. PAYMENT SCHEDULE

Upon the successful completion, as determined by the Province in its sole discretion, of each of the following milestones the Province will pay to the Contractor the portion(s) of the Award as set out below:

- a) upon signing of the Agreement by both parties **\$ 100,000** (the "Initial Payment");

- b) for each Billing Period, within 30 days following receipt and approval by the Province of each required Statement, Monthly Activity Report and any other Program Forms required to be provided by the Contractor for that Billing Period, all in accordance with Schedule "A", the amount set out in the Statement for that Billing Period (with a cumulative maximum up to the amount of the Award Remainder), subject to Section 3 d) below;
- c) at the end of the Term, upon receipt and approval by the Province of all end of term financial and/or activity reports, accountings or other documentation, whether set out in Schedule "A" or reasonably required by the Ministry, the amount of the Holdback plus the amount set out in the Statement for the final Billing Period of the Term, less the amount of any Overpayment (the "Final Payment"), subject to Section 3 d) below. In the event that the amount of the Overpayment is greater than the amount of the Final Payment, the Contractor shall repay to the Province the amount of such Overpayment in accordance with Section 8.02 of the Agreement; and
- d) notwithstanding Sections 3 b) and c) above, the Province will set off the amount of the Initial Payment either from subsequent payments (payable by the Province in accordance with Section 3 b) above) on a schedule as the parties may in writing agree or, alternatively, from the Final Payment. Any amount of the Initial Payment that has not been so set off shall be deemed an Overpayment and the Contractor shall repay to the Province the amount of such Overpayment in accordance with Section 8.02 of the Agreement.

In this Schedule "B":

"Award Remainder" means the amount of the Award less the amount of the Initial Payment and the amount of the Holdback; and

"Holdback" means an amount that is equal to 10% of the Award.

4) NO PAYMENTS FOR ACTIVITIES OUTSIDE OF THE TERM

For greater certainty, no fees, expenses or other costs incurred by or on behalf of the Contractor outside of the Term can be considered to be eligible costs, and the Contractor must not apply any portion of the Award to such fees, expenses or other costs. Any such ineligible payment will be subject to the provisions of Section 8.04 of the Agreement.

5) NO PAYMENT BY PARTICIPANTS

Neither the Contractor nor any of its Approved Sub-Contractors shall require that an eligible Participant pay any fee, charge or any portion of the costs for an Approved Training Activity, regardless of whether the Participant would be entitled to the reimbursement of all or any such costs. Any breach of this provision shall be an Event of Default under this Agreement.

6) TRAVEL EXPENSES

Unless otherwise approved in writing by the Province in advance, payment or reimbursement of travel expenses, including meals/per diems, that are related to direct project delivery and incurred by the Contractor or any of its Approved Sub-Contractors will be limited to the "Employee Group II" category for travel allowances as set by the Province from time to time and available at the Province's website located at: http://www.bcpublicserviceagency.gov.bc.ca/policy/down/Appendix_1_Travel_Allowances.pdf

Schedule "C"
Approved Sub-Contractors/Qualified Service Providers

The Qualified Service Providers for the Approved Training Activities, in accordance with the Application for Funding, are:

Aboriginal Community Career Employment Services Society (ACCESS)

Other Approved Sub-Contractors are:

- ProSafe First Aid Training Inc.
- Planet Clean- Randy May
- James Durant – WorkSafe BC Health and Safety Trainer
- *Life Skills Training Professional- Vonnie Warton Benitto,*
- *Life Skills Training Professional -Suzette Amaya*
- *Life Skills Training Professional - Curtis Ahenekeew*

Schedule "D"
Insurance

1. On behalf of the Contractor, the Province will purchase and maintain Commercial General Liability insurance in the amount of \$2,000,000 inclusive per occurrence against personal injury (including bodily injury), third party property damage and directors and officers liability arising out of the Contractor's performance of the Services set out in this Agreement.
2. The Contractor is responsible for and will pay any deductible under the Master Insurance Program.
3. The Province will obligate the Master Insurance Program's managing broker to provide the Contractor with a Certificate of Insurance and a copy of the Master Insurance Program policy wording.
4. The Province will take reasonable steps to ensure the coverage specified in section 1 is continuous for the duration of this Agreement. The Province will not be responsible for providing coverage in the event the insurance is cancelled or reduced by the insurer.
5. The Province does not represent or warrant that the Master Insurance Program covers any and all losses. The Contractor is responsible for ascertaining the exact nature and extent of coverage of the Master Insurance Program as well as the terms and conditions of the Master Insurance Program policy wording. No term or condition of this Agreement amends, extends or alters the coverage afforded by the Master Insurance Program policy wordings.
6. The Contractor will provide, maintain, and pay for, any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in section 1.

Schedule "E"
PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the Transfer Under Agreement between Her Majesty the Queen in Right of the Province of British Columbia represented by the Minister of Jobs, Tourism and Skills Training (the "Province") and the BC Contract Cleaners Association (the "Contractor") bearing Contract Number C13LMSS009 (the "Agreement")

Definitions

1. In this Schedule,
 - (a) "access" means disclosure by the provision of access;
 - (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "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 but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with its 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 its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

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

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access 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.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, 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

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
 - (a) receives a foreign demand 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 foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosurethe Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. 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 in its custody or under its control, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

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

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act or any similar legislation applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act, or similar legislation, governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. 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.

Termination of Agreement

24. 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

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any sub-contractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such sub-contractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, or similar legislation, or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. 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 "F"

MARKETING, PUBLICITY AND COMMUNICATIONS

For the purposes of this Schedule "F", all references to the Contractor shall be deemed to include any Approved Sub-Contractor, as applicable.

1. The Contractor will cooperate with the Province in such public announcements, news releases or event opportunities regarding the Contractor's project funded through the Program (the "Project"), as the Province requests.
2. The Contractor will not provide any media releases, promotional materials or communications in a public forum with respect to the Project except where the same have been approved in advance by the Province.
3. The Contractor will acknowledge the financial contribution made by the Province and Canada on any signage, posters, exhibits, pamphlets, brochures, advertising, websites, forms for use by eligible Participants, or other publications produced by the Contractor and related to the Project, in terms satisfactory to the Province.
4. All print advertisements relating to the Project must:
 - (a) display of the following Provincial logo and Canada word mark:

Canada



Funding provided through the Canada-British Columbia Labour Market Agreement.

- (b) include a key message pre-approved by the Province.
5. All advertisements, including print advertisements, relating to the Project must have prior approval from the Province. To obtain prior approval the Contractor must submit the proposed template for the advertisement to the Province identifying the media where the Contractor intends to advertise and the duration of the proposed advertisement.
6. Any urgent media deadlines for advertising should be flagged when requests for approvals are submitted.
7. At any office or location where the Project is delivered, the Contractor will display the signage provided by the Province or will provide and display locally produced signage pre-approved by the Province.
8. Any and all use by the Contractor of the Provincial logo or the Canada word mark set out above will be in the form provided, and will comply with the graphic standards and any conditions communicated, by the Province to the Contractor from time to time.

Schedule "G"
Program Solicitation



**Ministry of Jobs, Tourism
and Innovation**



LABOUR MARKET SECTOR SOLUTIONS:
Program Information and Funding Application - 2011/12

FOR MORE INFORMATION

Please contact:

Director of Partnerships and Productivity

PO Box 9190 Stn Prov Govt

Victoria BC V8W 9E6

Tel: 250 387-6661

E-mail: LabourMarketPartnerships@gov.bc.ca

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1. ABOUT THE PROGRAM

Funded under the Canada-British Columbia Labour Market Agreement, the Labour Market Sector Solutions program is one part of the Ministry's approach to enhancing British Columbia's labour market, as outlined in the *Canada Starts Here: The BC Jobs Plan*. By providing support to sectors and employers experiencing changing labour market conditions, the Labour Market Sector Solutions program will help address needs by providing training to eligible individuals.

The objective of the Program is to invest in the skills development of eligible Participants, thereby assisting Sectors/industries, employers, and workers to address identified labour market imbalances.

The Program seeks to combine the knowledge, expertise and resources of Sector based organizations who understand the labour market/human resource needs of employers with Qualified Service Providers who can efficiently deliver training opportunities for a targeted population of workers.

Sector organizations are invited to apply for funding to deliver training that will address sector-specific needs. The application form can be found in [Appendix A](#) and detailed information about eligible Applicants, activities and Participants can be found in sections below.

As this initiative is funded under the Canada-British Columbia Labour Market Agreement, the **target population for this Program is Individuals who meet the Participant eligibility criteria** (See [Participant Eligibility](#)).

The deadline for receiving applications is Tuesday January 31, 2012, 4:30 pm Pacific Time ("Closing Time").

A subsequent call for applications may be announced depending on funding availability.

Examples of Programs Eligible for Funding:

- A Sector/Industry Based Organization working in cooperation with a public post secondary institution undertakes a training program for eligible unemployed workers to prepare them for work in a particular high-demand occupation within a geographic area.
- A Sector/Industry Based Organization wants to provide training to eligible low-skilled employees of businesses within their Sector related to a new piece of equipment/technology or work process. The organization applies for funding in collaboration with a Qualified Service Provider who will deliver the training program.
- A Sector/Industry Based Organization has identified a lack of skilled workers in a particular occupation. The organization applies for funding to provide training to a

group of eligible low-skilled employed individuals so that they can receive certification within a high-demand Sector in a specific geographic area.

2. EVALUATION CRITERIA

All proposals must meet the following mandatory criteria:

- 1) the proposal must be:
 - submitted using the **Application Form** set out in Appendix A;
 - in **English or French**;
 - **sent by e-mail or facsimile or delivered by hand or courier** to the e-mail or physical address or fax number set out in section 6; and
 - **received before the specified Closing Time.**
- 2) the **Applicant must be a Sector/Industry Based Organization** (See Applicant Eligibility).
- 3) all proposals must name a **Qualified Service Provider** (even if the Applicant proposes being the Qualified Service Provider). However, the Ministry may provide guidance on the suitability of, and reserves the right to reject the use of, any named Qualified Service Provider.

Proposals that do not meet all the above mandatory criteria will be rejected without further consideration.

Proposals submitted by e-mail will not be considered to have been received unless the Applicant has received a confirmation of receipt message in reply. Please contact Ministry staff if you have not received a confirmation of receipt within one business day following submission of your proposal.

Proposals that meet all of the above mandatory criteria will then be assessed against the following evaluation criteria:

- the Applicant has provided a clear indication of a high, local labour market need. The Applicant's provision of letters of support, internal and external research or other quantitative or qualitative evidence will assist the Ministry to evaluate this criteria;
- the Applicant has clearly demonstrated and provided reasonable justification that the proposed training will address the identified labour market need;
- the suitability, in the opinion of the Ministry, of the Qualified Service Provider(s) identified or available to deliver the proposed training program(s);
- the Applicant has clearly demonstrated or provided a reasonable indication that there are a sufficient number of eligible Participants to justify the delivery of the training program;
- the extent to which the proposed training program duplicates, or may duplicate, other existing programs for which Participants may be eligible;

- the requested funding amount and the reasonableness of the project budget based on the type and extent of training proposed;
- the degree to which the proposed training will benefit the industry or Sector as a whole rather than creating a competitive advantage for a single business or group of businesses;
- the likelihood that the proposed training will lead to Participant employment, if the project is focused on eligible Unemployed Individuals;
- whether the proposed training will lead to Participants obtaining industry recognized certification or credentials; and
- the Sector and geographic location and scope of the project.

If you are not certain if your organization qualifies as a Sector/Industry Based Organization, or whether you are able to meet any of the evaluation criteria, please contact Ministry staff to seek clarification **before** proceeding with a proposal. Contact information can be found at the end of this document.

PLEASE NOTE:

- Each individual Sector organization can submit only one application.
- Submitting an application is not a guarantee of funding. Funding is subject to approval and availability of funds.
- The Ministry reserves the right to consider and make funding decisions based on overall considerations of geographic representation and Sector distribution.
- Priority may be given to Sectors identified in the *Canada Starts Here: The BC Jobs Plan*.

Applications will be reviewed and funding decisions will be made by Ministry staff. A Program Advisor may contact you to discuss your application and obtain any additional information required.

3. PROGRAM REQUIREMENTS

Program Principles

Projects funded through the Program must:

- be submitted by a Sector/Industry Based Organization;
- be delivered by a Qualified Service Provider;
- not duplicate other existing programs;

and wherever possible:

- lead to employment, if the proposed project is focused on eligible Unemployed Individuals; and
- lead to Participants obtaining industry recognized certification or credentials.

Program Duration, Budget and Maximum Funding

All projects must, without exception, be completed by no later than March 31, 2014, regardless of start date or any project renewal or delay. The maximum amount of funding available for any single project is \$500,000.

Unless an Applicant does not request it, projects will be provided an automatic administration allowance of 10% as part of the maximum project funding. Applicants must include the administration allowance as part of their project budget and within the total amount of funding requested. This administration allowance is intended to be used to defray general organizational management and administration costs such as overhead, costs of general services (e.g. accounting) and the salaries of employees not directly involved in Participant training activities. The administration allowance is not to be used for infrastructure or the purchase of capital assets.

Examples of project costs which are ineligible for funding include, but are not limited to, costs associated with:

- any project or organizational administrative or overhead costs beyond the 10% administration allowance;
- infrastructure development or enhancement ("bricks-and-mortar" or organizational);
- IT systems development; and
- capital items such as equipment and furniture.

If a project is deemed by the Ministry, in its sole discretion, to be successful and an ongoing need can be demonstrated, there may be an opportunity to renew the project for an additional term, subject to available funding and the above Program end date.

Applicant Eligibility

ONLY Sector/Industry Based Organizations are eligible to apply for funding under the Program **AND** they must do so in connection with a Qualified Service Provider. If an Applicant also meets the definition of "Qualified Service Provider", then they may propose to act as both the Contractor and the Qualified Service Provider, subject to Ministry approval.

In addition, in order to apply for funding, an Applicant must be:

- a legal entity that is entitled to operate and has operated in British Columbia for at least one year prior to submitting a proposal;
- if registered, in good standing with BC Corporate registry; and
- be capable of assuming, both legally and operationally, all of the Contractor roles and responsibilities outlined below.

Contractor Roles and Responsibilities

Once an application has been accepted, the funding and the parameters of the project have been finalized and a Contract signed, the Applicant will become a Contractor. Contractors will be responsible for Contract administration and management but not for activities related to the direct delivery of Services to eligible Participants unless the Contractor is also the Qualified Service Provider. Contractor responsibilities are those set out in the Contract, which include, but are not limited to:

- ensuring overall project compliance with the terms and conditions of the Contract;
- financial administration and management;
- Participant recruitment and project marketing; and
- ensuring all reporting requirements are met.

Qualified Service Provider Roles and Responsibilities

Qualified Service Providers will be responsible for undertaking project activities related to the direct delivery of Services/training to eligible Participants but not for Contract administration and management unless the Qualified Service Provider is also the Contractor. Qualified Service Provider responsibilities include, but are not limited to:

- Participant recruitment and project marketing;
- ensuring Participant eligibility criteria are met;
- coordination and delivery of project activities; and
- adhering to the reporting requirements.

Participant Eligibility

Before approving an individual for participation in a project, Service Providers must verify whether or not the individual qualifies as a Participant. Only individuals who qualify as a Participant can be funded through the Program.*

Projects must provide training activities to one or both of the following types of Participants:

- a) Unemployed, Non-EI Individuals; or
- b) Employed, Low-Skilled Individuals.

All Participants must:

- be legally entitled to work in Canada;
- be living in British Columbia;
- not be a student (i.e. enrolled in high school or enrolled in post secondary training); and
- at the time the training is to take place, not be participating in another LMA funded program.

***NOTE:** Individuals *who do not meet eligibility criteria* may participate in a training program that forms part of the project, at their own expense. The number of individuals *who do not meet eligibility criteria* cannot exceed 50% of total number of participants served. The admission of individuals who do not qualify as eligible Participants into Program training projects will be at the discretion of Contractors and Service Providers and may be subject to Ministry approval. Determination of the incremental costs (e.g. tuition, books, supplies, etc.) associated with providing training to non-eligible participants is the responsibility of the Contractors and Service Providers and must not be paid for with Program funds.

Project Activity Eligibility

Projects must be designed to address an identified labour market issue. Projects will consist of activities that provide training to eligible Participants. Project activities must take place in British Columbia. All training activities will be formal, structured and delivered by Qualified Service Providers. Wherever possible, projects for Unemployed Individuals should lead to ongoing employment.

Ineligible activities include, but are not limited to:

- training normally provided by suppliers or manufacturers;
- training delivered outside of British Columbia;
- activities/services that represent a duplication of activities or services already/currently available at the time the proposal is submitted (e.g. Employment Assistance Services - www.labourmarketservices.gov.bc.ca);
- training provided by an employer or employer's staff (in the case of projects that are focused on Employed, Low-Skilled Individuals); and
- training that is not related to an identified labour market issue.

Expected Outcomes (Results)

The Program is designed to support provincial economic growth by ensuring the availability of a skilled workforce. It is expected that, through the funded projects, the Program will achieve the following outcomes:

- for Unemployed Individuals – labour market attachment or re-attachment;
- for Employed, Low-Skilled Individuals – acquisition of skills and credentials relevant to the current and future labour markets, improved workplace productivity and competitiveness, and increased/strengthened attachment to their employer or employment; and
- for Sectors/industries – improved ability/capacity to address specific labour market issues/challenges.

4. REPORTING REQUIREMENTS

The project activities and results will be documented through the use of the following forms (DRAFT versions of these forms are provided in [Appendix C](#) and final versions will be provided at the time of Contract completion):

- Activity Reports (see Appendix C);
- Participant Intake Forms (see Appendix C);
- Participant Exit Forms (see Appendix C);
- Financial Reconciliation Forms;
- a final activity report; and
- a final financial reconciliation report.

Activity Reports will be completed by the Service Provider and submitted by the Contractor to the Ministry. The Activity Reports will include details of project activities during the reporting period, including but not limited to information on Participants entering and exiting the project and a description of key activities (e.g. marketing activities, success stories, concerns/issues identified, etc.).

Participant Intake Forms are to be completed by each Participant within 30 days of their training start date and Participant Exit Forms are to be completed at the end of their participation in the training. The Contractor will collect from the Service Provider and will submit completed Participant Forms to the Ministry.

The Contractor must provide a completed and signed Financial Reconciliation Form to the Ministry in order to report the eligible costs incurred in the previous reporting period and trigger the payment of subsequent project funding in accordance with the Contract.

The Ministry will provide the Contractors with detailed procedures for completion and submission of these forms/reports. Frequency of submission (monthly or quarterly) will be established based on the nature of the project and upon mutual agreement.

5. SUBMITTING AN APPLICATION

See Appendix A for the Application Form. An electronic version is available at:
<http://www.aved.gov.bc.ca/sector-partnerships/welcome.htm>

The deadline for receiving applications in accordance with procedures set out in Section 2 is Tuesday January 31, 2012, 4:30 pm Pacific Time.

A Program Advisor may contact you to discuss your application and obtain any additional information required.

There are several key steps in the application process including:

- Eligibility assessment by the Applicant, including consultations with the Ministry if required;
- Drafting and submission of proposals;
- Review and evaluation of proposals by the Ministry;

- Negotiation of final program deliverables and budget;
- Ministry determination of funding for approved projects; and
- Completion of a Contract with successful Applicants.

6. ENQUIRIES AND CONTACT INFORMATION

A. Enquiries

All enquiries should be directed to the contact below. Information obtained from any other source is not official and should not be relied upon. Questions received within 5 days following the Closing Time will be answered only if time permits. Enquiries (not applications) will be accepted by telephone, mail, courier, e-mail or hand delivery.

B. Contact Details

<u>Mall:</u> Partnerships and Productivity Unit Ministry of Jobs, Tourism and Innovation PO Box 9190 Stn Prov Govt. Victoria, BC V8W 9E6 <u>E-mail:</u> LabourMarketPartnerships@gov.bc.ca	<u>Courier/Hand Delivery:</u> 4 th Floor 835 Humboldt Street Victoria, BC V8V 4W8 <u>Facsimile:</u> 250-387-4788 <u>Telephone:</u> 250-387-6661
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7. DEFINITIONS

The following terms are used in this document and in the application:

- a) **"Applicant"** means a Sector/Industry Based Organization who submits an application for funding under the Program;
- b) **"Contract"** means a written agreement between the Province and the Applicant that is substantially similar to the Transfer Under Agreement attached as Schedule B;
- c) **"Contractor"** means a Sector/Industry Based Organization who enters into a written Contract with the Province;
- d) **"EI"** means Employment Insurance;
- e) **"Employed, Low-Skilled Individual"** means an individual:
 - 1) who is:
 - a) self employed; or
 - b) receiving, or entitled to receive, wages for work performed for an employer and who is subject to regular employment deductions; and
 - 2) who has no recognized post-secondary education (whether completed or merely attempted) towards a university degree and:
 - a) does not have a high school diploma or equivalent; or
 - b) has completed high school but who does not have any Recognized Certification;
- f) **"Full-time employment"** Persons who work in paid employment at a job or business that is **full time (30 hours or more per week)** in the context of an employer/employee relationship (does not include self employment). This includes those who have a job but are not at work due to temporary illness or disability, family or personal responsibilities, vacation, labour dispute or other reasons. (Excludes persons on layoff, between jobs, or those with a job to start at a future date);
- g) **"LMA"** means the Canada-British Columbia Labour Market Agreement;
- h) **"Ministry"** means the Ministry of Jobs, Tourism and Innovation;
- i) **"Non-EI Individual"** means an individual who:
 - 1) has not established an EI claim in the last three years; and
 - 2) has not established a maternity or parental EI claim in the past five years;and therefore is, or is otherwise:
 - i. **not** eligible for assistance under labour market programs provided by the Canada Employment Insurance Commission under Part II of the *Employment Insurance Act*; or
 - ii. **not** eligible for assistance under any similar labour market programs provided by British Columbia which are funded by the Canada Employment Insurance Commission under a Labour Market Development Agreement entered into

between Canada and British Columbia pursuant to Part II (section 63) of the *Employment Insurance Act*;

- j) **"Part-time employment"** Persons who work in paid employment that is **part time (less than 30 hours per week)** in the context of an employer/employee relationship (does not include self employment). This includes those who have a job but are not at work due to temporary illness or disability, family or personal responsibilities, vacation, labour dispute or other reasons. (Excludes persons on layoff, between jobs, or those with a job to start at a future date);
- k) **"Participant"** means an individual who meets the eligibility criteria and is approved to participate in the Program by the Service Provider;
- l) **"Participant Intake Form"** means the form to be completed by each Participant at the beginning of their participation in the Program and submitted to the Ministry by the Contractor;
- m) **"Participant Exit Form"** means the form to be completed by each Participant upon completion of their participation in the Program and submitted to the Ministry by the Contractor;
- n) **"Program"** means the Labour Market Sector Solutions initiative;
- o) **"Province"** means the Province of British Columbia;
- p) **"Qualified Service Provider"** or **"Service Provider"** is an organization, business, or public post secondary institution that has two or more years of recent experience delivering labour market programs or services. Recent experience is defined as experience within the past five (5) years;
- q) **"Recognized Certification"** or **"Certification"** means training where, upon successful completion, a person obtains a credential or is certified as being able to competently complete a job or task, as recognized by a sector, industry, or regulatory body. For example, a Class 1 Truck Driver's License would be considered to be Recognized Certification. An individual is considered to have Recognized Certification even if they are not currently using that credential in the workforce or if they are pursuing another career path. Short term credential programs, such as FoodSafe, Workplace Safety, First Aid Level 1, Workplace Hazardous Materials Information System (WHMIS), Serving it Right and WorldHost training do not constitute a Recognized Certification;
- r) **"Sector"** means a sector of the Canadian economy as defined in the North American Industry Classification System (NAICS). For information about NAICS and a list of sectors, see www.ic.gc.ca/elc/site/cis-sic.nsf/eng/h_00004.html;
- s) **"Sector/Industry Based Organization"** means an organization within British Columbia that is industry-led or industry-driven and whose primary purpose is to engage in industry specific advocacy, programming and other initiatives. **Note: this does not include organizations that support a wide variety of employers or Sectors, or that are**

dedicated to advancing the general economic development of British Columbia or a particular geographic area within British Columbia;

- t) **"Self employed"** Persons who are working owners of an incorporated or un-incorporated business, farm, or professional practice, with or without paid help. The "un-incorporated" group includes self employed workers who do not own a business (such as babysitters and newspaper carriers). Self employed workers include unpaid family workers, i.e. persons who work without pay on a farm or in a business or professional practice owned and operated by another family member living in the same dwelling;
- u) **"Services"** means the services to be provided by the Service Provider; and
- v) **"Unemployed"** or **"Unemployed Individual"** means an individual who is not self-employed or working full-time or part-time.

APPENDIX A – APPLICATION FORM



BRITISH
COLUMBIA

Ministry of Jobs,
Tourism and
Innovation

Canada

Labour Market Sector Solutions Application for Funding

DEADLINE: Tuesday January 31, 2012, 4:30 pm Pacific Time.

A. Applicant Information

Legal Name of Applicant:		
Applicant Mailing Address:		Name and Title of Contact Person:
		E-mail Address:
City:	Postal Code:	Phone Number:
Type of Organization (corporation, partnership, sole proprietor, etc):		
Number of Years Applicant Has Been in Operation in BC:		Incorporation/Registration Number in BC (if applicable):

B. Project Summary: (attach additional pages if required – maximum 10 pages; 12 pt font; double-spaced)

Background <i>Brief description of the need for the project, other stakeholders who have an interest in its completion and why the project is necessary and/or viable at this time.</i>
Purpose <i>Clear statement of the labour market or training issue to be addressed (include relevant local/regional labour market information as evidence of the issue) and how this project will address or remedy issue(s) identified.</i>

Applicant

Clear statement of mandate, applicable NAICS classification code, experience and expertise of sector organization that is the Applicant for funding.

Qualified Service Provider

Legal name of proposed Qualified Service Provider(s): _____

Type of organization, experience and expertise of proposed Qualified Service Provider who will be delivering labour market training programs or services.

Collaborators

Identify any other stakeholder or collaborators who will be involved in project activities.

Project Description

Describe the specific training activities to be undertaken and how they will remedy the identified labour market/training issue. Identify any certificates and /or credentials Participants may receive as a result of training activities.

Provide an overview of the plan to market the proposed training opportunity.

Provide proposed timelines for key project activities.

Provide estimated number and type of eligible Participants to be served.

What is the intended outcome(s) of the project? Wherever possible, projects for unemployed individuals should lead to ongoing employment.

Measurable Results

How are the activities of this project expected to impact individual Participants? the industry or sector?

Duration (all projects must be completed by March 31, 2014)

Proposed start date and end date.

Reporting Requirements

Briefly describe methods by which reporting requirements will be monitored and met.

C. Funding Request*See Appendix A-1 for more information about eligible costs*

Eligible Costs	Amount Requested
Training Purchase Costs (Qualified Service Provider)	
Staff Wages (direct project delivery)	
Staff Benefits (direct project delivery)	
Travel (direct project delivery)	
Materials/Supplies (direct project delivery)	
Marketing/Printing/Communication	
Rent/Utilities (directly required for Service Delivery)	
Other Costs (specify)	
Training Sub-total	
Participant Costs (specify)	
Participant Sub-Total	
Administration Allowance (10% of combined Training Sub-Total and Participant Sub-Total)	
TOTAL REQUEST (Maximum \$500,000)	

D. Certification by Applicant and Agreement

On behalf of the above named applicant ("Applicant"), I hereby certify that I have read, understand and agree to abide by the conditions of the Program Information for the Labour Market Sector Solutions Program ("LMSS Program") as well as each of the following requirements, which I acknowledge must be met and maintained by the Applicant in order to be, and remain, eligible for funding:

- The Applicant would not otherwise undertake this training without financial assistance from the Province of British Columbia, Ministry of Jobs, Tourism and Innovation (the "Province") provided under the LMSS Program.
- The Applicant must provide the Province with completed Participant Intake Forms for each individual who participates in training under the LMSS Program ("Participant") by no later than 30 days following the start of the Participant's training. The Applicant must also provide completed Participant Exit Forms for each Participant by no later than 30 days following the completion of the Participant's training.
- Any funding provided as a result of this application must be applied only to the item(s) approved as part of this application. Any funds not so applied or any funds not used for approved purposes must be promptly repaid by the Applicant to the Province.
- Funding is subject to audit and verification by the Province. Receipts and/or proof of expenditure records must be kept and made available for review for a minimum of seven (7) years.

I, the undersigned, hereby certify that all of the information provided on behalf of the Applicant is true and complete to the best of my knowledge and belief. By signing below, on behalf of the Applicant, I certify, agree and commit that the Applicant does and will continue to comply with the above and any other terms and conditions relating to the LMSS Program.

Signature of Authorized Signing Authority:

Print Name and Title:

Date: (YYYY / MM / DD)

The deadline for applications is Tuesday January 31, 2012, 4:30 pm Pacific Time ("Closing Time").

Individual sector organizations can submit only one application.

An application is not a guarantee of funding. The Province reserves the right to consider and make funding decisions based on overall considerations of geographic representation and sector distribution. Priority may be given to sectors identified in the [Canada Starts Here: The BC Jobs Plan](#).

This Application Form must be submitted by e-mail or facsimile or delivered by hand or courier, by no later than the Closing Time, to:

Partnerships and Productivity Unit Ministry of Jobs, Tourism and Innovation	<u>Courier or Hand Delivery:</u> 4th Floor 835 Humboldt Street Victoria, BC V8V 4W8
<u>E-mail:</u> LabourMarketPartnerships@gov.bc.ca	<u>Facsimile:</u> 250-387-4788

Information collected in this application form is collected under the authority of Section 26(c) of the *Freedom of Information and Protection of Privacy Act* and is subject to all of the provisions of that Act. The information collected will be used for the administration of the Canada/BC Labour Market Agreement program for which you have applied. If you have any questions concerning the collection, use or disclosure of this information, please contact the Director of the Canada/BC Labour Market Agreement at (250) 952-0642.

Application Form - Appendix A-1 Eligible Costs

Eligible project costs are limited to the following categories:

Administration Allowance (10% - to be included within Maximum Funding Amount) – the Contractor's reasonable costs to administer their contract with the Province and their contract with a Qualified Service Provider. Administrative costs are related to the organization as a whole as opposed to expenses related to the delivery of services/activities to Participants. Contractors are able to use the administration allowance to defray costs such as general management costs. Examples include: costs of general services (such as accounting) and the salaries of employees not directly involved in Participant related activities.

Direct Service Delivery Costs – the reasonable expenses incurred by the Applicant, including those charged by a Qualified Service Provider, in delivering services to Participants, directly identifiable with project activities. Examples include:

- Staff wages and mandatory employment-related costs;
- Materials and supplies;
- Participant recruitment/marketing costs;
- Training purchase costs (e.g., tuition, registration fees, and purchase of training services from a Qualified Service Provider); and
- Other training related costs (e.g., books, manuals, and/or other study materials necessary for Participants to complete the training).

Participant Costs – targeted supports such as travel/transportation costs related to Participant travel to attend training.

Ineligible project costs include, but are not limited to, costs associated with:

- Infrastructure development or enhancement ("bricks-and-mortar" or organizational);
- IT systems development;
- Capital items such as equipment and furniture

Schedule "H"
Contractor's Application



BRITISH
COLUMBIA

Ministry of Jobs,
Tourism and
Innovation

Canada

**Labour Market Sector Solutions
Application for Funding**

DEADLINE: Tuesday January 31, 2012, 4:30 pm Pacific Time.

A. Applicant Information

Legal Name of Applicant: BC Contract Cleaners Association		
Applicant Mailing Address: British Columbia Contract Cleaners Association PO Box 75346		Name and Title of Contact Person: Iain Hunt
		E-mail Address: iainh@cleantechjournal.com
City: White Rock	Postal Code: V4B 5L5	Phone Number: 604-244-1660
Type of Organization (corporation, partnership, sole proprietor, etc): Non-profit		
Number of Years Applicant Has Been in Operation in BC:		Incorporation/Registration Number in BC (if applicable):

B. Project Summary: (attach additional pages if required – maximum 10 pages; 12 pt font; double-spaced)

PROJECT OVERVIEW

The BCCCA-ACCESS Program is a customized building cleaner training program that targets unemployed and under-employed individuals from the inner city who are dealing with multiple employment barriers. The goal is to provide them with training and support so that they can meet the demands of the contract cleaning sector and obtain employment in that industry. The primary proponent of this program is the BC Contracts Cleaners Association (BCCCA) with over 82 company members. The Aboriginal Community Career Employment Services Society (ACCESS) is the qualified service provider. A number of other contractors will be hired to deliver training and facilitation services. They include:

Life Skills Training - Vonnie Warton Benitto, Suzette Amaya and Curtis Ahenekeew

First Aid Training – Various facilitators from ProSafe First Aid Training Inc.

Health and Safety Training - James Durant – WorkSafe BC Health and Safety Trainer.

Building Service Worker Training - Randy May of Planet Clean

Based upon labour market information available through the BCCCA, there is an immediate and increasing need for skilled workers within the contract cleaning industry. The companies that comprise the BCCCA require dozens of trained

cleaners each month just to meet the needs of their growing sector. At the same time that their sector is experiencing positive gains, company members are also experiencing difficulty obtaining enough qualified and trained individuals to meet their human resource needs. All of this is happening at a time when there is a high rate of unemployment amongst Vancouver's inner city residents. A project like the BCCCA-ACCESS BSW Program will potentially diminish the impact that both of the aforementioned issues are having upon Vancouver's labour market.

PURPOSE

The purpose of this project is to train and support unemployed and underemployed individuals to work in Vancouver's ever growing building services sector. Business owners and managers in the BC Contract Cleaning Association (BCCCA) have indicated that there is an immediate and ongoing need for new and skilled employees and labour market demand is growing much faster than the industry can fill openings. BCCCA members have also expressed their concern that without a comprehensive training program targeting new recruits for their industry, their sector will not be able to maintain the aggressive growth pattern that it has recently witnessed and which they are projecting will continue for at least the next 5 years.

Although it is impossible to project exactly how many skilled employees will be required by the industry, the following example best indicates the current labour shortage being experienced by many BCCCA members. Cleantech, a Vancouver based contract cleaning company, has contracts to clean more than 120 sites throughout the lower mainland. They employ more than 200 service personnel and each month the sales force brings in more new contracts resulting in the need for more staff. However, since they are unable to obtain enough skilled employees to fill their latest contracts, they are hesitant to enter into new service agreements. For example, Cleantech started nine new contracts in July and are still actively recruiting and training new staff for those contracts. One BCCCA member estimates that there is a requirement for dozens of new cleaners each month just for its member companies. This projection does not include other companies that are not BCCCA members.

Associated Building Maintenance, The Cleaning Solution, Cleantech and Bee Clean, all members of the BCCCA, are just some of the companies that have indicated their need for skilled personnel and their intent to take part in a program such as the one that this funding will support. They have also indicated that a program such as the ACCESS-BCCCA BSW Program will play a major part in addressing their labour shortage by providing a steady supply of skilled and motivated workers.

SERVICE DELIVERY PARTNERS

Applicant:

BC Contract Cleaners Association BCCCA

The BCCCA has been operating for over 25 years. The purposes of the Society are to advance by all ethical means, the interests of contract cleaners, ownership and management as a business enterprise and in doing so, to raise the standards and enhance the status of contract cleaning as an industry. More specifically, but without limiting the generality of the foregoing:

- To promote the viability of the contract cleaning industry in British Columbia;
- To promote the exchange of information and ideas between Members for the good of the contract cleaning industry;
- To promote the education of Members and employees of Members in all matters concerned with the contract cleaning industry;
- To speak for the Members of the Association in matters affecting the industry and to make representations to Governments in that respect; and,
- To produce and maintain appropriate research and other information and to produce and disseminate briefs, reports and studies relating to the interests of the Members of the Association.

Qualified Service Provider:**Aboriginal Community Career Employment Services Society (ACCESS)**

The Aboriginal Community Career Employment Services Society (ACCESS) is one of Canada's most comprehensive Aboriginal training providers. The organization consists of five separate departments offering over 40 employment assistance services and training programs ranging from basic career exploration to advanced technical skills development and apprenticeship training. ACCESS serves a population of over 40,000 Aboriginal people within Metro Vancouver and provided direct service to 2,077 clients seeking employment assistance, training and related support during the 2011-2012 fiscal year. ACCESS also provided 1543 clients with front-end services including resource lab access, fax and phone services, etc. during this same period.

As well as providing direct service delivery of various employment programs targeting urban Aboriginal people in Vancouver, ACCESS also provides management and oversight of provincially and federally funded programming. One such example is the highly successful BladeRunners Program, for which ACCESS, on behalf of the province, manages 11 contractors providing service delivery within the Lower Mainland and Vancouver Island.

Primary Trainers:

Planet Clean – During his 20 years in the cleaning and maintenance industry, Randy May has been actively involved in education, sales, training and product development. He has his British Columbia Instructors Diploma and was an Instructor and Department Head of the Building Service Worker Program at Vancouver Community College. Randy owned and operated his own contract cleaning company as well as managed the housekeeping department of a major Vancouver hospital. Randy brings his years of industry experience, training expertise and enthusiasm to every program he teaches.

ProSafe First Aid Training School Inc. – ProSafe offers a variety of different first aid courses and provides training for employees in industries so they can safely manage workplace emergencies effectively. ProSafe First Aid Training School Inc. has been providing first aid training in Vancouver and surrounding areas since 1999.

Health and Safety Training – James Durant is a WorkSafe BC certified trainer and has been delivering training in Vancouver and surrounding areas since 2010. Prior to that, he worked in the construction industry for over 10 years. On behalf of ACCESS BladeRunners, he has delivered over 20 training sessions to at-risk populations mostly from Vancouver's inner city.

Life Skills Facilitators – Vonnie Warton Benitto, Suzette Amaya and Curtis Ahenekeew are all trained and certified Life Skills Facilitators and combined, have over 30 years of expertise in this field. Suzette and Curtis are also of Aboriginal ancestry and provide a cultural focused component for Aboriginal cohorts when required.

PROJECT DESCRIPTION

A customized Building Cleaner Training Program that meets the needs of unemployed and under-employed individuals – with a focus on people from the inner-city that have faced challenges in life. Provide training and support for unemployed and underemployed individuals so that they can meet the demand of the cleaning industry and obtain employment in the industry.

Training Activities:

Eleven intakes over two years – October 1, 2012 to February 28 2014

Intakes comprised of people from Vancouver's Inner city who have experienced high rates of unemployment

and/or under-employment. All participants will receive certified health and safety training and learn life skills and job readiness skills that help them build self-esteem and confidence. Participants will also receive a Building Cleaning certificate, recognized by the BCCCA members that will be hiring them. Through work-place training and integration, the participants will acquire marketable skills that enhance their long-term employment prospects and break the cycle of dependence upon social assistance.

Phase One:

Four weeks of training to orient participants on how to work effectively and safely in the building services industry. This component prepares them for entry into the Building Services industry as competent building cleaners.

Week 1

Life Skills Workshops that focus upon goal setting, anger management, time management, communications skills, conflict resolution, etc. Modules focusing upon job search techniques, resume writing, and interviewing techniques will also be provided during this week.

Training provided by various certified Life Skills facilitators including Vonnie Warton Benitto, Suzette Amaya, and Curtis Ahenekew.

Week 2

This training module provides participants with Certified Health and Safety Training. All participants will receive industry recognized certificates that will enhance their employability in the building services industry as well as many other sectors.

- First Aid Level 1
- Health and Safety – Workers Compensation Board Awareness
- Workplace Hazardous Materials Information System (WHMIS)
- Fall Protection
- Ladders and Scaffolding Safety
- Confined Space Awareness
- Respirators
- Heat and Stress Awareness

Training provided by ProSafe First Aid Training Inc. and James Durant – WorkSafe BC Health and Safety Trainer.

Week 3

This training module provides clients with practical experiential learning related to basic commercial and residential cleaning from the ground up. The training is provided by a certified trainer and BCCCA member and when feasible, will take place on one of the BCCCA members work sites to facilitate an authentic learning environment. During this component they will learn:

- General Housekeeping practices
- Custodial Safety
- Chemical Safety and Use
- Infection Control
- Restroom Cleaning and Sanitation
- Micro-organism Control
- Carpet Cleaning Techniques
- Floor Care including buffing, burnishing, scrubbing, finish removal and application

Training provided by Randy May of Planet Clean.

Week 4

One week practicum placement hosted by various members of BCCCA during which the Program Coordinator will monitor participant progress and provide assistance and ongoing support to both the participant and the host.

Phase Two:

Intensive Job Search Support and Intensive Job Maintenance Support:

It is expected that some of the participants will be hired by the companies participating as hosts during the practicum. For those who do not receive job offers during their practicum, the Program Coordinator will provide ongoing, intensive support in an effort to facilitate their transition into employment. This support will extend for one (1) month beyond the end of the classroom training.

The Program Coordinator is a full time position whose primary role is to develop job leads and potential placements through the BCCCA network. This individual will provide intensive, ongoing support to participants during the job search component of this program, followed by job maintenance once participants have obtained employment. Job maintenance support may include employer/employee mediation, employee intervention as per employer request (i.e. discuss excessive tardiness), and so on. The Program Coordinator will also be available to participants by cell phone outside of regular work hours for crisis intervention if required. The Program Coordinator will also be required to use their own vehicle when necessary to transport participants to job interviews, and/or worksites.

NOTE:

- Participants will receive \$15 per day as a training incentive. The provision of this incentive extends into their practicum.
- Participants will be provided with a hot breakfast and lunch during training that takes place on-site (ACCESS). Meals available for off site locations include bagged breakfast/lunch for ease of transport. The Program Coordinator will be responsible for delivery of meals to off-site locations which will provide him/her with an opportunity to monitor participant progress at off-site locations.
- Participants will be provided with bagged lunches (no breakfasts) during their practicum. The Program Coordinator will be responsible for delivery of lunches to practicum worksite locations which will provide him/her with an opportunity to monitor participant progress at those locations.
- Participants will be provided with bus tickets/bus passes over the two month period. Tickets provided during first month to facilitate attendance for training. Tickets provided during second month to facilitate travel to and from work or for intensive job search activities.
- All Participants will be provided with CSA standard work boots as per safety requirements on many work sites.
- Client Support Assistant provides the following delivery of services/activities to participants. All of these activities require direct interaction with the clients:
 - Provide potential participants and with program information regarding program intake process
 - Process participants as part of pre-screening
 - Organize and schedule participant interviews
 - Organize and schedule trainers and facilitators
 - Maintain attendance records and ensure participants training allowances are processed based upon these records
 - Input participant information into electronic LMA Intake forms, have participants sign forms and then submit via email (intake) and mail (exit) to the JTI Program Manager
 - Provide participants with bus tickets and maintain record of transaction
 - Ensure copies of certificates obtained by participants are kept on file and provide participants with copies as required

The ACCESS BSW Coordinator will pre-screen at least 160 candidates resulting in 144 people participating in the Building Cleaning training program. Participants will be unemployed and under-employed residents living in the inner-city of

Vancouver, new immigrants and/or under-employed individuals currently employed P/T with a BCCCA member in need of enhanced training in order to either maintain the job, or increase hours.

Marketing:

ACCESS – In order to market this program to potential candidates, we will utilize ACCESS' existing Employment Assistance Services available through our two locations in Vancouver. Employment Counsellors working out of these offices will directly refer clients to the program. ACCESS is also a service delivery partner with the Open Door Group, a BC Employment Program contractor. Employment Counsellors at those sites will also make direct referrals. By utilizing these methods, we are confident that we will be able to meet our targets.

We will also utilize online marketing options such as the ACCESS website, set up a Facebook page similar to our existing BladeRunners page and produce and distribute traditional marketing materials such as brochures and posters.

ACCESS Website: www.accessfutures.com

BladeRunners Facebook: <http://www.facebook.com/pages/Vancouver-Access-BladeRunners/207180479315172?sk=wall>

BCCCA: In order to market this program to potential employers, we will utilize the BCCCA website that specifically targets its 82 company members as well as other non-member visitors. BCCCA members will also be provided with marketing/promotional material via its email distribution list. These methods will allow us to connect successful program graduates with access to potential employment opportunities.

Training will also be available to BCCCA members who have staff that are under-employed or need to renew certification (e.g.: WHMIS, Infectious Disease control and Micro Organisms).

BCCCA Website: <http://www.bccca.ca/>

Intended Outcome: All participants who successfully complete the training program will be interviewed by an employer, and potentially hired.

Measurable Results:

Number of intake meeting/ pre-screening	160
Number of people participating in training program	144
Number of people completing program	136
Number of People Employed	112

Impact:

This program will positively impact the participants, the industry and the labour market within Vancouver's inner city:

- Successful participants will exit the program with greater confidence in their abilities, a higher level of self-esteem and a greater likelihood of obtaining full-time employment within the building services sector.
- Members of the building services sector (i.e. BCCCA) will have greater access to a larger pool of skilled workers who now possess industry specific training and who are ready, willing and able to enter the labour market and become permanent employees of their companies. For those companies experiencing a positive growth pattern, they will be able to continue doing so due to increase in available skilled labourers graduating from this program.
- Vancouver will be positively impacted with more previously unemployed individuals now entering the labour force and contributing to its economy.

Start and End Dates: Eleven intakes will occur between October 1, 2012 and February 28th, 2014.

Reports: Project reports will be submitted after each intake.

C. Funding Request

See Appendix A-1 for more information about eligible costs

SEE ATTACHED Appendix A: BUDGET

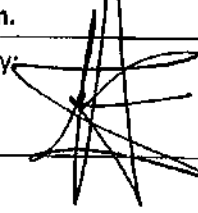
D. Certification by Applicant and Agreement

On behalf of the above named applicant ("Applicant"), I hereby certify that I have read, understand and agree to abide by the conditions of the Program Information for the Labour Market Sector Solutions Program ("LMSS Program") as well as each of the following requirements, which I acknowledge must be met and maintained by the Applicant in order to be, and remain, eligible for funding:

- The Applicant would not otherwise undertake this training without financial assistance from the Province of British Columbia, Ministry of Jobs, Tourism and Innovation (the "Province") provided under the LMSS Program.
- The Applicant must provide the Province with completed Participant Intake Forms for each individual who participates in training under the LMSS Program ("Participant") by no later than 30 days following the start of the Participant's training. The Applicant must also provide completed Participant Exit Forms for each Participant by no later than 30 days following the completion of the Participant's training.
- Any funding provided as a result of this application must be applied only to the item(s) approved as part of this application. Any funds not so applied or any funds not used for approved purposes must be promptly repaid by the Applicant to the Province.
- Funding is subject to audit and verification by the Province. Receipts and/or proof of expenditure records must be kept and made available for review for a minimum of seven (7) years.

I, the undersigned, hereby certify that all of the information provided on behalf of the Applicant is true and complete to the best of my knowledge and belief. By signing below, on behalf of the Applicant, I certify, agree and commit that the Applicant does and will continue to comply with the above and any other terms and conditions relating to the LMSS Program.

Signature of Authorized Signing Authority:



Print Name and Title:

AIN HUNT, PRESIDENT.

Date: (YYYY / MM / DD)

2012/10/5

The deadline for applications is Tuesday January 31, 2012, 4:30 pm Pacific Time ("Closing Time").

Individual sector organizations can submit only one application.

Appendix A: Budget

BCCCA-ACCESS Building Service Worker Program Operating Budget - October 1, 2012 - February 28, 2014 Delivery Agent : ACCESS on Behalf of BCCCA					
Number of Intakes	11				
Number of Participants	144				
Location	Vancouver				
Items	Expenses	In-kind	Comments		
Staffing Costs:					
Staff Salaries					
Program Coordinator/Job Coach	78,000.00		FTE @ \$2,000 per annum (based upon 18 months beginning in Oct)		
Client Support Assistant (CSA)	30,000.00		1/2 time @ 20,000 per annum (based upon 18 months beginning in Oct)		
MERC's	12,960.00		Calculated @ 12% (based upon 18 months beginning in Oct)		
Benefits	16,200.00		Calculated @ 15% (based upon 18 months beginning in Oct)		
Coordinator Travel Costs	5,400.00		\$300 per month @ 18 months - Transportation of participants for employment purposes		
Coordinator Car Insurance - Upgraded to Business	300.00		\$200 per year based upon 18 months		
Coordinator Cell Phone	3,600.00		\$200 per month @ 18 months - Enables coordinator support outside regular work hours		
	146,460.00				
Overhead:					
Advertising & Promotion		1,500.00	Amount kept at minimum with in-kind support provided by ACCESS		
Rent and Utilities		9,600.00	Amount kept at minimum with in-kind support provided by ACCESS		
Office Expenses/Supplies		1,500.00	Amount kept at minimum with in-kind support provided by ACCESS		
Participant Costs:					
Life Skills Training (Week 1)	16,500.00		\$300 per day for 5 days @ 11 groups - Various facilitators		
Health and Safety Training (Week 2)					
WorkSafe BC	27,104.00		\$2,464 @ 11 groups - Fall Protection, Slips, Trips and Falls, WHMIS, etc.		
First Aid	18,000.00		\$128 @ 144 participants - First Aid Level 1		
Industry Training (Week 3)	33,000.00		\$3000 per session @ 11 groups		
Practicum (Week 4)			Expenses for training wage, bagged lunches already included in appropriate line items		
Criminal Record Check	8,000.00		\$50 @ 190 - CRC required for all participants including those who do not complete		
Participant Transportation (Bus passes)	31,680.00		2 months @ \$110 x 144 - Pass for month following training to facilitate employability		
Nutrient Support (Breakfast and Lunch)	45,000.00		\$250 per day feeds 12 for 15 days @ 12 groups		
Bagged Lunch Provided During Practicum	7,200.00		\$10 @ 5 days x 144 participants		
Training Allowances	43,200.00		\$15 @ 20 days x 144 participants (including practicum)		
Work Gear - Boots	14,400.00		\$100 @ 144 participants		
	244,084.00				
Administration Allowance (10%)	39,054.40				
Total	429,598.40	12,600.00			

Appendix B: Letter of Support



To Whom it may concern,

As a member of the BCCCA and a local business owner, I would like to express my strong support for BCCCA's application for funding to the province of British Columbia. This funding, available through the Labour Market Sector Solutions Initiative, will be used to train building service personnel in readiness for employment within the Building Services sector.

This project is important to me and my business, to our organization, and our community. The building services sector is prone to skilled labour shortages - a situation that is further exacerbated by the fact that we often compete directly with companies from other service sectors (i.e. hotels and restaurants) for qualified employees. Additionally, with the needs and expectations of our customers evolving and increasing, compounded by the abundance of new construction in this city, there is an ever mounting need for trained personnel within this sector.

In past years we have experienced a critical shortage of trained building service workers that has impeded the growth potential of my company and our industry. Such a shortage is currently occurring in Alberta and many of us here in BC fear it may be a reality in our market by 2013. It is hoped that the training made available through this proposal might help offset any projected labour shortages.

The BCCCA is an important part of the Building Services Community. They are the logical choice to lead this initiative and I will be pleased to accept applicants who have successfully completed a training program sanctioned by them.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil Thomson", written over a horizontal line.

Neil Thomson
Regional VP, BC

Bee Clean Building Maintenance

104-270 W. 7th AVE VANCOUVER, B.C. V5Y 1M1
P: 604.872.0233 F: 604.872.0344

Schedule "I"
Criminal Records Check

1. In this Schedule, the following definitions will apply:
 - (a) **"Act"** means the *Criminal Records Review Act*, R.S.B.C. 1996, c. 86, as may be amended from time to time;
 - (b) **"Certified Criminal Record Check"** means the results in writing of a search conducted and certified by the Royal Canadian Mounted Police of all relevant information accessible by the Royal Canadian Mounted Police for a Criminal Record for an individual using the individual's fingerprints;
 - (c) **"Conviction"** has the meaning given to that term in section 1 of the Act;
 - (d) **"Criminal Code"** means the *Criminal Code*, R.S.C. 1985, c. C-46, as may be amended from time to time;
 - (e) **"Criminal Record"** means an Outstanding Charge or a Conviction for an Offence;
 - (f) **"Criminal Record Check"** means the results in writing of a search by a Local Police Agency or an Equivalent Organization of all relevant information accessible by the Local Police Agency or the Equivalent Organization, as applicable, for a Criminal Record for an individual;
 - (g) **"Employee"** means any person that is the Contractor's employee, contractor, officer, director, agent, volunteer or subcontractor, or an employee, contractor, officer, director, agent or volunteer of a subcontractor of the Contractor;
 - (h) **"Equivalent Organization"** means an organization approved in advance by the Province that has the ability to obtain a criminal record check that is equivalent to a Criminal Record Check obtained by any Local Police Agency;
 - (i) **"Local Police Agency"** means a police agency, department, detachment, force, office or service responsible for policing in a municipality, town, district, village, city, county, region or other geographic area;
 - (j) **"Offence"** means an Offence (Canadian) or an Offence (Foreign);
 - (k) **"Offence (Canadian)"** means an offence under a provision of the Criminal Code and includes a predecessor to that provision;
 - (l) **"Offence (Foreign)"** means an offence in a jurisdiction outside Canada that is similar to an Offence (Canadian);
 - (m) **"Outstanding Charge"** means a charge or an application to a court with respect to an Offence, for which an information has been sworn or an application to a court has been made that has not yet resulted in a conviction, acquittal or order by a court;
 - (n) **"Relevant Offence"** has the meaning given to that term in section 1 of the Act; and
 - (o) **"Services Team"** means the Employee(s) the Contractor employs or retains to provide the Services.
2. Each year during the Term, the Contractor must obtain, at the Contractor's expense (but which expense will be considered to be an eligible expense relating to the Contractor's provision of the Services), a Criminal Record Check for any Employee having contact with any individual in connection with providing Services:
 - (a) before the Employee has any contact with any individual in connection with providing Services;
 - (b) any time the Contractor becomes aware that the Employee has an Outstanding Charge

- for, or has been convicted of, an Offence; and
- (c) any time the Employee changes employment positions.
3. If the information in a Criminal Record Check discloses that an Employee has or may have a Criminal Record, the Contractor must obtain, at the Contractor's expense (but which expense will be considered to be an eligible expense relating to the Contractor's provision of the Services), a Certified Criminal Record Check for the Employee.
4. The Province may exempt the Contractor, with respect to any Employee, from the requirements:
- (a) in subsection 2 (a), if the Contractor has on record for the Employee:
- (i) a Criminal Record Check obtained in the twelve (12) months immediately before the relevant date; or
- (ii) a Criminal Record Check obtained after March 31, 2011, pursuant to the Act for the Employee to undertake employment involving "work with vulnerable adults", as that term is defined in that Act; and
- (b) in section 3, if the Contractor has on record for the Employee a Certified Criminal Record Check obtained in the twelve (12) months immediately before the relevant date.
5. If a Criminal Record Check or Certified Criminal Record Check for any Employee who has contact with any individual in connection with providing Services discloses an Outstanding Charge relating to, or a Conviction for, a Relevant Offence, the Contractor must determine whether the Employee presents a risk of physical, mental, emotional or sexual abuse to any individual.
6. In making a determination under sections 5 above, the Contractor must consider the following:
- (a) whether the behaviour associated with the applicable Offence or alleged Offence, would, if repeated, pose a threat of physical, mental, emotional or sexual abuse to any individual;
- (b) the circumstances of the applicable Offence or alleged Offence, including the age of the Employee at the time of that Offence and the existence of any extenuating circumstances; and
- (c) any other factors that the Contractor considers relevant including, without limitation, the time elapsed since the occurrence of the applicable Offence or alleged Offence, subsequent actions of the Employee, the likelihood of the Employee repeating a similar kind of behaviour and any attempts at rehabilitation.
7. If the Contractor determines pursuant to section 5 that an Employee presents a risk of physical, mental, emotional or sexual abuse to any individual, the Contractor must immediately remove the Employee from the Services Team.
8. The Contractor must forthwith provide to the Province any Employee's Criminal Record Check described in section 2 or, if applicable, Certified Criminal Record Check described in section 3:
- (a) upon the Province's request; or
- (b) upon the Contractor's receipt of the Criminal Record Check or the Certified Criminal Record Check if the Criminal Record Check or the Certified Criminal Record Check is for

an Employee described in sub-section 2 (a) and discloses an Outstanding Charge relating to a Relevant Offence, or a Conviction for a Relevant Offence.

9. Based on an Employee's Criminal Record Check or Certified Criminal Record Check, the Province may, in the Province's sole discretion, request that the Contractor immediately remove the Employee from the Services Team and the Contractor will comply with such request.
10. If the Contractor fails to:
 - (a) obtain for an Employee:
 - (i) a Criminal Record Check pursuant to section 2; or,
 - (ii) a Certified Criminal Record Check pursuant to section 3; or
 - (b) provide the Province an Employee's Criminal Record Check or Certified Criminal Record Check pursuant to section 8,then, in addition to any other remedy available to the Province under this Agreement, the Province may, in the Province's sole discretion, request that the Contractor immediately remove the Employee from the Services Team and the Contractor will comply with such request.
11. The Contractor's obligations described in this Schedule are in addition to and not in place of any other of the Contractor's obligations contained elsewhere in this Agreement.

THIS EXTENSION AGREEMENT dated for reference the 18 day of October, 201 13 (Re: Contract Number C13LMSS009)

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Jobs, Tourism and Skills Training (formerly the Minister of
Jobs, Tourism and Innovation)
(the "Province")

AND:

The British Columbia Contract Cleaners (2003) Association, of STE 800 – 1090 West
Georgia St. Box 5, Vancouver, British Columbia, V6E 3V7
(the "Contractor")

WHEREAS:


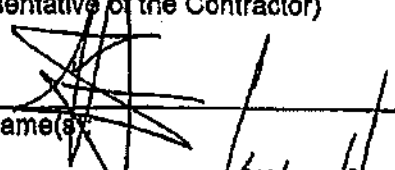
- A. The Province and the Contractor are parties to a Transfer Under Agreement, Contract Number C13LMSS009, so entitled and dated for reference the 1st day of October 2012;
- B. As contemplated by the terms of the TUA, the Province and the Contractor wish to renew the project being provided by the Contractor under the TUA and to extend the Term and modify the terms of the TUA accordingly, all in accordance with the terms of this Extension Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Extension Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties hereby covenant and agree:

- 1) Unless otherwise defined in this Extension Agreement, including its schedules, words in this Extension Agreement, including its schedules, with an initial capital letter shall have the meanings given to them in the TUA.
- 2) The provisions set forth in this Extension Agreement are supplemental to the TUA and as such all of the provisions of the TUA remain in full force and effect, apply *mutatis mutandis* to this Extension Agreement and the Extension Services to be provided pursuant to this Extension Agreement, and are not superseded or amended except as explicitly set out in this Extension Agreement.
- 3) The Term of the TUA is extended for the period from February 28, 2014 until 5:00 pm (Pacific Time) on March 15, 2014 (the "Extension Term") and, accordingly, Section 1 of Schedule A of the TUA is amended by deleting "February 28, 2014" and replacing it with "March 15, 2014".
- 4) The amount of the Award for the Extension Term is \$ ^{\$119,674.20} ~~119,374.20~~ (the "Extension Award") and Section 1 (Maximum Award) of Schedule "B" of the TUA is amended accordingly by deleting "\$429,598.40" and replacing it with "\$548,972.60".

- 5) The Contractor will be entitled to apply the Extension Award for the purposes and up to the maximum amounts shown in the Extension Budget set out in Schedule "B" to this Extension Agreement (the "Extension Budget") and Section 2 (Budget) of Schedule "B" of the TUA is amended by inserting the Extension Budget at the end of that section.
- 6) The Province will pay the Extension Award to the Contractor in accordance with the Extension Payment Schedule set out in Schedule "B" to this Extension Agreement (the "Extension Payment Schedule") and Section 3 (Payment Schedule) of Schedule "B" of the TUA is amended by inserting the Extension Payment Schedule at the end of that section.
- 7) No fees, expenses or other costs incurred by or on behalf of the Contractor outside of the Extension Term can be considered to be eligible costs, and the Contractor must not apply any portion of the Extension Award to such fees, expenses or other costs. Any such ineligible payment will be subject to the provisions of Section 8.04 of the TUA.
- 8) In addition to its continuing to fulfill all of its obligations under the TUA generally, and provide the Services set out in Schedule "A" of the TUA specifically, the services to be performed or delivered by or on behalf of the Contractor during the Extension Term shall be those services as described in Schedule "A" to this Extension Agreement (the "Extension Services") and all references to "Services" in the TUA shall be deemed to include all such Extension Services.
- 9) With respect to any training activities to be carried out by or on behalf of the Contractor during the Extension Term, all references to "Approved Training Activities" in the TUA shall include and apply equally to any and all training activities set out in Section 4 of Schedule "A" to this Extension Agreement that are to be performed or delivered during the Extension Term.
- 10) For greater certainty, notwithstanding the extension of the Term pursuant to this Extension Agreement, any Reports that were to be provided or other obligations that were to be met by the Contractor at the end of the Term originally set out in the TUA, namely February 28th, 2013, shall continue to be required of the Contractor in accordance with the original timelines and all such Reports and other obligations shall additionally apply to the Extension Services and the Extension Term and will be required of the Contractor at the end of the Extension Term, unless otherwise waived in writing by the Province.
- 11) For greater certainty, notwithstanding the Extension Award and the corresponding increase to the Maximum Award, the amount of the Holdback referred to in Schedule "B" of the TUA shall remain as 10% of the original Award under the TUA. The Holdback referred to in Schedule "B" of the TUA will continue to be dealt with in accordance with the terms of Schedule "B" of the TUA and will not be impacted by this Extension Agreement. A separate Extension Holdback of 10% of the Extension Award will be required and will be dealt with in accordance with Schedule "B" of this Extension Agreement.
- 12) In all other respects the TUA, as amended by this Extension Agreement, is ratified and confirmed.

The parties hereto have executed this Extension Agreement to be made effective as of the day and year first referenced above.

SIGNED AND DELIVERED on behalf of the Province by its duly authorized representative	SIGNED AND DELIVERED on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)
Signature (Authorized Representative of the Province) 	Signature(s) (Contractor or Authorized Representative of the Contractor) 
X Print Name: Suzanne Ferguson	X Print Name(s): GIN HENT.

Schedule "A"

Extension Services

1) TRAINING PROGRAM NAME: Building Service Worker Training

2) PROGRAM OBJECTIVE:

The Building Service Worker Training program is customized Building Cleaner to meet the needs of unemployed and under-employed individuals – with a focus on people from the inner-city that have faced challenges in life. This program will provide Building Service Worker Training and support for 48 eligible participants so that they can meet the demand of the cleaning industry and obtain employment in the building services industry.

3) GEOGRAPHIC AREA:

The Contractor will provide Building Service Worker Training in the following geographic area: Vancouver BC.

4) SERVICES:

In accordance with the Service Guidelines and Timelines described below in this Schedule, during the Extension Term the Contractor will also perform the following Extension Services in addition to the services proposed in the Contractor's response to the Labour Market Sector Solutions Application for Funding:

I. OVERALL SERVICES

- (a) market the Building Service Worker Training program as necessary to ensure sufficient uptake to meet contractual targets;
- (b) provide Building Service Worker Training to an additional maximum of 48 Participants, with a minimum of 3 cohorts, over the Extension Term;
- (c) implement intake processes to ensure the following Participant eligibility and suitability criteria are met:
 - I. Income Assistance ("IA") recipients: The Contractor is required to ensure applicants who are receiving Income Assistance obtain written approval to participate in the Program from IA staff prior to being accepted into the training program.
 - II. Employment Insurance ("EI") Eligible Individuals: The Contractor is required to refer applicants who are eligible to receive EI supports to the nearest WorkBC Employment Service Centre (ESC). For greater certainty, EI Eligible individuals are not eligible for participation in the training program.
 - III. Canada Pension Plan ("CPP") recipients: The Contractor is required to advise applicants in receipt of CPP income to contact their local Service Canada Centre, prior to being accepted into the training program, to discuss the impact that participation may have on their pension income;

- (d) administer Program Forms to successful applicants. Participant Intake Forms must be completed and signed at the time of acceptance into Building Service Worker Training program, and all Program Forms must be checked for accuracy prior to the Contractor submitting the forms to the Province;
- (e) provide a suitable site, classroom(s), training spaces, and work experience opportunities for delivery of the Building Service Worker Training program;
- (f) provide qualified staff in numbers and type sufficient for the effective delivery of the Services;
- (g) provide all the necessary or required tools, equipment (e.g. computers), materials and training aids for appropriate instruction of Participants; and
- (h) provide travel support to Participants to facilitate course attendance where required, up to \$300/per Participant within Ministry travel guidelines.
- (i) Eligible participants will receive \$15 per day as a training incentive. The provision of this incentive extends into their practicum.
- (j) Eligible participants will be provided with a hot breakfast and lunch during training that takes place on-site (ACCESS). Meals available for off site locations include bagged breakfast/lunch for ease of transport. The Program Coordinator will be responsible for delivery of meals to off-site locations which will provide him/her with an opportunity to monitor participant progress at off-site locations.
- (k) Eligible participants will be provided with bagged lunches (no breakfasts) during their practicum. The Program Coordinator will be responsible for delivery of lunches to practicum worksite locations which will provide him/her with an opportunity to monitor participant progress at those locations.
- (l) Eligible participants will be provided with bus tickets/bus passes over the two month period. Tickets provided during first month to facilitate attendance for training. Tickets provided during second month to facilitate travel to and from work or for intensive job search activities.
- (m) All eligible participants will be provided with CSA standard work boots as per safety requirements on many work sites.
- (n) Client Support Assistant provides the following delivery of services/activities to eligible participants. All of these activities require direct interaction with the clients:
 - o Provide potential participants and with program information regarding program intake process
 - o Process participants as part of pre-screening
 - o Organize and schedule participant interviews
 - o Organize and schedule trainers and facilitators
 - o Maintain attendance records and ensure participants training allowances are processed based upon these records
 - o Input participant information into electronic LMA intake forms, have participants sign forms and then submit via email (Intake) and mail (exit)

to the Provincial Program Manager

- o Provide participants with bus tickets and maintain record of transaction
- o Ensure copies of certificates obtained by participants are kept on file and provide participants with copies as required

(c) **Intensive Job Search Support and Intensive Job Maintenance Support:**

It is expected that some of the participants will be hired by the companies participating as hosts during the practicum. For those who do not receive job offers during their practicum, the Program Coordinator will provide ongoing, intensive support in an effort to facilitate their transition into employment. This support will extend for one (1) month beyond the end of the classroom training.

II. TRAINING ACTIVITIES

Provide Building Service Worker Training to an additional 48 individuals, who are either unemployed, non-EI eligible or employed but low-skilled, through the following training components:

- (a) **Week One-Life Skills:** One week of workshops that focus on goal setting, anger management, time management, communications skills, and conflict resolution. Modules focusing upon job search techniques, resume writing, and interviewing techniques will also be provided during this week.

Training provided by various certified Life Skills facilitators including Vonnle Warton Benlto, Suzette Amaya, and Curtis Ahenekeu.

- (b) **Week Two-Certified Health and Safety Training:** All participants will receive industry recognized certificates that will enhance their employability in the building services industry as well as many other sectors. The certificates include:

- First Aid Level 1
- Health and Safety – Workers Compensation Board Awareness
- Workplace Hazardous Materials Information System (WHMIS)
- Fall Protection
- Ladders and Scaffolding Safety
- Confined Space Awareness
- Respirators
- Heat and Stress Awareness

Training provided by ProSafe First Aid Training Inc. and James Durant – WorkSafe BC Health and Safety Trainer.

- (c) **Week Three-Industry Training:** This training module provides clients with practical experiential learning related to basic commercial and residential cleaning from the ground up. The training is provided by a certified trainer and BCCCA member and when feasible, will take place on one of the BCCCA members work sites to facilitate an authentic learning environment. During this component they will learn:

- General Housekeeping practices
- Custodial Safety
- Chemical Safety and Use
- Infection Control
- Restroom Cleaning and Sanitation

- Micro-organism Control
- Carpet Cleaning Techniques
- Floor Care Including buffing, burnishing, scrubbing, finish removal and application

Training provided by Randy May of Planet Clean.

- (d) Week Four- Practicum: One week practicum placement hosted by various members of BCCCA during which the Program Coordinator will monitor participant progress and provide assistance and ongoing support to both the participant and the host.

III. TIMELINES

In addition to the original cohorts the Contractor will deliver 3 cohorts of 16 participants between November 2013 and February 2014. All training must be completed by February 28th, 2014.

IV. SERVICE GUIDELINES

The Service Guidelines for the Building Service Worker Training program are as follows:

- (a) average length of Building Service Worker Training per Participant should be 30 days with a minimum of 1 full day and a maximum of 30 full days;
- (b) Building Service Worker Training training will be delivered in a variety of forms and settings including:
 - i. short term courses (varying lengths, certificate courses); and
 - ii. classroom and field settings, which includes practical experience and all required certificates for Approved Training Activities.

V. EXPECTED RESULTS

- (a) Number of intake meeting/ pre-screening: 52
- (b) Number of people participating in training program: 48
- (c) Number of people completing program: 45
- (d) Number of People Employed: 36

Impact:

This program will positively impact the participants, the industry and the labour market within Vancouver's inner city:

- Successful participants will exit the program with greater confidence in their abilities, a higher level of self-esteem and a greater likelihood of obtaining full-time employment within the building services sector.
- Members of the building services sector (i.e. BCCCA) will have greater access to a larger pool of skilled workers who now possess industry specific training and who are ready, willing and able to enter the labour market and become permanent employees of their companies. For those companies experiencing a positive growth pattern, they will be able to continue doing so due to increase in available skilled labourers graduating from this program.
- Vancouver will be positively impacted with more previously unemployed individuals now entering the labour force and contributing to its economy.

Schedule "B"

Extension Budget

Unless the parties otherwise agree in advance and in writing, the Contractor will be entitled to apply the Extension Award for the purposes and up to the maximum amounts shown in the following Extension Budget:

Eligible Costs	Cost per unit	Maximum Amount
Training Purchase Costs (Qualified Service Provider)		
Life Skills Training (Week 1)	\$ 1,500.00	\$4,500.00
WorkSafe BC \$2464 @ 3 groups	\$ 2,464.00	\$7,392.00
First Aid	\$ 125.00	\$6,000.00
Industry Training (Building Service Worker)	\$ 3,000.00	\$9,000.00
Staff Wages (direct project delivery)		
Program Coordinator/Job Coach	\$ 4,333.00	\$26,000.00
Staff Benefits (direct project delivery)		
MERC's Calculated @ 12%		\$3,120.00
Benefits Calculated @ 15%		\$3,900.00
Travel (direct project delivery)		
Coordinator Travel Costs		\$1,800.00
Coordinator Car Insurance - Upgraded to Business		\$100.00
Materials/Supplies (direct project delivery)		\$
Marketing/Printing/Communication		\$
Rent/Utilities (directly required for Service Delivery)		\$
Other Costs (specify) Coordinator Cell Phone (@200/month)	\$ 200.00	\$ 1,200.00
Training Sub-total		\$ 62,712.00
Participant Costs		\$
Criminal Record Check (\$50/48 participants)	\$ 50.00	\$ 2,400.00
Participant Transportation (Bus passes)	\$ 220.00	\$ 10,560.00
Nutrient Support (Breakfast and Lunch)	\$ 3,750.00	\$ 11,250.00
Bagged Lunch Provided During Practicum	\$ 50.00	\$ 2,400.00
Training Allowances	\$ 300.00	\$ 14,400.00
Work Gear - Boots	\$ 100.00	\$ 4,800.00
Participant Sub-Total		\$ 45,810.00

\$63,012.00



Administration Allowance (10% of combined Training Sub-Total and Participant Sub-Total. The maximum amount of the Administration Allowance to be paid will be based on actual eligible expenditures over the Term, rather than the anticipated budget set out in this table.)	
	\$ 10,852.20
TOTAL AWARD	\$ 19,376.70

\$119,674.20

Extension Payment Schedule

Upon the successful completion, as determined by the Province in its sole discretion, of each of the following milestones the Province will pay to the Contractor the portion(s) of the Extension Award as set out below:

- upon signing of the Extension Agreement by both parties \$ \$40,000 (the "Initial Extension Payment");
- for each Billing Period, within 30 days following receipt and approval by the Province of each required Statement, Monthly Activity Report and any other Program Forms required to be provided by the Contractor for that Billing Period, all in accordance with Schedule "A" of the TUA and Schedule "A" of this Extension Agreement, the amount set out in the Statement for that Billing Period (with a cumulative maximum up to the amount of the Extension Award Remainder), subject to Section d) below;
- at the end of the Term, upon receipt and approval by the Province of all end of term financial and/or activity reports, accountings or other documentation, whether set out in Schedule "A" of the TUA, Schedule "A" of this Extension Agreement or reasonably required by the Ministry, the amount of the Extension Holdback plus the amount set out in the Statement for the final Billing Period of the Term, less the amount of any Overpayment (the "Final Payment"), subject to Section d) below. In the event that the amount of the Overpayment is greater than the amount of the Final Payment, the Contractor shall repay to the Province the amount of such Overpayment in accordance with Section 8.02 of the TUA; and
- notwithstanding Sections b) and c) above, the Province will set off the amount of the Initial Extension Payment either from subsequent payments (payable by the Province in accordance with Section b) above) on a schedule as the parties may in writing agree or, alternatively, from the Final Payment. Any amount of the Initial Extension Payment that has not been so set off shall be deemed an Overpayment and the Contractor shall repay to the Province the amount of such Overpayment in accordance with Section 8.02 of the TUA.

In this Schedule "B":

"Extension Award Remainder" means the amount of the Extension Award less the amount of the Initial Extension Payment and the amount of the Extension Holdback; and

"Extension Holdback" means an amount that is equal to 10% of the Extension Award.

ACCRUAL

LABOUR MARKET SECTOR SOLUTIONS

PROGRESS PAYMENT REQUEST

Invoice # C13LMSS009-05

Current Date: 06/06/14

Responsibility Code: 51973

Supplier Name: British Columbia Contract Cleaners (2003) Association

Service Line: 20921

Supplier Number: 2442172-001

STOB: 8001 3075

Contract Number: C13LMSS009

Project Code: 5121242

AMOUNT: 132,081.53

CAS Description: Final Payment

Pay Stub Comment: Final Payment - C13LMSS009


Qualified Receiver Signature:

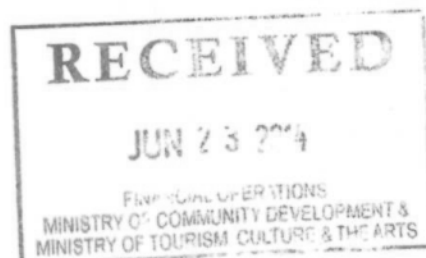
Date: June 16, 2014

Print Name / Title / Phone Number: Niamh Murphy/Program Manager/250 387-6221


Expense Authority Signature:

Date: June 18/14

Print Name / Title / Phone Number: Leila Hazemi/Director/250.387-6661



Ministry Name: Jobs, Tourism and Skills Training

Payee Name	Supplier Number	Payment Number	Invoice Number	Payment Date	Invoice Date	GL Account	Invoice Paid Amount
BRITISH COLUMBIA CONTRACT CLEANERS (2003) ASSOCIATION	2442172	14669686	C13LMSS00905	24-Jun-14	06-Jun-14	125.51973.20921.3075.5121242	132,081.53
						Total Paid to Vendor	132,081.53