

SERVICES AGREEMENT**MINISTRY OF SOCIAL DEVELOPMENT AND SOCIAL INNOVATION**

Contract Name (Catchment Area) KELOWNA
CFMS Contract # SESC469691200052

THIS AGREEMENT is made the 15th day of July, 2013.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the MINISTER OF SOCIAL DEVELOPMENT AND SOCIAL INNOVATION

2nd floor, 614 Humboldt Street
PO Box 9935 Stn Prov Govt
Victoria, British Columbia V8W 9R2
Fax: 250-356-2734

(the "Province", "we", "us", or "our" as applicable)

OF THE FIRST PART

AND:

MAXIMUS CANADA EMPLOYMENT SERVICES INC
PO BOX 5158 STN B, VICTORIA, BC V8R6N4, CA
Fax: 250-220-4036

(the "Contractor", "you", or "your" as applicable)

OF THE SECOND PART

WHEREAS:

- A. The Province issued the Request for Proposals for employment programming services for the Employment Program of British Columbia;
- B. The Contractor submitted a proposal in response to the Request for Proposals;
- C. The Parties entered into an agreement, Contract No. SESC469691200052 made 15th day of November 2011 (the "Original Agreement") for the Contractor to carry out the Services on the terms and conditions set out in the Original Agreement;
- D. The parties have modified the Original Agreement (the "Amended Original Agreement") from time to time by way of subsequent written amending agreements; and

- E. The parties have agreed to further modify the Amended Original Agreement effective July 15, 2013 by replacing the Amended Original Agreement in its entirety with this Agreement.

THEREFORE, in consideration of the mutual promises made below, the Parties agree as follows:

Article 1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, and the attached Schedules, unless the context otherwise requires, the following definitions will apply:

- (a) **"Annual Maximum"** means the maximum amount the Province is obligated to pay the Contractor for fees and expenses for any Fiscal Year during the Term or any Extension, as further described in the attached Schedule B;
- (b) **"Auditor General"** means the Auditor General of British Columbia appointed pursuant to the *Auditor General Act*, S.B.C. 2003, c. 2, or his or her delegate;
- (c) **"Auditor General Audit"** means a financial or performance audit of the Ministry conducted by the Auditor General pursuant to the *Auditor General Act*, S.B.C. 2003, c. 2, or the terms of the Canada – British Columbia Labour Market Development Agreement made February 20, 2008;
- (d) **"Business Continuity Plan"** means a comprehensive plan that describes how, if a Disruptive Event occurs, the Contractor would recover the Contractor's operations and continue to meet the Contractor's obligations under this Agreement;
- (e) **"Business Day"** means a day, other than a Saturday or Sunday, on which provincial government offices are open for normal business in British Columbia;
- (f) **"Contract Manager (Contractor)"** means any person designated from time to time by the Contractor to manage the Contractor's rights and obligations under this Agreement;
- (g) **"Contract Manager (Ministry)"** means any person designated from time to time by the Ministry to manage the Province's rights and obligations under this Agreement;
- (h) **"Contract Maximum"** means the maximum amount the Province is obligated to pay the Contractor for fees and expenses for the Term, as further described in the attached Schedule B;
- (i) **"Dispute"** has the meaning given that term in paragraph 13.1;
- (j) **"Disruptive Event"** means any extraordinary event, situation or circumstance that disrupts the Contractor's operations and affects the Contractor's ability to meet the Contractor's obligations under this Agreement;
- (k) **"Employee"** means any person that is the Contractor's employee, contractor, officer, director, agent, volunteer or Service Provider, or an employee, contractor, officer, director, agent or volunteer of a Service Provider;
- (l) **"Event of Default"** has the meaning given to that term in paragraph 14.1;

- (m) **"Extension"** has the meaning given that term in paragraph 2.3;
- (n) **"FAA"** means the *Financial Administration Act*, R.S.B.C. 1996, c.138, as may be amended from time to time;
- (o) **"Fiscal Year"** means the twelve (12) month period from April 1 of a calendar year to March 31 of the following calendar year, inclusive of both dates, but excludes March 1 to 31, 2012;
- (p) **"Governance Structure"** means the structure and process to manage the relationship between the Parties, as described in Article 11 and the attached Schedule H;
- (q) **"Incorporated Material"** means any material in existence prior to the start of the Term or developed independently of this Agreement and that is incorporated or embedded in the Produced Material by the Contractor or a Service Provider;
- (r) **"Information"** has the meaning given that term in paragraph 9.3;
- (s) **"Material"** means the Produced Material and the Received Material but does not include techniques, know-how or general knowledge of matters;
- (t) **"Ministry"** means the Province's Ministry of Social Development and Social Innovation or any successor ministry;
- (u) **"Parties"** means the Contractor and the Province;
- (v) **"Party"** means either the Contractor or the Province;
- (w) **"Penalty"** means a consequence the Province may impose on the Contractor, in accordance with Schedule A, if the Province is satisfied that the Contractor has failed to meet a Performance Standard;
- (x) **"Performance Standard"** means any standard the Contractor is obligated to meet in providing the Services, as may be further described in the attached Schedule A;
- (y) **"Personal Information"** has the meaning given to that term in the attached Schedule E;
- (z) **"Produced Material"** means Records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Service Provider and includes the Incorporated Material;
- (aa) **"Province Mark"** means any of the Province's trade-marks, official marks, business names, trade names, domain names, trading styles, logos, or other distinguishing marks, whether registered or unregistered;
- (bb) **"Received Material"** means Records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Service Provider from the Province or any other person;
- (cc) **"Record"** has the meaning given to that term in section 29 of the *Interpretation Act*, R.S.B.C. 1996, c. 238;
- (dd) **"Request for Proposals"** means Request for Proposals Number ELMS-004 for the Employment Program of British Columbia issued by the Ministry and dated March 30, 2011;

- (ee) **"Service Provider"** means an individual or organization approved by the Province, that the Contractor retains to provide Services under a subcontract or other type of agreement;
- (ff) **"Services"** means the services the Contractor provides under this Agreement, as described in the attached Schedule A;
- (gg) **"Services Team"** means the Employees the Contractor employs or retains to provide the Services;
- (hh) **"Term"** has the meaning given that term in paragraph 2.2;
- (ii) **"Voting Control"** with respect to a corporation or other entity, means that a person holds or has the benefit of, other than by way of security only, securities of the corporation or other entity, to which are attached more than 50% of the votes that may be cast to elect directors or persons acting in a similar capacity of the corporation or other entity;
- (jj) **"WCB"** means the British Columbia Workers Compensation Board, or WorkSafeBC; and
- (kk) **"we", "us", and "our"** means the Province alone and not the combination of the Contractor and the Province.

1.2 In this Agreement:

- (a) **"attached"** means attached to this Agreement when used in relation to a Schedule;
- (b) **"person"** includes an individual, partnership, corporation or legal entity of any nature;
- (c) unless the context otherwise requires, references to Articles, paragraphs or sub-paragraphs by number or letter are to Articles, paragraphs or sub-paragraphs of this Agreement;
- (d) a reference to a statute, whether or not that statute is defined, means a statute of the Province of British Columbia, unless otherwise stated, and includes all amendments to it, the regulations under it and any enactment passed to replace it;
- (e) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it; and
- (f) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

Article 2 APPOINTMENT, TERM AND EXTENSION

2.1 The Contractor must provide the Services in accordance with this Agreement.

2.2 Regardless of the date the Parties execute or deliver this Agreement, the Contractor must provide the Services during the five (5) year and one month period that commences **March 1, 2012** and ends **March 31, 2017** (the "Term") and any Extension, unless this Agreement terminates sooner pursuant to Article 14.

- 2.3 The Parties may agree to extend the Term for a period of up to two (2) years (the "Extension") commencing **April 1, 2017**.
- 2.4 If the Province wishes to enter into an agreement with the Contractor to extend the Term by the Extension, the Province will provide the Contractor with written notice on or before **October 1, 2016**.
- 2.5 If the Parties agree to extend the Term by the Extension, unless the Parties otherwise agree in writing, the terms and conditions of this Agreement in effect as at the end of the Term will apply during the Extension.
- 2.6 The Province gives the Contractor no assurances, expressed or implied that the Province will wish to extend this Agreement beyond the Term. The Contractor acknowledges and agrees that the Contractor has arranged or will arrange the Contractor's business affairs on the assumption that this Agreement will terminate at the end of the Term.
- 2.7 The Contractor has no authority or ability to compel the Province to enter discussions or negotiations with the Contractor regarding an Extension.
- 2.8 Any extension of the Term pursuant to paragraph 2.3 does not prevent the Province from exercising the Province's rights to terminate this Agreement pursuant to Article 14.

Article 3 PAYMENT

- 3.1 If the Contractor complies with this Agreement and provides the Services to the Province's satisfaction, the Province will pay the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in Schedule B, plus any applicable taxes; and
 - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services.
- 3.2 Despite paragraph 3.1, the Province is not obligated to pay the Contractor on account of fees and expenses:
- (a) for any Fiscal Year, more than the Annual Maximum; and
 - (b) for the Term, more than the Contract Maximum.
- 3.3 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province and in accordance with Schedule B.

- 3.4 Without limiting paragraph 15.2, the Province may withhold from any payment due to the Contractor pursuant to paragraph 3.1, an amount sufficient to indemnify the Province and any of the Province's employees and agents against any liens or other third party claims that have arisen or could arise in connection with the Contractor's provision of the Services. The Province must promptly pay to the Contractor an amount withheld under this section when the basis for withholding the amount has been fully resolved to the Province's satisfaction.
- 3.5 Despite any other provision in this Agreement, the Province's obligation to pay money to the Contractor under this Agreement is subject to:
- (a) there being sufficient funds available in an appropriation, as defined in the FAA, to enable the Province in any Fiscal Year during which payment becomes 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 subsection (a) of this section.
- 3.6 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 3.7 If the Contractor is not resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.
- 3.8 The Contractor must apply for and immediately on receipt remit to the Province any available refund, rebate or remission of federal or provincial tax or duty that the Province pay or reimburse the Contractor or agree to pay or reimburse the Contractor under this Agreement.

Article 4 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- 4.1 The Contractor represents and warrants to the Province that on the date this Agreement is executed and at all times during the Term and any Extension:
- (a) if the Contractor is not an individual, that,
 - (i) the Contractor is duly organized, validly existing and in good standing under the laws of British Columbia,
 - (ii) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement, and
 - (iii) all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Contractor, or by the signatory or signatories who sign this Agreement on the Contractor's behalf;

- (b) this Agreement constitutes a legally binding obligation on the Contractor that is enforceable against the Contractor in accordance with its terms and conditions except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except as equitable remedies may be granted in the discretion of a court of competent jurisdiction;
- (c) except for information provided by the Province and which is incorporated into the Contractor's documents, all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement, including as part of any competitive process resulting in this Agreement, are in all material respects true and correct to the best of the Contractor's knowledge;
- (d) the Contractor has no knowledge of any fact that materially adversely affects or, so far as the Contractor can foresee, might materially adversely affect the Contractor's properties, assets, condition (financial or otherwise), business or operations or the Contractor's ability to fulfill the Contractor's obligations under this Agreement;
- (e) the Contractor's observance and performance of the terms and conditions of this Agreement will not constitute a breach by the Contractor of or a default by the Contractor under
 - (i) any statute, regulation or bylaw of Canada, British Columbia or any regional or municipal government, applicable to or binding on the Contractor,
 - (ii) the Contractor's constating documents, if the Contractor is not an individual, or
 - (iii) any contract or agreement to which the Contractor is a party;
- (f) the Contractor is not a party to and has no knowledge of any legal claims against the Contractor that would materially affect the Contractor's undertaking or financial condition;
- (g) the Contractor has filed all tax, corporate information and other returns required to be filed by the laws of British Columbia and Canada and has complied with all workers compensation legislation and other similar legislation to which the Contractor may be subject and has paid all taxes, fees and assessments calculated to be due by the Contractor pursuant to those laws as of the date of this Agreement;
- (h) the Contractor is not in breach of any statute, regulation or bylaw applicable to the Contractor or the Contractor's operations;
- (i) the Contractor or the Contractor's Service Providers, as applicable, hold all permits, licenses, consents and authorizations issued by any federal, provincial, regional or municipal government, or an agency of any of them, that are necessary for the Contractor to perform the Contractor's obligations under this Agreement;

- (j) the Contractor has no knowledge of any untrue or incorrect representation or assurance, whether verbal or written, given by or on behalf of the Contractor or the Contractor's directors or officers to the Province in connection with this Agreement;
 - (k) the Contractor has in place and available sufficient skilled, experienced and trained staff, facilities, materials, appropriate equipment and agreements with Service Providers to enable the Contractor to fully perform the Services; and
 - (l) the Contractor has in place all the necessary arrangements and licenses with other third parties that are necessary for the Contractor to perform the Contractor's obligations under this Agreement.
- 4.2 All statements contained in any certificate or other document delivered by or on behalf of the Contractor to the Province in response to the Request for Proposals, with respect to this Agreement, or in connection with any of the transactions contemplated by this Agreement, are deemed the Contractor's representations and warranties under this Agreement.
- 4.3 All the Contractor's representations, warranties, covenants and agreements made in the Contractor's response to the Request for Proposals, or in or under this Agreement are material and it is deemed that the Province has relied on them, despite any prior or subsequent investigation by the Province.
- 4.4 The provisions of paragraphs 4.1, 4.2 and 4.3 will continue in full force and effect despite the fulfillment by the Contractor of any or all of the Contractor's obligations under this Agreement or the payment by the Province to the Contractor of any or all of the fees that the Province becomes liable to pay to the Contractor under Schedule B attached to this Agreement.

Article 5 CONTRACTOR'S COVENANTS

5.1 The Contractor must:

- (a) unless the Parties otherwise agree in writing, supply and pay for at the Contractor's own expense, all labour, knowledge, expertise, materials, facilities, approvals, licenses any other charges or costs necessary or advisable to provide the Services, including the license under paragraph 8.4;
- (b) comply with all applicable laws in the performance of the Contractor's obligations under this Agreement;
- (c) without limiting the generality of sub-paragraph (b), comply with and must ensure that all Service Providers and any other individual or organization involved in providing the Services comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act*, R.S.B.C. 1996, c. 492, in British Columbia or similar laws in other

jurisdictions;

- (d) within ten (10) Business Days of the Province's request to do so, submit to the Province a WCB clearance letter indicating that the Contractor, all Service Providers and any other individual or organization involved in providing the Services have paid all required WCB assessments;
- (e) without limiting the generality of sub-paragraph (b), comply with the *Income Tax Act* (Canada), including reporting to Canada Revenue Agency, as may be necessary, any financial support or benefit the Contractor pays to or for any person as a result of this Agreement;
- (f) without limiting the generality of sub-paragraph (b), comply with the *Lobbyists Registration Act*, S.B.C. 2001, c. 42; and
- (g) ensure that all Employees on the Services Team are competent to perform the Services and are adequately trained, instructed and supervised.

5.2 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

5.3 The Contractor must:

- (a) submit a copy of the Contractor's Business Continuity Plan to the Province for the Province's approval within thirty (30) days of April 2, 2012;
- (b) from time to time during the Term and any Extension at the Province's request, review the Contractor's Business Continuation Plan and adopt any changes to it that the Province may require; and
- (c) if a Disruptive Event occurs, implement the Contractor's Business Continuity Plan forthwith.

Article 6 RELATIONSHIP AND KEY PERSONNEL

6.1 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) the Province's employee or partner; or
- (b) the Province's agent, except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this paragraph.

6.2 The Contractor must not do anything that would result in any Employee being considered the Province's employee.

- 6.3 The Contractor must not commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.
- 6.4 The Province may from time to time give the Contractor reasonable instructions, in writing or otherwise, as to the Contractor's performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the Contractor carries out the instructions.
- 6.5 If one or more individuals are specified in Schedule A as the Contractor's key personnel, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Article 7 RECORDS, REPORTS AND AUDIT

- 7.1 On the Province's request, the Contractor must fully inform the Province of all work that the Contractor, any Service Provider, or any other individual or organization has done or will do in connection with providing the Services.
- 7.2 The Contractor must maintain Employee time records related to providing the Services and statements or books of account, invoices, receipts and vouchers the Contractor produces or receives in connection with providing the Services, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven (7) years after this Agreement ends.
- 7.3 In addition to any other rights of inspection the Province may have under statute or otherwise, at any reasonable time and on reasonable notice to the Contractor, the Province, or an agent of the Province, may enter on the Contractor's or any Service Provider's premises to review operations and to inspect and, at the Province's discretion, copy any of the Material, and the Contractor must permit and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.
- 7.4 The Contractor will permit and cooperate fully with and provide reasonable assistance to the Auditor General in the conduct of any Auditor General Audit, including at any reasonable time and on reasonable notice to the Contractor, providing reasonable access to the Contractor's or any Service Provider's premises to the Auditor General to review operations and to inspect and, at the Auditor General's discretion, copy any of the Material.
- 7.5 The Ministry is responsible for the Contractor's reasonable costs associated with any Auditor General Audit.
- 7.6 If requested by the Province at any time during the Term or any Extension, the Contractor shall retain and pay for the services of a duly qualified auditor approved by the Province to carry out an audit of the books and records relating to the

Contractor's provision of the Services. The Contractor shall provide a copy of the accountant's audit report to the Province within 30 (thirty) days of its completion.

Article 8 MATERIAL AND INTELLECTUAL PROPERTY

- 8.1 The Province exclusively owns all property rights in the Material that are not intellectual property rights.
- 8.2 The Province exclusively owns all intellectual property rights, including copyright, in
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.
- 8.3 On the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights the Contractor or any Employee may have in the Produced Material and confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.
- 8.4 On any Incorporated Material being embedded or incorporated in the Produced Material and to the extent it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use, reproduce, modify and distribute that Incorporated Material; and
 - (b) the right to sublicense to third parties the right to use, reproduce, modify and distribute that Incorporated Material.

Article 9 PRIVACY, SECURITY AND CONFIDENTIALITY

- 9.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.
- 9.2 The Contractor must:
- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
 - (b) comply with the Security Schedule attached as Schedule G.
- 9.3 The Contractor must treat as confidential all information in the Material and any other information the Contractor or a Service Provider accesses, produces or obtains, whether verbally, electronically or otherwise, as a result of this Agreement (collectively the "Information") and not permit its disclosure, use or disposal without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (a1) to an auditor or public accountant appointed in accordance with a statute of British Columbia or Canada, but only as necessary for the auditor or public accountant to meet the obligations imposed on the auditor or public accountant pursuant to the statute under which the auditor or public accountant is appointed;
 - (b) if it is information that is generally known to the public, other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.
- 9.4 If an unauthorized disclosure of Information occurs, regardless of whether it is advertent or inadvertent, the Contractor must immediately take appropriate action to address that disclosure, including complying with any directions given by the Province.
- 9.5 The Contractor must deliver any Information to the Province immediately on the Province's request and at the Contractor's expense.
- 9.6 If the Contractor receives a request for access to any of the Information from a person other than the Province, this Agreement does not require or authorize the Contractor to provide that access, the Contractor must advise the person to make the request to the Province.
- 9.7 If the Province requires the Contractor to retain any information beyond the Term, or any Extension, as applicable, or the date this Agreement terminates, if the Province terminates this Agreement early pursuant to Article 14, the Province will pay to the Contractor the Contractor's reasonable costs to store that Information.
- 9.8 If, in accordance with Schedules A or E, the Province directs the Contractor to dispose of any Information, the Contractor must destroy it:
- (a) at the Contractor's own expense;
 - (b) as the Province specifies in the Province's directions to the Contractor; and
 - (c) by shredding conducted by a person with whom the Province has an ongoing corporate supply arrangement to destroy government records.
- 9.9 The Contractor must permit the Province free access at all reasonable times to audit the Contractor's compliance with Schedules E and G, using those procedures as the Province in the Province's sole discretion may choose.

Article 10 ASSIGNMENT AND RETAINING SERVICE PROVIDERS

- 10.1 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.
- 10.2 The Contractor must not subcontract or otherwise transfer responsibility for any of the Contractor's obligations under this Agreement without the Province's prior written consent.
- 10.3 The Province has approved as a Service Provider any person listed in the attached Schedule C.
- 10.4 No subcontract or other agreement the Contractor enters, whether the Province consents to it or not, relieves the Contractor from any obligation under this Agreement.
- 10.5 The Contractor must ensure that:
 - (a) any person the Contractor retains to perform obligations under this Agreement; and,
 - (b) any person retained by a person described in sub-paragraph (a) to perform obligations under this Agreement,
 fully complies with this Agreement and all attached Schedules in performing any such obligation.
- 10.6 Every subcontract or other agreement between the Contractor and a Service Provider to provide any portion of the Services must include a term that obligates the Service Provider to comply fully with this Agreement and all attached Schedules in performing the Service Provider's obligations.
- 10.7 The Province reserves the right to review the terms and conditions of any subcontract or other agreement between the Contractor and any Service Provider to determine to the Province's satisfaction that the Contractor complies with paragraph 10.6.

Article 11 GOVERNANCE STRUCTURE

- 11.1 On the execution of this Agreement, the Parties will establish, in accordance with the Governance Structure, processes and procedures to manage their relationship, including modifying this Agreement.
- 11.2 During the Term and any Extension, the Parties will manage their relationship, including modifying this Agreement, according to the structure, processes and procedures described in, or otherwise established in accordance with, the Governance Structure.
- 11.3 Each Party will bear all of the Party's own costs associated with the Governance Structure, including all costs related to attending any meetings contemplated under

the Governance Structure.

Article 12 PERFORMANCE STANDARDS

- 12.1 The Contractor must provide the Services to the Province's satisfaction and in accordance with the attached Schedule A, including meeting all Performance Standards.
- 12.2 If the Contractor fails to provide the Services to the Province's satisfaction, or in accordance with the attached Schedule A, including failing to meet any Performance Standard, at the Province's sole discretion the Province may:
- (a) address the matter in accordance with the Governance Structure, if the attached Schedule A provides for such a response to the Contractor's failure;
 - (b) impose a Penalty on the Contractor in accordance with the attached Schedule A, if Schedule A provides for such a response to the Contractor's failure; or
 - (c) exercise any remedy available to the Province in paragraph 14.2, if the Contractor's failure is an Event of Default.

Article 13 DISPUTE RESOLUTION

- 13.1 If a dispute between the Parties arises out of or in connection with this Agreement (the "Dispute"), the following dispute resolution process will apply unless the Parties otherwise agree in writing:
- (a) the Parties will promptly hold a meeting that individuals from each Party with decision-making authority regarding the Dispute will attend and attempt in good faith to negotiate a resolution of the Dispute;
 - (b) if, within 15 (fifteen) Business Days after the meeting described in sub-paragraph (a), the Parties do not succeed in negotiating a resolution of the Dispute, the Parties will seek the assistance of a neutral mediator, who the Parties will jointly select and appoint;
 - (c) if the Parties cannot agree on a mediator as described in sub-paragraph (b), the Parties will resolve the Dispute pursuant to sub-paragraph (f);
 - (d) if the Parties appoint a mediator pursuant to sub-paragraph (b), the Parties agree to participate in good faith in a mediation session that must occur within 20 (twenty) Business Days after the appointment of the mediator;
 - (e) the Parties agree to conduct any mediation under sub-paragraph (b) in accordance with the Mediation Rules of the British Columbia Mediator Roster Society;

- (f) any Dispute that the Parties do not resolve by negotiation or mediation pursuant to sub-paragraphs (a) to (e), the Parties will refer for final resolution by arbitration pursuant to the *Commercial Arbitration Act*, R.S.B.C. 1996, c. 55;
- (g) a mediation under sub-paragraph (b) or an arbitration under sub-paragraph (f) will be held in Victoria, British Columbia; and
- (h) the Parties agree to share equally the costs of any mediation under sub-paragraph (b) or arbitration under sub-paragraph (f), unless in the case of arbitration, the arbitrator otherwise orders, but those costs will not include costs incurred by a Party relating to the production of expert evidence or for representation by counsel.

Article 14 DEFAULT, REMEDIES, TERMINATION AND TRANSITION

14.1 Despite any other provision of this Agreement, any of the following events will constitute an "Event of Default" by the Contractor, whether that event is voluntary, involuntary or results from the operation of law or any judgment or order of any court or administrative or government body:

- (a) any failure by the Contractor to provide the Services to the Province's satisfaction or in accordance with the attached Schedule A that is described in Schedule A as an Event of Default;
- (b) the Contractor fails to observe, perform or comply with any material provision of this Agreement that the Contractor is obligated to observe, perform or comply with;
- (c) any representation or warranty made by the Contractor in response to the Request for Proposals or contained in this Agreement is materially untrue or incorrect;
- (d) any information, statement, document, certificate or report furnished or submitted by or on behalf of the Contractor to the Province under this Agreement is materially untrue or incorrect;
- (e) an order is made, a resolution is passed or a petition is filed, for the Contractor to be liquidated or wound up;
- (f) the Contractor becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency;
- (g) a bankruptcy petition is filed or presented against the Contractor, or the Contractor makes a proposal under the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3;
- (h) a receiver or receiver-manager is appointed to any of the Contractor's property;

- (i) the Contractor permits any sum that the Contractor does not dispute to be due by the Contractor to remain unpaid after legal proceedings have been commenced to enforce its payment;
- (j) any action is taken to enforce any security interest, charge or encumbrance granted, created or issued by the Contractor that materially affects the Contractor's ability to carry on business or operations as a going concern;
- (k) the Contractor ceases, in the Province's opinion, to carry on business or operations as a going concern;
- (l) a change occurs with respect to any one or more of the Contractor's assets, condition (financial or otherwise), business, or operations that, in the Province's opinion, materially adversely affects the Contractor's ability to fulfill any of the Contractor's obligations under this Agreement;
- (m) a change occurs with respect to the control of the Contractor, including but not limited to
 - (i) the sale, transfer, assignment or disposition to a third party of all or substantially all of the Contractor's assets relating to the Contractor's performance of the Services;
 - (ii) a change of Voting Control of the Contractor;
 - (iii) the Contractor's merger or amalgamation with another entity; and,
 - (iv) the Contractor's acquisition by another entity; or
- (n) the Contractor fails to notify the Province forthwith, with particulars that any of events (a) to (m) has occurred, is occurring or is likely to occur.

14.2 On the occurrence of any Event of Default by the Contractor, the Province may, at the Province's option, immediately, or at any later time, elect to do any one or more of the following:

- (a) suspend, while the Event of Default continues, payment of any amount that is due or that becomes due to the Contractor for fees pursuant to paragraph 3.1 and the attached Schedule B;
- (b) pursue any remedy available to the Province at law or in equity;
- (c) require that the Contractor remedy the Event of Default within a time period the Province specifies;
- (d) waive the Event of Default; and
- (e) terminate this Agreement by giving written notice of termination to the Contractor, subject to the expiration of any time period specified by a notice delivered pursuant to sub-paragraph (c).

14.3 No failure or delay on the part of the Province to complain of an act or failure of the Contractor or to declare the Contractor in default, irrespective of how long such act or

failure to act continues, will constitute a waiver by the Province of its rights under this Agreement, nor will it estop or preclude the Province from insisting that the Contractor fulfil its obligations under this Agreement.

- 14.4 Despite any other provision of this Agreement, and in addition to the Province's right to terminate this Agreement under sub-paragraph 14.2 (e) the Province may terminate this Agreement at any time and for any reason by giving the Contractor at least ninety (90) days written notice, or any shorter notice and in any other manner that is mutually agreed between the Parties.
- 14.5 Nothing in Articles 11, 12 or 13 or Schedule H prevents the Province:
- (a) on the occurrence of any Event of Default by the Contractor, from taking any action in accordance with sub-paragraphs 14.2 (a) to (e); or
 - (b) from exercising the Province's discretion to terminate this Agreement pursuant to paragraph 14.4.
- 14.6 If the Province terminates this Agreement pursuant to sub-paragraph 14.2 (e) or paragraph 14.4, the Province will pay the Contractor within thirty (30) days of termination any fees or expenses the Contractor is entitled to receive pursuant to sub-paragraph 3.1 and the attached Schedule B with respect to Services the Contractor provides to the Province's satisfaction before termination and then be under no further obligation to the Contractor.
- 14.7 At the Province's request, the Contractor will, to the extent that the Contractor is reasonably capable of doing so, provide any reasonable assistance the Province requires to ensure the orderly transition of the provision of the Services by a party other than the Contractor:
- (a) for the thirty (30) days prior to end of the Term, or any Extension, as applicable, at the Contractor's expense; or
 - (b) if the Province terminates this Agreement early pursuant to sub-paragraph 14.2 (e) or paragraph 14.4, for the period set out in the applicable notice prior to the termination of this Agreement, at the Contractor's expense; and,
 - (c) for up to an additional sixty (60) days after the end of the Term, or any Extension, or early termination of this Agreement, as applicable, for a fee to be agreed between the Parties and payable by the Province to the Contractor at the end of the additional days.

Article 15 INSURANCE AND INDEMNITY

- 15.1 The Contractor must comply with terms of the Insurance Schedule attached as Schedule D, as those terms may change from time to time in accordance with the Province's directions.

- 15.2 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights that are based on, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or any Employee in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.
- 15.3 The Contractor must apply for and maintain at the Contractor's expense, personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term and any Extension, if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act*, R.S.B.C. 1996, c. 492, in British Columbia or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.
- 15.4 Within ten (10) Business Days of the Province's request to do so, the Contractor must provide the Province with evidence of the Contractor's compliance with paragraph 15.3.

Article 16 FORCE MAJEURE EVENTS

16.1 In this Article 16 the following definitions will apply:

- (a) **"Force Majeure Event"** means one the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure;
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy;
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo;
 if the event prevents a Party from performing the Party's obligations in accordance with this Agreement and is beyond the reasonable control of that Party; and
 - (b) **"Affected Party"** means a Party prevented from performing the Party's obligations in accordance with this Agreement by a Force Majeure Event.
- 16.2 An Affected Party is not liable to the other Party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of paragraph 16.3.

- 16.3 An Affected Party must promptly notify the other Party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

Article 17 PUBLIC ANNOUNCEMENTS AND USE OF PROVINCE MARKS

- 17.1 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.
- 17.2 The Contractor will:
- (a) cooperate with the Province and at the Province's request, assist the Province in developing a communications strategy and making public announcements regarding the Services and this Agreement;
 - (b) make no public comment about the Services or this Agreement, without first consulting with the Province and obtaining the Province's approval;
 - (c) not use the name of, any photograph or other image of, or any Personal Information about, any individual in any material the Contractor produces and distribute to the public for any purpose related to this Agreement, without first obtaining the written consent of the individual and providing the Province with a copy of that consent;
 - (d) prominently display in any materials the Contractor produces and distributes to the public that publicize or promote the Services, an acknowledgment that the Contractor provides the Services for the Province, the form, content and location of which is subject to the Province's approval;
 - (e) post signage at all premises at which the Contractor carries out operations related to the Services, acknowledging that the Contractor provides the Services for the Province, the form, content and location of which is subject to the Province's approval;
 - (f) incorporate a Province Mark of the Province's choice in any acknowledgment described in sub-paragraph (d) or any signage described in sub-paragraph (e);
 - (g) not use any Province Mark in any capacity or for any purpose other than those set out in sub-paragraph (f); and
 - (h) not, without the Province's prior written approval, refer for promotional purposes to the Province being the Contractor's customer or having entered into this Agreement.
- 17.3 After the execution of this Agreement, the Province will provide the Contractor with the

Province Mark that the Contractor must use as described in paragraph 17.2.

- 17.4 From time to time during the Term or any Extension, the Province, in the Province's sole discretion, may provide the Contractor with a replacement Province Mark that the Contractor must use as described in paragraph 17.2.
- 17.5 The Province will consult with the Contractor before making any public comment about the Services that references the Contractor's name.

Article 18 CONFLICT OF INTEREST

- 18.1 The Contractor must not provide any service to any person in circumstances that, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Article 19 CRIMINAL RECORDS CHECK

- 19.1 In this Article 19 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;
- (f1) **"Equivalent Organization"** means a person or organization, approved in advance by the Province, that obtains checks for a Criminal Record equivalent to those obtained by any Local Police Agency;
- (g) **"Information Systems"** means information storage or data processing systems that house information associated with the Services, including information technology systems and associated administrative systems, processing platforms, telecommunications facilities, applications, databases and backup media;
- (h) **"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;

- (i) **"Offence"** means an Offence (Canadian) or an Offence (Foreign);
- (j) **"Offence (Canadian)"** means an offence under a provision of the Criminal Code and includes a predecessor to that provision;
- (k) **"Offence (Foreign)"** means an offence in a jurisdiction outside Canada that is similar to an Offence (Canadian);
- (l) **"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;
- (m) **"Participant"** means any individual who receives Services from the Contractor pursuant to this Agreement;
- (n) **"Relevant Offence"** has the meaning given to that term in section 1 of the Act;
- (o) **"Security Related Offence"** means a Security Related Offence (Canadian) or a Security Related Offence (Foreign);
- (p) **"Security Related Offence (Canadian)"** means an offence under a provision in Parts II, II.1, IV, VI, IX, X, XI, XII, XII.2 or XIII of the Criminal Code and includes a predecessor to that provision; and
- (q) **"Security Related Offence (Foreign)"** means an offence in a jurisdiction outside Canada that is similar to a Security Related Offence (Canadian).

19.2 The Contractor must obtain at the Contractor's expense, a Criminal Record Check for any Employee that as a result of this Agreement has:

- (a) contact with any Participant; or
- (b) access to Information Systems,

before the Employee has contact with any Participant or access to Information Systems, as applicable and thereafter every 5 years.

19.3 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, a Certified Criminal Record Check for the Employee.

19.4 The Province may exempt the Contractor from a requirement in paragraphs 19.2 or 19.3 for any Employee, if the Contractor has on record for the Employee, a Criminal Record Check, or Certified Criminal Record Check, as applicable, obtained in the twelve (12) months immediately before the relevant date.

19.5 If a Criminal Record Check or Certified Criminal Record Check for any Employee described in sub-paragraph 19.2 (a) discloses an Outstanding Charge relating to a Relevant Offence, 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 Participant.

- 19.6 If a Criminal Record Check or Certified Criminal Record Check for any Employee described in sub-paragraph 19.2 (b) discloses an Outstanding Charge relating to, or a Conviction for a Security Related Offence, the Contractor must determine whether the Employee presents a risk of breach in Information Systems security.
- 19.7 In making a determination under paragraphs 19.5 or 19.6 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 Participant, or of breach in Information Systems security, as applicable;
 - (b) the circumstances of the applicable Offence or alleged Offence, including the age of the individual 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 restriction, the time elapsed since the occurrence of the applicable Offence or alleged Offence, subsequent actions of the individual, the likelihood of the individual repeating a similar kind of behaviour and any attempts at rehabilitation.
- 19.8 If the Contractor determines pursuant to paragraph 19.5 that an Employee presents a risk of physical, mental, emotional or sexual abuse to any Participant, the Contractor must immediately remove the Employee from the Services Team.
- 19.9 If the Contractor determines pursuant to paragraph 19.6 that an Employee presents a risk of breach in Information Systems security, the Contractor must immediately deny the Employee access to any Information Systems.
- 19.10 The Contractor must provide to the Province forthwith, any Employee's Criminal Record Check described in paragraph 19.2 or Certified Criminal Record Check described in paragraph 19.3, if applicable:
- (a) on the Province's request; or
 - (b) on the Contractor's receipt of the Criminal Record Check or the Certified Criminal Record Check if,
 - (i) the Criminal Record Check or the Certified Criminal Record Check is for an Employee described in sub-paragraph 19.2 (a) and discloses an Outstanding Charge relating to a Relevant Offence, or a Conviction for a Relevant Offence; or,
 - (ii) the Criminal Record Check or the Certified Criminal Record Check is for an Employee described in sub-paragraph 19.2 (b) and discloses an Outstanding Charge relating to, or a Conviction for a Security Related Offence.

19.11 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, or deny the Employee access to Information Systems, as applicable.

19.12 If the Contractor fails to:

- (a) obtain for an Employee,
 - (i) a Criminal Record Check pursuant to paragraph 19.2; or,
 - (ii) a Certified Criminal Record Check pursuant to paragraph 19.3; or
- (b) provide the Province an Employee's Criminal Record Check or Certified Criminal Record Check pursuant to paragraph 19.10,

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, or deny the Employee access to Information Systems, as applicable.

19.13 The Contractor's obligations described in section 4 of the attached Schedule G are in addition to and not in place of the Contractor's obligations under this Article 19.

Article 20 NOTICES

20.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
- (b) delivered by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
- (c) mailed by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

20.2 Either Party may, from time to time, give notice to the other Party of a substitute address or fax number, which from the date such notice is effective, will supersede for purposes of paragraph 20.1 any previous address or fax number specified for the Party giving the notice.

- 20.3 The Contractor will provide any notice to the Province pursuant to paragraph 20.1 to the attention of the Contract Manager (Ministry).
- 20.4 The Province will provide any notice to the Contractor pursuant to paragraph 20.1 to the attention of the Contract Manager (Contractor).

Article 21 ENTIRE AGREEMENT

- 21.1 This Agreement and any modification of it constitute the entire agreement between the Parties as to performance of the Services.
- 21.2 No modification of this Agreement is effective unless it is in writing and signed by the Parties.
- 21.3 The Province does not intend for the Contractor to rely on any communication by the Province as a representation that alters or waives the Province's rights under this Agreement and the Contractor may not so rely on any such communication unless it is made in writing and signed by the Deputy Minister of the Ministry.
- 21.4 The Schedules attached to this Agreement, including any appendices or other documents attached to or incorporated by reference into those Schedules, are part of this Agreement.
- 21.5 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a Schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a Schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a Schedule, unless the Schedule expressly states otherwise.

Article 22 GENERAL

- 22.1 Any additional terms set out in the attached Schedule F apply to this Agreement.
- 22.2 The Province must make available to the Contractor all information in the Province's possession that the Province considers pertinent to the Contractor's performance of the Services.
- 22.3 This Agreement is governed by and will be construed in accordance with the laws of British Columbia.
- 22.4 Time is of the essence in this Agreement.
- 22.5 A waiver by either Party of a breach or default by the other Party in the observance,

performance or compliance of any of its obligations under this Agreement will be effective only if it is in writing and signed by, or on behalf of, the waiving Party. No such waiver will be deemed or construed to be a waiver of any other breach or default. Failure or delay on the part of either Party to complain of an act or failure of the other Party or to declare such other Party in default, irrespective of how long such failure or delay continues, will not constitute a waiver by such Party of any of its rights against the other Party, nor estop or preclude such Party from insisting that the other Party fulfil its obligations under this Agreement.

- 22.6 For the purpose of paragraph 22.5, a waiver will be effective against the Province only if it is signed by the Deputy Minister of the Ministry.
- 22.7 This Agreement is binding on the Province and the Province's assigns and on the Contractor, the Contractor's successors and permitted assigns.
- 22.8 This Agreement does not operate as a permit, license, approval or other statutory authority that the Contractor may be required to obtain from the Province or from any of the Province's agencies in order to provide the Services. Nothing in this Agreement will be construed as interfering with, or fettering in any manner, the exercise by the Province or the Province's agencies of any statutory, prerogative, executive or legislative power or duty.
- 22.9 If any provision of this Agreement or the application of it 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 and will be valid and enforceable to the extent permitted by law.
- 22.10 Each Party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.
- 22.11 The Contractor's obligations under the terms of this Agreement continue in force indefinitely, even after this Agreement ends or the Province terminates it early pursuant to Article 14.
- 22.12 Subject to Article 14, the Province's obligations pursuant to Article 3 continue in force indefinitely, even after this Agreement ends or the Province terminates it early pursuant to Article 14.

22.13 Each Party may enter this Agreement by each executing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other Party by a method provided for in paragraph 20.1 or any other method agreed to by the Parties.

The Parties have executed this Agreement as follows.

SIGNED on behalf of the Province by a duly
authorized representative of the Minister of
Social Development and Social Innovation
in the presence of:

M A Budgeon
[witness signature]

MARG BUDGEON
[witness name]

614 HUMBOLDT
[witness address]

VICTORIA
[witness address]

)
)
)
Nichola Manning
[signature]

NICHOLA MANNING
[name]

ADM
[title]

SIGNED on behalf of the Contractor by a duly
authorized representative in the presence of:

Debbie Crozier
[witness signature]

DEBBIE CROZIER
[witness name]

609 Broughton ST
[witness address]

Victoria BC
[witness address]

)
)
)
Hannah Roots
[signature]

HANNAH ROOTS
[name]

MANAGING DIRECTOR
[title]

SCHEDULE A - SERVICES

PART A - Interpretation

1.0 In this Schedule and in Schedule B, unless the context otherwise requires, the following definitions apply:

- (A) **"Aboriginal Peoples"** means individuals who self identify as aboriginal, including First Nations, Metis or Inuit.
- (B) **"Action Plan"** means a plan for a Case Managed Client developed by the Client and the Contractor, summarizes the steps, Services and Financial Supports, including those itemized in the Client File services plan and benefit plan, that the Client and the Contractor agree are necessary and appropriate for the Client to obtain Labour Market Attachment or Community Attachment as quickly as possible, and includes a similar plan developed for a Client under a Legacy Program for a similar purpose.
- (C) **"Active EI Claimant"** means an individual in receipt of benefits under Part I of the EI Act.
- (D) **"Apprentice"** means an individual who is registered as an apprentice with the Industry Training Authority.
- (E) **"Apprentice Application Form"** means the "Apprentice Application, Agreement and Section 25 Referral and Authorization" form created by the Ministry that an Apprentice or an eligible individual wanting to access training Services as an Apprentice completes and signs when seeking Apprentice Services or Financial Supports.
- (F) **"Apprentice On-Line Portal" or "AOP"** means an internet-based system created by the Ministry, and to which the Contractor will have access, for Non-Case Managed Apprentices attending approved Classroom Technical Training in British Columbia to apply for Services and Financial Supports available under the Program.
- (G) **"Apprentice Services"** means services described in Part C, section 1.2 of this schedule that the Contractor provides any Client who is an Apprentice or an eligible individual wanting to access training Services as an Apprentice.
- (H) **"ASETS Agreement Holder"** means an organization funded by the Government of Canada under the Aboriginal Skills and Employment Training Strategy program to provide employment Services to Aboriginal Peoples.
- (I) **"British Columbia Employment and Assistance" or "BCEA"** means the program by which the Ministry provides and administers assistance under the EA Act and the EAPWD Act.
- (J) **"British Columbia Employment and Assistance Client" or "BCEA Client"** means an individual receiving BCEA.
- (K) **"Case Managed Apprentice"** means an eligible Client who is seeking to become an Apprentice through ITA approved Institutional Entry Training and that the Contractor approves to receive Financial Supports while attending training.
- (L) **"Case Managed Client"** means a Client the Contractor accepts for Case

Management after the Contractor determines, using the Client's FNA results, that the Client needs Case Management.

- (M) **"Case Managed Services"** means Services provided to or for Case Managed Clients described in Part C, section 3.0 of this Schedule.
- (N) **"Case Management"** means Services described in Part C, section 2.2 of this Schedule.
- (O) **"Case Management Referral Date"** means with respect to:
 - (a) a BCEA Client the Ministry refers to the Contractor, the date of that referral, or
 - (b) any other Client, the date the Contractor makes a determination under Part C, section 1.1 (A) (a) (ii) or 2.1.1 (7) of this Schedule that the Client appears to require a Formal Needs Assessment and is eligible for Case Management.
- (P) **"Case Manager"** means an individual retained by the Contractor to deliver Case Management Services to Clients.
- (Q) **"Catchment Area"** means the part of British Columbia where the Contractor will provide Services that is generally described as KELOWNA and which is more fully described in Appendix D to the Request for Proposals.
- (R) **"Classroom Technical Training"** with respect to an Apprentice means training provided by a training provider in a classroom setting.
- (S) **"Client"** means an individual that accesses Employment Program of British Columbia employment Services and Labour Market Services from the Contractor.
- (T) **"Client File"** with respect to a Client means all information acquired, accessed or produced by the Contractor related to the Client's involvement in the Program, all of which will be recorded as electronic records in ICM.
- (U) **"Client Outcome"** means a Client achieves Labour Market Attachment or Community Attachment.
- (V) **"Client Tier"** means one of the following four Client Employment Readiness groupings for Case Managed Clients established in accordance with Ministry Policy and based on the Client's assessed Employment Readiness:
 - (a) Client Tier 1 – high Employment Readiness;
 - (b) Client Tier 2 – moderate Employment Readiness;
 - (c) Client Tier 3 – low Employment Readiness; and
 - (d) Client Tier 4 – little or no Employment Readiness.
- (W) **"Community and Employer Partnerships Plan"** means an annual plan the Contractor develops to respond to local community labour market needs in the Catchment Area, in part, drawing on relationships the Contractor establishes with employers, government agencies and community organizations in the Catchment Area.
- (X) **"Community Attachment"** means unpaid work experience placement or connection with needed community services that support the Client to improve Employment Readiness, functioning in society and quality of life.
- (Y) **"Discovery / Employment Profile"** means the result of an assessment process

that identifies the key employment related attributes, including interests, skills, strengths and ideal employment conditions and contributions for a Client who has significant and complex employment-related needs.

- (Z) **"EA Act"** means the *Employment and Assistance Act*, S.B.C. 2002, c. 40, as amended from time to time.
- (AA) **"EAPWD Act"** means the *Employment and Assistance Act for Persons with Disabilities Act*, S.B.C. 2002, c. 41, as amended from time to time.
- (BB) **"EI Act"** means the *Employment Insurance Act*, S.C. 1996, c. 23, as may be amended from time to time.
- (CC) **"EI Benefits"** mean benefits provided under Part I of the EI Act.
- (DD) **"ESS (LMDA Funds) Workshop"** means an Employment Support Service workshop that has no more than 1/3 of its content devoted to employability life-skills, Essential Skills or Employment Readiness topics or STOC and the remainder of its content devoted to topics directly related to finding and maintaining employment.
- (EE) **"ESS (Provincial Funds) Workshop"** means an Employment Support Service workshop that has more than 1/3 of its content devoted to employability life-skills, Essential Skills or Employment Readiness topics or STOC and any remainder of its content devoted to topics directly related to finding and maintaining employment.
- (FF) **"Employment"** means Insurable Employment, the terms and conditions of which comply with all applicable laws or Self-Employment.
- (GG) **"Employment Insurance Client" or "EI Client"** means an Unemployed Person who, when requesting Services:
 - (a) is an individual for whom an employment insurance benefit period is established under the EI Act; or
 - (b) had an employment insurance benefit period under the EI Act that ended within the previous 36 months; or
 - (c) had an employment insurance benefit period under the EI Act period established for him or her within the previous 60 months; and:
 - (i) was paid parental or maternity benefits under the EI Act;
 - (ii) subsequently withdrew from the labour force to care for one or more of his or her new-born children or one or more children placed with him or her for the purpose of adoption; and,
 - (iii) is seeking to re-enter the labour force; or,
 - (d) received "provincial benefits" under a "provincial plan", as those terms are defined in section 76.01 of the *Employment Insurance Regulations* made under the EI Act, within the previous 60 months, and
 - (i) if not for the provincial benefits paid under the provincial plan, would have been entitled to receive benefits under sections 22 or 23 of the EI Act, and would have had a benefit period established for that purpose within the 60 months period;
 - (ii) subsequently withdrew from active participation in the labour force to care for one or more of his or her newborn children or one or more children placed with him or her for the purpose of adoption; and,
 - (iii) is seeking to re-enter the labour market.

- (HH) **"Employment Objective"** means an occupational goal in which a Client is trying to obtain Employment or Self-Employment.
- (II) **"Employment Plan"** means a plan that the Minister responsible for the *Employment and Assistance Act* and the *Employment and Assistance for Persons with Disabilities Act* may require any BCEA Client to enter into and comply with pursuant to section 9 of each of the EA Act or the EAPWD Act.
- (JJ) **"Employment Program of British Columbia" or "Program"** means the Ministry's program of employment Services and supports that will commence April 2, 2012.
- (KK) **"Employment Readiness"** means the ability of an individual to obtain Sustainable Employment as assessed by a qualified assessor and in accordance with Ministry Policy.
- (LL) **"Employment Services Centre" or "ESC"** means all channels, arrangements, or means of service delivery that the Contractor uses to deliver Program Services.
- (MM) **"Employment Support Services" or "ESS"** mean Services described in Part C, sections 1.1 (J), 3.2 and 3.4 of this Schedule that the Contractor provides to Clients to support them in developing skills required for independent job search and preparing for and obtaining Sustainable Employment.
- (NN) **"Essential Skills"** means the skills needed for work, learning and life that provide the foundation for learning all other skills and enable an individual to evolve with his or her job and adapt to workplace change.
- (OO) **"Feepayer"** means a Case Managed Client who:
- is both an EI Client and an Active EI Claimant,
 - has requested and received from the Ministry, a Section 25 Referral to attend EPBC skills training while collecting EI Benefits;
 - has the means and resources to pay any tuition and other costs associated with attending the skills training; and
 - will not be provided with any Financial Supports by the Contractor while attending the skills training.
- (PP) **"Financial Agreement"** means:
- an agreement in writing between the Contractor and a Client under which the Contractor provides the Client with Financial Supports; or
 - an acknowledgment in writing signed by a Client by which the Client acknowledges receiving Financial Supports from the Contractor.
- (QQ) **"Financial Supports"** means funds or other financial assistance the Contractor pays or provides directly to or for a Client for goods or Services essential to enable the Client to participate in the Program.
- (RR) **"Formal Needs Assessment" or "FNA"** means an assessment of a Client conducted by a qualified Case Manager using appropriate processes and techniques that must include collecting Employment Readiness information and an MDNA and may include, if necessary, other more targeted assessments, the purpose of which is to gather information used to assess the Client for Case Management, Case Managed Services, Employment Readiness and Client Tier.

- (SS) **"Francophone"** means individuals who self identify as Francophone.
- (TT) **"Full-time"** with respect to Employment, Self-Employment, working or providing services means for not less than 30 hours per week.
- (UU) **"General Educational Development" or "GED"** means a group of five subject tests which, when passed, certify that the test taker has Canadian high school-level academic skills.
- (VV) **"General Client"** means a Client who is neither an EI Client nor a BCEA Client.
- (WW) **"Immigrants"** means individuals not born in Canada, who immigrated from another country to settle in Canada and are legally able to work in British Columbia.
- (XX) **"Industry Training Authority" or "ITA"** means the corporation established under the *Industry Training Authority Act*, S.B.C. 2003, c. 34 that is responsible for industry training and apprenticeship in British Columbia.
- (YY) **"Institutional Entry Apprentice Training"** means ITA approved training for which an individual seeking to become an Apprentice registers directly with the training provider before becoming an Apprentice and the training provider becomes the individual's Sponsor.
- (ZZ) **"Insurable Employment"** has the meaning assigned by section 5 of the EI Act.
- (AAA) **"Integrated Case Management System" or "ICM"** means the Ministry's information system used to track and manage Client and Program information, to which the Contractor will have access.
- (BBB) **"Internal Purchased Service"** means a Service delivered by the Contractor or a Service Provider that is identified as FSPS/VSF in the "Payment Type" column of Table 2.0 of Schedule B.
- (CCC) **"Itinerant Services"** means a service delivery channel of the ESC by which the Contractor delivers Services directly to Clients on a regularly scheduled basis at a public location that is easily accessible by Clients.
- (DDD) **"Job Creation Partnerships" or "JCP"** means a component of the Program, under which the Ministry enters agreements with organizations to fund them to develop and operate job creation projects to provide meaningful work experience to Program Clients and benefits to communities.
- (EEE) **"Labour Market Attachment"** means working or providing services in the labour market for remuneration, on a Full-Time, Part-Time, seasonal or temporary basis, either as an employee or in Self-Employment.
- (FFF) **"Labour Market Development Agreement" or "LMDA"** means the Canada-BC Labour Market Development Agreement made February 20, 2008.
- (GGG) **"Labour Market Information" or "LMI"** means knowledge and data about local, regional, provincial and national labour markets and their conditions, trends and transitions, including:
- (a) occupational profiles and forecasts;
 - (b) community profiles;
 - (c) demographic and labour force profiles and forecasts;

- (d) industrial or sectoral profiles and forecasts;
 - (e) wage and salary data;
 - (f) conditions of employment;
 - (g) vacancy and employment opportunities;
 - (h) labour market reviews and trends;
 - (i) occupational demand and skill shortages;
 - (j) potential employers and their hiring practices;
 - (k) lists of Training providers and available courses;
 - (l) major projects updates;
 - (m) career resource planning tools;
 - (n) work search tools; and
 - (o) employment related programs and services.
- (HHH) **"Labour Market Services"** means services that support the British Columbia labour market to function effectively.
- (III) **"Legacy Program"** means any of the following employment programs provided by the Ministry before April 1, 2012,
- (a) BC Employment Program,
 - (b) Employment Program for Persons with Disabilities,
 - (c) Bridging Employment Program,
 - (d) Community Assistance Program,
 - (e) Employment Assistance Services,
 - (f) Skills Development,
 - (g) Self-Employment,
 - (h) Targeted Wage Subsidies,
 - (i) Job Creation Partnerships; and,
 - (j) Labour Market Partnerships.
- (JJJ) **"Ministry Eligibility Requirement"** means any eligibility requirement related to the Services that may be established by the Ministry from time to time.
- (KKK) **"Ministry Policy"** means any policy, practice, process, procedure, guideline or standard related to service delivery that may be established by the Ministry from time to time.
- (LLL) **"Multi-Barrierred"** means individuals who have two (2) or more barriers to Employment that directly interfere with their ability to access, find and keep Employment.
- (MMM) **"Multi-Dimensional Needs Assessment"** or **"MDNA"** means a structured employment needs assessment interview between a Case Manager and a Client, the purpose of which is to gather information and assess the Client for Case Management, Case Managed Services, Employment Readiness and

Client Tier.

- (NNN) **"National Job Bank"** means the Government of Canada website (<http://jobbank.hrdc-drhc.gc.ca/>) that hosts a searchable database of job opportunities and other employment support tools.
- (OOO) **"Non-Case Managed Apprentice"** means an Apprentice that applies through the AOP for Financial Supports to attend Classroom Technical Training.
- (PPP) **"Non-Case Managed Client"** means any Client who accesses Self-Serve Services that is not a Case Managed Client.
- (QQQ) **"Outreach Services"** means a service delivery channel of the ESC by which the Contractor delivers Services directly to Clients on an irregular basis at a private location that is accessible by Clients.
- (RRR) **"PPMB"** with respect to an individual means the individual qualifies as a person with persistent multiple barriers to employment under section 2 of the *Employment and Assistance Regulation* made pursuant to the EA Act, for the purpose of eligibility for assistance under the EA Act.
- (SSS) **"PWD Designation"** with respect to an individual means the individual is designated under section 2 of the EAPWD Act as a person with disabilities for the purpose of eligibility for assistance under the EAPWD Act.
- (TTT) **"Part-time"** with respect to Employment, Self-Employment, working or providing Services means less than 30 hours per week.
- (UUU) **"Persons with Disabilities"** means individuals who self identify as having a physical, cognitive or mental, sensory, or developmental disability that results in limitations executing tasks or actions that relate to Employment.
- (VVV) **"Preliminary Needs Assessment"** or **"PNA"** means a brief assessment, using appropriate processes and techniques, to determine if a Non Case Managed Client who is requesting Financial Supports needs Financial Supports or is likely to need an FNA.
- (WWW) **"Proposal"** means the document or documents the Contractor submitted to the Ministry in response to the Request for Proposals for this Catchment Area.
- (XXX) **"Purchased Service"** means a Service identified as FSPS in the "Payment Type" column of Table 2 of Schedule B that the Contractor purchases from and that is provided by a person or organization that is not a Service Provider.
- (YYY) **"Remote Access Services"** means a service delivery channel of the ESC by which the Contractor delivers Services using internet, telephone, or other technology to Clients that are not physically present.
- (ZZZ) **"Renew"** with respect to an Action Plan means to begin providing Services and Financial Supports to a Client in accordance with the Client's existing or previous Action Plan as if the existing or previous Action Plan is a new Action Plan and the costs of Services and Financial Supports that the Client previously received are excluded from the calculation of any Client Maximum.
- (AAAA) **"Rural and Remote"** means individuals who live in rural or remote locations with no reasonable access to the ESC Storefront.
- (BBBB) **"Satellite Office"** means a service delivery channel of the ESC located in an

office separate from the Storefront that is easily accessible by Clients that cannot easily access the Storefront and from which the Contractor delivers to those Clients some or all of the Services the Contractor delivers to Clients from the Storefront.

(CCCC) **"Section 25 Referral"** means the Ministry's authorization and referral pursuant to section 25 of the EI Act for a Client who is an Active EI Claimant to attend a course, program of instruction or training or participate in any other employment activity provided by the Contractor under this Schedule.

(DDDD) **"Self-Employment"** means carrying on business with a view of profit in any trade, occupation or profession, providing services as a sole proprietor, member of a partnership, sole shareholder of a corporation, or in any other business arrangement that the Province, in its sole discretion, considers to be self-employment for the purpose of the Program.

(EEEE) **"Self-Employment Review Committee"** means a group of individuals that the Contractor will establish to assess a Client's Self-Employment business concept and Self-Employment business plan, that will have as members:

(a) the individual most involved in delivering Services to the Client under Part C, section 5.1; and

(b) the individual most involved in delivering services to the Client under Part C, section 5.2, and

that may have additional members, each of whom must be an individual with industry, business and community labour market knowledge and expertise directly relevant to starting and operating a Self-Employment business.

(FFFF) **"Self-Employment Community Review Board"** means a group of individuals that the Contractor may establish to support the Self-Employment Review Committee that will have as members, individuals who are volunteer community representatives with significant industry, business and community labour market knowledge directly relevant to starting and operating a Self-Employment business.

(GGGG) **"Self-Employment Services"** means services described in Part C, section 5.2 of this Schedule that the Contractor provides to Case Managed Clients that are suitable and ready for Self-Employment and for whom no suitable Insurable Employment is available.

(HHHH) **"Self-Serve Services"** mean services described in Part C, section 1.1 of this Schedule that the Contractor provides to Clients that are Non-Case Managed Clients.

(IIII) **"Short Term Industry and Occupational Certificate Training" or "STOC Training"** means training that is usually one to three days in length and provides basic entry level certification or skills that are considered minimum requirements for specific occupations or industries.

(JJJJ) **"Specialized Population"** means the following groups of individuals, whose members, because of their unique needs may require alternate service delivery channels, arrangements or means to access employment services and increase the likelihood that they achieve and maintain Labour Market

Attachment:

- (a) Aboriginal People;
- (b) Francophone;
- (c) Immigrants;
- (d) Clients with Disabilities;
- (e) Rural and Remote;
- (f) Multi-Barriered;
- (g) Survivors of Violence or Abuse; and
- (h) Youth.

(KKKK) **"Sponsor"** means an employer, trade union, college, or other agency that works with an Apprentice in a relationship that allows the Apprentice to learn on the job, registers the Apprentice and the relationship with the Industry Training Authority and guides the Apprentice through the Apprentice's learning process.

(LLLL) **"Storefront"** means the primary physical location that Contractors use to offer Clients the full suite of Program Services described in Part C of this Schedule.

(MMMM) **"Sustain" or "Sustainable"** with respect to a Client's Employment, Self-Employment, or Labour Market Attachment means the Client:

- (a) Achieves Employment, Self-Employment, or Labour Market Attachment;
- (b) Maintains the Employment, Self-Employment, or Labour Market Attachment continuously for at least 52 weeks after achieving it;
- (c) Receives no Program Services or Financial Supports during the period between 24 weeks and 52 weeks after achieving the Employment, Self-Employment, or Labour Market Attachment; and
- (d) Receives no BCEA assistance for 52 weeks after achieving the Employment, Self-Employment, or Labour Market Attachment.

(NNNN) **"Survivors of Violence or Abuse"** means Clients who are survivors of violence or abuse or who are former sex trade workers.

(OOOO) **"TBD"** means to be determined.

(PPPP) **"Training Provider"** means a public or private training institute or individual qualified pursuant to all relevant law to deliver training in the Province of British Columbia.

(QQQQ) **"Transferred Client"** means a Client who received Program Services outside the Contractor's Catchment Area and who currently receives or is seeking to receive Program Services from the Contractor.

(RRRR) **"Transitioning Client"** means a Client who was actively participating in a Legacy Program on March 31, 2012.

(SSSS) **"Unemployed"** means an individual who:

- (a) is not working;
- (b) is working less than twenty (20) hours per week and
 - (I) is actively seeking Full-time Employment, or
 - (II) is unable to work Full-time because of a disability and is seeking to work more hours;
- (c) is in receipt of a notice of imminent layoff;
- (d) must leave his or her current occupation due to a medical reason, or

(e) is at significant risk of losing his or her employment because of his or her disability.

(TTTT) **"Work Experience Host"** means a person or organization that provides an unpaid work experience placement for a Client

(UUUU) **"Youth"** means individuals who are sixteen (16) to thirty (30) years of age.

PART B – Services - General

1.0 PROPOSAL

1.1 The Contractor's Proposal is incorporated into and forms part of this Schedule except for any provision in the Proposal that contradicts any term of the Request for Proposals. Any such provisions are disregarded and are not incorporated into nor do they form any part of this Schedule.

2.0 EMPLOYMENT SERVICES CENTRE

2.1 The Contractor will establish an Employment Services Centre to deliver Services to Clients in the Catchment Area.

Storefront and Satellite Offices

2.2 The Contractor will establish an ESC Storefront at:
(A) 1460 Pandosy Street, Kelowna, British Columbia.

2.3 The Contractor will establish the following ESC Satellite Offices to provide Services to Clients from Specialized Populations:
(A) 2448 Main Street, West Kelowna, British Columbia, serving Rural and Remote Client populations; and,
(B) 285 Aurora Crescent, Kelowna, British Columbia, serving Rural and Remote Client populations.

2.4 The Contractor will ensure that the ESC Storefront and each Satellite Office:

(A) Has the facilities, characteristics, resources and capacities described in the Contractor's Proposal; and

- (B) Is easily accessible to the public (including individuals with mobility restrictions), and convenient to transportation routes, public transportation and parking.

2.5 The Contractor will provide the following facilities and general Services at or through the FSC Storefront:

- (A) Open a minimum of forty (40) hours per week, with specific hours of operation dependent on the needs of Clients and the community;
- (B) A general reception telephone line that is monitored full-time during all office hours and has voice-messaging services to receive after hours messages;
- (C) An office e-mail address that is monitored full-time during office hours;
- (D) A reception area for Clients;
- (E) A self-serve resource area that is staffed full-time during all office hours and has computer workstations and internet accessibility for Clients to use while participating in the Program;
- (F) Client access to telephone, photocopying and fax services;
- (G) Adequate meeting space for workshops and group sessions;
- (H) Adequate private offices for meetings with individual Clients; and,
- (I) Sufficient staff to provide timely and accessible Services to meet Client needs, including acknowledging and responding to Client inquiries.

Itinerant Services, Outreach Services and Remote Access Services

2.6 The Contractor will establish Itinerant Services as necessary to provide Services to Clients from Specialized Populations.

- 2.7 The Contractor will establish Outreach Services as necessary to provide Services to Clients from Specialized Populations.
- 2.8 The Contractor will establish Remote Access Services as necessary to provide Services to Clients from Specialized Populations, including
- (A) Delivery of online workshops; and,
 - (B) Provision of Service through short message service, video conferencing, and Skype.
- 2.9 The Contractor will provide Itinerant Services, Outreach Services and Remote Access Services with the facilities, characteristics, resources and capacities described in the Contractor's Proposal and by means that allow Services to be easily accessible to all Clients.

3.0 KEY PERSONNEL

3.1 The Contractor's Key Personnel are:

- (A) The following individuals:
 - (a) Cindy Bowness, Provincial Director; and,
 - (b) Andrea Gomez, Employment Services Manager.
- (B) The individuals that the Contractor retains, in accordance with the qualifications as described in the Contractor's Proposal, for and to perform the duties of the following positions, as described in the Contractor's Proposal:
 - (a) ESC Manager;
 - (b) Financial Coordinator;
 - (c) Quality Assurance/Training Coordinator;
 - (d) Employment Services Lead;
 - (e) Client Services Representative;
 - (f) Employment Coach;
 - (g) Employment Specialist;
 - (h) Workshop Facilitator;
 - (i) Employment Services Supervisor;
 - (j) Intake and Assessment Specialist;
 - (k) Employment Coach;
 - (l) Specialized Employment Coach; and,
 - (m) Case Management Assistant.

4.0 COMMUNITY MARKETING

- 4.1 The Contractor will develop and implement a community marketing plan and conduct local marketing activities to increase public awareness of the Program in the Catchment Area. The Contractor will submit to the Ministry, on a quarterly basis, a summary of the Contractor's promotional and marketing activities for the previous quarter, and copies of any materials used in these activities.

5.0 COMMUNITY AND EMPLOYER PARTNERSHIPS

5.1 The Contractor will ensure it knows and understands the labour market and communities in its Catchment Area, by:

- (A) Building on existing capacity and networks to proactively obtain local Labour Market Information to better support job seekers;
- (B) Establishing partnerships with community organizations and employers, and working with local Ministry staff to encourage information sharing and collaborative and coordinated responses to Client and labour market needs and opportunities;
- (C) Sharing local LMI with the Ministry through the Governance Structure and the Ministry's available web-based and other tools; and,
- (D) Implementing a planned and consistent approach to community and employer partnerships, preventing or avoiding duplication in contacts with organizations and employers.

5.2 The Contractor will ensure Clients, employers and community organizations in the Catchment Area have access to information that:

- (A) Fully explains the role of the ESC in the Catchment Area;
- (B) Outlines community based supports and Labour Market Services in the Catchment Area; and
- (C) Identifies all Services provided through the ESC and the location or locations of those Services.

5.3 The Contractor is responsible for developing and maintaining relationships with employers, government agencies and community organizations in the Catchment Area to remain up-to-date on Labour Market Services and labour market conditions in the Catchment Area.

5.4 The Contractor will develop an annual Community and Employer Partnership Plan that:

- (A) Responds to local community labour market needs;

- (B) Identifies proactive and responsive strategies and tools to quickly address labour market changes;
- (C) Establishes community and employer activities to address labour market needs;
- (D) Outlines strategies responding to the needs of Specialized Populations in the community; and
- (E) Is aligned with the annual plan that the Province is required to produce under the LMMA.

- 5.5 The Contractor will provide the Ministry with a copy of its first Community and Employer Partnership Plan within three months of the start of the Term. The Contractor will produce an updated and renewed Community and Employer Partnership Plan annually thereafter. The Contractor will report to the Ministry on successes throughout each year and on an annual basis evaluate the Community and Employer Partnership Plan and activities you undertake.

Labour Market Information

- 5.6 The Contractor will maintain up to date, accurate and credible LMI for the Catchment Area. The Contractor will share Catchment Area LMI with the Ministry.

Job Creation Partnerships

- 5.7 The Contractor will support JCP by identifying for each JCP project in the Contractor's Catchment Area, Clients that meet Ministry Eligibility Requirements and who may be appropriate participants for JCP projects based on referral criteria provided by the JCP organization. The Contractor will have no other role in selecting participants for JCP projects.

6.0 TRANSITIONING CLIENTS FROM LEGACY PROGRAMS

- 6.1 The Contractor will support Transitioning Clients in the Contractor's Catchment Area to the Program as follows:

- (A) Undertake all efforts necessary to fully transfer each Transitioning Client to the Program, which will include obtaining from the Client's Legacy Program service provider the Client's complete file, all financial arrangements between the Client's Legacy Program service provider and the Client and any other relevant information about the Client.

- (B) Provide smooth and seamless access to the Program including no interruption in Services to Transitioning Clients or payment of Financial Supports to Transitioning Clients or Employers.
- (C) Not provide any Client with a Service that was previously provided to a Client in a Legacy Program, unless the Client's circumstances or needs change significantly. If the Contractor repeats a Service provided to a Client in a Legacy Program, the Contractor will fully document the rationale for doing so in the Client's file.
- (D) Complete the follow-up Services described in Part C, section 2.7 of this Schedule with any Transitioning Client that achieves a Client Outcome prior to April 1, 2012.
- (E) Follow all policies, practices, processes, procedures and guidelines described in the document produced by the Ministry, titled "Legacy Program Transition Strategy", a copy of which the Province will provide to the Contractor.

7.0 EMPLOYMENT SUPPORTS AND SERVICES

- 7.1 The Contractor will not provide or deliver Services or Financial Supports to Clients before April 2, 2012.
- 7.2 The Contractor will provide and deliver Services and Financial Supports to Clients in accordance with any applicable Ministry Policy and the Contractor's Proposal (subject always to Part B, section 1.1).
- 7.3 The Contractor will provide and deliver all the employment supports and Services described in Part C of this Schedule to Clients. Each Client will not need or be eligible for all such employment supports and Services, however, throughout the Term, the Contractor must be able to provide all of them at any time to any Client.
- 7.4 The Contractor will provide and deliver Services to all Clients in a manner that is welcoming, safe and professional and ensures that their privacy rights are protected.

- 7.5 The Province will provide the Contractor with any forms the Province requires the Contractor to use in providing Services under this Agreement.

Services in French

- 7.6 The Contractor will ensure, for the ESC Storefront and any Satellite Office listed in Part B, section 2.3 where the Contractor provide service to Clients who are Francophone, the following:
- (A) There is a minimum of one staff member who is fluent in French on-site for one-on-one interviews and communication with Clients;
 - (B) Relevant resources, including newspapers and magazines, will be provided in French; and,
 - (C) On-line language translation software is available on resource area computers.
- 7.7 The Contractor will provide the following:
- (A) Any web-site the Contractor uses in delivering Services or information to Clients will be available in French and English.
- 7.8 If any Client requests Services in French, the Contractor will provide the Client with direct Services in French.
- 7.9 The Contractor will make all forms used in providing Services under this Agreement available to any Client in English and French. If a Client completes a form in French, the Contractor will attach the form to the Client File and enter the information into ICM in English.

Services in Other Languages

- 7.10 If any Client is unable to effectively access Services from the Contractor in English or French, the Contractor will make all reasonable efforts to facilitate the Client's access to necessary Services from the Contractor, including by providing translation and interpretation services, as appropriate.
- 7.11 N/A
- 7.12 At the request of any Client who is a Person with Disabilities, the Contractor will provide the Service in formats that are accessible by the Client.

8.0 CLIENT REFERRAL

- 8.1 The Province will refer to the Contractor BCEA Clients who reside in the Contractor's Catchment Area and who may require Case Management and Case Managed Services.

- 8.2 The Ministry will not refer to the Contractor any BCEA Client whose BCEA file contains a health and safety alert.
- 8.3 The Province may encourage any BCEA Client to self-refer to the Contractor to access Self-Serve Services.
- 8.4 If the Contractor identifies a BCEA Client accessing Self-Serve Services as needing Case Management, the Contractor may request that the Province refer the Client to the Contractor for Case Management.
- 8.5 The Contractor may recruit Clients or individuals may self-refer to the Program.

9.0 ELIGIBILITY REQUIREMENTS

- 9.1 The Province will communicate any Ministry Eligibility Requirements to the Contractor.
- 9.2 The Province may modify any Ministry Eligibility Requirements at any time on reasonable notice to the Contractor.
- 9.3 The Contractor will establish any Client's eligibility for Services or supports in accordance with any applicable Ministry Eligibility Requirements.

PART C - Itemized (Catalogued) Employment Supports and Services

1.0 Self-Serve Services and Non Case Managed Apprentice Services

- (A) The Contractor will provide all Self-Serve Services at the Storefront.
- (B) The Contractor will provide Self-Serve Services as Itinerant Services, Outreach Services or Remote Access Services, and at the Satellite Office(s) as necessary, including by any means described in the Contractor's Proposal.
- (C) The Contractor will provide the Self-Serve Services described in section 1.1 (A) to (I) and (K) to any individual who requests those services.

- (D) The Contractor will provide the Services described in section 1.1 (J) only to Clients who meet applicable Ministry Eligibility Requirements.

1.1 Self-Serve Services

(A) Orientation and Screening

- (a) For any Client visiting the ESC for the first time, the Contractor will greet and orient the Client to EBPC services and screen the Client to determine whether the Client:
 - (i) Appears ready and able to look for work independently, and if so, encourage the Client to access the Self-Serve Resource Area;
 - (ii) Appears to require, and meets applicable Ministry Eligibility Requirements for a Formal Needs Assessment, and if so, offer to provide a Formal Needs Assessment;
 - (iii) Appears to require a Preliminary Needs Assessment in order to confirm the need for a Formal Needs Assessment, and meets applicable Ministry Eligibility Requirements for a Preliminary Needs Assessment, and if so, offer to provide a Preliminary Needs Assessment;
 - (iv) Meets applicable Ministry Eligibility Requirements for requested Financial Supports for
 - (I) job search,
 - (II) job start, or
 - (III) a STOC Training course the Client requires as a condition of a confirmed job offer, and if so, offer to provide a Preliminary Needs Assessment, and if so, offer to provide a Preliminary Needs Assessment; and,
 - (v) May need crisis care or other community services, and if so, support the Client in accessing these services.
- (b) The Contractor will assist all Clients to ensure they:
 - (i) Are aware of available services and supports related to achieving Labour Market Attachment or Community Attachment;
 - (ii) Can locate and access employment-related information, resources and supports;

- (iii) Are aware of and supported in finding other community resources and government programs or benefits they may need; and
- (iv) Are aware of their eligibility for Program Services.

(B) Staffed Self-Serve Resource Area

- (a) The Contractor will provide a dedicated area of the Storefront for self-serve Clients to access resources relating to employment Services and supports, including:
 - (i) Computer workstations with internet access;
 - (ii) Relevant software programs, including for resume writing;
 - (iii) Labour Market Information; and
 - (iv) Telephones and a facsimile machine.
- (b) The Contractor will ensure that:
 - (i) The Contractor has sufficient staff dedicated to the resource area to assist, support and monitor all Clients accessing Self-Serve Services during the FSC Storefront's business hours;
 - (ii) Clients are aware of the services and assistance available from staff in the resource area;
 - (iii) Clients do not wait more than 15 minutes to access Services or resources in the resource area; and
 - (iv) The resource area is accessible to Persons with Disabilities.
- (c) In the resource area, the Contractor will assist and support Clients to:
 - (i) Use computers and the internet for job search;
 - (ii) Respond to job vacancy postings using email or fax;
 - (iii) Use software programs for resume writing;
 - (iv) Access and use Labour Market Information;
 - (v) Register for self-serve job search workshops (only for Clients that meet applicable Ministry Eligibility Requirements); and
 - (vi) Determine, by accessing Service Canada by internet or phone, whether they are EI

Clients, if a Client is identified as needing an FNA.

(C) Establish or Confirm Unique Case Identification Number

The Contractor will, in accordance with Ministry Policy, establish a unique case identification number in ICM for each Client, or confirm the Client's existing unique case identification number, when:

- (i) Providing Financial Supports to Non-Case Managed Apprentices who meet applicable Ministry Eligibility Requirements;
- (ii) Registering Non-Case Managed and Case Managed Clients who meet applicable Ministry Eligibility Requirements to attend any self-serve employment focused workshop;
- (iii) Scheduling any Client who meets applicable Ministry Eligibility Requirements for a PNA or FNA; or
- (iv) Providing any Client with a Service, including Financial Supports.

(D) Access to Information on Job Opportunities

The Contractor will provide Clients with information on current job opportunities, particularly local vacancies.

(E) Directory of Community Services

The Contractor will ensure that Clients can access a directory of local, up-to-date community-based services, as well as information from community service organizations that may be useful to Clients.

(F) Employment Resource Materials

The Contractor will make current, relevant and useful employment-related resource materials and tools available to assist Clients in their job search and employment preparation activities, including for:

- (i) Resume writing and covering letters;
- (ii) Job search and interview preparation; and
- (iii) Career exploration and skills training options.

(G) Equipment to Assist in Job Searching

(a) The Contractor will provide Clients with access to equipment and technology to support job search at the ESC, including:

- (i) telephone;
- (ii) fax;
- (iii) photocopier;
- (iv) scanner;
- (v) printer; and
- (vi) computers with internet access.

(b) All equipment and software to which the Contractor provides Client access must:

- (i) be current technology;
- (ii) be in good working order;
- (iii) accommodate Persons with Disabilities;
- (iv) ensure that Clients' privacy rights are not compromised; and
- (v) be sufficient to ensure that Clients wait no more than 15 minutes to access these resources.

(H) Labour Market Information

(a) The Contractor will assist Clients in locating, understanding and using Labour Market Information (LMI) to effectively support their job searches, and decisions about training, employment and careers.

(b) The Contractor will provide employers with access to Catchment Area and relevant British Columbia or national LMI that they may need to make informed labour market decisions about hiring, training and retaining workers, and develop human resource strategies.

(c) The Contractor will make available to Clients and employers relevant print materials and on-line links to British Columbia LMI and other provincial and federal sources of up-to-date, accurate and relevant LMI such as the WorkBC website (currently located at <http://www.workbc.ca/>) and the Service Canada website (currently located at

<http://www.servicecanada.gc.ca/>).

(d) The Contractor will promote the National Job Bank to Clients and employers.

(I) Self-Serve Assessment Tools

The Contractor will provide Clients with access to employment-related self-assessment tools such as interests, personality type and values, and career planning and employability assessments.

(J) Employment Focused Workshops

(a) The Contractor will provide eligible Clients, based on Ministry Eligibility Requirements, with job search and employment-related group-based workshops that comply with Ministry Policy respecting content and duration. Workshops will include the following topics:

- (i) Employment Readiness skills and strengths identification;
- (ii) Job search techniques/accessing the hidden job market;
- (iii) Cover letters/Resume writing;
- (iv) Labour market research;
- (v) Using the Internet to access job opportunities;
- (vi) Personal presentation for job search
- (vii) Self-Marketing;
- (viii) Networking;
- (ix) Arranging interviews/interviewing techniques;
- (x) Completing applications;
- (xi) Informational interviews;
- (xii) Effective references;
- (xiii) Disclosing disabilities in job search/employment;
- (xiv) Post interview follow up; and
- (xv) Preparing to start a new job.

These workshops include, in accordance with Ministry Policy, certain job search and employment focused topics set out in Part C, section 3.2.2 of this Schedule.

- (b) The Contractor may offer workshops that combine topics.
- (c) The Contractor will offer the workshops on a regular basis, based on Client and labour market need, provided that no Client will wait more than 10 Business Days to attend a needed workshop.
- (d) The Contractor must ensure that:
 - (i) workshop content is employment focused and relevant to the needs of the Clients attending; and
 - (ii) workshops are delivered by qualified and knowledgeable personnel in a manner that engages, motivates and informs the participants.
- (e) The Contractor will ensure that Client registration for workshops is recorded in the Client File, and attendance at workshops is documented by sign-in sheets or in accordance with any other methods or standards described in Ministry Policy.

(K) Translation and Interpretation Services

The Contractor will provide the language services, including translation and interpretation services, described in Part B, sections 7.6 to 7.11 of this Schedule to any Non-Case Managed Client requiring those Services to access Self-Serve Services.

1.2 Non-Case Managed Apprentice Services

General

- (A) The Contractor will provide Apprentice Services, in accordance with Ministry Policy, to any Apprentice Client whom the Contractor determines is eligible in accordance with Ministry Eligibility Requirements.

- (B) The Contractor may not provide any Case Management or Case Managed Services to a Non-Case Managed Apprentice.
- (C) The Contractor may only provide Apprentice Services or Financial Supports to a Client as a Non-Case Managed Apprentice, if the Client meets Ministry Eligibility Requirements and is an Apprentice prior to applying for Apprentice Services or Financial Supports.
- (D) The Contractor will provide an Apprentice Application Form in paper format, to any Apprentice at the Apprentice's request.
- (E) If the Contractor receives a completed and signed Apprentice Application Form from any Apprentice, the Contractor will verify the information and enter it into the Client File.
- (F) If an Apprentice Client meets all eligibility, approval and other requirements described in sections 1.2.1 or 1.2.2, the Contractor will pay to or for the Apprentice Client, in accordance with Ministry Policy, any of the Financial Supports listed in sections 3.1.1 to 3.1.3, 3.1.8, and 3.1.1.14.1 that the Ministry approves. The Contractor will pay these Financial Supports only for the period of time approved by the Ministry.
- (G) If an Apprentice Client or a training provider notifies the Contractor that the Apprentice Client has stopped attending Classroom Technical Training, the Contractor will:
 - (a) Stop paying Financial Supports to the Apprentice Client within two (2) business days of receiving that notice;
 - (b) Notify the Ministry, if the Client is an Active EI Claimant; and
 - (c) Determine whether the Apprentice Client was overpaid Financial Supports and if so, in accordance with Ministry Policy,
 - (i) If the Apprentice Client is a Non-Case Managed Apprentice, notify the Ministry of the overpayment immediately, or
 - (ii) If the Apprentice Client is a Case Managed Apprentice collect the overpayment of Financial Supports from the Client.
- (H) The Contractor may assign certain overpayments of Financial Supports to the Province in accordance with Ministry Policy.

Case Managed Apprentices

- (I) The Contractor will, in accordance with sections 2.2.1.1 and 4.1.3.1 and applicable Ministry Eligibility Requirements, assess the eligibility for ongoing Case Management and Case Managed Services of any Client who:
 - (a) is not an Apprentice and is seeking to become an Apprentice through Institutional Entry Apprentice Classroom Training;
 - (b) is without a Sponsor prior to acceptance into Institutional Entry Apprentice Classroom Training; and
 - (c) is seeking Financial Supports to attend Institutional Entry Apprentice Classroom Training.

- (J) For any Client accepted for ongoing Case Management and Case Managed Services in accordance with paragraph (I), the Contractor will provide the Client with
 - (a) Financial Supports, in accordance with section 1.2 (A) to (I); and
 - (b) Case Management and Case Managed Services in accordance with sections 2.2.4, 2.2.6 and 4.1.3.

1.2.1 Non-Case Managed Apprentice Application

- (1) The Contractor may, in accordance with section 1.2 (A) to (H) and Ministry Policy, provide Services to any Non-Case Managed Apprentice who is attending Classroom Technical Training in the Contractor's Catchment Area.

- (2) Notwithstanding section 1.2 (D), Non-Case Managed Apprentices attending Classroom Technical Training in British Columbia are expected to apply for a Section 25 Referral and Financial Supports electronically using the AOP. The Contractor will assist any Apprentice as necessary to make such an application. The Contractor will also use the AOP to review and update information in any such application as necessary.

- (3) The Contractor will ensure that the status of every Non-Case Managed Apprentice is recorded in the AOP and is up-to-date and accurate.

- (4) The Ministry will decide the eligibility of all Non-Case Managed Apprentices that apply for Financial Supports and notify the Contractor of those decisions using ICM.

- (5) If the Contractor confirms that a Non-Case Managed Apprentice:

- (i) is attending Classroom Technical Training;
- (ii) has been determined by the Ministry, to be eligible for Financial Supports; and
- (iii) where applicable, has Ministry approval of a Section 25 Referral;

the Contractor will pay Financial Supports to or for the Non-Case Managed Apprentice in accordance with section 1.2 (F) to (H).

1.2.2 Non-Case Managed Apprentices Attending Training Out of Province

- (1) The Contractor may provide, in accordance with section 1.2 (A) to (H) and Ministry Policy, Services to any Non-Case Managed Apprentice, if the Apprentice normally resides in the Contractor's Catchment area and is registered to attend Classroom Technical Training outside the Province of British Columbia.
- (2) The Contractor will provide Non-Case Managed Apprentices attending ITA approved Classroom Technical Training outside the Province of British Columbia with an Apprentice Application Form in paper format
- (3) The Contractor must verify that an Apprentice is accepted for the out-of-Province Classroom Technical Training for which the Apprentice seeks Financial Supports.
- (4) The Contractor must contact the out-of-Province Classroom Technical Training provider during the first week of the scheduled training and confirm the Client's attendance.
- (5) The Contractor will pay Financial Supports to any Non-Case Managed Apprentice who normally resides in the Contractor's Catchment area and is attending ITA approved Classroom Technical Training outside the Province of British Columbia, in accordance with section 1.2. (F) to (H).

2.0 Intake and Case Management

2.1 Preliminary Needs Assessment

2.1.1 Preliminary Needs Assessment

- (1) The Contractor will provide, in accordance with Ministry Policy and Eligibility Requirements, a Preliminary Needs Assessment (PNA) to any Unemployed Non-

Case Managed Client, who:

- (i) Requests Financial Supports for job search, including to access the ESC, or job start; or
- (ii) May need Case Management and requires a further service needs determination, in accordance with section 1.1 (A) (iii), to confirm that need before a Formal Needs Assessment is undertaken; and
- (iii) Is not a BCEA Client referred by the Ministry for a Formal Needs Assessment.

(2) For most Clients, in accordance with Ministry Policy, the Contractor will conduct a PNA immediately after determining a Client needs more than Self-Serve Services.

(3) For each Client that the Contractor determines requires a Preliminary Needs Assessment, the Contractor will:

- (i) If there is no existing Client File, open a Client File in accordance with section 2.6.1;
- (ii) Collect, review and confirm, in accordance with Ministry Policy, the Client's Employment Readiness information;
- (iii) Conduct a Preliminary Needs Assessment and review the results to determine:
 - (I) If the Client is eligible for services as an EI Client, BCEA Client or General Client;
 - (II) If the Client requires:
 - a. Community services;
 - b. Crisis Care services;
 - c. Program Financial Supports for job search, including to access the ESC, job start, or for a STOC Training course that is a required condition for a confirmed job offer, and the Client has no other means or resources to access the course; or
 - d. A Formal Needs Assessment and if so, and the Client agrees, refer the Client for an FNA; or
 - (III) If the Client can job search independently, using Self-Serve Services alone, and if so, refer the Client to Self-Serve Services.

(4) For any eligible Client who needs Financial Supports described in subsection (3)

(iii) (II) (c), the Contractor will, in accordance with Ministry Policy:

- (i) Assess and determine financial need;
- (ii) Confirm that the Client does not have an existing EPBC overpayment;
- (iii) Assign Client Tier 1; and
- (iv) Determine the Client's need and eligibility for Financial Supports and provide the Client with those Financial Supports.

(5) The Contractor will provide Financial Supports to a Client pursuant to subsection (4) if such Financial Supports are essential for the Client to conduct a job search, including if needed to access the ESC location for Self-Serve Services to support job search or meet job start requirements.

- (6) The Contractor must ensure that:
- (i) A Client does not receive Financial Supports pursuant to subsection (4) that duplicate Financial Supports previously provided to the Client;
 - (ii) A Client does not receive Financial Supports that duplicate EA Act or EAPWD Act supplements for which the Client is eligible; and
 - (iii) The Client, in accordance with Ministry policy, acknowledges in writing the receipt of Financial Support or enters a Financial Agreement.
- (7) For eligible Clients who require and want to participate in a Formal Needs Assessment to be considered for ongoing Case Management or Case Managed Services the Contractor will schedule the Formal Needs Assessment to occur within 10 business days of the PNA. If the Client is a BCEA Client with employment related obligations under the EA Act or EAPWD Act who may need and want to participate in Case Management, and who has not been referred by the Ministry's Regional Services Division, the Contractor will also request a referral from the Ministry's Regional Services Division.
- (8) The Contractor will, in accordance with Ministry Policy, document in the Client File all findings from the PNA and any Financial Supports the Contractor provides as well as the rationale for providing the Financial Supports.
- (9) For any Client who achieves Employment after receiving Services and Financial Supports under this section, the Contractor will record a Client Outcome and provide follow-up Services in accordance with section 2.2.6.2. at 12 weeks after the Client starts the Employment.

2.2 Case Management

2.2.1 Formal Needs Assessment / Action Plan Development

General

- (1) The Contractor will provide a Formal Needs Assessment to and consider for Case Management only Unemployed Clients who meet applicable Ministry Eligibility Requirements and who the Contractor determines are unlikely to achieve Labour Market Attachment by accessing Self-Serve Services alone.
- (2) The Contractor will not repeat services provided to Clients as part of a PNA.
- (3) The Contractor will provide Case Management only to Clients residing in the Contractor's Catchment Area, except as described in subsections (4) and (5).

- (4) In accordance with Ministry Policy, the Contractor may provide Case Management and Case Managed Services to a Client residing outside the Contractor's Catchment Area if,
 - (i) the Client has objectively justifiable reasons for receiving Services in the Contractor's Catchment Area, and
 - (ii) no more than 5% of the Contractor's active Case Managed Clients reside outside the Contractor's Catchment Area.
- (5) The Contractor must fully document the rationale for serving any Client that resides outside the Contractor's Catchment Area.
- (6) The Contractor will provide Case Management to each Client the Contractor accepts to support that Client in achieving the highest level of Labour Market Attachment and self-sufficiency possible for the Client.
- (7) The Contractor will provide Clients with individual employment counselling as may be required for Clients to achieve Community Attachment or Labour Market Attachment. Through individual employment counselling the Contractor will explore and help a Client to resolve identified issues or factors impacting the Client's ability to find and keep Employment.
- (8) The Contractor will, in accordance with Ministry Policy, fully document all Case Management Services it provides.
- (9) For any Client referred to a Formal Needs Assessment and accepted for ongoing Case Management, the Contractor will be able to provide all necessary and appropriate assistance with the following:
 - (i) Awareness and Navigation Related to Other Programs and Funding Sources
 The Contractor will have sufficient up-to-date knowledge about:
 - (I) Application procedures for EI Benefits and BCEA to provide Clients with any basic, general information they may require to make those applications; and
 - (II) Other programs or funding sources which Clients may require information about in order to apply for those programs or funding sources.
 - (ii) Assistance Identifying Appropriate Training and Funding or Financial Support Options

If a Client's Action Plan identifies training as needed for a Client to achieve Labour Market Attachment and the Client requires Financial Support to participate in training, the Contractor will:

- (I) Support the Client as needed to ensure the Client can locate relevant information about training options and LMI;
- (II) Assist the Client in reviewing the training option(s) (considering any relevant Client needs) and support the Client in an informed decision-making process;
- (III) Ensure the Client can locate information on training-related funding the Client may need; and
- (IV) Provide the Client with information about Financial Support options and, if the Client needs Program Financial Support, assist the Client to explore eligibility for Program Financial Support.

(iii) Navigation to Crisis Care

The Contractor will identify Clients who may need crisis care services and assist those Clients in accessing such services.

(iv) Navigation to Community Services

- (I) The Contractor will establish and maintain good working relationships with community service organizations in the Contractor's Catchment Area, and will support Clients to access their services as required.
- (II) The Contractor will provide Clients with the needed level of support in accessing any community resources specified in their Action Plans, including facilitating and following-up on referrals as appropriate.

(v) Evaluate Potential of Other Programs for Client Service

The Contractor will have sufficient up-to-date knowledge about other potential employment program options for Clients, and will support Clients as needed to access such options as appropriate and when eligible.

(10) The Contractor will confirm EI Client Status for all Clients referred to a Formal Needs Assessment as follows:

- (i) Determine whether the Client is an EI Client and obtain proof from the Client of that status if it has not already been confirmed. Acceptable proof of EI Client status includes a print out from the Government of Canada "My Service Canada Account" website (currently located at <http://www.servicecanada.gc.ca/eng/online/mysca.shtml>) or other verifiable information or documents establishing that the Client is an EI Client.
- (ii) Confirm with the Ministry, in accordance with Ministry Policy, that an individual is an EI Client before providing certain Services.

- (11) For any Client referred to a Formal Needs Assessment, the Contractor will confirm through ICM whether the Client is a BCEA Client before providing Case Management.

2.2.1.1 Formal Needs Assessment and Action Plan Development

Formal Needs Assessment

- (i) The Contractor will conduct a Formal Needs Assessment for each Client whom it determines under section 1.1 (A) (a) (ii) requires and is eligible for Case Management.
- (ii) At the end of a Client's Formal Needs Assessment, the Contractor will, in accordance with Ministry Policy, confirm whether the Client needs Case Management. If the Contractor determines that the Client needs Case Management the Contractor will determine the Client Tier for the Client. If the Contractor determines that the Client does not need Case Management, the Contractor will encourage the Client to access Self-Serve Services.
- (iii) In conducting any Formal Needs Assessment, the Contractor will use, given the circumstances and needs of each Client, and in accordance with Ministry Policy, employment-related assessment approaches, tools, processes and resources identified or approved by the Ministry.
- (iv) The Contractor will ensure that:
 - (I) 80% of Ministry referred BCEA Case Managed Clients receive their initial FNA meeting within 10 Business Days of their Case Management Referral Date;
 - (II) 80% of Case Managed Clients in Client Tier 2, Client Tier 3 or Client Tier 4 who are not Ministry referred BCEA Clients, who have a PNA and are determined to need an FNA, receive their initial FNA meeting within 10 Business Days of their initial PNA meeting;
 - (III) 80% of Case Managed Clients in Client Tier 1 receive their first Service or Financial Support within 5 Business Days of their initial PNA meeting; and
 - (IV) 80% of Case Managed Clients in Client Tier 2, Client Tier 3 or Client Tier 4 complete their Formal Needs Assessment and develop their Action Plan within 10 Business Days of their initial FNA meeting.
- (v) The Contractor will schedule and conduct a Formal Needs Assessment for each BCEA Client that the Ministry refers to the Contractor and assess the Client's suitability and eligibility for Case Management in accordance with applicable Ministry Eligibility Requirements. The Contractor will refer back to the Ministry, in accordance with Ministry Policy, any BCEA Client that the Contractor determines is not suitable or not eligible for Case Management. The Contractor must accept into Case Management all other BCEA Clients the Province refers to it.

- (vi) If the Contractor is unable to schedule a Formal Needs Assessment with a Ministry referred BCEA Client, or a BCEA Client fails to attend a scheduled Formal Needs Assessment interview, the Contractor will notify the Ministry through an ICM service request on the eleventh day after the Client's Case Management Referral Date.
- (vii) The Contractor will, in accordance with Ministry policy, make efforts to contact a Ministry referred BCEA Client who fails to schedule a Formal Needs Assessment or fails to attend a scheduled Formal Needs Assessment interview. If such a Client subsequently schedules or attends the Formal Needs Assessment within 30 business days of the Case Management Referral Date, the Contractor will notify the Ministry's Regional Services Division through ICM.
- (viii) If the Contractor determines that a BCEA Client with an Employment Plan that the Province did not refer to the Contractor is accessing Self-Serve Services from the Contractor and is having difficulty job searching independently, the Contractor may conduct a PNA or a FNA for that Client to determine if the Client is suitable and eligible for Case Management in accordance with applicable Ministry Eligibility Requirements. The Contractor must request a referral from the Ministry for such a Client when it accepts the Client into Case Management.
- (ix) The Contractor must not provide any Case Management Services described in sections 2.2.2 to 2.2.6.6 or any Case Managed Services to any Client until the Contractor determines the Client Tier.
- (x) The Contractor will, in accordance with Ministry Policy, collect Employment Readiness information, from every Client for whom the Contractor conducts a PNA or a FNA. The Province will provide the Contractor with standardized questions relating to Employment Readiness.
- (xi) The Contractor will, In accordance with Ministry Policy:
 - (I) Conduct a Multi-Dimensional Needs Assessment (MDNA) interview with every Client who participates in a FNA;
 - (II) The Contractor will, in accordance with Ministry Policy, administer these questions to every Client for whom it conducts an MDNA and record the responses in the Client File.
 - (III) Fully inform any Client for whom it is conducting an MDNA of its policies for addressing any client service concern raised by Clients.
 - (IV) Only administer and interpret additional assessments when required to assess a Client's needs.
 - (V) For each Client the Contractor accepts for Case Management, ensure the Client agrees and commits to fully participate in Case Management and developing an Action Plan; and
 - (VI) Determine the Client Tier, and develop an Action Plan with the Client, based on the Client's Employment Readiness, needs and circumstances, using information gathered and clarified through the Client's responses to Employment Readiness

information questions, MDNA and any additional assessments required.

Action Plan Development

- (i) The Contractor will develop an Action Plan, in accordance with Ministry Policy, for every Client it accepts for Case Management. In developing an Action Plan, the Contractor will collaborate with the Client and reach agreement on the objectives, Services, activities and tasks recorded in the Action Plan.
- (ii) The Contractor will review the Client File prior to developing an Action Plan, and determine whether the Client has an existing Action Plan.
- (iii) For most Clients, the Contractor will develop an Action Plan immediately after the Contractor completes the Client's MDNA.
- (iv) For 80% of Clients the Contractor accepts for Case Management, the Contractor must finalize an Action Plan within 10 Business Days of the Client's initial MDNA interview.
- (v) The Contractor will ensure that each Client completes sufficient labour market research in relation to the Client's Employment Objective(s), before finalizing the Client's Action Plan. The Contractor will support the Client's research by assisting the Client to access relevant and accurate information that will inform the Client's Action Plan.
- (vi) The Contractor will determine if Financial Supports are required for the Client to participate in Case Managed Services, undertake job search, improve labour market self-sufficiency and achieve or maintain Labour Market Attachment.
- (vii) A Client's Action Plan will include:
 - (I) the Client's name and basic identifying information;
 - (II) the Client's skills, strengths, employment considerations and employment needs;
 - (III) in accordance with Ministry Policy, a summary of the key activities, services, steps, progress and results necessary for the Client to achieve Labour Market Attachment, as follows:
 - a. the Client's Employment Objectives (including the applicable 4 digit National Occupation Codes if known), which must be realistic and achievable within a reasonable time;
 - b. LMI that supports the Client's Employment Objectives;
 - c. Self-Serve Services, Case Managed Services, or steps or activities that the Client will take independently, and are required for the Client to improve Employment Readiness, undertake job search activities, improve labour

market self-sufficiency and achieve or maintain Labour Market Attachment;

- d. any additional Services the Client requires, such as referrals to community organizations;
 - e. activities and tasks the Client will undertake, independently or with the Contractor's assistance, to improve Employment Readiness, support job search activities, improve labour market self-sufficiency and achieve or maintain Labour Market Attachment or Community Attachment;
 - f. key milestones or timeframes for reviewing and measuring the Client's progress, including a schedule for follow-up services; and
 - g. A description of how the Client's progress will be reviewed;
- (IV) the Client's and the Contractor's obligations and responsibilities respecting the Action Plan;
- (V) a record of the Client's progress and results;
- (VI) the date the Action Plan was finalized; and the
- (VII) the signatures of the Contractor and the Client acknowledging agreement with and commitment to the Action Plan.

(viii) The following principles will guide the Contractor's development of each Client's Action Plan:

- (I) The Action Plan must be realistic and achievable, suit the Client's needs and support the Client in achieving Sustainable Employment as quickly as possible;
- (II) The Contractor must be able to effectively support the Client in relation to the Client's Employment Objectives;
- (III) In order to support Clients in achieving their Employment Objectives, the Contractor will provide Clients with required Services and Financial Supports for which they are eligible ;
- (IV) The Contractor will not support a Client's Employment Objectives that are based on inaccurate or unsound LMI;
- (V) If the Contractor concludes that the LMI a Client is relying on is inaccurate, unrealistic or unsound, the Contractor will explain this to the Client, document the rationale on the Client File and continue to work with the Client to develop realistic Employment Objectives that are achievable within a reasonable time;
- (VI) If the Contractor chooses not to support a Client's Employment Objectives the Contractor must discuss its reasons with the Client, and fully document those reasons and the discussion in the Client File;
- (VII) If a Client disagrees with the Contractor's decision not to support the Client's

Employment Objectives, the Contractor will make the Client aware of the processes available to review the Contractor's decision;

(VIII) Most Clients are expected to achieve Labour Market Attachment in a few weeks or months;

(IX) Some Clients may take more than a few weeks or months and require more support to achieve Labour Market Attachment, which the Contractor must consider in relation to the parameters for Financial Supports set out in Ministry Policy and any applicable Client Maximum – VSF described in Schedule B to the Agreement;

(X) The Contractor may provide any Service or Financial Support to or for a Client only once, except as may otherwise be permitted in accordance with Ministry Policy;

(XI) There is no maximum duration for Client participation in the Program, however, there are duration limitations for specific Services, and the Contractor will ensure that Clients progress steadily through their activities; and

(XII) A Client that needs only job search Services and supports should usually receive these supports and complete the Client's Action Plan within 12 weeks from the date of the Client's MDNA interview.

(ix) The Contractor will provide each Client with a copy of the Client's finalized and signed Action Plan.

(x) The Contractor will ensure that any BCEA Client with an Employment Plan has an Action Plan that is consistent with the Ministry's job search expectations for that Client. The Contractor will fully inform the Ministry, in accordance with Ministry Policy and using ICM, about any failure by a BCEA Client to meet the Client's obligations and responsibilities respecting or under the Action Plan.

(xi) The Contractor will summarize in each Client's Action Plan and fully document, in accordance with Ministry Policy, in the Client File:

(I) The Client's specific need that each Service, activity, task or Financial Support in the Action Plan will address;

(II) Who is responsible for completing each Service, activity or task;

(III) When each service, activity or task is to be completed; and

(IV) The Client's progress toward Employment Readiness, Employment Objectives and Labour Market Attachment.

(xii) The Contractor will record in the Client File, a rationale explaining the factors considered in creating the Employment Objectives in the Client's Action Plan and how the Services, activities, tasks and Financial Supports in the Action Plan address the Client's need and circumstances and labour market conditions.

2.2.1.2 Renewing an Action Plan

- (i) The Contractor may, in accordance with Ministry Policy, Renew a Client's Action Plan, only if:
 - (I) there has been a significant change in the Client's needs or circumstances such as:
 - a. a permanent change in health, mobility, sensory or cognitive function that negates the feasibility of the existing Action Plan;
 - b. a diagnosis of a previously unknown mental health condition, learning disability or cognitive impairment; or
 - c. a labour market change such that the Client has a current Employment Objective that is no longer viable and no other reasonable Employment options;
 - (II) the Client has not received Case Management Services during the previous 52 weeks and the Action Plan:
 - a. is no longer appropriate, given the Client's current needs and circumstances; or
 - b. will not support the services the Client requires because the Client has reached or is close to reaching the applicable Client Maximum VSF under the Action Plan; or
 - (III) the Client has achieved a Community Attachment Outcome, demonstrates improved employment readiness and is ready and able to work towards Labour Market Attachment, and
 - (IV) there is full and clear documentation in the Client File that it is necessary to Renew the Client's Action Plan.
- (ii) If the Contractor develops a Renewed Action Plan for a Client, the Contractor:
 - (I) May only provide the Client with Services under the Renewed Action Plan that are necessary for the Client to achieve Labour Market Attachment or Community Attachment; and
 - (II) May not provide any Services or Financial Supports to the Client that repeat Services or Financial Supports that the Contractor provided to the Client under the previous Action Plan, unless it is clearly necessary and in accordance with Ministry Policy, which the Contractor must fully document in accordance with Ministry Policy in the Client File.

2.2.2 Administer and Interpret Additional Assessments

General

- (1) The Contractor will administer or obtain and interpret the additional assessments described in sections 2.2.2.1 to 2.2.2.99, only when required to further assess a Client's needs in order to develop an Action Plan for a Client.
- (2) If the Contractor administers any additional assessment to or obtains any additional assessment for a Client, the Contractor must:
 - (i) Fully document in the Client File the type of assessment necessary and the Contractor's rationale justifying the assessment;
 - (ii) Ensure that the assessment is administered and interpreted by a qualified individual; and
 - (iii) Record all relevant outcomes or findings of the assessment in the Client File.

2.2.2.1 Career Assessment(s)

The Contractor may complete or obtain Career Assessments for any Client in Client Tier 2, Client Tier 3 or Client Tier 4 who requires assistance to identify suitable occupational goals. Such assessments may be completed by the Client independently or with assistance, and individually or in a group setting.

2.2.2.2 General Skills Assessment(s)

The Contractor may complete or obtain general skills assessments for any Client in Client Tier 2, Client Tier 3 or Client Tier 4 to explore the Client's basic and essential workplace and employability transferrable skills, skill gaps, values, interests, aptitudes and personality profiles.

2.2.2.3 Evaluation of Self-Assessment(s)

If a Case Managed Client in Client Tier 2, Client Tier 3 or Client Tier 4 is unable to interpret or use a self-assessment completed as part of Self-Serve Services, the Contractor may interpret the self assessment for the Client.

2.2.2.4 Determine Need for and Make Referral to Specialized Assessments

The Contractor will determine whether a Client in Client Tier 2, Client Tier 3 or Client Tier 4 requires a specialized assessment described in sections 6.1 to 6.99 to support the Client's Employment Objectives. If the Contractor determines that a Client requires such an assessment, the Contractor will refer the Client to a qualified assessor to complete the assessment.

2.2.2.5 Disability-related Employment Needs Assessment

If the Contractor determines that a Client in Client Tier 2, Client Tier 3 or Client Tier 4 has or likely has a disability that impedes the Client's ability to find or maintain Employment, and that further assessment is required to confirm the Client's disability and determine the Client's employment-related needs, the Contractor will complete or obtain a disability-related employment needs assessment for the Client. Through this assessment the Contractor will identify:

- (i) Disability-related supports, accommodations or employment considerations the Client needs for Labour Market Attachment;
- (ii) Other relevant disability-related assessments or information sources that may assist in assessing the Client's Employment Readiness and need for Case Managed Services; and,
- (iii) Whether, if not previously identified, any specialized assessment described in section 6.0 is necessary.

2.2.2.99 Other Types of Assessments

If the Contractor determines that to complete an FNA, a Client in Client Tier 2, Client Tier 3 or Client Tier 4 requires a type of employment-related assessment not described in sections 2.2.2.1 to 2.2.2.5, with the Client's agreement, the Contractor may conduct that assessment.

2.2.3 Client Case Transfers

2.2.3.1 Receive a Transferred Client from Another Catchment Area

- (i) The Contractor will accept and provide Services and Financial Supports to Transferred Clients in accordance with Ministry Policy, and, if the Transferred Client resides outside the Contractor's Catchment Area, in accordance with section 2.2.1 (5).
- (ii) The Contractor will meet with any Transferred Client to review the Client's Action Plan and progress towards the Client's Employment Objectives, obtain any necessary documents not included in the Client File transferred to the Contractor and determine, with the Client, if the Client's Action Plan requires revision or updating and document the rationale for the revision or update in the Client File in accordance with section 2.6.2.
- (iii) When a Transferred Client is accepted by a Contractor, the Contractor will honor all obligations and commitments in the Transferred Client's Action Plan, including Financial Supports and Financial Agreements, and ensure any ongoing payments to

the Client, or, if the Client is participating in a wage subsidy placement that will continue, to an employer, are not interrupted.

2.2.3.2 Transfer a Case to a Different Catchment

- (i) If a Client who receives Service from the Contractor, transfers to receive Services from a contractor in another Catchment Area, the Contractor will, in accordance with Ministry Policy, ensure that the Client File is immediately updated, ensure any relevant documents are available in ICM to the contractor in the other Catchment Area and fully cooperate with the contractor in the other Catchment Area to ensure any ongoing payments to the Client, or if the Client is participating in a wage subsidy placement, to an employer are not interrupted.
- (ii) The Contractor will immediately notify the Ministry using ICM if any BCEA Client with an Employment Plan transfers to another Catchment area, if required by Ministry Policy.

2.2.4 Monitor Client Progress

2.2.4.1 Ongoing Case Management

- (i) Review Activities and Results (ongoing)
 - (I) The Contractor will support and monitor the progress of each Case Managed Client by:
 - a. Reviewing the Client's progress with the Client and comparing it with the Client's Action Plan;
 - b. Deciding collaboratively with the Client on the Client's next steps and in accordance with section 2.2.1.1 (xxiv) and (xxv) any revision or update required to the Client's Action Plan; and
 - c. Requiring from any Case Managed Client accessing Self-Serve Services, regular updates on the Client's progress and results of specific Services, activities or tasks.
 - (II) The Contractor will fully document the results of a Client's Services, activities or tasks, including, any activity or task the Client completes independently, and attach to the Client File an electronic copy of any relevant documents, including but not limited to agreements, receipts and progress reports.

- (III) The Contractor will, in accordance with Ministry Policy, make arrangements with each Client regarding the frequency and method of the Contractor's contact with the Client. The Contractor may vary the frequency and method of the Contractor's contact depending on each Client's employment needs and duration of Services. However, the Contractor must contact Case Managed Clients at intervals no greater than 2 weeks until a Client Outcome is achieved, with the exception of Clients receiving long-term Services such as training, Self-Employment Services and paid work experience placements, who the Contractor will contact in accordance with Ministry Policy.
- (IV) The Contractor will identify reasonable checkpoint and milestone dates for any Client receiving service from an individual or organization that is not a Service Provider, or in a work or volunteer placement with an employer or other organization. On those checkpoint and milestone dates, the Contractor will ensure the Client is receiving the service or participating in the work or volunteer placement and confirm the Client's progress. The Contractor may disclose a Client's personal information in the course of monitoring the Client's progress only if permitted to do so under the *Freedom of Information and Protection of Privacy Act* and then only to the extent necessary. The Contractor will fully document all Client progress reports in the Client File.
- (V) The Contractor will meet with each Client who achieves a Client Outcome, or completes all steps, Services, activities and tasks in the Client's Action Plan, to review the results achieved and determine any additional steps. For any Client who completes the Client's Action Plan, the Contractor may decide to revise or update the Action Plan in accordance with section 2.2.1.1 (xxiv) and (xxv) if the Client has a documented need for the revision or update.
- (VI) The Contractor may support any Client who achieves Community Attachment to return to the Program if the Client is at a higher level of Employment Readiness than when the Client achieved Community Attachment and is ready to work towards Labour Market Attachment. If such a Client returns to the Program before the end of the Client's 24 week follow up period, the Contractor may Renew the Client's Action Plan under section 2.2.1.2.
- (VII) When a BCEA Client achieves a Client Outcome, the Contractor will:
- a. Inform the Client that the Contractor is required to notify the Ministry; and
 - b. Provide to the Ministry, in accordance with Ministry Policy, detailed information about the Client Outcome, including any change in the Client's Employment status.
- (VIII) The Contractor will, in accordance with Ministry Policy, notify the Ministry immediately if any BCEA Client referred to the Contractor by the Province fails to follow through with or participate in any activity, including attending any scheduled appointment, as set out in the Client's Action Plan.
- (i) Revise or Update an Action Plan

- (I) For any Client with an existing or previous Action Plan when the Contractor accepts the Client for Case Management, the Contractor:
- a. Will review all relevant available information with the Client;
 - b. Will fully document the Client's results and outcomes from the Action Plan in the Client File;
 - c. Will complete a needs assessment;
 - d. Will fully document a rationale for each Service, activity, task or Financial Support in the Action Plan that is not complete;
 - e. May begin providing Services and Financial Supports to the Client in accordance with the Action Plan; and
 - f. May, with the Client's agreement, make necessary changes to revise or update the Action Plan; and
- (II) If the Contractor revises or updates a Client's Action Plan under paragraph (I), the Contractor may not provide any Services or Financial Supports to the Client that repeat Services or Financial Supports the Client previously received under the Action Plan unless they are clearly necessary, in accordance with Ministry Policy, and fully documented in the Client File, in accordance with Ministry Policy.

(ii) Review Each Service Result at Completion

The Contractor will review each Client's Action Plan on a regular basis to determine and record the progress and completeness of each Service, Financial Support, activity and task identified in the Action Plan, as well as any resources the Client accesses.

(iii) Have Contact on Agreed-Upon Schedule

- (I) The Contractor will regularly contact each Client in accordance with a schedule agreed to between the Contractor and the Client. The Contractor will fully document the Client's progress, each action taken and the service delivery channel used.
- (II) If any BCEA Client referred to the Contractor by the Province fails to maintain contact with the Contractor as agreed, the Contractor will document that failure in the Client File and notify the Ministry through ICM. The Contractor will make every effort to contact such a Client, in accordance with subsection (vii) and will fully document these efforts, including the contact arrangements with the Client, the Contractor's efforts to contact the Client and the results of those efforts.

(iv) Resolve Issues

The Contractor will support any Client participating in a work experience placement as may be necessary to maintain the Client's employment and achieve a successful outcome. This may include discussing issues with the employer and the Client; however, the Contractor should support the Client in resolving issues as independently as possible. The Contractor may, in accordance with Ministry Policy, provide appropriate Financial Supports or Services to assist the Client to successfully complete the placement.

(v) Confirm Client Progress

- (I) The Contractor will collaborate with other organizations as necessary to coordinate a Client's Action Plan Services and Financial Supports. The Contractor will fully document the Client's attendance at or participation in Services provided by other organizations, including a rationale for any non-attendance. If necessary and the Contractor has the Client's consent in writing, the Contractor may contact the organization about the Client's attendance.
- (II) If a Client fails to follow through on any commitment with another organization for an Action Plan task, activity or Service, the Contractor will intervene as needed and support the Client in successfully completing the Service.

(vi) Contact Attempts for Clients Who Fail to Make Contact at Agreed-Upon Schedule

- (I) If a Client fails to keep an appointment or attend a scheduled workshop, the Contractor will make at least 3 attempts over a 2 week period to contact the Client to determine why the Client missed the appointment and to reschedule. The Contractor will attempt to contact the Client by a means of communication that the Client agreed to in advance or other means as appropriate. The Contractor will fully document in the Client File all efforts to contact the Client, the results of those efforts, the Client's reasons for missing a scheduled appointment and any other discussion with the Client.
- (II) The Contractor will inform any Client who is not a Ministry referred BCEA Client and refuses to reschedule an appointment or workshop that the Contractor will close the Client's file and provide no further Services or Financial Supports.
- (III) The Contractor will inform any Client who is not a BCEA Client and misses 3 appointments that if the Client misses any subsequent appointment without prior notification the Contractor will terminate Service to the Client.
- (IV) The Contractor will inform, by registered letter, and in accordance with Ministry Policy, any Client receiving Financial Supports who fails to comply with the

Client's check-in obligations, that the Financial Supports will be suspended.

- (V) If a BCEA Client with an Employment Plan misses an appointment or scheduled check in, the Contractor will, in accordance with Ministry Policy, notify the Ministry immediately using ICM.
- (VI) The Contractor will have and utilize expedited processes, in accordance with Ministry Policy, to reschedule appointments for BCEA Clients with an Employment Plan who miss appointments.
- (VII) If any Ministry referred BCEA Client, fails to fulfill the Client's Action Plan commitments, the Contractor will document that failure in the Client File and notify the Ministry through ICM. The Contractor will make reasonable efforts to support such a Client in completing the Client's Action Plan commitments. The Contractor must not provide direction or advice to the Client on BCEA eligibility criteria or compliance requirements. The Contractor will direct Clients to the Ministry for this information.
- (VIII) If the Contractor has no contact with a Client for a period of 6 weeks after it has used its best efforts to contact the Client, the Contractor will close the Client's file.

2.2.5 Other Services – Specialized Populations

2.2.5.1 Language Interpretation Services

- (i) If the Contractor determines that a Client from a Specialized Population requires language interpretation services to access Case Management, Case Managed Services or carry out the Client's Action Plan, the Contractor may obtain these services for the Client, in accordance with Ministry policy, if
 - (I) the Contractor is not obligated under Part B, sections 7.6 to 7.10 to provide translation and interpretation services to the Client in the language identified by the Client, and
 - (II) the Client lacks the means or resources to cover the costs of these services and other suitable means or resources are not available to provide these services to the Client at no cost.
- (ii) The Contractor must deliver language interpretation services to a Client pursuant to this section in combination with English as Second Language training pursuant to section 4.1.4.

2.2.5.2 Personal Counselling for Employment Readiness

- (i) If the Contractor determines that a Client from the Specialized Population "Survivor of Violence or Abuse" requires personal counselling to increase Employment Readiness and to carry out the Client's Action Plan, the Contractor may, in accordance with Ministry Policy, provide such services to the Client or obtain them for the Client, if local community agencies are not able to provide such personal counselling.
- (ii) Personal counselling services provided pursuant to this section must be delivered by a clinical counsellor who holds all qualifications required for registration as a member of the BC Association of Clinical Counsellors and is insured under an insurance policy equivalent to the standard and level of professional liability insurance coverage required by a member of the BC Association of Clinical Counsellors.
- (iii) The Contractor must deliver personal counselling services pursuant to this section in combination with "Recognizing/ Understanding and Overcoming the Impacts of Abuse" services pursuant to section 3.2.1.11.

2.2.6 Follow Up

General

- (1) The Contractor will provide needed follow-up Services and Financial Supports to any Case Managed Client that achieves a Client Outcome as necessary to support the Client to maintain the Client Outcome; including contacting the Client at a minimum at 4 weeks, 12 weeks and 24 weeks after the date the Client achieves the Client Outcome.
- (2) The Contractor will reach an agreement with each Client on the method of follow up contact to be used, and the Contractor will encourage the Client to contact the Contractor at any time during the follow up period should they require support, advice or Service. The Contractor will record in each Client File a plan for delivering follow-up Services, any Services the Contractor provides and all interactions the Contractor has with the Client.
- (3) If a BCEA Client achieves Labour Market Attachment, the Contractor will immediately notify the Ministry through ICM and ensure all pertinent Employment information, including, for Insurable Employment, start date of employment, name of employer, occupation and wage or salary, and for Self-Employment, start date of the business, type and name of business, is documented in ICM. The Contractor will direct any BCEA Client who achieves Labour Market Attachment to contact the Ministry for information about the impact of Employment on the Client's eligibility for BCEA assistance.

2.2.6.1 Contact at Week 4 – Recording of Client Outcome

- (i) At this check-in, the Contractor will determine if the Client has maintained the Client Outcome or has outstanding issues or Service needs. For Clients that meet Ministry Eligibility Requirements, the Contractor will provide supports or Services needed to further maintain the Client Outcome.
- (ii) The Contractor will, in accordance with Ministry Policy, fully document in the Client File the results of this check-in.
- (iii) The Contractor will make all reasonable attempts through available means of contact to make and maintain contact with each Client. This may include contacting the employer or placement Service Provider directly (if the Contractor has the Client's consent in writing). The Contractor will record all efforts at contact and the results of these efforts in the Client File.

2.2.6.2 Contact at Week 12 – Recording of Client Outcome

- (i) At this check-in, the Contractor will determine if the Client has maintained the Client Outcome or has outstanding issues or Service needs. For Clients that meet Ministry Eligibility Requirements, the Contractor will provide supports or Services needed to further maintain the Client Outcome.
- (ii) The Contractor will, in accordance with Ministry Policy, fully document in the Client File the results of this check-in.
- (iii) The Contractor will make all reasonable attempts through available means of contact to make and maintain contact with each Client. This may include contacting the employer or placement Service Provider directly (if the Contractor has the Client's consent in writing). The Contractor will record all efforts at contact and the results of these efforts in the Client File.

2.2.6.3 Contact at Week 24 – Recording of Client Outcome

- (i) At this check-in, the Contractor will determine if the Client has maintained the Client Outcome or has outstanding issues or Service needs. For Clients that meet Ministry Eligibility Requirements, the Contractor will provide supports or Services needed to further maintain the Client Outcome.
- (ii) The Contractor will, in accordance with Ministry Policy, fully document in the Client File the results of this check-in.

- (iii) The Contractor will make all reasonable attempts through available means of contact to make and maintain contact with each Client. This may include contacting the employer or placement Service Provider directly (if the Contractor has the Client's consent in writing). The Contractor will record all efforts at contact and the results of these efforts in the Client File.
- (iv) If the Client requires no additional Services or Financial Supports, the Contractor will close the Client's file, regardless of whether or not the Client has maintained Employment.

2.2.6.4 Job Coaching

For any Client in Client Tier 2, Client Tier 3 or Client Tier 4 that obtains Insurable Employment, the Contractor will provide job coaching at the Client's work site if this intensive level of service is required for the Client to maintain Labour Market Attachment. Job coaching services include:

- (i) Providing on-site job accommodations, supports, adaptive aids, learning aids and other resources, devices, or aids needed to support the Client's employment;
- (ii) Providing skilled job coaches to assist employers and Clients with systematic workplace instructions to ensure success;
- (iii) Ensuring a well coordinated job retention system is in place with co-workers and job coaching staff providing supports as needed;
- (iv) Establishing or engaging with the Client's support system including, as appropriate, family, friends, and support people to facilitate long-term job retention; and
- (v) Ensuring any individually designed Services or supports necessary for the Client's success, are received by the Client through the job coaching process and then transitioned to the employer and workplace support system.

2.2.6.5 Job Maintenance or Retention Services -- Job Development or Customized Employment Development 1-36 Weeks

If a Client in Client Tier 2, Client Tier 3 or Client Tier 4 who requires placement support - job development Services under section 3.5.1 or placement support -- customized employment development Services under section 3.5.2 to find Employment, achieves Labour Market Attachment, the Contractor will, if essential, during the 36 weeks immediately after the Client achieves the Labour Market Attachment, provide the Client with extensive job maintenance or retention follow-up Services that increase the Client's ability to maintain the Labour Market Attachment, including:

- (i) Providing on the job support to the Client and the Client's employer when additional

support is needed to maintain Employment past the usual 24 week contact period;

- (ii) Assisting the Client and employer to resolve issues that may impact the Client's ability to maintain Employment;
- (iii) Mediating any work conflicts arising between the Client and the employer;
- (iv) For any Client who is a Person with Disabilities, identifying and arranging for necessary accommodations and supports for the Client to continue in Employment;
- (v) Providing any other Financial Supports the Client requires;
- (vi) Monitoring the Client's progress as required, but no less than weekly;
- (vii) Fully documenting in the Client File all contact with the Client, all Services provided to the Client and any issues arising and their resolution; and
- (viii) At week 36, evaluating the need for ongoing Service.

2.2.6.6 Job Maintenance or Retention Services Job Development or Customized Employment Development 37- 48 Weeks

If pursuant to section 2.2.6.5 (viii) above, the Contractor determines that exceptional circumstances make it essential for a Client in Client Tier 3 or Client Tier 4 to receive job maintenance or retention follow-up Services for longer than 36 weeks to maintain Labour Market Attachment, the Contractor may provide the Services described in sections 2.2.6.5 (i) to (vii) for up to an additional 12 weeks. The Contractor must fully document in the Client File the rationale for providing these Services.

2.3 Assess and Determine Financial Need

2.3.1 Assess Financial Need

- (1) When an eligible Client requests and potentially needs Financial Supports the Contractor will, in accordance with Ministry Policy:
 - (i) Assess the Client's financial situation to determine whether
 - (I) the Financial Supports are necessary, and
 - (II) the Client lacks the means or resources to cover all or part of the cost

themselves,

and if so, determine the type and amount of supports the Client needs and is eligible for;

- (ii) Provide the Client with an application in a form determined by the Ministry, as may be required, and assist the client in completing the application if necessary; and
 - (iii) Enter into a Financial Agreement, if required by Ministry Policy; or
 - (iv) Ensure that the client signs a record of the Financial Supports received, if required by Ministry Policy.
- (2) The Contractor will, in accordance with Ministry Policy, determine whether a Case Managed Client has the financial means or other options available to cover the Client's expenses for which Financial Supports are available. The Contractor will ensure that each Client contributes, in accordance with the Client's means, to the Client's expenses for which Financial Supports are available.
- (3) For Case Managed Clients that the Contractor determines require financial assistance, the Contractor will determine their eligibility, based on the Client's specific needs, and in accordance with applicable Ministry Policy, and may provide Financial Supports as follows:
- (i) Supports essential for job search and access to the ESC location;
 - (ii) Supports essential for job start;
 - (iii) Training-related supports;
 - (iv) Self-employment supports;
 - (v) Paid and unpaid work experience placement supports;
 - (vi) Supports essential to participate in other Case Managed Services; and
 - (vii) Employment-related aids and devices for Persons with Disabilities.
- (4) Before providing a Client with Financial Supports, the Contractor must comply with section 2.2.1 (9) and, where an alternate option is available for a Client, support the Client in accessing that option, if it is reasonable and realistic to do so. The Contractor will fully document in the Client File its efforts to arrange alternate options and the results of these efforts, or any reasons why alternate options were not considered.
- (5) The Contractor will fully document in each Client File, any Financial Supports it provides to or for that Client, and the rationale for providing them

- (6) The Province will reimburse the Contractor pursuant to Schedule B only for Financial Supports it provides to Clients in accordance with this Schedule.

2.3.2 Determine Financial Supports for Job Search, Job Start and Program Participation / Access to ESC Services

The Contractor may, in accordance with Ministry Policy, provide any Case Managed Client that meets applicable Ministry Eligibility Requirements with Financial Supports for job search support, job start support, access to the ESC, or Program participation support, including but not limited to:

- (i) Transportation;
- (ii) Dependent care;
- (iii) Disability supports;
- (iv) Essential work clothing;
- (v) Essential work supplies, tools or equipment;
- (vi) Personal grooming and hygiene;
- (vii) Food for full-day program participation; and
- (viii) Licenses.

2.3.3 Determine Living, Tuition, or other Training-related Financial Support Needs

- (1) Subject to paragraph (2), the Contractor may provide any Case Managed Client that meets applicable Ministry Eligibility Requirements with Financial Supports to assist with basic living expenses that are necessary for the Client's participation in:
- (i) Training
 - (ii) Job Creation Partnerships paid work experience; or
 - (iii) Self-Employment Services provided in accordance with section 5.1.
- (2) The Contractor may not provide Financial Supports to assist with basic living expenses to:

- (i) Any Client participating in Short-Term Industry and Occupational Certificate Training;
 - (ii) Any BCEA Client, except one who is also an EI Client; or
 - (iii) Any General Client.
- (3) The Contractor may provide any Case Managed Client that meets applicable Ministry Eligibility Requirements with Financial Supports to assist with the following eligible training related costs:
- (i) tuition;
 - (ii) books;
 - (iii) dependent care;
 - (iv) transportation;
 - (v) disability needs;
 - (vi) living away from home costs; and
 - (vii) other instructional training-related expenses necessary for the Client to participate in training.
- (4) The Contractor will negotiate with a Client the amount and duration of Financial Supports to assist with basic living expenses, tuition or other training-related expenses based on the Client's financial needs and in accordance with applicable Ministry Policy.
- (5) Before the Contractor provides a Client with Financial Supports to assist with basic living expenses, the Contractor will
- (i) Confirm with the Ministry that the Client is an EI Client;
 - (ii) Confirm with the Ministry that the Client is an Active EI Claimant or has applied for EI Benefits and is eligible for them;
 - (iii) If the Client is not an Active EI Claimant but may be eligible for EI Benefits, ensure that the Client has applied or applies for them;
 - (iv) If the Client is an Active EI Claimant, ensure that the Client has a Section 25 Referral; and
 - (v) If the Client is both an EI Client and a BCEA Client,
 - (I) confirm that the Client has discussed eligibility for EPBC living supports for training with the Ministry's Regional Services Division and understands the

possible impacts on BCEA eligibility, and

- (II) if the Contractor approves training related Financial Supports, notify the Ministry's Regional Services Division of the purpose, amount, duration, level and type of supports that will be provided to the Client.

- (6) If the training need and rationale is clearly documented in the Client File, the Contractor may provide Financial Supports to or for any Client for a multi-year training program, in accordance with Ministry Policy. The Contractor will assess the Client's financial needs one year at a time.

2.3.4 Determine other Program Participation Financial Support Needs

- (1) The Contractor may, in accordance with Ministry Policy, provide other Program participation Financial Supports, if required by eligible Case Managed Clients to participate in any necessary EPBC Service or to retain Employment.
- (2) A rationale for each type and amount of specific support(s) must be clearly documented, in accordance with Ministry Policy, in the Client File.

2.3.5 Determine Disability Needs Cost

- (1) The Contractor may provide any Case Managed Client that meets applicable Ministry Eligibility Requirements with disability-related Financial Supports necessary to:
 - (i) Enable the Client to participate in the Program;
 - (ii) Reduce barriers to Employment that the Client faces due to disability-related factors; or
 - (iii) Increase the Client's ability to find and maintain Employment.
- (2) Before the Contractor determines a Client's eligibility and need for Financial Supports for disability-related costs, the Contractor must:
 - (i) Complete a disability-related employment needs assessment in accordance with section 2.2.2.5 to confirm the Client's disability;
 - (ii) Complete an assessment of financial need under section 2.3.1 to confirm the Client's financial need;

- (iii) Review any other relevant assessments of the Client;
 - (iv) Fully document in the Client File, the findings of the assessments described in paragraphs (i) to (iii) as they relate to the Client's Employment Readiness, circumstances and employment service and financial support needs; and
 - (v) Research alternative or additional programming or funding support for the Client's disability-related needs, and where available, support the Client as needed in accessing these resources.
- (3) The Contractor will, in accordance with applicable Ministry Policy, fully document in the Client File, its efforts pursuant to subsection (2) (v) to support any Client who is a Person with Disabilities to obtain alternative or additional programming or funding support and the results of these efforts
 - (4) If a Client is unable to obtain alternative or additional programming or funding support, the Contractor will negotiate disability-related Financial Supports with the Client, based on the Client's financial need and applicable Ministry Policy.
 - (5) Where possible and practical, the Contractor will provide a Client with any Financial Support in the form of an aid or device on a trial and loan basis, prior to purchasing these items.
 - (6) If the Contractor concludes that a Client may require assistive technology, the Contractor will complete and fully document the findings of a specialized assistive technology assessment before providing the Client with any Financial Support in the form of specialized assistive technology.

2.3.6 Determine Financial Supports – Wage Subsidy Work Experience Placements

- (1) The Contractor may provide Financial Supports in the form of a wage subsidy for any Case Managed Client in Client Tier 2, Client Tier 3, or Client Tier 4 who needs work experience and meets applicable Ministry Eligibility Requirements. The Contractor will pay the wage subsidy to an employer that meets applicable Ministry Eligibility Requirements and that hires and provides work experience to the Client.
- (2) The Contractor will, in accordance with Ministry Policy, assess and approve applications from eligible employers for a wage subsidy to hire a Client, based on the proposed work experience arrangement, a detailed job description and training plan, the wages to be paid, the duration of the placement, the Client activities proposed and the likelihood of a successful placement for the Client with the employer.

- (3) The Contractor will negotiate the amount and duration of wage subsidy Financial Supports and enter into Financial Agreements with an employer, based on the Client's need for work experience and skills enhancement, the Client's prospects for obtaining ongoing employment with the employer and in accordance with applicable Ministry Policy.
- (4) The Contractor will ensure the duration of the placement and wage the Client receives are directly related to the complexity of the job and the Client's ability and skills.
- (5) Before the Contractor approves a Client for a wage subsidy and enters into an agreement with an employer to provide a wage subsidy for the Client, the Contractor will confirm with the Ministry that the Client is an EI Client.
- (6) If an employer is prepared to commit to providing long-term employment for a Client who is a Person with Disabilities, the Contractor may, in accordance with Ministry Policy, provide Financial Supports to contribute to the cost of workplace modifications necessary to accommodate the Client.
- (7) The Contractor will notify any employer providing a Client with a wage subsidy placement that the employer bears the responsibility of providing, in accordance with Ministry Policy, WorkSafeBC coverage for the Client.
- (8) For eligible Clients seeking to participate in a wage subsidy placement, the Contractor will, in accordance with Ministry policy, assess applications for, negotiate and enter into agreements to provide Financial Supports. Such agreements will be for a maximum of four weeks, based on the Client's need for transportation, dependent care, disability related needs or other eligible Financial Supports to participate in the wage subsidy placement.
- (9) If a Client seeking to participate in a wage subsidy placement, is both an EI Client and a BCEA Client, and the Contractor approves the wage subsidy placement and any needed Financial Supports, the Contractor will, in accordance with Ministry policy, immediately notify the Ministry's Regional Services Division of the employment start date and details of the employment, along with the purpose, amount, duration, level and type of Financial Supports to be provided to the client.

2.3.7 Determine Financial Supports for Work Experience Placements

Paid (JCP) Placements

- (1) The Contractor may provide, in accordance with Ministry Policy, Financial Supports to any EI Client in Client Tier 2, Client Tier 3 or Client Tier 4 participating in a JCP project who meets applicable Ministry Eligibility Requirements, as follows:
 - (i) Living supports for EI Clients who are not eligible for EI Benefits, or who receive EI Benefits at a rate below the living support allowance rate, established in accordance with Ministry Policy, for the Program; and
 - (ii) Temporary Financial Supports for transportation, dependent care and disability-related needs required for Program participation.
- (2) The Contractor must ensure that Financial Supports do not duplicate any goods or services provided to the Client by the organization operating the JCP project.
- (3) Before the Contractor provides a Client with Financial Supports pursuant to subsection (1), the Contractor will, in accordance with Ministry Policy:
 - (i) Confirm with the Ministry that the Client is an EI Client;
 - (ii) Confirm with the Ministry that the Client is an Active EI Claimant or or has applied for EI Benefits and is eligible for them;
 - (iii) If the Client is not an Active EI Claimant but may be eligible for EI Benefits, ensure that the Client has applied or applies for EI Benefits;
 - (iv) If the Client is an Active EI Claimant, ensure that the Client has a Section 25 Referral; and
 - (v) If the Client is both an EI Client and a BCEA Client:
 - (I) confirm that the Client has discussed their eligibility for EPBC living supports for the JCP project with the Ministry's Regional Services Division and understands the possible impacts on BCEA eligibility, and
 - (II) if the Contractor approves Financial Supports, notify the Ministry's Regional Services Division of the purpose, amount, duration, level and type of supports that will be provided to the Client.

Unpaid Placements

- (1) The Contractor may arrange for a Client in Client Tier 2, Client Tier 3 or Client Tier 4 who meets applicable Ministry Eligibility Requirements, to participate in an unpaid work

experience placement in accordance with applicable Ministry Policy, if

- (i) The Client is not eligible for a paid work experience placement;
- (ii) The Client needs to acquire work experience and skills; and
- (iii) Participating in the placement will improve the Client's Employment Readiness.

(2) The Contractor may arrange for a Client to participate in the types of unpaid work experience placements that are described in Ministry Policy, including:

- (i) Work placements with for profit employers, but only in exceptional circumstances that will produce clear and specific Employment Readiness benefits to a Client and a reasonable likelihood of ongoing employment; and
- (ii) Volunteer placements with not-for-profit organizations, but only if the placement will help assess or improve the Client's Employment Readiness.

(3) The Contractor will ensure that the duration and number of unpaid work experience placements in which a Client participates are in accordance with Ministry Policy.

(4) The Contractor will assess a Client's need for financial assistance to participate in a unpaid work experience placement, and may, in accordance with Ministry Policy, provide the following Financial Supports to any Client who is eligible:

- (i) Transit tickets or passes;
- (ii) Gas retail cards if public transportation is not available;
- (iii) Work clothes;
- (iv) Work safety equipment; and
- (v) Disability supports, aids or devices for a Person with Disabilities.

(5) For any Client in an unpaid work experience placement, the Contractor must:

- (i) Ensure that the organization with which the Client is placed provides WorkSafeBC coverage for the Client and meets all responsibilities, including those imposed by the *Workers Compensation Act* (BC), for workplace safety at any placement worksite, or
- (ii) Provide WorkSafeBC coverage for the Client and assume all responsibilities, including those imposed by the *Workers Compensation Act* (BC), for workplace safety at any placement worksite.

2.3.8 Determine Financial Supports for Self Employment Services

- (1) The Contractor may, in accordance with Ministry Policy, provide Financial Supports to any Client in Client Tier 2, Client Tier 3 or Client Tier 4 who meets applicable Ministry Eligibility Requirements and is participating in Self Employment Services, as follows:
 - (i) Living supports for EI Clients who are not eligible for EI Benefits, or who receive EI Benefits at a rate below the living support allowance rate for the Program established in accordance with Ministry Policy; and
 - (ii) Temporary Financial Supports, for transportation, dependent care and disability-related needs required for Program participation.
- (2) Before the Contractor provides a Client with Financial Supports pursuant to subsection (1), the Contractor will, in accordance with Ministry Policy:
 - (i) If the Client is both an EI Client and a BCEA Client,
 - (I) confirm that the Client has discussed their eligibility for EPBC living supports for participation in SE Services with the Ministry's Regional Services Division and understands the possible impacts on BCEA eligibility, and
 - (II) if the Contractor approves Financial Supports, notify the Ministry's Regional Services Division of the purpose, amount, duration, level and type of supports to be provided to the Client;
 - (ii) If the Client is a BCEA Client who is not an EI Client, confirm that the Client has a PWD Designation or has PPMB status; and
 - (iii) If the Client is a General Client who is a Person with Disabilities, confirm the Client's disability.

2.4 Financial Agreements

2.4.1 N/A

2.4.2 N/A

2.4.3 N/A

2.4.4 Establish Financial Agreement

- (1) The Contractor will administer Financial Supports, in accordance with Ministry Policy, to Clients who are eligible for financial assistance in accordance with Ministry Eligibility Requirements and to employers that provide wage subsidy placements for Clients.
- (2) The Contractor will document any Financial Agreement with a Client or employer in accordance with Ministry Policy and using only forms developed specifically for those purposes by the Province and containing terms and conditions determined by the Ministry.
- (3) The Contractor will make any payments to Clients or employers in accordance with Ministry Policy, including strict adherence to any payment schedule established by Ministry Policy.
- (4) The Contractor will manage Client and employer eligibility for Financial Supports, information requirements related to Financial Supports and processes for suspending, discontinuing and re-starting Financial Supports in accordance with Ministry Policy.

2.5 N/A

2.6 Manage Client File Services

2.6.1 Open Client Case Management File

The Contractor will create a Client File for each Case Managed Client, if one is not already established. For any Case Managed Client that is a BCEA Client, the Province will provide the Contractor with information from the Client's BCEA file in accordance with Ministry Policy.

2.6.2 Maintain / Document Client Case Management File

The Contractor will ensure that all relevant information respecting a Service or Financial Supports provided to or for a Client is recorded in the Client File within One

- (1) Business Day of providing the Service or Financial Supports.

2.6.3 Close Client Case Management File

- (1) When a Client completes all activities and Services identified in the Client's Action Plan without achieving Labour Market Attachment or Community Attachment, the Contractor will meet with the Client and determine whether additional Services are needed. If the Contractor and the Client agree that further Case Management is not needed, the Contractor will encourage the Client to continue accessing Self-Serve Services, and inform the Client that the Client may request Case Management if needed.
- (2) If a Client is no longer needing or receiving Services, the Contractor will determine, in accordance with Ministry Policy, when it is appropriate to close the Client's file, which in any event will be no less than 6 weeks after the Client completes the Client's Action Plan.
- (3) When closing a Client's file, the Contractor will:
 - (i) Fully document any Services in the Client's Action Plan that were not completed;
 - (ii) Fully document the Client's Action Plan outcomes;
 - (iii) Recover outstanding Client debts or loaned items;
 - (iv) De-commit any resources committed to the Client;
 - (v) Fully document the reason for closing the Client's file, including any related discussion with the Client; and
 - (vi) If the Client is a Ministry-referred BCFA Client, immediately notify the Ministry of the file closure.

3.0 Case Managed Services

- (A) The Contractor will provide Financial Supports and Services to Case Managed Clients that the Contractor determines are eligible in accordance with Ministry Eligibility Requirements and need Financial Supports and Services to achieve Labour Market Attachment or Community Attachment.
- (B) The Contractor will, in accordance with Ministry Policy, fully document in the Client File, all

Financial Supports and Services it provides to or for any Case Managed Client and the rationale, based on assessed Client financial need, for providing them.

3.1 **Financial Supports**

- (A) The Contractor may only provide a Client with Financial Supports identified in the Client's Action Plan as necessary and in accordance with Ministry Policy.
- (B) The Contractor may provide to or for an eligible Case Managed Client, in accordance with Ministry Policy, Financial Supports that are essential and for the following purposes:
 - (a) Job search and access to the ESC to access Self-Serve Services or to receive Case Managed Services;
 - (b) Job start;
 - (c) Training;
 - (d) Self-employment;
 - (e) Wage subsidy work experience placement;
 - (f) Paid and unpaid work experience placement;
 - (g) Participation in other Case Managed Services; and
 - (h) Employment-related aids and devices for Persons with Disabilities.
- (C) The Contractor may provide an eligible Client with Financial Supports at any time during Case Management.
- (D) The Contractor will establish policies and procedures to avoid or mitigate the risk of financial loss associated with providing Financial Supports to Clients. These policies and procedures will include, but will not be limited to:
 - (a) Avoiding providing cash to Clients whenever possible by providing Financial Support in-kind, as non-transferable retail outlet coupons or by other methods that ensure Financial Supports are used for intended purposes and do not exceed the actual cost of an item or service;
 - (b) Requiring Clients to acknowledge in writing the receipt of any Financial Supports;
 - (c) Entering into a Financial Agreement with any Client before the Contractor provides the Client with any specific Financial Support that exceeds a threshold amount determined by the Ministry and described in Ministry Policy; and,
 - (d) Using, whenever possible, direct deposit to a bank account to pay Financial Supports that the Contractor provides directly to Clients.
- (E) The Contractor will not provide any Client with any Financial Support that duplicates:

- (a) Supplements provided by the Ministry under the EA Act or the EAPWD Act, or conflicts with the general purpose of those supplements;
 - (b) Benefits provided by Canada under Part I of the EI Act
 - (c) Any other financial assistance provided by the Province or Canada;
 - (d) Assistance provided by an ASETS Agreement Holder; or
 - (e) Assistance provided to the Client by any other individual or organization that the Client is eligible to receive from such an individual or organization.
- (F) The Contractor will ensure that any Client who may be eligible for EI Part I benefits applies for them, and has his or her eligibility for them determined, before the Contractor provides Financial Supports to the Client.
- (G) The Contractor will stop payment of Financial Supports to any Client that fails to comply with the terms of the Client's Financial Agreement.
- (H) If the Contractor makes an overpayment of Financial Supports to or for a Client, the Contractor will take all reasonable steps, in accordance with Ministry Policy, to recover the overpayment. The Contractor may forego collection of an overpayment from a Client, or transfer an unrecovered Client overpayment to the Ministry for collection only in accordance with Ministry Policy.

Specific Financial Supports

3.1.1 Living Supports

- (1) The Contractor may provide Financial Supports to a Client to assist with basic living expenses, based on the Client's level of financial need and in accordance with Ministry Policy, using cost of living guidelines provided by the Ministry, or based on flat rate allowances determined by the Ministry and described in Ministry Policy.
- (2) The Contractor will, in accordance with Ministry Policy, and section 2.4.4 (2) and (3), enter into a Financial Agreement with any Client receiving living supports and pay the Financial Supports directly to the Client until the Financial Agreement is completed or terminated.

3.1.2 Transportation Supports

To assist a Client with required transportation, the Contractor may provide the Client with Financial Supports, in accordance with Ministry Policy, as follows:

- (i) Transit tickets and passes;
- (ii) Gas cards or a kilometric rate in accordance with Ministry Policy;
- (iii) For a Client who is a Person with Disabilities in exceptional circumstances, a vehicle insurance subsidy; and
- (iv) Other required public transportation costs.

3.1.3 Dependent Care

The Contractor may provide a Client with Financial Supports, in accordance with Ministry Policy, to assist with required dependent care costs.

3.1.4 Essential Work Clothing Support

The Contractor may provide a Client with Financial Supports, in accordance with Ministry Policy, to acquire specifically required work clothing for job start and paid or unpaid work experience only, as follows:

- (i) Work shoes or boots;
- (ii) Rain gear; or
- (iii) Other work attire, including mandatory uniforms.

3.1.5 Essential Work Supplies, Tools or Equipment

The Contractor may provide a Client with Financial Supports, in accordance with Ministry Policy, to acquire specifically required work tools and supplies for job start and paid or unpaid work experience only, as follows:

- (i) Safety clothing;
- (ii) Work tools; or
- (iii) Other essential supplies or equipment.

3.1.6 Books and Supplies Required for Course(s)

- (1) The Contractor may provide a Client with Financial Supports, in accordance with Ministry Policy, to assist with the cost of acquiring books and supplies required to participate in training, including:
 - (i) Textbooks;
 - (ii) Paper;
 - (iii) Pens or pencils; and
 - (iv) Notebooks.
- (2) The Contractor will, in accordance with Ministry Policy, also provide a Client with Financial Supports for books and supplies the Client requires to participate in Short-Term Orientation and Certificate Training, directly to the training provider.
- (3) If the Contractor provides Financial Supports for books and supplies in a form that allows a Client to purchase the items directly, the Contractor will do so under the terms of a Financial Agreement.

3.1.7 Tuition

- (1) The Contractor may provide a Client with Financial Supports to assist with tuition costs for public or private training providers.
- (2) The Contractor may not provide Financial Supports for tuition directly to:
 - (i) Any BCEA Client;
 - (ii) Any General Client; or
 - (iii) Any Client participating in Short-Term Orientation and Certificate Training.

3.1.8 Other Incidental Training-related Costs and Fees

The Contractor may provide a Client with Financial Supports to assist with other training related costs for which the Client is eligible in accordance with Ministry

Eligibility Requirements that may include:

- (i) Student union fees;
- (ii) Lab fees;
- (iii) Tutoring costs that are identified by the training provider as necessary;
- (iv) Required shoes or clothing, such as uniforms.
- (v) Cost of living away from home, if essential for Program participation; or
- (vi) Cost of overnight accommodation, if long distance travel is necessary to attend training.

3.1.9 Personal Grooming and Hygiene

If a Client has no financial means to pay the costs for personal grooming or hygiene essential to support Program participation or prepare for Employment, the Contractor may provide Financial Supports, in accordance with Ministry Policy to the Client for those costs.

3.1.10 Food

The Contractor may provide Clients participating in Employment Support Services with Financial Supports, in accordance with Ministry Policy, for light lunches or snacks essential to support participation in full-day group workshops.

3.1.11 Licenses

The Contractor may provide Financial Supports to a Client, in accordance with Ministry Policy, to obtain a license that is essential for job search or job start, if the Client has no other means to acquire the license.

3.1.12 N/A

3.1.13 Wage Subsidy Work Experience Placements Employer Payments

The Contractor may enter into an agreement with any employer that is eligible in accordance with Ministry Eligibility Requirements, to provide Financial Supports in the form of a wage subsidy for a Client to whom the employer will provide work experience and skills enhancement identified in the Client's Action Plan as

necessary. Specifically, in accordance with Ministry Policy, the Contractor will:

- (i) Agree to provide a wage subsidy for a specified period of time;
- (ii) Reimburse the employer for a negotiated portion of the Client's wages;
- (iii) Ensure the employer provides the Client with a suitable work plan that outlines specific job duties;
- (iv) Support the employer to develop a training and orientation plan that allows Client progress and employer support to the Client to be measured;
- (v) Obtain all required activity reports and financial information from the employer; and,
- (vi) Process employer claims for reimbursement within 5 business days.

3.1.14 Disability-Related Costs

3.1.14.1 Assistive Devices, Equipment or Technology

- (i) The Contractor may provide Financial Supports to a Client who is a Person with Disabilities in accordance with Ministry Policy, for devices, equipment or technology that the Client needs to assist the Client to participate effectively in labour market activities.
- (ii) The Contractor must obtain an assessment of any Client's specific needs for devices, equipment or technology. The Contractor will complete a financial needs assessment for the Client and arrange a loan, purchase, or contribution to the purchase of devices, equipment or technology the assessment confirms to be appropriate for the Client. The Contractor will ensure that the Client and the Client's employer, if applicable, contribute to the cost of the devices, equipment or technology whenever possible.
- (iii) Prior to providing Financial Supports to a Client for devices, equipment or technology the Contractor will research other potential sources of program and funding support for the Client's needs, and where available, support the Client in accessing these resources. The Contractor will fully document, in the Client File the Contractor's efforts to obtain alternative or additional resources, and the results of these efforts.
- (iv) The Contractor will ensure the Client can access any assessment, installation, training, support, repair or replacement necessary for the effective use of devices, equipment

or technology the Contractor provides.

3.1.14.2 Workplace Access or Modification

- (i) The Contractor may provide Financial Supports to a Client who is a Person with Disabilities, in accordance with Ministry Policy, by assisting an employer with access or modification to a workplace to enable the employer to hire the Client for long term Employment.
- (ii) The Contractor will work with the employer to ensure the access or modification is cost-effective and creates a safe workspace that meets the needs of the Client.
- (iii) Prior to providing Financial Supports for access or modification to a workplace the Contractor will research other potential sources of program and funding support for the Client's needs, and where available and necessary, support the Client or employer in accessing these resources. The Contractor will fully document, in the Client File the Contractor's efforts to obtain alternative or additional resources, and the results of these efforts.

3.1.99 Other Financial Supports

The Contractor may provide Financial Supports to a Client, in accordance with Ministry Policy, for any item essential to job start, or employment- related disability supports for Clients who are Persons with Disabilities, that does not fall within other eligible categories, if the Client has no other means to acquire the item.

3.2 Employment Support Services – Topics

The Contractor will, in accordance with section 3.4, provide ESS on the topics described in sections 3.2.1.1 to 3.2.6.99.

3.2.1 Employment Support Services – preparing Clients for job search or work

3.2.1.1 Identifying Employability Skills and Strengths

The Contractor will assist and support Clients in self-exploration that considers and identifies personal skills and strengths that affect employability. The Contractor may use this to assist the Contractor in determining whether a Client requires an FNA.

3.2.1.2 N/A

3.2.1.3 N/A

3.2.1.4 Career Planning and Career or Occupational Choices

The Contractor will assist and support Clients to explore and understand options and make effective decisions about Employment, occupations and careers.

3.2.1.5 N/A

3.2.1.6 Employment Coaching

The Contractor will provide Clients who are actively job seeking with employment coaching and support services, including problem solving, advice and feedback to improve job search effectiveness.

3.2.1.7 Dressed for Employment Success

The Contractor will assist and support Clients to understand how to dress appropriately for interviews and on job sites.

3.2.1.8 Budgeting and Financial Planning

The Contractor will assist and support Clients to understand how to budget effectively during job search and plan a budget to facilitate returning to the workforce.

3.2.1.9 Time Management and Organizational Skills

The Contractor will assist and support Clients to manage time for job search and to develop practical organizational skills related to job search and Employment.

3.2.1.10 Building Self-Esteem

The Contractor will assist and support Clients to develop strategies and tools to build self esteem to ensure a more effective job search.

3.2.1.11 Recognizing, Understanding and Overcoming the Impacts of Abuse

The Contractor will provide Clients who are survivors of violence and abuse with coaching and support, including addressing isolation, self-care and personal safety that will enable effective Program participation and improve employability.

3.2.1.12 Personal Planning and Goal Setting

The Contractor will assist and support Clients to develop tools and strategies to plan and set personal goals to assist with preparing for work.

3.2.1.13 Stress and Anger Management

The Contractor will assist and support Clients to develop tools and strategies to better manage stress and anger, to enable effective job search and successful job placements.

3.2.1.14 Health Enhancement and Personal Care

The Contractor will assist and support Clients to obtain information and develop strategies related to health and personal care issues that may impede Employment success.

3.2.1.15 Self-Awareness

The Contractor will assist and support Clients to assess opportunities to improve personal and inter-personal awareness and effectiveness for Employment success.

3.2.1.16 Disability Management for Employment Readiness – Physical and Mental Health Issues

The Contractor will assist and support Clients to obtain information and develop strategies to manage disabilities that will enable effective preparation for and success in Employment.

3.2.1.17 Substance Abuse – Relapse Prevention or Harm Reduction

The Contractor will assist and support Clients with substance abuse history to obtain information and develop strategies that will prevent relapse and address other related issues in preparation for Employment.

3.2.1.18 N/A

3.2.1.19 Identify and Access Transferable Skills or Prior Learning

The Contractor will provide Clients with knowledge and assist Clients to develop skills related to identifying transferrable skills and emphasizing transferrable skills in resumes and cover letters.

3.2.1.99 Other “Preparing for Job Search or Work” focused Support Services

The Contractor will assist and support Clients to obtain any other knowledge or skills related to preparing for and necessary to successfully complete a job search.

3.2.2 Employment Support Services – assisting Clients to obtain jobs or work experience

3.2.2.1 N/A

3.2.2.2 N/A

3.2.2.3 N/A

3.2.2.4 N/A

3.2.2.5 N/A

3.2.2.6 Job Search

The Contractor will assist and support Clients to undertake effective job searches, including identifying suitable work opportunities, understand local labour market conditions, and learn different approaches to job searching.

3.2.2.7 Job Shadowing

The Contractor will assist and support Clients by providing information necessary for finding effective job shadowing opportunities to supplement their job searches.

3.2.2.8 Cold Calling

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills to successfully solicit Employment from employers who have not advertised job vacancies.

3.2.2.9 Post Interview Follow-Up

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills to effectively contact employers after unsuccessful employment interviews to obtain and effectively use feedback.

3.2.2.10 Networking

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills to effectively network for job search purposes, including using existing relationships to support job search and how to identify opportunities for employment networking in social and other environments.

3.2.2.11 Job Leads and Arranging Interviews

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to finding, following-up and using job leads effectively.

3.2.2.12 Interview Skills

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to conducting employer research and preparing for and succeeding in job interviews.

3.2.2.13 Self-Marketing

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to identifying strengths and strategies to effectively market skills to potential employers.

3.2.2.14 Job-Seeker Employers' Forum

The Contractor will assist and support Clients by providing information sharing, networking and job matching sessions among Clients and with employers.

3.2.2.15 Job Club-like Services

The Contractor will assist and support Clients by providing multi-day job search sessions that combine a range of relevant job search topics with actual job search activities.

3.2.2.16 Labour Market or Career Research

The Contractor will assist and support Clients to locate, understand and use relevant LMI in making effective employment-related decisions.

3.2.2.17 Creating or Updating Resumes

The Contractor will assist and support Clients to learn effective resume drafting techniques and styles and develop individualized and job specific resumes.

3.2.2.18 Using Internet and Email for Job Search

The Contractor will assist and support Clients in using the internet and email to prepare to look for work or explore employment opportunities or occupational or career options.

3.2.2.19 Accessing the Hidden Job Market

The Contractor will assist and support Clients to obtain knowledge and skills related to informational interviews, networking and applying labour market research.

3.2.2.20 Cover Letters

The Contractor will assist and support Clients to learn effective cover letter drafting skills, techniques and styles and develop individualized and job specific cover letters.

3.2.2.21 Effective References

The Contractor will assist and support Clients to obtain knowledge and skills related to identifying and presenting effective references for employment.

3.2.2.22 Completing Applications

The Contractor will assist and support Clients to learn effective skills, techniques and approaches for completing job applications.

3.2.2.23 Informational Interviews

The Contractor will assist and support Clients to obtain knowledge and skills necessary to gather career and industry information to find employment leads and expand job seeking networks.

3.2.2.24 Disclosing Disabilities in Job Search

The Contractor will assist and support Clients to learn effective ways and skills to disclose and discuss disability in the context of job search and employment.

3.2.2.99 Other "Find Work" focused Support Services

The Contractor will assist and support Clients to obtain any other knowledge or skills related to and necessary for finding Employment.

3.2.3 Employment Support Services – assisting Clients to maintain Employment

3.2.3.1 Effective Workplace Behaviour

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to expected workplace behaviour, fitting into workplace culture, maintaining Employment and developing in the workplace.

3.2.3.2 Workplace and Business Communication Skills

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills for effective workplace communication; building supportive workplace relationships and teams and dealing with difficult situations in the workplace.

3.2.3.3 Effective Communication and Problem Solving in the Workplace

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills and strategies for effective problem solving in the workplace, maintaining respectful relationships when addressing workplace problems and communicating problems to supervisors and co-workers.

3.2.3.4 Effective Workplace Communication – Oral, Written or Non-verbal

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to specific methods of communication in the workplace, including email etiquette and effectiveness, understanding non-verbal communication, perception checking, paraphrasing, summarizing, questioning, raising concerns and offering suggestions.

3.2.3.5 Understanding Workplace Symbols and Signs

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to safety and symbols used in the Canadian workplace; what they are and what they mean to workers.

3.2.3.6 Active Workplace Listening Skills

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to listening to understand its effective use in the workplace.

3.2.3.7 Workplace Time Management and Organizational Skills

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills and strategies related to time management for the workplace.

3.2.3.8 Workplace Assertiveness

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills and strategies for communicating assertively in the workplace.

3.2.3.9 Accepting, Starting and Maintaining Employment (to support job retention)

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to accepting Employment and transitioning from unemployment to the workplace.

3.2.3.99 Other “Maintain” focused Support Services

The Contractor will assist and support Clients to obtain any other knowledge or develop any other skills related to and necessary for maintaining Employment.

3.2.4 Essential Employability Life Skills – Basic

3.2.4.1 Communicate

The Contractor will provide relevant information to Clients and assist and support Clients to develop verbal and written communication skills for the workplace.

3.2.4.2 Manage Information

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills relating to locating, gathering and organizing information and using appropriate technology and information systems.

3.2.4.3 Use Numbers

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills relating to numeracy for the workplace such as observing and recording data and using appropriate methods, tools and technology.

3.2.4.4 Problem Solving

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills and strategies related to solving problematic issues that arise in the workplace.

3.2.4.99 Other “Basic Skills” focused Support Services

The Contractor will assist and support Clients to obtain any other knowledge and develop any other basic skills related to and necessary for obtaining success in the workplace.

3.2.5 Essential Employability Life Skills – Teamwork

3.2.5.1 Demonstrate Positive Attitudes and Behaviours

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills and strategies related to personal attitudes and behaviours that impact the workplace, including understanding how to bring one's best self to the workplace.

3.2.5.2 Be Responsible

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to being a responsible employee, including balancing work and personal life, being accountable for one's actions and planning and managing time, money and other resources.

3.2.5.3 Be Adaptable

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to adapting to change in the workplace – both independently and as a member of a group.

3.2.5.4 Learn Continuously

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to continuous learning, growth and self-awareness necessary to be successful in the workplace, including personal strengths, attitude toward learning, and goal setting.

3.2.5.5 Work Safely

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills and strategies related to personal and group health and safety practices and procedures.

3.2.5.99 Other “Teamwork Skills” focused Support Services

The Contractor will assist and support Clients to obtain any other knowledge or develop any other skills related to and necessary for working in a team environment.

3.2.6 Essential Employability Life Skills – Personal Management

3.2.6.1 Work with Others

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to understanding group dynamics and working effectively in a group environment.

3.2.6.2 Participate in Projects and Tasks

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to planning, designing or carrying out a project or task from start to finish with well-defined objectives and outcomes.

3.2.6.3 Life Skills: Parenting

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to managing parenting responsibilities effectively

while balancing workplace responsibilities.

3.2.6.4 Life Skills: Housing and Being a Good Tenant

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills related to finding and maintaining suitable housing that will support a transition to Employment.

3.2.6.5 Life Skills: Cultural Awareness (including Aboriginal culture)

The Contractor will provide relevant information to Clients and assist and support Clients to develop skills and knowledge required to understand cultural employment-related issues and to integrate successfully into the Canadian work environment.

3.2.6.99 Other "Personal Management Skills" focused Support Services

The Contractor will assist and support Clients to obtain any other knowledge and develop any other personal management skills required to maintain Employment.

3.4 Employment Support Services – Bundles

General

(A) Subject to subsection (B), the Contractor may, in accordance with Ministry Policy, provide to any Case Managed Client, Employment Support Services on any specific ESS topic, if that ESS topic

(a) supports the Client to develop skills required to independently job search and effectively prepare for, obtain and maintain Employment, and

(b) Is required in accordance with the Client's Action Plan.

(B) For each ESS topic described in sections 3.2.1.1 to 3.2.6.99, the Contractor must provide Employment Support Services that are sufficiently comprehensive to provide Clients with the information, knowledge and skills needed to effectively address the ESS topic in relation to job searching, preparing for, obtaining and maintaining Employment.

(C) The Contractor may not provide any ESS topic described in sections 3.2.1, 3.2.3, 3.2.4, 3.2.5 and 3.2.6 to any Client in Client Tier 1.

- (D) The Contractor may provide Employment Support Services to Clients in Client Tier 2, Client Tier 3 or Client Tier 4 either as group workshops or as individual employment counselling or support sessions. The Contractor may provide Employment Support Services on each individual ESS topic or by grouping ESS topics in bundles of 2, 3 or 4 topics, in accordance with sections 3.4.1 to 3.4.8.
- (E) The Contractor will provide Employment Support Services to Clients in Client Tier 1 by Self-Serve Services group workshops. In exceptional circumstances, if it is not possible to deliver Employment Support Services to a Client in Client Tier 1 through group-based Self-Serve Services workshops, the Contractor may, in accordance with Ministry Policy, deliver Employment Support Services to the Client by individual employment counselling or support sessions.
- (F) The Contractor will determine the ESS topic(s) for each specific group workshop or individual session and the Contractor may design customized group workshops or individual sessions with a single ESS topic or with up to 4 ESS topics.
- (G) The Contractor will, in accordance with Ministry Policy, ensure that the size and composition of group workshops and the format and structure of group workshops and individual sessions are appropriate for Clients to receive high quality learning experiences. The Contractor may also deliver some ESS topics through innovative means that meet Client learning needs.
- (H) The Contractor will ensure that Employment Support Services on any ESS topic is available to Clients on a group or individual basis within 10 business days of identifying a Client's need for the particular ESS topic.
- (I) The Contractor will provide workshops designed to meet the employment Service needs of a wide variety of Clients, including all Specialized Populations.
- (J) The Contractor may provide any Case Managed Client with access to any ESS topic as a Self-Serve Services employment focused workshop listed in section 1.1 (J) (a) if it is included in the Client's Action Plan.
- (K) Subject to subsection (L), if the Contractor determines that a Client needs an Employment Support Service workshop, the Contractor will provide the Client with an ESS (LMDA Funds) Workshop.

- (L) Notwithstanding subsection (K), if the Contractor determines that a Client who is not an EI Client needs an Employment Support Service workshop and that an ESS (LMDA Funds) Workshop will not meet the needs of the Client, the Contractor will provide the Client with an ESS (Provincial Funds) Workshop.
- (M) If the Contractor provides ESS (Provincial Funds) Workshops to Clients who are Aboriginal Peoples, Immigrants, Persons with Disabilities, Multi-Barriered, or Survivors of Violence or Abuse, the Contractor will ensure that such workshops have content relevant to the Clients' particular Specialized Populations.
- (N) The Contractor will, in accordance with Ministry Policy, fully document Client attendance at Employment Support Services group workshops or individual sessions.
- (O) The Province may review, at any time, the Contractor's delivery of workshops, workshop curriculum and Client evaluations of workshops or documentation of Client attendance at workshops

3.4.1 ESS Bundle 1 Topic (Individual Delivery to 1 Client)

The Contractor may deliver, in accordance with sections 3.4 and 3.4.9 and Ministry Policy, 1 ESS Topic to an individual Client as a one-to-one individual employment counseling or support session.

3.4.2 ESS Bundle 2 Topics (Individual Delivery to 1 Client)

The Contractor may deliver, in accordance with sections 3.4 and 3.4.9 and Ministry Policy, 2 ESS Topics to an individual Client as a one-to-one individual employment counseling or support session.

3.4.3 ESS Bundle 3 Topics (Individual Delivery to 1 Client)

The Contractor may deliver, in accordance with sections 3.4 and 3.4.9 and Ministry Policy, 3 ESS Topics to an individual Client as a one-to-one individual employment counseling or support session.

3.4.4 ESS Bundle 4 Topics (Individual Delivery to 1 Client)

The Contractor may deliver, in accordance with sections 3.4 and 3.4.9 and Ministry Policy, 4 ESS Topics to an individual Client as a one-to-one individual employment counseling or support session.

3.4.5 ESS Bundle 1 Topic (Group Delivery to 2 or More Clients)

The Contractor may deliver, in accordance with sections 3.4 and 3.4.9 and Ministry Policy, 1 ESS Topic to a minimum of two Clients as a group workshop.

3.4.6 ESS Bundle 2 Topics (Group Delivery to 2 or More Clients)

The Contractor may deliver, in accordance with sections 3.4 and 3.4.9 and Ministry Policy, 2 ESS Topics to a minimum of two Clients as a group workshop.

3.4.7 ESS Bundle 3 Topics (Group Delivery to 2 or More Clients)

The Contractor may deliver, in accordance with sections 3.4 and 3.4.9 and Ministry Policy, 3 ESS Topics to a minimum of two Clients as a group workshop.

3.4.8 ESS Bundle 4 Topics (Group Delivery to 2 or More Clients)

The Contractor may deliver, in accordance with sections 3.4 and 3.4.9 and Ministry Policy, 4 ESS Topics to a minimum of two Clients as a group workshop.

3.4.9 Employment Support Services – Administration

- (1) The Contractor will, in accordance with Ministry Policy, schedule and register Clients to attend group workshops or individual sessions on ESS topics described in sections 3.2.1 to 3.2.6.99 based on the Employment Support Services needs identified in the Client's Action Plan.
- (2) Where required to enable Client participation in Employment Support Services group workshops or individual sessions, the Contractor will, in accordance with Ministry Policy:
 - (i) assess and determine Client financial need in accordance with section 2.3.1
 - (ii) enter into a Financial Agreement with the Client in accordance with section 2.4.4; and
 - (iii) administer Financial Supports in accordance with section 3.1.
- (3) The Contractor will fully document in the Client File all Employment Support Services group workshops or individual sessions and the rationale for providing them.
- (4) In accordance with Ministry Policy, when a Client requires an ESS topic to be repeated to ensure sufficient learning occurs, the Contractor will document in the Client File the rationale for providing a repeat workshop on the same ESS topic.

3.5 Placement Support Services

- (A) The Contractor may not provide Services under sections 3.5.1 to 3.5.5 to any Client in Client Tier 1.
- (B) The Contractor may, in accordance with Ministry Policy, provide Services under sections 3.5.1, 3.5.2 or 3.5.3 to any Client in Client Tier 2 only in exceptional situations and if the Services are clearly essential for the Client to achieve Labour Market Attachment.

3.5.1 Placement Support - Job Development

3.5.1.1 Placement Support - Job Development: Part I

The Contractor will, in accordance with Ministry Policy, actively assist and support Clients from Specialized Populations to market their skills and abilities directly to employers if the Contractor determines that this level of intensive and specialized service is essential for a Client with unique labour market considerations and

needs to achieve and maintain Employment. The Contractor may provide these Services to a Client until the Contractor confirms that the Client has a suitable Employment opportunity.

3.5.1.2 Placement Support - Job Development: Part II

The Contractor will, in accordance with Ministry Policy, assist Clients from Specialized Populations and employers to negotiate and finalize terms of Employment for an existing job that may require adaptation to meet the needs of a Client or an employer if the Contractor determines that this level of intensive and specialized service is essential for the Client to achieve and maintain Employment.

3.5.2 Placement Support – Customized Employment Development

3.5.2.1 Discovery / Employment Profile Service

- (i) The Contractor will, in accordance with Ministry Policy, conduct or obtain a Discovery / Employment Profile assessment of a Client to whom the Contractor provides Services under sections 3.5.2.2 or 3.5.2.3.
- (ii) The Contractor will ensure that any Client's Discovery / Employment Profile provides sufficient information to enable the Contractor and the Client to:
 - (I) Understand the Client's employment-related strengths, abilities, skills and ideal conditions of Employment;
 - (II) Identify skills and job tasks that the Client likely could undertake successfully;
 - (III) Identify employment themes for the Client;
 - (IV) Create a list of potential employers or entrepreneurial options for the Client; and
 - (V) Create a customized Employment Profile for the Client.

3.5.2.2 Placement Support – Customized Employment Development: Part I

The Contractor will, in accordance with Ministry Policy, assist and support Clients from Specialized Populations or employers to identify, initiate, or create new jobs, including Self-Employment opportunities that are customized to the individual needs of a Client, if the Contractor determines that this level of intensive and specialized service is essential for the Client to achieve and maintain Employment. The Contractor may provide part I Services to Clients under this section until the Contractor confirms that the Client has a suitable Employment or Self-Employment opportunity.

3.5.2.3 Placement Support – Customized Employment Development: Part II

The Contractor will, in accordance with Ministry Policy, assist Clients from Specialized Populations and Employers to negotiate and finalize terms of Employment for a new job opportunity, or develop a Self-Employment opportunity customized to the individual needs of a Client, if the Contractor determines that this level of intensive and specialized service is essential for the Client to achieve

and maintain Employment.

3.5.3 Placement Support – Unpaid Work Experience

3.5.3.1 Placement Support – Unpaid Work Experience Pre-Placement/Agreement

The Contractor will, in accordance with Ministry Policy and section 2.3.7 (3) to (7), support eligible Clients to find and succeed in unpaid work experience placements by:

- (i) Assisting Clients to find suitable placements that provide meaningful work experience and improve Employment Readiness;
- (ii) Marketing unpaid work experience placements as required and arranging placements for Clients with appropriate unpaid Work Experience Hosts;
- (iii) Entering into an unpaid work experience agreement with the Client and the Work Experience Host that outlines the roles and responsibilities of the Client, the Work Experience Host and the Contractor;
- (iv) If necessary, assisting Clients and Work Experience Hosts to resolve issues related to the work experience placement; and
- (v) Assessing and determining Client financial needs when Financial Supports are assessed as essential for participation, in accordance with sections 2.3.1, 2.3.4 and 2.3.5, and entering into Financial Agreements in accordance with section 2.4.4.

3.5.3.2 N/A

3.5.3.3 Placement Support – Unpaid Work Experience: Monitor / Close Out

- (i) The Contractor will, in accordance with Ministry Policy, monitor and support a Client's progress in any unpaid work experience placement. The Contractor will schedule and attend, throughout the placement, regular meetings with the Client and the Work Experience Host.
- (ii) The Contractor will support the success of a Client's unpaid work experience placement and ensure that the Client's work experience goals are being achieved by:
 - (I) Meeting with the Client and the Work Experience Host to monitor the Client's progress during the placement, including at least one on-site monitoring visit;
 - (II) Ensuring that an appropriate level of support, such as on-site vocational coaching, is in place for the Client to successfully participate in the placement;
 - (III) Supporting the Client and the Work Experience Host to resolve any issues that arise during the placement;
 - (IV) Providing to or for the Client as needed, other Services and Financial Supports for which the Client may be eligible; and
 - (V) Ensuring the Work Experience Host provides an evaluation of the Client's performance.
- (iii) The Contractor will fully document in the Client File, any issues identified,

the resolution of those issues, and any Services or Financial Supports provided to or for the Client.

- (iv) Near the completion date of the work experience placement, the Contractor will meet with the Client and the Work Experience Host and discuss the outcome of the placement. If the Client will be employed by the Work Experience Host on an ongoing basis, the Contractor will record the Client Outcome and provide the Client with follow-up Services under section 2.2.6. If the Client will not be employed by the Work Experience Host on an ongoing basis after the placement is completed, the Contractor will support the Client in determining appropriate next steps based on the work placement experience.

3.5.3.4 Placement Support – Unpaid Work Experience: Amend Agreement

The Contractor will amend a Client's unpaid work experience agreement in accordance with Ministry Policy, if:

- (I) There is a change in the unpaid work experience arrangements between the Client, the Work Experience Host and the Contractor, sufficient to warrant an amendment to the unpaid work experience agreement; or
- (II) There is a change in the Client's financial needs or circumstances that warrants a change in the amount or type(s) of Financial Supports provided under the terms of the Client's Financial Agreement.

3.5.4 Placement Support – Wage Subsidy Work Experience

3.5.4.1 Placement Support – Wage Subsidy Work Experience Pre-Placement

The Contractor will, in accordance with Ministry Policy, support Clients that meet applicable Ministry Eligibility Requirements to obtain paid work experience leading to Sustainable Employment, until the Contractor identifies eligible and suitable employers and work experience placements, by:

- (I) Promoting or marketing the concept of paid work experience to employers and Clients;
- (II) Providing self-marketing support and individualized assistance to the Client;
- (III) Promoting or marketing Clients to employers;
- (IV) Contacting, on a weekly basis, any Client looking for a placement and checking the Client's progress;
- (V) Receiving applications for placements from Clients and employers; and
- (VI) Ensuring employers meet applicable Ministry Eligibility Requirements.

3.5.4.2 Placement Support - Wage Subsidy Work Experience: Agreement

The Contractor will enter into wage subsidy placement agreements with eligible employers to provide needed work experience to eligible Clients, in accordance with Ministry Policy and section 3.1.9 (i) to (iv), and with eligible Clients, when

temporary financial supports are essential for a Client's participation in the Wage Subsidy Work Experience Placement, by:

- (I) Confirming a suitable wage subsidy work experience placement with an eligible employer;
- (II) Ensuring that the employer produces a job description, orientation and training plan that are suitable to the Client's needs and circumstances;
- (III) Assessing requirements and negotiating the wage subsidy duration and rate with the employer, in accordance with sections 2.3.5, 2.3.6 (1) to (7) and 2.4.4;
- (IV) Assessing Client Financial Need pursuant to sections 2.3.1, 2.3.5, 2.3.6 (8) and 2.4.4 for any temporary Financial Supports the Client requires; and
- (V) Entering into an agreement with the Client and the wage subsidy work experience employer that outlines the roles and responsibilities of each of the Client, the employer and the Contractor.

3.5.4.3 Placement Support - Wage Subsidy Work Experience: Monitor / Close Out

- (i) The Contractor will, in accordance with Ministry Policy, monitor each wage subsidy work experience placement to support Client progress and success, administer Financial Supports and ensure agreement terms are adhered to, in accordance with Ministry Policy and section 3.1.9 (v) and (vi), by:
 - (I) Contacting the Client and employer at least every six weeks and by making at least two on-site monitoring visits during the term of the placement;
 - (II) Administering temporary Financial Supports for the Client as necessary;
 - (III) If necessary, supporting and assisting Clients and employers to resolve placement issues; and.
 - (IV) Reviewing, verifying and processing employer wage subsidy payment claims according to a schedule agreed to by the Contractor and employer.
- (ii) The Contractor will fully documenting in the Client File, any issues identified, the resolution of those issues, and any Services or Financial Supports provided to or for the Client;
- (iii) Near the completion date of the work experience placement, The Contractor will meet with the Client and the employer and discuss the outcome of the placement. If the Client will be employed by the employer on an ongoing basis, the Contractor will record the Client Outcome and provide the Client with the follow-up Services. If the Client will not be employed by the employer on an ongoing basis after the placement is completed, the Contractor will support the Client in determining appropriate next steps, based on the work placement experience findings.

3.5.4.4 Placement Support - Wage Subsidy Work Experience Amend Agreement

The Contractor will amend a wage subsidy work experience placement agreement in accordance with Ministry Policy, if:

- (I) There is a change in financial needs or circumstances for a Client participating in a wage subsidy work experience placement that warrants a change in the amount or types of temporary Financial Supports provided to the Client under the terms of the Client's Financial Agreement;.
- (II) The contractor completes a financial needs assessment in accordance with section 2.3.1; and
- (III) All parties to the agreement – the employer, the Client and the Contractor – agree to change:
 - a. The subsidy rate or duration of the wage subsidy agreement;
 - b. The Client's wages;
 - c. The Client's job description, or
 - d. Any other term or condition of the agreement.

3.5.5 Placement Support - Job Creation Partnerships

3.5.5.1 Placement Support – Job Creation Partnerships Pre-Placement / Agreement

- (i) Organizations operating JCP projects in the Contractor's Catchment Area will inform the Contractor about those JCP projects, including the project criteria. The Contractor will refer Clients who meet the JCP project criteria to the organization operating a JCP project. It is the responsibility of that organization to select JCP project participants.
- (ii) The Contractor will:
 - (I) Review JCP projects in the Contractor's Catchment Area to determine whether they offer appropriate work experience opportunities for Clients;
 - (II) Refer suitable Clients that meet applicable Ministry Eligibility Requirements to organizations operating JCP projects;
 - (III) Fully document the results of any referral in the Client File.
- (iii) For any Client selected for participation in a JCP project by the organization operating the JCP Project, the Contractor will, in accordance with Ministry Policy and sections 2.3.1, 2.3.5 and 2.3.7 (1) to (3), assess the Client's financial need and enter into a Financial Agreement with the Client pursuant to section 2.4.4 to provide Financial Supports to the Client while participating in the JCP project.

3.5.5.2 N/A

3.5.5.3. Placement Support – Job Creation Partnerships – Monitor / Close Out

The Contractor will monitor JCP placements to support Client progress and

success, administer Client Financial Supports and ensure agreement terms are adhered to, by:

- (I) Administering Client Financial Supports
- (II) Contacting the Client and the organization operating the JCP project at least once every six weeks and by making one on-site monitoring visit during the term of the placement;
- (III) Fully documenting the Contractor's monitoring of activities and results in the Client File;
- (IV) If necessary, assisting the Client to resolve placement issues;
- (V) Near the completion date of the work experience placement, contact the Client and the organization operating the JCP project individually to discuss the success of the placement;
- (VI) Document the results of the JCP Work Experience Placement in the Client File; and
- (VII) If the Client does not achieve an Employment Outcome after the placement is completed, support the Client in determining appropriate next steps, based on the JCP work placement experience findings.

3.5.5.4 Placement Support – Job Creation Partnerships: Amend Agreement

- (i) The Contractor may only amend a Client's Financial Agreement if:
 - (I) There is a change in financial needs or circumstances for a Client participating in a JCP work experience placement that warrants a change in the amount or types of temporary Financial Supports provided to the Client under the terms of the Client's Financial Agreement; or
 - (II) There is a change to the Ministry set rates for Financial Supports to assist with basic living expenses; and
 - (III) The contractor completes a financial needs assessment for the Client in accordance with section 2.3.1.
- (ii) The Contractor will amend JCP work experience placement agreements in accordance with Ministry Policy.

4.0 **Training Services (including Short-Term Orientation and Certificate Courses)**

4.1 **Training Services**

General

- (A) The Contractor will provide, in accordance with Ministry Policy, training Services or Financial Supports to any Case Managed Client that the Contractor determines is eligible in accordance with Ministry Eligibility Requirements, and whose Action Plan indicates that the Client requires training to obtain specific skills necessary to prepare for or participate in the labour market.

- (B) The Contractor will only provide a Client with Services or Financial Supports for training that leads to a certificate, diploma or degree.
- (C) The Contractor will, in accordance with section 2.2.1 (9) (ii), support each Client in identifying and accessing other appropriate program and funding options for the Client's training needs, as appropriate to each individual Client's needs and circumstances.
- (D) The Contractor will ensure that all Clients seeking skills training pursuant to sections 4.1.1, 4.1.2 or 4.1.3 have completed sufficient research and analysis to confirm that their training goals are suitable to their individual needs and circumstances, likely to lead to Sustainable Labour Market Attachment and an effective and appropriate use of Program resources.
- (E) Before the Contractor provides training Services or Financial Supports, other than Short-Term Orientation and Certificate Training, to an EI Client, the Contractor will, in accordance with Ministry Policy,
 - (a) Confirm with the Ministry that the Client is an EI Client;
 - (b) Confirm with the Ministry that the Client is an Active EI Claimant or has applied, and is eligible for EI Benefits; and
 - (c) If the Client is not an Active EI Claimant, but may be eligible for EI Benefits, ensure that the Client has applied or applies for EI Benefits.
- (F) The Contractor will ensure that any BCEA Client with an Employment Plan has the prior approval of the Ministry before the Client participates in any training that exceeds 120 days.
- (G) The Contractor will ensure that any General Client who is a Person with Disabilities has, in accordance with Ministry Policy, completed a disability related employment needs assessment, before providing the Client with any Training Services or Financial Supports, other than for Short-Term Orientation and Certificate Training.
- (H) The Contractor will, in accordance with Ministry policy, provide an eligible Client seeking Financial Supports to participate in skills training under, sections 4.1.1, 4.1.3, or 4.1.4 with an application form created by the Ministry.
- (I) After confirming that a Client has met all applicable eligibility and approval requirements for the specific type of training the Client requests, and on receipt from the Client of a completed and signed application form and proof of acceptance into the requested training program, the

Contractor will:

- (a) In accordance with sections 2.3.1 to 2.3.5, assess the Client's financial need and determine whether the Client requires and is eligible for Financial Supports to participate in training;
 - (b) If the Client has been confirmed by the Ministry to be an Active EI Claimant, provide the Client with a form, provided by the Ministry for a Section 25 Referral;
 - (c) After receiving a signed Section 25 Referral form from a Client who is an Active EI Claimant, the Contractor will request a Section 25 Referral from the Ministry, confirm with the Ministry that the training is authorized, and ensure that the Client understands the relevance of a Section 25 Referral to eligibility for EI Benefits; and
 - (d) Notify the Ministry through ICM if a Client who will be receiving Financial Supports is both a BCEA Client and an EI Client.
- (J) The Contractor will enter into a Financial Agreement with any eligible Client, in accordance with section 2.4.4.
- (K) The Contractor will administer training Financial Supports in accordance with section 3.1 and pay to or for the Client, in accordance with Ministry Policy, any Financial Supports listed in sections, 3.1.1 to 3.1.3, 3.1.6 to 3.1.8, and 3.1.14.1 that the Contractor assesses the Client needs to participate in training. The Contractor will pay any such Financial Supports only in the amounts and for the period agreed to in the Client's Financial Agreement.
- (L) For any Client to whom the Contractor provides tuition supports pursuant to section 3.1.7, the Contractor will, in accordance with Ministry Policy, obtain copies of tuition receipts.
- (M) The Contractor will confirm with the Ministry, ongoing eligibility for EI Benefits of any Active EI Claimant with an EI Benefits claim that ends during the period of training.
- (N) The Contractor will, in accordance with Ministry Policy, fully document any training Services or Financial Supports the Contractor provides to any Client in the Client File.
- (O) The Contractor will, in accordance with Ministry Policy:
- (a) Monitor Client progress and attendance and support the Client as needed to resolve issues;
 - (b) Document progress, issues and their resolution and training results in the Client File; and

- (c) Obtain from the Client a copy of the training completion certificate, diploma or degree and add it to the Client File.
- (P) If the Client or a training provider notifies the Contractor that a Client who has been approved to participate in training pursuant to sections 4.1.1, 4.1.2, 4.1.3, or 4.1.4 has stopped attending the training, the Contractor will:
 - (a) Stop paying any Financial Supports provided to the Client within two (2) business days of receiving the notice;
 - (b) immediately Notify the Ministry if the Client is an Active EI Claimant;
 - (c) Ensure that the Client's status recorded in the Client File is up-to-date and accurate; and
 - (d) Determine whether the Client was overpaid Financial Supports and if so, immediately undertake overpayment collection efforts.

4.1.1 Skills Training – Occupation Skills

- (1) In accordance with Ministry Policy, the Contractor may assist eligible Clients who lack the skills required for Labour Market Attachment to access skills training for occupations with favourable prospects for Sustainable Employment.
- (2) The Contractor will assess any Client's application for occupational skills training and determine eligibility based on the Client's need and suitability, labour market and occupational research, financial feasibility, and Ministry Eligibility Requirements.

4.1.1.1 Skills Training: Pre-Application

- (i) The Contractor will, in accordance with Ministry Policy and section 4.1 (A) to (G), support and assist Clients, if required, to:
 - (I) Undertake labour market and occupational research to identify and analyze the suitability of occupational and training options in relation to the Client's circumstances, needs and Employment Objectives;
 - (II) Identify and analyze the suitability of training programs and institutions in relation to Client circumstances, needs and Employment Objectives;
 - (III) Explore the financial feasibility of training and identify potential alternative

funding options; and

(IV) Make informed choices that will support the Client in acquiring skills necessary to achieve Sustainable Labour Market Attachment.

- (ii) The Contractor will review the results of Client research and analysis and determine, in accordance with Ministry Policy, if the training objective is aligned with Client needs and circumstances and has a cost that is reasonable and is an effective use of public funding that will likely lead to Sustainable Employment.
- (iii) Based on the research and assessment described in paragraphs (i) and (ii), the Contractor will determine whether to continue to support the Client in pursuing an application for Financial Supports.

4.1.1.2 Skills Training: Application / Agreement

For any Client seeking Financial Supports to attend occupational skills training, the Contractor will, in accordance with sections 4.1.1.1 and 4.1 (H) to (J) and Ministry policy:

- (I) Provide the Client with an application form for training related Financial Supports;
- (II) Review the Clients' completed application form;
- (III) Assess the Client's financial needs, and determine if the Client needs Financial Supports to attend the requested training, and if so;
- (IV) If the Client is an Active EI Claimant, request a Section 25 Referral for the Client and if obtained;
- (V) Enter into a Financial Agreement with the Client.

4.1.1.3 Skills Training: Monitor / Close Out

For any Client with whom the Contractor enters a Financial Agreement for Financial Supports to attend occupational skills training, the Contractor will, in accordance with section 4.1 (K) to (P) and Ministry policy, the Contractor will:

- (I) Administer the Financial Supports;
- (II) Monitor and support the Client's training;
- (III) Amend or terminate agreements as required; and
- (IV) Fully document, in accordance with Ministry policy, the Client's training progress, attendance and results.

4.1.2 Skills Training – Feepayer

The Contractor will, in accordance with Ministry Policy and sections 4.1, 4.1.1, 4.1.1.1, provide Services to support eligible Clients in Client Tier 2, Client Tier 3 or Client Tier 4, who are Active EI Claimants, in accessing needed skills training as Feepayers.

4.1.2.1 Skills Training – Feepayer: Application / Agreement

For any Client seeking Financial Supports to attend skills training as a Feepayer, the Contractor will, in accordance with section 4.1 (A) to (E) and (I) (a) to (c) and Ministry policy:

- (I) Provide the Client with an application form for a Section 25 referral;
- (II) Review the Client's completed application form;
- (III) Assess the Client's financial needs and confirm that the Client has sufficient financial means and resources to successfully complete the requested training without receiving Financial Supports, and
- (IV) If the Contractor determines that the Client is eligible for and requires training as a Feepayer,
- (V) Request a Section 25 Referral for the Client and if obtained, document the Client File and approve the Client to begin training.

4.1.2.3 Skills Training – Feepayer Training – Monitor / Close Out

After accepting a Client as a Feepayer and entering a Section 25 Referral agreement with a Client, in accordance Ministry policy and any applicable provisions of section 4.1 (L) to (P), the Contractor will

- (I) monitor and support the Client's training, and
- (II) fully document, in accordance with Ministry policy, the Client's training progress, attendance and results.

4.1.3 Skills Training – Case Managed Apprentice

The Contractor will, in accordance with Ministry Policy and sections 1.2 (I) and (J), 4.1, 4.1.1 and 4.1.1.1, provide training services to support eligible EI Clients in Client Tier 2, Client Tier 3 or Client Tier 4 in accessing needed training as Case Managed Apprentices.

4.1.3.1 Skills Training - Case Managed Apprentice - Application / Agreement

For any Client seeking Financial Supports to attend Institutional Entry Apprentice Training, the Contractor will, in accordance with section 4.1 (A) to (J) and Ministry policy:

- (I) Provide the Client with an Apprentice Application Form for training related Financial Supports;
- (II) Review the Clients' completed application form;
- (III) Assess the Client's financial needs, and determine if the Client needs Financial Supports to attend the requested training, and if so;
- (IV) If the Client is an Active EI Claimant, request a Section 25 Referral for the Client and, if obtained;
- (V) Enter into a Financial Agreement with the Client.

4.1.3.3 Skills Training – Case Managed Apprentice: Monitor/Close Out

For any Client with whom the Contractor enters a Financial Agreement for Financial Supports to attend Institutional Entry Apprentice Training, in accordance with section 4.1 (K) to (P) and Ministry policy, the Contractor will:

- (I) Administer the Financial Supports;
- (II) Monitor and support the Client's training;
- (III) Amend or terminate agreements as required; and
- (IV) Fully document, in accordance with Ministry policy, the Client's training progress, attendance and results.

4.1.4 Skills Training – Basic and Essential Skills

- (1) The Contractor may provide Financial Supports, in accordance with Ministry Policy and section 4.1, to any eligible Client that the Contractor determines requires training for Essential Skills in reading, writing, numeracy or basic computer use, English as a Second Language skills or Academic Upgrading to achieve Labour Market Attachment or to improve Employment Readiness.

(2) English as a Second Language

- (i) The Contractor may, in accordance with section 4.1 and Ministry Policy, assist and support any eligible Client lacking English language skills necessary for labour market self sufficiency to obtain English as a Second Language training to achieve Labour Market Attachment or improve Employment Readiness.

- (ii) The Contractor may provide a Client with Financial Supports for English as Second Language training only if such training is not available from a community-based resource at no or minimal cost or any such training that is available is not suitable for the Client's employment needs.

(3) Academic Upgrading

- (i) The Contractor may, in accordance with section 4.1 and Ministry Policy, assist and support any eligible Client to obtain academic upgrading in the form of adult basic education or General Educational Development if
 - (I) The Contractor determines that the Client requires the training; and
 - (II) The training is a pre-requisite for specific skills training; or
 - (III) The training will lead directly to Employment for the Client.
- (ii) The Contractor may provide a Client with Financial Supports to obtain adult basic education, academic upgrading or General Educational Development only if such training is not available from a qualified training provider at no or minimal cost, or any such training that is available is not suitable for the Client's Employment needs.

4.1.4.1 Skills Training - Basic and Essential Skills: Application / Agreement

- (i) For any Client seeking Financial Supports to attend training for Essential Skills, English as a Second Language skills or Academic Upgrading, the Contractor will, in accordance with section 4.1 (A) to (I) and Ministry policy:
 - (I) Provide the Client with an application form for training related Financial Supports;
 - (II) Review the Clients' completed application form;
 - (III) If the Client is an Active EI Claimant, obtain a Section 25 Referral for the Client;
 - (IV) Assess the Client financial needs; and
 - (V) If the Contractor determines that the Client is eligible for and requires training related Financial Supports, enter into a Financial Agreement with the Client.
- (ii) For any Client with whom the Contractor enters a Financial Agreement for Financial Supports to attend training for Essential Skills, English as a Second Language skills or Academic Upgrading, the Contractor may provide Financial Supports for:
 - (I) Individual courses for each of the topics described in section 4.1.4;

- (II) Courses that combine two or more of the topics described in section 4.1.4; or
- (II) Courses that include, individually or combined, any of the topics described in section 4.1.4 and, in accordance with Ministry Policy, as an incidental topic, any other skill that is part of "Essential Skills", as that term is defined on the Human Resources and Skills Development Canada website (currently located at <http://www.hrsdc.gc.ca/eng/workplaceskills/LES/definitions/definitions.shtml>)

4.1.4.3 Skills Training - Basic and Essential Skills – Monitor/Close Out

For any Client with whom the Contractor enters a Financial Agreement for Financial Supports to attend training for Essential Skills, English as a Second Language skills or Academic Upgrading, in accordance with section 4.1 (K) to (P) and Ministry policy, the Contractor will:

- (I) administer the Financial Supports,
- (II) monitor and support the Client's training, and
- (III) fully document, in accordance with Ministry policy, the Client's training progress, attendance and results.

4.1.5 Skills Training – Amendments

4.1.5.1 Skills Training – Amend Agreement or Renew Multi-Year Agreement (all Skills Training types)

- (i) The Contractor will, in accordance with Ministry Policy, amend the Financial Agreement of any Client participating in skills training, if
 - (I) The Client's financial needs or circumstances change;
 - (II) The Client provides a reasonable rationale for the requested change;
 - (III) The Client submits a revised application for Financial Supports, or a written and signed request to have changes made to the Client's Financial Supports;
 - (IV) The Contractor re-assesses and determines the Client's financial needs in accordance with sections 2.3.1 and 2.3.2; and
 - (V) The Contractor determines, in accordance with Ministry Policy, that a change to the Financial Supports is required.

- (ii) If the Contractor enters into a revised Financial Agreement with a Client, the Contractor will document the rationale for the change in Financial Supports in the Client File and attach supporting documentation.

Renew Multi-Year Agreements

- (iii) The Contractor may provide Financial Supports to or for any Client for a training program that is longer than 12 months if such a training program is part of the Client's Action Plan. However, Financial Support for a second and any subsequent period of training of up to 12 months each is conditional on funds for the Financial Support being available to the Contractor from the Province under this Agreement.
- (iv) The Contractor will negotiate and enter into a Financial Agreement with a Client for Financial Supports for no more than 12 months at a time unless the Client has an approved training program that is longer than 12 months and is not divided into semesters, sections or parts.
- (v) The Contractor may, in accordance with Ministry Policy, enter into subsequent Financial Agreements for up to 12 months each, with any Client the Contractor approves for participation in a training program that is longer than 12 months and is divided into semesters, sections or part, if, the Contractor determines that the Client successfully completed the previous semester, section or part of the training program, that the Client's training progress, attendance and results are satisfactory.
- (vi) Prior to providing Financial Supports under a subsequent Financial Agreement for an approved training program that is longer than 12 months and is divided into semesters, sections or parts, the Contractor will:
 - (I) Ensure that the Client has submitted a revised application for Financial Supports for the subsequent semester, section or part of the training program;
 - (II) Re-assess the Client's financial needs in accordance with section 2.3.1; and
 - (III) Determine, in accordance with Ministry Policy and section 2.3.2, the Financial Supports the Client is eligible to receive.
- (vii) If the Contractor enters into a subsequent Financial Agreement with a Client in accordance with subsection (v), the Contractor will document the rationale for the subsequent Financial Agreement in the Client File and attach supporting documentation.

- (viii) The Contractor will ensure that any discontinuation or re-start of a Client's Financial Agreement for any approved training program that is longer than 12 months is done in accordance with Ministry Policy.

4.2 Training – Short-Term Orientation and Certificate (STOC) Courses

- (A) The Contractor will, in accordance with Ministry Eligibility Requirements, deliver services to support eligible Clients to access STOC training.
- (B) The Contractor may deliver approved STOC Training to Clients directly or provide it as a Purchased Service. If the Contractor provides STOC training as a Purchased Service, the Contractor will confirm that the cost of the STOC Training is competitive with the prevailing local market rate and will arrange and pay the costs of Tuition, books and supplies for the STOC training directly to the training provider.
- (C) The Contractor may provide the following STOC Training to Clients:
- 4.2.1 Workplace Hazardous Materials Information System (WHMIS);
 - 4.2.2 Emergency First Aid;
 - 4.2.3 SuperHost;
 - 4.2.4 Serving It Right;
 - 4.2.5 FoodSafe;
 - 4.2.6 Basic Computer Training; and
 - 4.2.99 Other STOC Training, in accordance with Ministry Policy.
- (D) The Contractor will ensure that all STOC Training is delivered by qualified instructors.
- (E) Subject to subsection (F), the Contractor will, in accordance with Ministry Policy, provide STOC Training as part of a full-day, group-based ESS (LMDA Funds) Workshop for one or more ESS topics listed in sections 3.2.2.6 to 3.2.2.99.
- (F) Notwithstanding subsection (E), the Contractor may, in accordance with Ministry Policy, provide STOC Training to any BCEA or General Client as part of an ESS (Provincial Funds)

Workshop or independent of Employment Support Services group workshops, if required to meet the Client's needs. The Contractor must fully document the rationale for providing the STOC training independent of an Employment Support Services group workshop in the Client File.

- (G) The Contractor will ensure that necessary disability-related accommodations and requirements are arranged for or provided to a Client accessing STOC Training who is a Person with Disabilities.

4.2.98 Administration for Short-Term Orientation and Certificate Training Services

- (1) The Contractor may, in accordance with Ministry Policy, provide Financial Supports for an eligible Client to access STOC Training, if the Contractor determines that:
 - (i) A STOC Training course is:
 - (I) Appropriate for the Client's Employment Objective,
 - (II) Required for the Client to achieve Labour Market Attachment, and
 - (III) Documented as needed in the Client's Action Plan, and
 - (ii) The Client requires Financial Supports to participate in STOC training.
- (2) If the Contractor determines that a Client is eligible for and requires Financial Supports to access STOC Training, the Contractor will:
 - (i) Assess and determine, in accordance with Ministry Policy and sections 2.3.1 and 2.3.2, the Client's financial need;
 - (ii) Enter into a Financial Agreement with the Client in accordance with section 2.4.4; and
 - (iii) Administer Financial Supports in accordance with Ministry Policy and section 3.1.

5.0 Self-Employment – Orientation and Assessment and Self-Employment Services

5.1 Self-Employment – Orientation and Assessment Services

General

- (A) Before accepting a Client for Self-Employment Orientation and Assessment Services, the Contractor must determine that the Client is eligible, in accordance with Ministry Eligibility Requirements and may be suitable and ready for Self-Employment by the Contractor, in accordance with Ministry Policy.
- (B) Subject to paragraph (C) the Contractor will provide Self-Employment orientation and assessment Services to a Client in Client Tier 2, Client Tier 3, or Client Tier 4 that:
 - (a) Meets applicable Ministry Eligibility Requirements,
 - (b) Demonstrates that no suitable Insurable Employment opportunity is available for the Client; and
 - (c) Has an Action Plan identifying Self-Employment as an appropriate means for the Client to achieve sustainable Labour Market Attachment.
- (C) Notwithstanding subsection (B), before the Contractor provides Self-Employment orientation and assessment Services:
 - (a) To any EI Client, the Contractor will, in accordance with Ministry Policy,
 - (i) Ensure that the Client File contains confirmation that the Client is an EI Client, and
 - (ii) If the Client is an Active EI Claimant, ensure that the Client fully understands the Client's responsibilities under the EI Act regarding seeking and being available for work;
 - (b) To any BCFA Client, the Contractor will ensure, in accordance with Ministry Policy, that the Client has a PWD Designation or is a PPMB; and
 - (c) To any General Client who is a Person with Disabilities, the Contractor will verify, in accordance with Ministry Policy, that the Client has a disability.
- (D) The Contractor will ensure that Self-Employment orientation and assessment Services are delivered in accordance with applicable Ministry Policy by individuals having sufficient experience and expertise in Self-Employment assessment and workshop design and delivery.
- (E) For any Client who is a Person with Disabilities that requires customized Services because of the Client's disability, the Contractor will provide customized Self-Employment orientation and assessment Services pursuant to section 3.5.2.2.

5.1.1 Mandatory Self-Employment Orientation and Assessment Workshop

- (1) In accordance with Ministry Policy, the Contractor will deliver a workshop to Clients that provides:
 - (i) Information about what is involved for a person to be successful in Self-Employment;
 - (ii) Detailed information about Self-Employment Services;
 - (iii) An in-depth assessment of the Client's suitability and readiness to undertake Self-Employment;
 - (iv) Information the Client requires to thoroughly and effectively develop a business concept; and,
 - (v) Information regarding the requirements for preparing a thorough and effective application for Self-Employment Services.
- (2) The Contractor must provide Self-Employment orientation and assessment workshops as required in the Contractor's Catchment Area. The Contractor may deliver the workshop content to a Client on an individual basis if a group format is not practical.

5.1.2 Client Assessment

- (1) After a Client completes the Self-Employment orientation and assessment workshop, the Contractor will, in accordance with Ministry Policy, prepare a written assessment of the Client's suitability and readiness for Self-Employment Services that identifies strengths, any concerns related to the Client's business concept, and any suggestions for improving the business concept.
- (2) The Contractor's written report must recommend that a Client either receive or be denied business concept development and acceptance Services.
- (3) If the Contractor recommends that a Client receive business concept development and acceptance Services, the Contractor will refer the Client to receive those Services, in accordance with Ministry Policy.
- (4) If the Contractor recommends that a Client be denied business concept development and acceptance Services, the Contractor will assist and support the Client to revise the Client's Action Plan and develop viable alternate Employment Objectives.

5.1.3 Business Concept Development and Acceptance

- (1) The Contractor will provide business concept development and acceptance Services, in accordance with Ministry Policy, only to a Client referred for such Services pursuant to section 5.1.2 (3).
- (2) The Contractor will assist and support each Client to develop the Client's business concept, including by providing group format workshops or individual support if necessary and to complete an application for Self-Employment Services.
- (3) The Contractor will ensure that a Self-Employment Review Committee:
 - (i) Assesses each Client's Self-Employment business concept for viability, feasibility and impacts on local businesses; employing a practical business view that incorporates relevant knowledge of the local business environment; and
 - (ii) Makes a definitive recommendation that the Client either receive, or not receive Self-Employment Services.
- (4) If a Self-Employment Review Committee recommends that a Client receive Self-Employment Services, the Contractor may accept the Client for Self-Employment Services in accordance with Ministry Eligibility Requirements. If the Contractor accepts a Client for Self-Employment Services, the Contractor will confirm the Client's start date for those Services and determine the Client's need and eligibility for Financial Supports, and any other Services or supports.
- (5) If a Self-Employment Review Committee recommends that a Client not receive Self-Employment Services, or recommends that a Client receive Self-Employment Services but the Contractor does not accept the Client for Self-Employment Services, the Contractor will assist and support the Client to revise the Client's Action Plan and develop viable alternate Employment Objectives.
- (6) The Contractor may establish a Self-Employment Community Review Board to support a Self-Employment Review Committee for the purpose of paragraphs (3) to (5).

5.1.4 Case Manager Responsibilities related to Self Employment Orientation and Assessment Services

For any Client that meets applicable Ministry Eligibility Requirements referred to Self-Employment Orientation and Assessment Services, the Contractor will, in accordance with Ministry Policy:

- (i) Assess and determine if the Client requires Financial Supports for participation in Self-Employment Orientation and Assessment Services, in accordance with sections 2.3.1 and 2.3.2, and 2.3.8, and if so, administer such supports in accordance with sections 2.4.4 and 3.1;
- (ii) Review the assessment of Client suitability and readiness for Self-Employment Services recommendation, pursuant to section 5.1.2 (1) and determine if the Client will be supported in proceeding to business concept development and acceptance Services provided pursuant to section 5.1.3;
- (iii) Participate in the Self-Employment Review Committee for the purpose of section 5.1.3 (3) to (5) and if the Self-Employment Review Committee recommends the Client for Self-Employment Services participation, provide the Client with an application for participation in Self-Employment Services on a ministry provided form;
- (iv) Confirm Client eligibility in accordance with sections 5.2 (A) and (B) and assess and determine, pursuant to sections 2.3.1 and 2.3.2, if the Client requires Financial Supports for participation in the Self-Employment Services, and if so, enter into a Financial Agreements to provide Financial Supports in accordance with Ministry Policy and sections 2.4.4 and 3.1;
- (v) Fully document in the Client File, in accordance with Ministry Policy, the results of the Self-Employment Orientation and Assessment Services, and if the Client is approved for participation in Self-Employment Services, also document the start date and any Financial Supports that will be provided to the Client during participation in Self-Employment Services and the rationale for providing them; and
- (vi) Notify the Ministry, through ICM, of any BCEA Clients who will be receiving Financial Supports to participate in Self-Employment Services as EI Clients.

5.2 Self Employment Services

General

- (A) The Contractor will provide Self-Employment Services, in accordance with Ministry Policy, to any eligible Client, in accordance with Ministry Eligibility Requirements, in Client Tier 2, Client Tier 3, or Client Tier 4 that obtains a recommendation pursuant to Part C section 5.1.3 (3) (ii) that the Client receive Self-Employment Services and that the Contractor accepts pursuant to section 5.1.3 (4) for Self-Employment Services.

(B) Notwithstanding paragraph (A), before the Contractor provides Self-Employment Services:

- (a) To any EI Client, the Contractor will, in accordance with Ministry Policy,
 - (i) Re-confirm with the Ministry that the Client is an EI Client;
 - (ii) Confirm with the Ministry that the Client is an Active EI Claimant or has applied for EI Benefits and is eligible for them;
 - (iii) If the Client is not an Active EI Claimant but may be eligible for EI Benefits, ensure that the Client has applied or applies for them; and
 - (iv) If the Client is an Active EI Claimant, ensure that the Client has a Section 25 Referral and fully understands the Client's responsibilities under the EI Act regarding seeking and being available for work.
- (b) To any BCEA Client, the Contractor will, in accordance with Ministry Policy, confirm that the Client has a PWD Designation or is a PPMB; and
- (c) To any General Client who is a Person with Disabilities, the Contractor will confirm, in accordance with Ministry Policy, that the Client has a disability.

(C) The Contractor will ensure that the individuals the Contractor retains to deliver Self Employment Services to Clients have significant knowledge, expertise and experience assisting and supporting individuals successfully develop and implement new Self-Employment businesses.

(D) The Contractor will provide technical advice, consultation, mentorship and guidance to each Client throughout each Self-Employment Services component described in sections 5.2.1.1 to 5.2.2.3.

(E) The Contractor will ensure that, in accordance with Ministry Policy, Clients:

- (a) Receive, on a timely basis, any necessary Self-Employment Services; and,
- (b) Participate in Self-Employment Services on a full-time basis, except for any Client who is a Person with Disabilities that is unable to participate full-time.

(F) The duration of any Self-Employment Services the Contractor provides to or for any Client must be in accordance with Ministry Policy.

- (G) For any Client who is a Person with Disabilities that requires customized Self-Employment Services, the Contractor will, in accordance with Ministry Policy, link Self-Employment Services to and coordinate them with Services the Contractor provides pursuant to Part C, section 3.5.2.2 and 3.5.2.3 of this Schedule.

5.2.1 Business Plan Development

5.2.1.1 Business Plan Development

- (i) The Contractor will assist and support each Client to develop the Client's business concept into a complete, feasible and viable business plan, by providing Services that include:
 - (I) Identifying issues arising from the business concept that the Client must address in business plan development;
 - (II) Identifying human and financial resources necessary for launching and maintaining the business; and
 - (III) Coordinating Services and ensuring the Client receives appropriate individual or group mentoring and support to develop, the business plan.
- (ii) The duration of business plan development Services the Contractor provides to or for any Client must be in accordance with Ministry Policy.
- (iii) The Contractor will support and assist each Client to prepare to present the Client's business plan to a Self-Employment Review Committee.
- (iv) The Contractor will ensure that a Self-Employment Review Committee:
 - (I) Assesses each Client's business plan for completeness, feasibility and operational viability, employing a practical business view that incorporates relevant knowledge of the local business environment; and
 - (II) Makes a definitive recommendation that the Client's business plan either be accepted or rejected.
- (v) If a Self-Employment Review Committee recommends that a Client's business plan be accepted, the Contractor will provide the Client with Self-Employment Services under sections 5.2.2.1, 5.2.2.2 and 5.2.2.3.

- (vi) If a Self-Employment Review Committee recommends that a Client's business plan be rejected, the Contractor will cease providing Self-Employment Services to the Client terminate the Financial Agreement with the Client and assist and support the Client to revise the Client's Action Plan and develop viable alternate Employment Objectives.
- (vii) The Contractor may establish a Self-Employment Community Review Board to support a Self-Employment Review Committee for the purpose of section 5.2 (C) to (F).

5.2.1.2 Entrepreneurial Workshops Part 1

- (i) The Contractor may provide entrepreneurial workshops Services only to a Client whose is accepted into Self-Employment Services pursuant to section 5.2 (A).
- (ii) The Contractor will provide each Client with workshops or individual instruction sessions on each of the following topics:
 - (I) Managing business operations;
 - (II) Financial management (including budgeting, cash flow, tax tips, accounting and bookkeeping);
 - (III) Human resource development (including hiring, managing and developing employees);
 - (IV) Marketing and sales; and
 - (V) Succession planning and selling a business.
- (iii) The Contractor will, in accordance with each Client's needs, provide instruction for Clients, in workshops or individual instruction sessions, on any of the following topics:
 - (I) Preventing business fraud;
 - (II) Operating a business in Canada (including applicable laws);
 - (III) Intellectual property;
 - (IV) Incorporation;
 - (V) Market research;
 - (VI) Basic computer skills for small businesses;
 - (VII) Cultural sensitivity;
 - (VIII) Company Identity (including branding and registering a business name);
 - (IX) Presentation skills;
 - (X) Networking;
 - (XI) Self-awareness;
 - (XII) Personal development; and
 - (XIII) Any other relevant entrepreneurial topic.

- (iv) The Contractor will consult with each Client to determine the specific topics listed in subsection (iii) on which the Client needs instruction.
- (v) If, while the Contractor is providing entrepreneurial workshops Services to a Client, the Contractor or the Client determines that Self-Employment is no longer viable or appropriate for the Client, the Contractor will cease providing Self-Employment Services to the Client, terminate the Financial Agreement with the Client and assist and support the Client to revise the Client's Action Plan and develop viable alternate Employment Objectives.

5.2.1.3 Ongoing Coaching and Mentoring for Self-Employment – Part 1

- (i) The Contractor may provide coaching and mentoring Services on an as needed basis to any Client to whom the Contractor is providing Services under sections 5.2.1.1 or 5.2.1.2.
- (ii) The Contractor's coaching and mentoring Services will provide each Client with expert advice, support, guidance and feedback on creating strategies for successfully developing the Client's Self-Employment business.
- (iii) If, while the Contractor is providing coaching and mentoring Services to a Client, the Contractor or the Client determines that Self-Employment is no longer viable or appropriate for the Client, the Contractor will cease providing Self-Employment Services to the Client and assist and support the Client to revise the Client's Action Plan and develop viable alternate Employment Objectives.

5.2.2. Business Launch and Implementation

5.2.2.1 Business Launch and Implementation

- (i) The Contractor will provide business launch and implementation Services only to a Client whose business plan is accepted pursuant to section 5.2.1.1 (iv) (II).
- (ii) The Contractor will notify the Ministry, in accordance with Ministry Policy, when any BCEA Client receiving Self-Employment Services is ready to launch the Client's business.

- (iii) The Contractor will provide the Client with support and assistance necessary to launch the Client's business and implement the Client's business plan.
- (iv) The duration of business launch and implementation Services the Contractor provides to or for any Client must be in accordance with Ministry Policy.
- (v) The Contractor will assist the Client to apply for or access any financing necessary for launching and maintaining the business, such as lines of credit, business loans, or other financing.
- (vi) The Contractor will monitor each Client as follows:
 - (I) Check the Client's progress within the first two weeks of business launch and subsequently as agreed between the Contractor and the Client;
 - (II) Contact the Client, by any reasonable means of communication, determined and agreed to with the Client at the time of the launch of the Client's business, at least 3 times during the period of business launch and implementation Services; and
 - (III) Attend in person at the Client's business within 10 weeks of business launch, to determine whether the Client is working full-time in the business and making progress towards self-sufficiency and to identify any support and/or assistance the Client may require.
- (vii) The Contractor will review with each Client, the financial viability of the Client's business 24 weeks after the business launch date, and assess the Client's need for continuing Financial Supports. The Contractor will cease providing the Client with Financial Supports if the Client no longer has a need. However, the Contractor will continue to provide the Client with business launch and implementation Services in accordance with Ministry Policy respecting duration of those Services.
- (viii) If, while the Contractor is providing business launch and implementation services to a Client, the Contractor or the Client determines that Self-Employment is no longer viable or appropriate for the Client, the Contractor will cease providing Self-Employment Services to the Client, terminate the Financial Agreement with the Client and assist and support the Client to revise the Client's Action Plan and develop alternate Employment Objectives.

5.2.2.2 Entrepreneurial Workshops – Part 2

- (i) The Contractor may provide entrepreneurial workshops pursuant to section 5.2.1.2 to a Client whose is accepted into Self-Employment Services pursuant to section 5.2 (A) and who is participating in services under 5.2.2.
- (ii) The Contractor will consult with each Client to determine the specific topics listed in section 5.2.1.2 (iii) on which the Client needs instruction.
- (iii) The Contractor will provide instruction to a Client only on entrepreneurial topics that the Client has not already received instruction in under section 5.2.1.2.

5.2.2.3 Ongoing Coaching and Mentoring for Self-Employment – Part 2

- (i) The Contractor may provide coaching and mentoring Services on an as needed basis to any Client to whom the Contractor is providing Services under sections 5.2.2.1 or 5.2.2.2.
- (ii) The Contractor's coaching and mentoring Services will provide each Client with expert advice, support, guidance and feedback on creating strategies for successfully launching and implementing the Client's Self-Employment business.
- (iii) If, while the Contractor is providing coaching and mentoring Services to a Client, the Contractor or the Client determines that Self-Employment is no longer viable or appropriate for the Client, the Contractor will cease providing Self-Employment Services to the Client and assist and support the Client to revise the Client's Action Plan and develop viable alternate Employment Objectives.

5.2.3 Case Manager Responsibilities related to Self Employment Services

5.2.3.1 Case Manager Responsibilities – General

For any Client who meets the applicable Ministry Eligibility Requirements and is accepted into Self-Employment Services pursuant to section 5.2 (A), the Contractor will, in accordance with Ministry Policy:

- (i) Administer Financial Supports in accordance with section 3.1;
- (ii) Confirm Client progress and attendance in Self-Employment Services;
- (iii) Notify the Ministry, through ICM, of any BCEA Client who will be

launching a self-employment business while participating in Self-Employment Services;

- (iv) Participate in the Self-Employment Review Committee and:
 - a. If the Client's business plan is recommended and accepted pursuant to section 5.2.1.1 (v) and the Client proceeds to receive Services under section 5.2.2, continue to provide Financial Supports to the Client;
 - b. If the client's business plan is not recommended and accepted pursuant to section 5.2.1.1 (vi) and the Client does not proceed to receive Services under section 5.2.2, terminate the Financial Agreement and proceed pursuant to 5.2.1.1 (vi);
- (v) If the Contractor determines, in accordance with section 5.2.2.1 (vii), that the Client requires an adjustment or termination of Financial Supports, amend or terminate the Financial Agreement as applicable; and
- (vi) Fully document all progress, attendance, results, decisions and Financial Support changes in the Client File.

5.2.3.2 Amend Self-Employment Agreement

- (i) The Contractor will, in accordance with Ministry Policy, amend the Financial Agreement for a Client participating in Self-Employment Services:
 - (I) if,
 - a. The Client's financial needs or circumstances change,
 - b. The Client provides a reasonable rationale for the change,
 - c. The Client submits a revised application for Financial Supports or a written and signed request to have changes made to the Client's Financial Supports, and
 - d. The Contractor re-assesses the Client's financial needs in accordance with sections 2.3.1 and 2.3.2, and determines that an amendment to the Financial Supports is required; or
 - (II) pursuant to section 5.2.3.1 (V).
- (ii) If The Contractor determines that an amendment to a Client's Financial Supports is required, the Contractor will enter into revised Financial Agreement with the Client in accordance with section 2.4.4 and 3.1 and document the rationale for the change in Financial Supports in the Client File and attach supporting documentation

6.0 Specialized Assessments

- (A) If, during a Client's FNA, the Contractor determines that specific professional expertise is necessary to assess the Client's Employment Readiness or understand the Client's Service needs, the Contractor may conduct or obtain, in accordance with Ministry Policy and with the Client's agreement, any specialized assessment of the Client that is listed in sections 6.1 to 6.99.
- (B) Before the Contractor conducts or obtains a specialized assessment of a Client, the Contractor will review any available and relevant previous assessment of the Client and determine if it meets the Client's assessment need.
- (C) The Contractor will ensure that any specialized assessment the Contractor conducts or obtains is performed by a qualified and fully insured professional and administered objectively with consistent quality, reliability and relevance to the Client's Employment Readiness and Service needs.
- (D) The Contractor will attach a copy of any specialized assessment the Contractor conducts or obtains of a Client to the Client File and provide a copy to the Client.
- (E) The Contractor will ensure that any individual conducting an assessment listed in sections 6.1 to 6.8 and 6.10 meets the requirement described in paragraph (C) and holds any license or registration as may be required under the *Health Professions Act* (BC).

6.1 Neuropsychological Vocational Assessment

6.2 Vocational Psychological Assessment

6.3 Physical/Functional Work Capacity Assessment

6.4 Learning Disability Assessment

6.5 Speech and Language Assessment

6.6 Work Simulation Assessment

6.7 Audiological Assessment

6.8 Ergonomic Assessment

6.9 Assistive Technology Assessment

(A) The Contractor may conduct or obtain an assistive technology assessment of a Client that is necessary to determine how assistive technology can facilitate the Client's independence in training and Employment.

(B) The Contractor will ensure that any individual the Contractor retains to conduct an assistive technology assessment has extensive experience, knowledge and expertise in providing adaptive technology to individuals with a wide range of disability needs.

6.10 Medical Assessment

The Contractor may conduct or obtain a medical assessment or any other appropriate similar assessment of a Client who is a Person with Disabilities, if the Contractor is unable to assess and confirm the Client's specific disability-related needs based on observation, interviews, or other available information.

6.11 Prior Learning Assessment

The Contractor may conduct or obtain a prior learning assessment of a Client when necessary to fully assess the Client's prior learning for participation in labour market activities.

6.12 Foreign Credentialing

The Contractor may conduct or obtain a foreign credentialing assessment of a Client, if necessary to evaluate formal for-credit educational programs undertaken in another country.

6.99 Other Specialized Assessments

The Contractor may conduct or obtain another type of specialized assessment of a Client, if specialized professional expertise not attainable through in an assessment described in sections 6.1 to 6.12 is necessary to understand the Client's Employment Readiness or Service needs.

PART D - Performance Management

1.0 General

(A) The Contractor must meet any performance requirement described in this Schedule.

(B) The Province will:

- (a) At the Province's, sole discretion, monitor the Contractor's performance against any performance requirement described in this Schedule; and

- (b) Discuss the results of any such monitoring activities with the Contractor.
- (C) If the Contractor fails to meet any performance requirement the Contractor will
- (a) explain the performance deficiency to the Province's satisfaction,
 - (b) at the request of the Province, submit and implement a written plan acceptable to the Province for correcting and preventing a recurrence of the performance deficiency, and
 - (c) correct and prevent a recurrence of the performance deficiency, to the Province's satisfaction.
- (D) If the Contractor fails to correct or prevent a recurrence of the performance deficiency, to the satisfaction of the Province, the Province may at its sole discretion:
- (a) levy a financial Penalty against the Contractor of up to \$5,000.00; or
 - (b) declare the continuing or recurring performance deficiency to be an Event of Default for the purpose of paragraph 14.1 (a) of the Contract and will immediately notify the Contractor of the declaration.
- (E) If the Province levies a financial Penalty described in paragraph (D) against the Contractor and performance deficiency continues or recurs, the Province may declare the performance deficiency to be an Event of Default for the purpose of paragraph 14.1 (a) of the Contract and will immediately notify the Contractor of the declaration.

2.0 Client Access and Results

- (A) The Contractor will meet the performance standards for the key performance measures described in Table 1 respecting Clients' access to services and results.

Table 1: Key Performance Measures

No.	Measure	Performance Standard
1	Percentage of Clients in Tiers 1 and 2 that achieve Labour Market Attachment and maintain it for 24 weeks	TBD effective April 1, 2014
2	Percentage of Clients in Tiers 3 and 4 that achieve Labour Market Attachment and maintain it for 24 weeks	TBD effective April 1, 2014
3	Percentage of Clients in Tiers 3 and 4 that obtain a Community Attachment and return to the Program within 24 weeks at a higher level of Employment Readiness	TBD effective April 1, 2014
4	Percentage of Clients in Measure #3 that achieve and maintain Labour Market Attachment for 24 weeks	TBD effective April 1, 2014
5	Average time in the Program for Case Managed Clients prior to achieving a Client Outcome – by Client Tier	TBD effective April 1, 2014
6	Percentage of Clients completing long-term training that achieve Labour Market Attachment aligned with the training provided	TBD effective April 1, 2014
7	Percentage of Clients completing Self-Employment Services that are self-employed 24 weeks after completing services	TBD effective April 1, 2014
8	Percentage of Case Managed Clients from Specialized Populations	TBD effective April 1, 2014
9	Value of services provided to Specialized Populations	TBD effective April 1, 2014
10	Percentage of Case Managed Clients residing outside the Contractor's Catchment Area	5%

- (B) The Province will establish performance standards for measures 1 to 9 described in Table 1 before April 1, 2014 and after that date may change them from time to time. The Province will base these performance standards on data accumulated for each measure during the period April 2, 2012 to March 31, 2014. The Province will inform the Contractor of these performance standards through the Governance Structure. Effective April 1, 2014, the Contractor will meet these performance standards for the remainder of the Term and any Extension.

- (C) The Contractor will meet the performance standard for measure 10 described in Table 1 throughout the Term and any Extension.

3.0 Service Delivery and Service Quality Performance

- (A) For every calendar month of the Term and any Extension, the Province will monitor the Contractor's performance with respect to the key Client service delivery or service quality performance measures described in Table 2.

Table 2: Key Service Delivery Measures

No.	Measure	Performance Standard	Associated Service(s) (for determining Penalties)
11	Percentage of BCEA Referred Case Managed Clients that receive a timely initial Formal Needs Assessment meeting	80% of Case Managed Clients who are Ministry referred BCEA Clients receive their initial FNA meeting within 10 Business Days of their Case Management Referral Date	Part C, s. 2.2.1.1 (iv) (I)
12	Percentage of Case Managed non-BCEA Referred Clients in Client Tier 2, Client Tier 3 or Client Tier 4 that receive a timely initial Formal Needs Assessment meeting	80% of Case Managed Clients in Client Tier 2, Client Tier 3 or Client Tier 4 who are not Ministry referred BCEA Clients, and who have a PNA, receive their initial FNA meeting within 10 Business Days of their initial PNA meeting	Part C, s. 2.1.1, s. 2.2.1.1 (iv) (II)

13	Percentage of Case Managed Clients in Client Tier 1 that receive timely services or supports based on Client Tier 1 eligibility	80% of Case Managed Clients in Client Tier 1 receive their first Service or Financial Support within 5 Business Days of their initial PNA meeting	Part C, s. 2.1.1.1 (iv) (III)
14	Percentage of Case Managed Clients in Client Tier 2, Client Tier 3 or Client Tier 4 that have an Action Plan developed on a timely basis	80% of Case Managed Clients in Client Tier 2, Client Tier 3 or Client Tier 4 have completed their Formal Needs Assessment / Action Plan Development within 10 Business Days of the initial FNA meeting	Part C, s. 2.2.1.1 (iv) (IV)
15	Percentage of Case Managed Clients surveyed who are satisfied with the services received, as measured in a Ministry-sponsored secure feedback survey	85% of Clients completing the survey have responded that they are satisfied with the services received.	N/A

(B) At the end of each Fiscal Year, during the Term and any Extension, the Province will calculate the Contractor's average performance result for the Fiscal Year for each of measures 11 to 14 described in Table 2, by summing the Contractor's performance results for all calendar months of the Fiscal Year (calculated on the last day of each month) and dividing by 12.

(C) For the Fiscal Year April 1, 2014 to March 31, 2015 and each subsequent Fiscal Year, if the Contractor's average performance result for any of measures 11 to 14 is below the applicable performance standard described in Table 2, the Province will levy a financial Penalty against the Contractor. The Penalty will be equal to the difference between the Contractor's average performance results for the Fiscal Year and the applicable performance standard, multiplied by the total amount of fees the Province paid the Contractor for the associated Services for the Fiscal Year.

(D) For Fiscal Year April 1, 2014 to March 31, 2015 and each subsequent Fiscal Year, if the Contractor's average performance result for measure 15 is below the performance standard, at the request of the Province, the Contractor will submit and implement a written plan acceptable to the Province to correct and prevent a recurrence of the performance deficiency.

(E) If the Contractor fails to fully implement a written plan described in paragraph (D), or if the Contractor fully implements a written plan described in paragraph (D) and the performance

deficiency continues or recurs, that failure will be an Event of Default for the purpose of paragraph 14.1 (a) of the Contract.

4.0 Financial Performance

- (A) The Contractor is required to manage the cost of providing service and support to Case Managed Clients in accordance with the financial limits on fees for Services and Financial Supports described in Schedule B.
- (B) The Contractor is required to immediately notify the Province of any trends, events or unexpected occurrences of which the Contractor is aware and that may impact the Contractor's ability to provide required Services and Financial Supports to Clients for any Fiscal Year within the Annual Maximum, the Annual Maximum (Provincial) or the Annual Maximum (LMDA).

5.0 Revenue Flow-Through

- (A) For each Fiscal Year of the Term and any Extension, the Contractor will pay its Service Providers for Services delivered by them, no less than 25% of the total amount the Province pays the Contractor for:
 - (a) Fixed Operating Fees;
 - (b) Variable Service Fees;
 - (c) Fees for Internal Purchased Services; and
 - (d) Outcome Fees.
- (B) For each Fiscal Year of the Term and any Extension, the Contractor will demonstrate to the Province's satisfaction, supported by documentation as may be requested by the Province, that the Contractor's service delivery arrangements meet the revenue flow-through requirement described in paragraph (A).

SCHEDULE B - FEES and EXPENSES

INTERPRETATION

1. In this Schedule and in Schedule A, unless the context otherwise requires, the following definitions apply:
 - (a) **"Annual Maximum (LMDA)"** means the maximum amount that the Province is obligated to pay the Contractor under this Agreement for any Fiscal Year of the Term for the total of Variable Service Fees, Financial Supports and Purchased Services and Outcome Fees for Clients eligible for Program funds provided by the Government of Canada pursuant to the LMDA.
 - (b) **"Annual Maximum (Provincial)"** means the maximum amount that the Province is obligated to pay the Contractor under this Agreement for any Fiscal Year of the Term for the total of Variable Service Fees, Financial Supports and Purchased Services and Outcome Fees for Clients eligible for

Program funds provided by the Province.

- (c) **"Billing Period"** means a period from and including the 1st day of a calendar month to and including the last day of that calendar month.
- (d) **"Client Maximum – VSF"** with respect to any Client Tier means the maximum total VSF for any Case Managed Client in the Client Tier that the Province may pay the Contractor for the Term, as set out in Table 1 of this Schedule.
- (e) **"FSPS"** means a Financial Support, a Purchased Service or an Internal Purchased Service that a Service Provider delivers to a Client.
- (f) **"Fixed Costs"** mean the following operating costs:
 - (i) Rent or lease of facilities;
 - (ii) Amortized leasehold improvements;
 - (iii) Maintenance of facilities;
 - (iv) Utilities;
 - (v) Remuneration for a management team and client service representatives;
 - (vi) Basic furniture and equipment, including computers;
 - (vii) WorkSafeBC premiums;
 - (viii) Manuals;
 - (ix) Supplies;
 - (x) Costs of general administration, management and Client services that are not directly linked to the volume of Clients or services; and,
 - (xi) Costs to establish, develop, enhance, maintain, and manage necessary relationships and linkages with communities and employers in the Contractor's Catchment Area.
- (g) **"Fixed Operating Fee" or "FOF"** means the amount the Province will pay the Contractor for each Fiscal Year of the Term, to compensate the Contractor for:
 - (i) The Contractor's Fixed Costs to operate all service delivery channels – the Storefront, any Satellite Office, Itinerant Services, Outreach Services, and Remote Access Services – of the ESC and meet the service requirements of any potential volume of Clients;
 - (ii) The Contractor's costs to provide Self-Serve Services to any Client; and
 - (iii) The Contractor's costs to provide Case Managed Services by group based workshops to Clients in Client Tier 1.
- (h) **"Guaranteed VSF"** means an amount of Variable Service Fees that the Province guarantees the Province will pay the Contractor for each of eighteen (18) calendar months – April 2012 to March 2014.
- (i) **"Invoice"** means a written statement of account in a form satisfactory to the Province containing:
 - (i) The Contractor's legal name and address;
 - (ii) The date of the statement, and the Billing Period to which the statement pertains;
 - (iii) The Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all Services provided during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
 - (iv) A chronological listing, in reasonable detail, of any Financial Supports the Contractor claims for the Billing Period with receipts attached, if

- applicable;
 - (v) The Contractor's calculation of any applicable taxes payable by the Province in relation to the Services and Financial Supports for the Billing Period;
 - (vi) A description of this Agreement;
 - (vii) A statement number for identification; and,
 - (viii) Any other billing information reasonably requested by the Province.
- (j) **"Outcome Fee"** means a bonus payment the Province will pay the Contractor by calendar month on a per client basis for any Client Tier if Case Managed Clients in the Client Tier achieve Sustainable Labour Market Attachment quickly.
- (k) **"Pre-Attachment Period"** with respect to any Case Managed Client who achieves Sustainable Labour Market Attachment means the length of time in months the Client received Services or Financial Supports before achieving Sustainable Labour Market Attachment.
- (l) **"Quarter"** means each of the periods:
- (i) January 1 to March 31;
 - (ii) April 1 to June 30;
 - (iii) July 1 to September 30; and
 - (iv) October 1 to December 31, of any calendar year.
- (m) **"Variable Service Fee" or "VSF"** means a fee that may vary among Client Tiers that the Province pays the Contractor in accordance with Table 2 as compensation for providing specific Case Management, Case Managed Services, Training, Self-Employment Services or Special Assessments to Case Managed Clients or services under Part C, section 1.2 of Schedule A to Non-Case Managed Apprentices.

MAXIMUM AMOUNTS

2. Notwithstanding any other provision of this Schedule, the Annual Maximum that the Province is obligated to pay the Contractor under this Agreement for each Fiscal Year of the Term for total Fixed Operating Fees, Variable Service Fees, Financial Supports and Purchased Services, and Outcome Fees (all exclusive of applicable taxes) is \$13,287,000.00.
3. Notwithstanding any other provision of this Schedule, the Annual Maximum (Provincial) that the Province is obligated to pay the Contractor under this Agreement for each Fiscal Year of the Term is \$2,983,000.00.
4. Notwithstanding any other provision of this Schedule, the Annual Maximum (LMDA) that the Province is obligated to pay the Contractor under this Agreement is:
 - (A) \$8,252,695.00 for the Fiscal Year April 1, 2012 to March 31 2013; and
 - (B) \$8,053,390.00 for each subsequent Fiscal Year of the Term commencing with April 1, 2013.
5. Notwithstanding any other provision of this Schedule, the Contract Maximum the

Province is obligated to pay the Contractor under this Agreement for the Term for total Fixed Operating Fees, Variable Service Fees, Financial Supports and Purchased Services, and Outcome Fees (all exclusive of applicable taxes) is \$66,435,000.00.

FEES AND EXPENSES

General

6. The Province may make three types of payments to the Contractor depending on the type of service or support that the Contractor provides to or for Clients:
 - (A) Fixed Operating Fee;
 - (B) Variable Service Fee; and,
 - (C) Financial Support or Purchased Service.
7. The Province will make a fourth type of payment to the Contractor – an Outcome Fee – if Case Managed Clients meet specific Labour Market Attachment targets.
8. The Province will pay the Contractor for specific Services and Financial Supports it provides to Clients under this Agreement in accordance with Tables 1 and 2 below.
 - 8.1 The Contractor must provide all Services and Financial Supports in accordance with and as described in Schedule A. The Province will not pay any separate or additional compensation or remuneration to the Contractor for providing any service described in any section, subsection, paragraph, subparagraph or clause in Schedule A that does not have a corresponding Service ID listed in Table 2. The Contractor's compensation or remuneration for providing any such service is included in the fees set out in Table 2 for Services and Financial Supports that have a corresponding Service ID.
9. The Province will not pay the Contractor any administrative fee, management fee, mark-up or similar fee for providing or delivering Services or Financial Supports to or for Clients.
10. If the Contractor Renews an Action Plan for a Client pursuant to Schedule A, Part C, section 2.4.1 (12) (vi), all fees for Services and expenses for Financial Supports or Purchased Services provided to or for the Client after the Contractor Renews the existing Action Plan or develops the new Action plan, as applicable, are deemed to be for a new and separate Client for the purpose of calculating or applying any Client Maximum – VSF.

Fixed Operating Fee

11. Notwithstanding any other provision of this Schedule, the Province is obligated to pay the Contractor the following Fixed Operating Fees (exclusive of applicable taxes) under this Agreement:
 - (A) \$2,051,304.96 for the Fiscal Year April 1, 2012 to March 31, 2013; and
 - (B) \$2,250,609.96 for each subsequent Fiscal Year of the Term commencing with April 1, 2013.

12. The Province will pay the Contractor the FOF as follows:
 - (A) \$154,333.33 on the first day of each calendar month commencing with April 2012 and ending with September 2012; and
 - (B) \$187,550.83 on the first day of each subsequent calendar month of the Term commencing with October 2012.
13. If the Contractor provides any Case Managed Client in Client Tier 1 with any Case-Managed Service described in Service IDs 3.4.5 to 3.4.9 of Table 2 by way of individual employment counseling or support sessions, the Province will pay the Contractor a VSF for such a service, in addition to paying the FOF.

Variable Service Fees

14. Subject to section 15, the Province will pay Variable Service Fees to the Contractor in accordance with the rates set out for each Client Tier in Table 2 of this Schedule, plus any applicable taxes.
15. The Province will not pay the Contractor any invoiced Variable Service Fee, if paying it would exceed the applicable Client Maximum – VSF.
16. If the Contractor provides any Case Managed Client in Client Tier 1 with any Case-Managed Service described in Service IDs 3.2.1.1 to 3.2.6.99 of Table 2.3 by way of individual employment counseling or support sessions, the Province will pay the Contractor a VSF or FSPS for such a service, in addition to paying the FOF.
17. The Contractor will ensure that any VSF it invoices the Province for a Client attending an ESS (Provincial Funds) Workshop is attributed against the Annual Maximum (Provincial).
18. If the Contractor delivers any Internal Purchased Service to a Client directly itself, the Contractor may invoice the Ministry for the Internal Purchased Service as a VSF or a FSPS. If the Contractor invoices the Internal Purchased Service as a VSF, the amount must be included as a VSF for the purposes of applying the applicable Client Maximum – VSF.

Expenses – Financial Supports and Purchased Services

19. The only expenses for which the Province will reimburse the Contractor under this Agreement are Financial Supports and Purchased Services.
20. Subject to section 22, the Province will reimburse the Contractor for any FSPS, except an FSPS for a Purchased Service described in Table 2.4, Service IDs 4.2.1 to 4.2.6, the lower of
 - (A) the Contractor's actual cost,
 - (B) any rate set by Ministry Policy, and
 - (C) any rate set out in Table 2,
 plus any applicable tax.

- 20.1 Subject to section 22, the Province will reimburse the Contractor for any FSPS for a Purchased Service described in Table 2, Service IDs 4.2.1 to 4.2.6, the lower of
- (A) the Contractor's actual cost, and
 - (B) any rate set by Ministry Policy,
- plus any applicable tax.
21. At the Contractor's request, the Province will pay to the Contractor on the first day of any calendar month of the Term, an advance for FSPS equal to the total FSPS that the Contractor reasonably forecasts it will incur for Clients in that calendar month. If the Province pays the Contractor such an advance for a calendar month, the Province will reconcile the actual total FSPS the Contractor incurs for Clients in that calendar month and the advance. The Province may adjust the amount of an advance for FSPS the Province pays to the Contractor for any calendar month if the Contractor's forecast for FSPS for the previous month was greater than the actual total FSPS it incurred for Clients that month.
22. Any advance of FSPS that the Province pays the Contractor for a calendar month that exceeds the actual total FSPS the Contractor provides to or for Clients for the calendar month is a debt due to government of the Province that the Contractor must repay to the Province on demand and which the Province may set off against any FSPS, VSF, FOF or Outcome Fee that the Province subsequently becomes obligated to pay the Contractor, or recover from the Contractor by any other means available to the Province at law or in equity.

Outcome Fees

23. The Province will pay the Contractor an Outcome Fee for a calendar month, in accordance with Table 2 below, if the average Pre- Attachment Period for Clients who achieve Sustainable Labour Market Attachment in the calendar month is as follows:
- (A) For Client Tier 1, no more than 6 months;
 - (B) For Client Tier 2, no more than 9 months;
 - (C) For Client Tier 3, no more than 12 months; and,
 - (D) For Client Tier 4, no more than 18 months.
24. The time during which a Client receives Self-Employment Services or training that exceeds five days, or participates in any paid or unpaid work placement, is excluded from calculating any Pre-Attachment Period for the Client.
25. During the final Fiscal Year of the Term, for the purpose of calculating an Outcome Fee, the Province will deem a Client to achieve Sustainable Labour Market Attachment, if the Client:
- (A) Achieves Labour Market Attachment;
 - (B) Maintains Labour Market Attachment continuously until the end of the Term, which must be no less than 24 weeks after achieving Labour Market Attachment;
 - (C) Receives no Program Services or Financial Supports as a Case Managed Client during the period between 24 weeks after achieving Labour Market Attachment and the end of the Term; and,
 - (D) Receives no BCEA assistance between achieving Labour Market Attachment and the end of the Term.

26. The Province will pay the Contractor any Outcome Fee for a calendar month at the end of the 13th calendar month after the calendar month. The Province will not pay the Contractor any Outcome Fee for a calendar month until the Province is able to determine the number of Clients that achieved Sustainable Labour Market Attachment in that calendar month.
27. For the purpose of calculating an Outcome Fee:
- (A) Any Transitioning Client will be included only if the Transitioning Client achieves Sustainable Labour Market Attachment after April 1, 2012;
 - (B) The applicable Client Tier for any Transitioning Client will be the Client Tier that you determine for the Client; and,
 - (C) The Pre-Attachment Period for a Transitioning Client includes the period of time the Client received Services or Financial Supports from any Legacy Program service provider.

GUARANTEED FEES

28. For each of the calendar months April 2012 to March 2014, the Province will pay the Contractor a minimum Guaranteed VSF of \$333,012.00, regardless of the number of Case Managed Clients the Contractor serves in any of those months. The Province will pay the Guaranteed VSF in advance on the first day of each of the months of April 2012 to March 2014. Even though the Province pays the Contractor a Guaranteed VSF for a calendar month, the Contractor will deliver an Invoice to the Province, in accordance with section 34 for the calendar month.

INVOICES and PAYMENTS

29. The Province is obligated to pay the Contractor any FOF, VSF, FSPS or Outcome Fees pursuant to this Schedule, only if the Contractor complies with the Agreement, including any applicable Performance Standard, and provides the Services or Financial Supports to the Province's satisfaction.
30. The Province is obligated to pay the Contractor for any Service or Financial Support the Contractor provides to or for any Client, only if the Contractor fully documents the Service or Financial Support, including in the Client File, in accordance with Ministry Policy.
31. To obtain payment of any fees and expenses under the Agreement, at the end of each Billing Period from April 1, 2012 to the end of the Term, the Contractor must deliver an Invoice to the Province for the Services and Financial Supports the Contractor provides to or for Clients in that Billing Period.
32. The Contractor will not invoice the Province for any VSF for any Client the Contractor accepts into Case Management until the Contractor determines the Client's Client Tier.
33. Subject to sections 32 and 37 to 39, within thirty (30) days of the Province's receipt of an Invoice from the Contractor delivered in accordance with this Schedule, the Province will pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the

Invoice, if they are in accordance with this Schedule.

34. The Province may choose to pay any invoice from the Contractor only after the Province confirms that the Contractor has completed the Services and provided the Financial Supports billed in the Invoice to the Province's satisfaction and that the information provided in the Invoice regarding the Services and Financial Supports is consistent with any information related to those Services and Financial Supports the Contractor records in any Client File, or elsewhere in accordance with Ministry Policy.
35. If the Province pays an Invoice and then subsequently discovers that,
 - (a) the Contractor did not provide all of the Services or Financial Supports billed in that Invoice to the Province's satisfaction,
 - (b) the information provided in the Invoice about the Services or Financial Supports billed in that Invoice is not consistent with information related to those Services and Financial Supports recorded in any Client File, or
 - (c) the Contractor cannot produce records satisfactory to the Province confirming that the Contractor provided Clients with all of the Services and Financial Supports billed in that Invoice,
 the Province may withhold from payment of any subsequent Invoice an amount equal to the amount billed in the first Invoice for the Services and Financial Supports in question until the Contractor provides those Services and Financial Supports to the Province's satisfaction or produces information or records satisfactory to the Province confirming that the Contractor provided those Services and Financial Supports. Alternatively, the Contractor may adjust the first Invoice to remove the Services or Financial Supports in question, or reduce a subsequent Invoice by an amount equal to the amount billed in the first Invoice for those Services or Financial Supports.
36. If for any reason, the Province pays the Contractor any amount that exceeds an obligation the Province has under sections 2 to 5, 11, 13, 14, 21 or 26, the amount is a debt due to the Province that the Contractor must repay to the Province on demand and which the Province may set off against any FSPS, VSF, FOF or Outcome Fee that the Province subsequently becomes obligated to pay the Contractor or recover from the Contractor by any other means available to the Province at law or in equity.

PAYMENT TABLES**Table 1: Client Maximums**

	Client Tier 1	Client Tier 2	Client Tier 3	Client Tier 4
Variable Service Fees				
Client Maximum – VSF	\$1,050	\$7,005	\$8,215	\$9,310
Financial Supports and Purchased Services				
Maximum FSPS Levels	Per Ministry Policy	Per Ministry Policy	Per Ministry Policy	Per Ministry Policy

Table 2: Services and Supports

Service ID	Service	Payment Type	UNIT PRICE ^{6 and 7}				Repeat-ability (Maximum Billing) ¹
			Tier 1	Tier 2	Tier 3	Tier 4	
L1	Self-Serve Services						
	Orientation and Screening	FOF					
	Staffed Self-Serve Resource Area						
	Establish or Confirm Unique Identifier						
	Access to Information on Job Opportunities						
	Directory of Community Services						
	Employment Resource Materials						
	Equipment to Assist in Job Searching						
	Labour Market Information						
	Self-Serve Assessment Tools						
	Employment Focused Workshops						
	Translation and Interpretation Services						

1.2	Non-Case Managed Apprentice Services						
1.2.1	Non-Case Managed Apprentice Application ²	VSF	\$55				5 per Apprenticeship
1.2.2	Non-Case Managed Apprentice attending Training Out of Province ²	VSF	\$115				5 per Apprenticeship
2.1	Preliminary Needs Assessment						
2.1.1	Preliminary Needs Assessment	VSF	\$80	\$80	\$80	\$80	3 per Client Action Plan
2.2	Case Management						
2.2.1	Formal Needs Assessment and Action Plan Development						
2.2.1.1	Formal Needs Assessment and Action Plan Development ³	VSF	N/A	\$165	\$210	\$255	1 per Client Action Plan
2.2.1.2	Renewing an Action Plan ³	VSF	N/A	\$100	\$125	\$150	
2.2.2	Administer and Interpret Additional Assessments						
2.2.2.1	Career Assessment(s)	VSF	N/A	\$100	\$120	\$140	2 per Client Action Plan
2.2.2.2	General Skills Assessment(s)	VSF	N/A	\$80	\$100	\$120	2 per Client Action Plan
2.2.2.3	Evaluation of Self-Assessment(s)	VSF	N/A	\$60	\$80	\$100	2 per Client Action Plan
2.2.2.4	Determine Need for and Make Referral to Specialized Assessment(s)	VSF	N/A	\$125	\$150	\$175	2 per Client Action Plan
2.2.2.5	Disability-Related Employment Needs Assessment	FSPS / VSF	N/A	\$100	\$140	\$175	2 per Client Action Plan
2.2.2.99	Other types of Assessments	VSF	N/A	\$85	\$100	\$115	2 per Client Action Plan
2.2.3	Client Case Transfers						
2.2.3.1	Receive a Transferred Case from a Different Catchment ⁴	VSF	\$60	\$75	\$90	\$105	No Maximum
2.2.3.2	Transfer a Case to a Different Catchment ⁴	VSF	\$30	\$30	\$40	\$45	No Maximum

2.2.4	Monitor Client Progress						
2.2.4.1	Ongoing Case Management	VSF	N/A	\$270	\$370	\$470	1 per Client Action Plan
2.2.5	Other Services						
2.2.5.1	Language Interpretation Services	FSPS	N/A				
2.2.5.2	Personal Counselling for Employment Readiness	FSPS / VSF	N/A	\$110	\$110	\$110	10 per Client Action Plan
2.2.6	Follow-Up						
2.2.6.1	Week 4 Follow Up ⁵	VSF	N/A	\$15	\$25	\$35	2 per Client Action Plan
2.2.6.2	Week 12 Follow Up ⁵	VSF	\$15	\$15	\$25	\$35	2 per Client Action Plan
2.2.6.3	Week 24 Follow Up ⁵	VSF	N/A	\$25	\$35	\$45	2 per Client Action Plan
2.2.6.4	Job Coaching	FSPS / VSF	N/A	\$670	\$720	\$870	3 per Client Action Plan
2.2.6.5	Job Maintenance or Retention Services – Job Development or Customized Employment 1–36 Weeks	FSPS / VSF	N/A	\$620	\$660	\$745	2 per Client Action Plan
2.2.6.6	Job Maintenance or Retention Services – Job Development or Customized Employment 37– 48 Weeks	FSPS / VSF	N/A	\$200	\$200	\$200	2 per Client Action Plan

3.1 Financial Supports							
3.1.1	Living Supports	FSPS	N/A				
3.1.2	Transportation Supports	FSPS					
3.1.3	Dependent Care	FSPS					
3.1.4	Essential Work Clothing Support	FSPS					
3.1.5	Essential Work Supplies, Tools or Equipment	FSPS					
3.1.6	Books and Supplies Required for Course(s)	FSPS	N/A				
3.1.7	Tuition	FSPS	N/A				
3.1.8	Other Incidental Training-related Costs and Fees	FSPS	N/A				
3.1.9	Personal Grooming and Hygiene	FSPS					
3.1.10	Food	FSPS	N/A				
3.1.11	Licences	FSPS					
3.1.13	Wage Subsidy Work Experience Placements – Employer Payments	FSPS	N/A				
3.1.14 Disability Related Costs							
3.1.14.1	Assistive Devices, Equipment or Technology	FSPS	N/A				
3.1.14.2	Workplace Access or Modifications	FSPS	N/A				
3.1.99 Other Financial Supports							
3.1.99	Other Financial Supports	FSPS	N/A				

3.4.1	ESS Bundle 1 Topic (Individual Delivery to 1 Client)	VSF	\$40	\$40	\$40	\$40	Maximum number of ESS Topics are per Client Action Plan, and will be defined in Policy
3.4.2	ESS Bundle 2 Topics (Individual Delivery to 1 Client)	VSF	\$80	\$80	\$80	\$80	
3.4.3	ESS Bundle 3 Topics (Individual Delivery to 1 Client)	VSF	\$120	\$120	\$120	\$120	
3.4.4	ESS Bundle 4 Topics (Individual Delivery to 1 Client)	VSF	\$160	\$160	\$160	\$160	
3.4.5	ESS Bundle 1 Topic (Group Delivery to 2 or More Clients)	VSF / FOF	FOF	\$20	\$20	\$20	
3.4.6	ESS Bundle 2 Topics (Group Delivery to 2 or More Clients)	VSF / FOF	FOF	\$40	\$40	\$40	
3.4.7	ESS Bundle 3 Topics (Group Delivery to 2 or More Clients)	VSF / FOF	FOF	\$60	\$60	\$60	
3.4.8	ESS Bundle 4 Topics (Group Delivery to 2 or More Clients)	VSF / FOF	FOF	\$80	\$80	\$80	
3.4.9	ESS Administration	VSF	\$30	\$60	\$90	\$120	1 per Client Action Plan
3.5.1 Placement Support - Job Development							
3.5.1.1	Placement Support - Job Development: Part I	FSPS / VSF	N/A	\$330	\$350	\$450	2 per Client Action Plan
3.5.1.2	Placement Support - Job Development: Part II	FSPS / VSF	N/A	\$195	\$205	\$235	2 per Client Action Plan
3.5.2 Placement Support - Customized Employment Services							
3.5.2.1	Discovery/ Employment Profile Service	FSPS / VSF	N/A	\$740	\$790	\$990	1 per Client Action Plan
3.5.2.2	Placement Support - Customized Employment Development: Part I	FSPS / VSF	N/A	\$480	\$510	\$650	2 per Client Action Plan
3.5.2.3	Placement Support - Customized Employment Development: Part II	FSPS / VSF	N/A	\$170	\$185	\$225	2 per Client Action Plan
3.5.3 Placement Support - Unpaid Work Experience							
3.5.3.1	Placement Support - Unpaid Work Experience: Pre-placement/Agreement	FSPS / VSF	N/A	\$275	\$350	\$425	3 per Client Action Plan
3.5.3.3	Placement Support - Unpaid Work Experience: Monitor/Close out	FSPS / VSF	N/A	\$185	\$225	\$260	3 per Client Action Plan
3.5.3.4	Placement Support - Unpaid Work Experience: Amend Agreement	FSPS / VSF	N/A	\$75	\$75	\$75	3 per Client Action Plan

3.5.4	Placement Support – Wage Subsidy Work Experience						
3.5.4.1	Placement Support – Wage Subsidy: Pre-placement	VSF	N/A	\$160	\$185	\$210	2 per Client Action Plan
3.5.4.2	Placement Support – Wage Subsidy: Agreement	VSF	N/A	\$180	\$180	\$180	2 per Client Action Plan
3.5.4.3	Placement Support – Wage Subsidy: Monitor/Close out	VSF	N/A	\$340	\$340	\$340	2 per Client Action Plan
3.5.4.4	Placement Support – Wage Subsidy: Amend Agreement	VSF	N/A	\$75	\$75	\$75	2 per Client Action Plan
3.5.5	Placement Support – Job Creation Partnerships Projects						
3.5.5.1	Placement Support – Job Creation Partnerships: Pre-Placement/Agreement	VSF	N/A	\$190	\$215	\$240	2 per Client Action Plan
3.5.5.3	Placement Support – Job Creation Partnerships: Monitor/Close out	VSF	N/A	\$290	\$315	\$340	2 per Client Action Plan
3.5.5.4	Placement Support – Job Creation Partnerships: Amend Agreement	VSF	N/A	\$75	\$75	\$75	2 per Client Action Plan
4.1	Training Services						
4.1.1	Skills Training – Occupational Skills						
4.1.1.1	Skills Training: Pre-Application	VSF	N/A	\$285	\$315	\$345	1 per Client Action Plan
4.1.1.2	Skills Training: Application/Agreement	VSF	N/A	\$130	\$155	\$245	1 per Client Action Plan
4.1.1.3	Skills Training: Monitor/Close out	VSF	N/A	\$270	\$295	\$320	1 per Client Action Plan
4.1.2	Skills Training – Feepayer						
4.1.2.1	Skills Training – Feepayer: Application/Agreement	VSF	N/A	\$230	\$260	\$290	1 per Client Action Plan
4.1.2.3	Skills Training – Feepayer: Monitor/Close out	VSF	N/A	\$150	\$170	\$190	1 per Client Action Plan
4.1.3	Skills Training – Case Managed Apprentices						
4.1.3.1	Skills Training – Case Managed Apprentices: Application/Agreement	VSF	N/A	\$270	\$320	\$370	1 per Client Action Plan
4.1.3.3	Skills Training – Case Managed Apprentices: Monitor/Close out	VSF	N/A	\$150	\$190	\$230	1 per Client Action Plan

4.1.4	Skills Training - Basic and Essential Skills						
4.1.4.1	Skills Training - Basic and Essential Skills: Application/Agreement	VSF	N/A	\$325	\$325	\$325	3 per Client Action Plan
4.1.4.3	Skills Training - Basic and Essential Skills: Monitor/Close out	VSF	N/A	\$160	\$230	\$300	3 per Client Action Plan
4.1.5	Skills Training - Amendments						
4.1.5.1	Skills Training: Amend Agreement or Renew Multi-Year Training Agreement (all Training types)	VSF	N/A	\$100	\$100	\$100	No Maximum
4.2	Training - Short-Term Orientation and Certificate Courses						
4.2.1	Workplace Hazardous Materials Information System (WHMIS)	FSPS / VSF	\$115	\$125	\$135	\$145	2 per Client Action Plan
4.2.2	Emergency First Aid	FSPS / VSF	\$115	\$125	\$135	\$145	2 per Client Action Plan
4.2.3	SuperHost	FSPS / VSF	\$95	\$105	\$115	\$125	2 per Client Action Plan
4.2.4	Serving It Right	FSPS / VSF	\$100	\$110	\$120	\$130	2 per Client Action Plan
4.2.5	FoodSafe	FSPS / VSF	\$115	\$125	\$135	\$145	2 per Client Action Plan
4.2.6	Basic Computer Training	FSPS / VSF	\$115	\$125	\$135	\$145	2 per Client Action Plan
4.2.98	Administration for Short-Term Orientation and Certificate Training Services	VSF	\$30	\$30	\$30	\$30	No Maximum
4.2.99	Other STOC Training	FSPS					No Maximum
5.0	Self-Employment - Orientation and Assessment and Self-Employment Services						
5.1	Self-Employment - Orientation and Assessment Services						
5.1.1	Mandatory Self-Employment Orientation and Assessment Workshop	VSF	N/A	\$325	\$325	\$325	1 per Client Action Plan
5.1.2	Client Assessment (Self Employment Orientation)	VSF	N/A	\$120	\$150	\$180	1 per Client Action Plan
5.1.3	Business Concept Development and Acceptance	VSF	N/A	\$300	\$300	\$300	1 per Client Action Plan
5.1.4	Case Manager Responsibilities related to Self Employment Orientation and Assessment	VSF	N/A	\$300	\$300	\$300	1 per Client Action Plan

H/A

5.2	Self Employment Services						
5.2.1	Business Plan Development						
5.2.1.1	Business Plan Development	FSPS / VSF	N/A	\$835	\$835	\$860	1 per Client Action Plan
5.2.1.2	Entrepreneurial Workshops for Self Employment: Part 1	FSPS / VSF	N/A	\$700	\$700	\$750	1 per Client Action Plan
5.2.1.3	Ongoing Coaching and Mentoring for Self Employment: Part 1	FSPS / VSF	N/A	\$575	\$575	\$575	1 per Client Action Plan
5.2.2	Business Launch and Implementation						
5.2.2.1	Business Launch and Implementation	FSPS / VSF	N/A	\$500	\$590	\$680	1 per Client Action Plan
5.2.2.2	Entrepreneurial Workshops for Self Employment: Part 2	FSPS / VSF	N/A	\$350	\$350	\$350	1 per Client Action Plan
5.2.2.3	Ongoing Coaching and Mentoring for Self Employment: Part 2	FSPS / VSF	N/A	\$460	\$540	\$540	1 per Client Action Plan
5.2.3	Case Manager responsibilities for Self Employment Orientation and Self Employment						
5.2.3.1	Case Manager Responsibilities related to Self Employment Services	VSF	N/A	\$210	\$210	\$210	1 per Client Action Plan
5.2.3.2	Amend Self Employment Agreement	VSF	N/A	\$75	\$75	\$75	1 per Client Action Plan

6.1	Neuropsychological Vocational Assessment	FSPS	N/A				
6.2	Vocational Psychological Assessment	FSPS	N/A				
6.3	Physical/Functional Work Capacity Assessment	FSPS	N/A				
6.4	Learning Disability Assessment	FSPS	N/A				
6.5	Speech and Language Assessment	FSPS	N/A				
6.6	Work Simulation Assessment	FSPS	N/A				
6.7	Audiological Assessment	FSPS	N/A				
6.8	Ergonomic Assessment	FSPS	N/A				
6.9	Assistive Technology Assessment	FSPS	N/A				
6.10	Medical Assessment	FSPS	N/A				
6.11	Prior Learning Assessment	FSPS	N/A				
6.12	Foreign Credentialing	FSPS	N/A				
6.99	Other Specialized Assessments	FSPS	N/A				

Notes:

- 1 Repeatability (Maximum Billing). Pursuant to Schedule A, no Services or Financial Supports may be repeated unless clearly necessary, which the Contractor must rationalize and fully document in the Client File. Any repeated Services or Financial Supports must be provided in accordance with Ministry Policy and must not exceed the maximum repeatability specified in the Payment Table.
- 2 Non-Case Managed Apprentices Services 1.2.1 and 1.2.2 are associated with Tier 0 in ICM. Tier 0 is not included in the Payment Tables. These services will be billed at the price reflected in the Payment Table.
- 3 Only one of VSF Services 2.2.1.1 or 2.2.1.2 is permitted for billing within a single Client Action Plan. Both services include Formal Needs Assessment / Action Plan Development services; the difference being that 2.2.1.2 is billed only when a Client meets the criteria for a subsequent Renewed Client Action Plan, as not all activities are repeated.
- 4 2.2.3.1 and 2.2.3.2 VSF services are also available for Clients in Tier 0, who are Non-Case Managed (e.g. Non-Case Managed Apprentices). This is not reflected in the Payment Table above. The price for Tier 0 service is equal to the price for the Tier 1 service.
- 5 The Payment Table for Services 2.2.6.1, 2.2.6.2, and 2.2.6.3 indicate a maximum repeatability of 2 billings per Client Action Plan. For Clients in Client Tiers 2, 3 and 4, there is flexibility to which VSFs are permitted to be repeated (e.g. where a Client achieves a Community Attachment Outcome prior to achieving Labour Market Attachment or in circumstances where a Client who achieves Labour Market Attachment loses a job). The flexibility allows for up to a maximum of 6 instances of the 3 VSFs available for billing, regardless of how many instances for any single VSF. For Clients in Client Tier 1, only Service 2.2.6.2 is available up to a maximum of 2 services.
- 6 Client Tier Unit prices in the Payment Table above, that specify "N/A," indicate that Clients in that Client Tier are ineligible for the Service or Support.
- 7 Client Tier Unit prices in the Payment Table above that are shaded in grey without an "N/A," or a specific fee amount, indicate that the service or support is available only as an FSPS. FSPS parameters are defined in Ministry Policy.

SCHEDULE C***APPROVED SERVICE PROVIDERS***

- BOWMAN EMPLOYMENT SERVICES INC.
- COMMUNITY FUTURES CENTRAL OKANAGAN
- PARTNERS IN RESOURCES INC

SCHEDULE D

INSURANCE

Master Insurance Program

1. For all the Services provided by the Contractor under this Agreement to which the Province in its sole discretion determines the Province's Master Insurance Program applies, the Province will purchase and maintain Master Insurance Program (Commercial General Liability) insurance in the amount of \$2,000,000 inclusive per occurrence against bodily injury and property damage arising out of the Contractor's performance of those Services.
2. The Contractor will be responsible for and pay any deductible under the insurance policy described in section 1.
3. The Province will insure that the insurer provides the Contractor with a Certificate of Insurance for and a copy of the insurance policy described in section 1.
4. The Province will take reasonable steps to ensure that the insurance coverage described in section 1 is continuous for the duration of this Agreement but the Province does not accept responsibility for providing insurance coverage in the event the insurance described in section 1 is cancelled or reduced by the insurer.
5. The Province does not represent or warrant that the insurance policy described in section 1 provides insurance coverage for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage of the Master Insurance Program policy as well as any and all terms and conditions of the policy.

Alternate Commercial General Liability Insurance

6. Notwithstanding the Province's option at the Province's sole discretion to provide the insurance described in section 1, if at any time during the Term the Province does not provide Master Insurance Program insurance, the Contractor must, without limiting its obligation or liabilities and at its own expense, purchase and maintain throughout the Term the following insurance with an insurer licensed in Canada in form and amount acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - (i) include the Province as an additional insured;
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change; and
 - (iii) include a cross liability clause.

Additional Insurance

7. Whether section 1 or section 6 applies to this Agreement, the Contractor must, without limiting its obligation or liabilities and at its own expense, purchase and maintain throughout the term of this Agreement the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province;
 - (a) Automobile Liability on all vehicles owned, leased, operated or licensed by the Contractor that the Contractor uses in providing the Services in an amount not less than \$2,000,000 per occurrence.

General

8. All insurance described in sections 6 and 7 must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
9. The Contractor must provide the Province with evidence of all insurance required under sections 6 and 7 as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance and where applicable, an ICBC Confirmation of Insurance Coverage (APV-47) form;
 - (b) if any required insurance polic(ies) expire before the end of the Term of this Agreement, the Contractor must provide within 10 working days of expiration, evidence of new or renewal polic(ies) of all expired insurance in the form of a completed Province of British Columbia Certificate of Insurance and where applicable, an ICBC Confirmation of Insurance Coverage (APV-47) form; and
 - (c) despite paragraph (a) or (b), if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
10. The Contractor will provide, maintain and pay for, any additional insurance it is required by law to carry, or that the Contractor, in its sole discretion, considers necessary to cover risks not otherwise covered by insurance specified in this Schedule.

SCHEDULE E

PRIVACY PROTECTION SCHEDULE

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; and,

- (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.

HL

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 disclosure,
- the 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 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 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 Service Provider or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such Service Providers 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 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 the 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 of Canada unless such contravention is required to comply with the Act.

SCHEDULE F
ADDITIONAL TERMS

Not Applicable

SCHEDULE G

SECURITY

Definitions

1. In this Schedule,
 - (a) **"Equipment"** means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
 - (b) **"Facilities"** means any facilities at which the Contractor provides or is to provide the Services;
 - (c) **"Record"** means a "record" as defined in the *Interpretation Act* (British Columbia);
 - (d) **"Security Guidelines"** means the "Information Security Guidelines for Service Providers", as may be modified from time to time, that are published by the Ministry
 - (e) **"Sensitive Information"** means:
 - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act* (British Columbia), or
 - (ii) Any other Information specified as "Sensitive Information" in Appendix G6, if attached; and,
 - (f) **"Services Worker"** means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include:
 - (i) The Contractor or a Service Provider if an individual, or
 - (ii) An employee or volunteer of the Contractor or of a Service Provider.

Schedule contains additional obligations

2. (1) The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the Schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.
- (2) The Contractor must comply with the Security Guidelines.

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor or undertaking of confidentiality, in a form designated by the Province, which may be the form attached as Appendix G7, regarding the use, publication, disclosure and confidentiality of the Information.

Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is

satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) Their access to Sensitive Information; and,
 - (b) Other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
 - (a) Protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and,
 - (b) Limit access to Facilities and Equipment of the Contractor
 - (i) Being used by the Contractor to provide the Services; or,
 - (ii) That may be used by someone to access information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

9. The Contractor must:
 - (a) Create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and,
 - (b) Comply with the information access control requirements set out in Appendix G3, if attached.

Integrity of Information

10. The Contractor must:
 - (a) Create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and,
 - (b) Comply with the information integrity requirements set out in Appendix G4, if attached.

11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
- (a) Remained as complete as when it was acquired or accessed by the Contractor; and,
 - (b) Not been altered in any material respect.

Documentation of changes to processes

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

Notice of security breaches

13. If Contractor becomes aware that:
- (a) Unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or,
 - (b) Unauthorized access to Facilities or Equipment
- has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Retention of Records

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Storage of Records

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

Audit

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
- (a) Any Records in the possession of the Contractor containing Information; or,
 - (b) Any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with

this Schedule and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

Termination of Agreement

18. 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

19. In this Schedule, unless otherwise specified:
 - (a) References to sections are to sections of this Schedule; and,
 - (b) References to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any Service Provider retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such Service Providers comply with this Schedule.
21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
 - (a) A provision of the Agreement, this Schedule or an appendix attached to this Schedule; and,
 - (b) A documented process required by this Schedule to be created or maintained by the Contractor, or the Security Guidelines
 the provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none"> • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none"> • Canadian birth certificate <p>Issued by Government of Canada:</p> <ul style="list-style-type: none"> • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record 	<ul style="list-style-type: none"> • School ID card (student card) • Bank card (only if holder's name is on card) • Credit card (only if holder's name is on card) • Passport • Foreign birth certificate (a baptismal certificate is not acceptable) • Canadian or U.S. driver's licence • Naturalization certificate • Canadian Forces identification • Police identification • Foreign Affairs Canada or consular identification • Vehicle registration (only if owner's signature is shown) • Picture employee ID card • Firearms Acquisition Certificate • Social Insurance Card (only if has signature strip) • B.C. CareCard • Native Status Card • Parole Certificate ID • Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

SCHEDULE G – Appendix G2 – Services Worker Activity Logging Records**N/A**

**SCHEDULE G – Appendix G3 – Sensitive Information Access
Control Requirements**

1. The Contractor will maintain logs of all accesses to any facility used to provide the Services, and have a procedure in place by which access audit reports are made readily available to the Province.
2. The Contractor will ensure that the following access control arrangements are in place for the Facilities:
 - (a) Locks on all office doors that will be locked after business hours; and
 - (b) Control of the distribution of keys or lock combinations.
3. The Contractor will ensure that the following access control arrangements are in place for electronic information systems:
 - (a) Access controls, including user IDs and passwords, sufficient to ensure that only individuals who are authorized Services Workers with a legitimate "need to know" can obtain access to Sensitive Information;
 - (b) Locating of computers and work stations in areas secured by an electronic card access system, combination lock, lock and key, or equivalent;
 - (c) Ensuring Sensitive Information is not left unattended in unsecured areas while being worked on, during transit or while in interim storage;
 - (d) Access controls on who puts information into any electronic information system and who removes it;
 - (e) Audit trails of all accesses to Sensitive Information that provide more than an after-the-fact record of these transactions;
 - (f) Proactive and immediate determination of the authority of a requester to access any Sensitive Information; and,
 - (g) Defined audit schedules of any electronic information management system.
4. The Contractor will ensure that the following access control arrangements are in place for paper based information systems:
 - (a) Locking of all Sensitive Information in either filing cabinets, desk drawers, or a dedicated file room when not in use, including after business hours;
 - (b) Access controls sufficient to ensure that only individuals who are authorized Services Workers with a legitimate "need to know" can obtain physical access to Sensitive Information; and,
 - (c) Incorporating user security levels in file check-out procedures.

SCHEDULE G – Appendix G4 – Information Integrity Requirements**N/A**

SCHEDULE G – Appendix G5 – Storage of Records

1. The Contractor will ensure that equipment, rooms and facilities used for the storage of Records are secured by an electronic card access system, combination lock, lock and key, or equivalents.
2. The Contractor will ensure that the following security arrangements are in place:
 - (a) With respect to storage of electronic records; Sensitive Information on computers and portable storage devices will be encrypted in accordance with government policy established or modified from time to time. Current government Cryptographic Standards for Information Protection are available on the Office of the Chief Information Officer website:
http://www.cio.gov.bc.ca/local/cio/standards/documents/standards/cryptographic_standards.pdf.
 - (b) With respect to storage of paper based Records:
 - (i) Client Records will be filed alphabetically, primarily by Client surname and secondarily by Client given name, and the Client's ICM case number will be clearly displayed on the exterior of each file folder; and,
 - (ii) Records will be maintained in a responsible, appropriate and organized fashion sufficient to make the location and retrieval of specific information efficient and effective.

SCHEDULE G – Appendix G6 – Sensitive Information

In addition to the information described in section 1(e)(i) of this Schedule, the following information is specified as "Sensitive Information" for the purposes of this Schedule:

(a) N/A

(b) N/A

SCHEDULE G – Appendix G7

CONFIDENTIALITY AGREEMENT/ UNDERTAKING OF CONFIDENTIALITY

_____ (the "Contractor") executed a services agreement dated _____ (the "Agreement") with Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Social Development and Social Innovation (the "Province") to provide services to the Ministry of Social Development and Social Innovation. As a result of the Agreement, the Contractor, or the Contractor's employees or Service Providers, may produce or receive from the Province or another person, records, findings, software, data, code, designs, plans, specifications, drawings, working papers, reports, documents and other material (the "Material").

- I, _____ *[print name]*, am an employee / a Service Provider of the Contractor / of _____, a Service Provider of the Contractor *[strike out words not applicable]*. For good and valuable consideration, the receipt and sufficiency of which I acknowledge, I undertake and agree as follows.
1. I will treat as confidential and will not, without the prior written consent of the Province use, publish, disclose or permit to be used, published or disclosed, the Material, or any other information that I access, produce or obtain, whether verbally, electronically or otherwise as a result of the Agreement (collectively, the "Information"), except:
 - (a) insofar as the Information to be used, published, or disclosed is general public knowledge or was in my possession prior to the date of the Agreement;
 - (b) insofar as the Information to be used, published or disclosed is provided by a third party who waives any requirement that it be held confidential; and
 - (c) as such use, publication or disclosure is required by law.
 2. I agree that the Contractor or the Province, on written notice to me, may end my access to the Information if I do not adhere to the provisions contained in this Undertaking of Confidentiality.
 3. On the end of my access to the Information, or on written request and direction by the Contractor or the Province, I agree to return to the Contractor or the Province, as applicable, within a reasonable time, all Information in my possession.

Executed at _____, BC, this ____ day of _____, 20__.

SIGNED AND DELIVERED BY _____)

_____ in the presence of:)
_____)
_____)
_____))
[Witness signature] _____ [Employee signature]

SCHEDULE H

GOVERNANCE STRUCTURE

1.0 General

1.1 This Schedule sets out the Governance Structure for the purposes of facilitating:

- (A) Relationship management between the Parties.
- (B) Achievement and monitoring of the Program objectives.
- (C) Identification and management of issues pertaining to this Agreement or the Program.
- (D) Identification and management of changes needed to this Agreement or the Program over time.

2.0 Overview of Governance

2.1 *The Governance Structure supports the Program in achieving:*

(a) Awareness

Clients will be able to recognize and understand the purpose of the Program and its Services. Clients will have access to consistent information and messaging, regardless of where services are accessed.

(b) Service Quality

Clients will have access to high quality Services, for which Ministry Policy will be applied in the same way, regardless of where Services are accessed in the province.

(c) Consistent Client Experience

All Clients will share a similar experience and process, including physical and functional accessibility.

(d) Service to Specialized Populations

The Program meets the employment service needs of Specialized Populations.

2.2 *The Governance Structure provides this support by providing a forum for the Parties to:*

- (A) Manage their relationship;
- (B) Monitor the achievement of Program objectives, and performance measures;
- (C) Identify and address issues relating to the terms of this Agreement, the design, implementation and administration of the Program and Ministry Policy; and
- (D) Foster Program improvement and innovation through sharing best practices and information.

2.3 There are two levels of Governance Structure. Program Governance supports development and management of the Program as a whole. Operational Governance supports managing this Agreement and the Parties' relationship.

3.0 Program Governance

3.1 The Program Governance Structure requires the following committees or panels:

- (A) Ministry Steering Committee
- (B) Program Advisory Committee,
- (C) External Advisory Panel, and
- (D) Expert Advisory Panel on Specialized Populations.

3.2 Ministry Steering Committee

- (A) The Ministry Steering Committee is responsible for overall Program direction and management, and is comprised of senior Ministry staff. This committee will undertake careful consideration and analysis of issues, trends, and recommendations presented by the Program Advisory Committee, the External Advisory Panel, the Expert Advisory Panel on Specialized Populations, and all Contract Management Committees.
- (B) The Ministry Steering Committee has approval authority for:
 - (a) Requests or suggestions for amendments to any Program contract;
 - (b) Program changes, including to Services and Financial Supports;
 - (c) Changes to Ministry Policy;
 - (d) Application of Penalties under this Agreement; and
 - (e) Assignment of this Agreement by the Contractor.

3.3 Program Advisory Committee

- (A) The Program Advisory Committee will strive to ensure that the Program continues to meet the needs of Clients (including Clients from Specialized Populations) achieves its objectives, and benefits from good practices.
- (B) The Program Advisory Committee operates at the provincial level only and is not a

decision-making body. It will be comprised of representatives from the Ministry and representatives from the organizations that are contractors delivering the Program. Specific terms of reference, including the process for appointing contractors' representatives, will be jointly developed within the first six months of the Term and will be reviewed at least annually thereafter.

- (C) Each organization that is a contractor delivering the Program will be solely responsible for its costs associated with participating on the Program Advisory Committee.

3.4 External Advisory Panel

- (A) The External Advisory Panel will be responsible for monitoring Program implementation and ongoing performance, particularly as it relates to Client access to Services and service quality. The Panel will offer advice and recommendations to the Ministry Program Steering Committee.
- (B) The Panel operates at the provincial level only and is not a decision-making body. Specific terms of reference will be jointly developed within the first six months of the Term and will be reviewed at least annually thereafter. Members are appointed by the Ministry.
- (C) Each member of the External Advisory Panel will be solely responsible for any costs associated with the member's participation on the Panel.

3.5 Expert Advisory Panel on Specialized Populations

- (A) The Expert Advisory Panel on Specialized Populations will provide advice to the Program Advisory Committee and the Ministry Steering Committee to ensure that the Program is meeting the quality and access needs of Specialized Populations.
- (B) The Expert Advisory Panel on Specialized Populations exists at the provincial level only and is not a decision-making body. Advice and recommendations are passed to the Ministry for consideration and decision. Specific terms of reference will be jointly developed within the first six months of the Contract and will be reviewed at least annually thereafter. Members are appointed by the Ministry.
- (C) Each member of the Expert Advisory Panel on Specialized Populations will be solely responsible for any costs associated with the member's participation on the Panel.

4.0 **Operational Governance**

- 4.1 The Operational Governance Structure requires a Contract Management Committee for each Contract under which Program Services are delivered.

4.2 Contract Management Committee

- (A) The Contract Management Committee will play an important role in the implementation and ongoing management of this Agreement. The Contract Management Committee may also make recommendations to any Program Governance committee or panel described in section 3.1.
- (B) The Contract Management Committee will be comprised of Ministry and Contractor representatives, who will work collaboratively to resolve issues arising under this Agreement and other relevant issues as they occur. The Contractor and the Ministry will each appoint at least one member to the Committee.
- (C) The Contract Management Committee will meet regularly to
 - (i) discuss overall progress under this Agreement;
 - (ii) discuss any items of concern to either the Contractor or the Ministry; and,
 - (iii) coordinate efforts in understanding and supporting local labour markets and Clients.
- (D) The Contractor is solely responsible for any costs associated with the Contractor's participation in the Contract Management Committee.

CONTRACT SUMMARY***Summary of variable information in the contract***

Original Agreement Day	15th	U
Original Agreement Month	November	U
Original Agreement Year	2011	U
Catchment Area Name	KELOWNA	S
Contract Number	SESC469691200052	S
ESC Storefront address(es) – 1 to 3 addresses will be included in the same variable value (text)	The Contractor will establish an ESC Storefront at: (A) 1460 Pandosy Street, Kelowna, British Columbia.	U
Estimated revenue flow-through rate	25%	U
Indicates whether the contract has the standard flow-through rate of 25%	Y	U
Itinerant Services, Locations, and the Specialized Populations that they serve	The Contractor will establish Itinerant Services as necessary to provide Services to Clients from Specialized Populations.	U
Key Personnel	<p>The Contractor's Key Personnel are:</p> <p>(A) The following individuals:</p> <p>(a) Cindy Bowness, Provincial Director; and,</p> <p>(b) Andrea Gomez, Employment Services Manager.</p> <p>(B) The individuals that the Contractor retains, in accordance with the qualifications as described in the Contractor's Proposal, for and to perform the duties of the following positions, as described in the Contractor's Proposal:</p> <p>(a) ESC Manager;</p> <p>(b) Financial Coordinator;</p> <p>(c) Quality Assurance/Training Coordinator;</p> <p>(d) Employment Services Lead;</p> <p>(e) Client Services Representative;</p> <p>(f) Employment Coach;</p> <p>(g) Employment Specialist;</p> <p>(h) Workshop Facilitator;</p> <p>(i) Employment Services Supervisor;</p> <p>(j) Intake and Assessment Specialist;</p> <p>(k) Employment Coach;</p> <p>(l) Specialized Employment Coach; and,</p> <p>(m) Case Management Assistant.</p>	U
Outreach Services, Locations and the Specialized Populations that they serve	The Contractor will establish Outreach Services as necessary to provide Services to Clients	U

Populations that they serve	from Specialized Populations.	
Remote Access Services, Channels of Delivery and Specialized Populations	The Contractor will establish Remote Access Services as necessary to provide Services to Clients from Specialized Populations, including (A) Delivery of online workshops; and, (B) Provision of Service through short message service, video conferencing, and Skype.	U
ESC Satellite Office(s) – one or more offices. Variable value will include the office addresses and the Specialized Populations that they serve	The Contractor will establish the following ESC Satellite Offices to provide Services to Clients from Specialized Populations: (A) 2448 Main Street, West Kelowna, British Columbia, serving Rural and Remote Client populations; and, (B) 285 Aurora Crescent, Kelowna, British Columbia, serving Rural and Remote Client populations.	U
Contract Annual Maximum	\$13,287,000.00	U
LMDA for the Fiscal Year April 1, 2012 to March 31, 2013	\$8,252,695.00	S
LMDA for each subsequent Fiscal Year of the Term commencing with April 1, 2013	\$8,053,390.00	S
Provincial Annual Maximum	\$2,983,000.00	S
The Contract Maximum that the Province is obligated to pay the Contractor for the Term of the Agreement	\$66,435,000.00	S
FOF for the Fiscal Year April 1, 2012 to March 31, 2013	\$2,051,304.96	S
FOF for each subsequent Fiscal Year of the Term commencing with April 1, 2013	\$2,250,609.96	S
Monthly FOF for each calendar month commencing with April 2012 and ending with September 2012	\$154,333.33	S
Monthly FOF for each subsequent calendar month of the Term commencing with October 2012	\$187,550.83	S
Guaranteed VSF Amount	\$333,012.00	S
Services in French – service and information requirements for alternative service delivery channels	The Contractor will provide the following: (A) Any web-site the Contractor uses in delivering Services or information to Clients will be available in French and English.	U
Services in French – direct Services	If any Client requests Services in French, the Contractor will provide the Client with direct	U

	Services in French.	
Services in French – facility requirements	The Contractor will ensure, for the ESC Storefront and any Satellite Office listed in Part B, section 2.3 where the Contractor provide service to Clients who are Francophone, the following: (A) There is a minimum of one staff member who is fluent in French on-site for one-on-one interviews and communication with Clients; (B) Relevant resources, including newspapers and magazines, will be provided in French; and, (C) On-line language translation software is available on resource area computers.	U
Services in French – forms	The Contractor will make all forms used in providing Services under this Agreement available to any Client in English and French. If a Client completes a form in French, the Contractor will attach the form to the Client File and enter the information into ICM in English.	U
Services in Other Languages – access to language services	N/A	U
Services in Other Languages – direct services	If any Client is unable to effectively access Services from the Contractor in English or French, the Contractor will make all reasonable efforts to facilitate the Client's access to necessary Services from the Contractor, including by providing translation and interpretation services, as appropriate.	U
Contractor Address	PO BOX 5158 STN B, VICTORIA, BC V8R6N4, CA	S
Contractor Fax #	250-220-4036	U
Contractor Legal Name	MAXIMUS CANADA EMPLOYMENT SERVICES INC	S
Approved Service Providers	<ul style="list-style-type: none"> • BOWMAN EMPLOYMENT SERVICES INC. • COMMUNITY FUTURES CENTRAL OKANAGAN • PARTNERS IN RESOURCES INC 	S
Indicates whether the contract is covered by the Master Insurance Program (MIP)	Y	U

**Amending Agreement
(EPBC Contract)**

Contract #: 52	CFMS Contract #: SESC469691200052
Contract Catchment Name: KELOWNA	

THIS AMENDING AGREEMENT is made July 15, 2013.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
represented by the MINISTER OF SOCIAL DEVELOPMENT
(the "Province", "we", "us", or "our" as applicable)

AND:

MAXIMUS CANADA EMPLOYMENT SERVICES INC
(the "Contractor", "you", or "your" as applicable)

- A. The parties entered into an agreement, Contract No. 52 made November 15, 2011 (the "Agreement").
- B. The parties have modified the Original Agreement by way of subsequent written amending agreements.
- C. The parties further modified the Original Agreement effective July 15, 2013 by replacing the Original Agreement in its entirety (the "Amended Agreement").
- D. The parties have agreed to modify the Amended Agreement.

THE PARTIES AGREE AS FOLLOWS:

- 1. Schedule A to the Amended Agreement is amended by:
 - (1) In Part A, section 1.0 (K), deleting "Institutional Entry Training" and replacing it with "Institutional Entry Apprentice Training";

- (2) In Part A, section 1.0 (JJ), deleting “**Employment Program of British Columbia**” or “**Program**” means” and replacing it with “**Employment Program of British Columbia**”, “**EPBC**” or “**Program**” means”;
- (3) In Part A, section 1.0 (III), deleting “**Short Term Industry and Occupational Certificate Training**” or “**STOC Training**” means” and replacing it with “**Short-Term Orientation and Certificate Training**” or “**STOC Training**” means”;
- (4) In Part A, section 1.0 (SSSS), deleting “**Unemployed**” means an individual who:” and replacing it with “**Unemployed Person**” means an individual who:”;
- (5) In Part B, section 6.1 (D), deleting “section 2.7” and replacing it with “section 2.2.6”;
- (6) In Part C, deleting sub-section 1.1 (A) (a) (iv) (III) in its entirety and replacing it with:

“(III) A STOC Training course the Client requires as a condition of a confirmed job offer, and if so offer to provide a PNA; and”
- (7) In Part C, section 1.2 (F), deleting “3.1.1.14.1” and replacing it with “3.1.14.1”;
- (8) In Part C, section 1.2 (I), deleting “Institutional Entry Apprentice Classroom Training” wherever it occurs and replacing it with “Institutional Entry Apprentice Training”;
- (9) In Part C, section 1.2 (J) (a), deleting “section 1.2 (A) to (H); and” and replacing it with “section 1.2 (F); and”
- (10) In Part C, section 2.2.4.1(i) (I) (b), deleting “section 2.2.1.1 (xxiv) and (xxv)” and replacing it with “section 2.2.1.1 (xi) and (xii)”;
- (11) In Part C, section 2.2.4.1(i) (V), deleting “section 2.2.1.1 (xxiv) and (xxv)” and replacing it with “section 2.2.1.1 (xi) and (xii)”;
- (12) In Part C, section 2.2.4.1, deleting “(i) Revise or Update an Action Plan” and replacing it with “(ii) Revise or Update an Action Plan”;
- (13) In Part C, deleting sub-section 3.1.6 (2) in its entirety and replacing it with:

- “(2) The Contractor will, in accordance with Ministry Policy, pay directly to the training provider Financial Supports for books and supplies the Client requires to participate in Short-Term Orientation and Certificate Training.”;
- (14) In Part C, section 3.5.3.1, deleting “section 2.3.7 (3) to (7)” and replacing it with “section 2.3.7”;
- (15) In Part C, section 3.5.4.2, deleting “section 3.1.9 (i) to (iv)” and replacing it with “section 3.1.13”;
- (16) In Part C, section 3.5.4.2 (III), deleting “sections 2.3.5, 2.3.6 (1) to (7) and 2.4.4” and replacing it with “sections 3.1.13 (i) to (vi) and 3.1.14.2”;
- (17) In Part C, section 3.5.4.2 (IV), deleting “sections 2.3.1, 2.3.5, 2.3.6 (8) and 2.4.4” and replacing it with “sections 2.3.1, 2.3.5, 2.3.6 (1) to (9), 3.1.14.1 and 2.4.4”;
- (18) In Part C, section 3.5.4.3 (i), deleting “sections 3.1.9 (v) and (vi)” and replacing it with “section 3.1.13 (iv) and (v)”;
- (19) In Part C, section 3.5.4.3 (ii), deleting “documenting” and replacing it with “document”;
- (20) In Part C, section 4.1.1.2, deleting “sections 4.1.1.1 and 4.1 (H) to (J) and” and replacing it with “sections 4.1 (H) to (J) and 4.1.1.1 and”;
- (21) In Part C, section 4.1.4.1 (ii), deleting “(II) Courses that include,” and replacing it with “(III) Courses that include,”; and
- (22) In Part C, section 5.2.3.2 (ii), deleting “If The Contractor determines” and replacing it with “If the Contractor determines”.

2. Schedule B to the Amended Agreement is amended by:

- (1) In section 1. (h), deleting “eighteen (18) calendar months” and replacing it with “twenty-four (24) calendar months”;
- (2) In section 10, deleting “section 2.4.1 (12) (vi),” and replacing it with “section 2.2.1.2”;
- (3) Deleting section 13 in its entirety;

- (4) In section 16, deleting "Table 2.3" and replacing it with "Table 2";
- (5) In section 20, deleting "Table 2.4" and replacing it with "Table 2";
- (6) In section 23, deleting "Table 2" and replacing it with "Table 3";
- (7) In section 33, deleting "sections 32 and 37 to 39" and replacing it with "sections 29 and 34 to 36";
- (8) Inserting the following after **PAYMENT TABLES:**
 - "37. In Table 2:
 - (A) The Service ID in the left-hand column matches the section number from Part C of Schedule A for the corresponding Service; and
 - (B) All prices are exclusive of any applicable taxes.
 38. In Table 3, the Outcome Fee for a Client Tier is calculated by multiplying the number of Clients in the Client Tier with a Pre-Attachment Period by the applicable Fee per Client set out in the left-hand Column of Table 3 for the range of months that includes the average Pre-Attachment Period length for those Clients."; and
- (9) Inserting the following after Table 2:

Table 3: Outcome Fees

Fee Per Client	Average Pre-Attachment Period Length			
	Tier 1 Avg.	Tier 2 Avg.	Tier 3 Avg.	Tier 4 Avg.
\$75	0 – 2 months	0 – 3 months	0 – 4 months	0 – 6 months
\$50	2 – 4 months	3 – 6 months	4 – 8 months	6 – 12 months
\$25	4 – 6 months	6 – 9 months	8 – 12 months	12 – 18 months
\$0	Over 6 months	Over 9 months	Over 12 months	Over 18 months

3. Schedule G to the Amended Agreement is amended by:

- (1) In section 13, deleting "If Contractor becomes aware" and replacing it with "If the Contractor becomes aware";

(2) In Appendix G1, deleting "assisting the Contractor determine" and replacing it with "assisting the Contractor to determine"; and

(3) In Appendix G6, deleting:

"In addition to the information described in section 1(e)(i) of this Schedule, the following information is specified as "Sensitive Information" for the purposes of this Schedule:

(a) N/A

(b)" N/A"

and replacing it with "N/A".

4. Each Party may enter this Amending Agreement by each executing a separate copy of it (including a photocopy or faxed copy) and delivering it to the other Party by a method provided for in paragraph 20.1 of the Amended Agreement or any other method agreed to by the Parties.

The Parties have executed this Agreement as follows.

SIGNED on behalf of the Province by a duly
authorized representative of the Minister of
Social Development and Social Innovation
in the presence of:

[witness signature]

[witness name]

[witness address]

[witness address]

)
)
)
)

[signature]

[name]

[title]

SIGNED on behalf of the Contractor by a duly
authorized representative in the presence of:

[witness signature]

[witness name]

[witness address]

[witness address]

)
)

[signature]

[name]

[title]

**Amending Agreement
(EPBC Contract)**

Contract #: 52	CFMS Contract #: SESC469691200052
Contract Catchment Name: KELOWNA	

THIS AMENDING AGREEMENT is made November 1, 2013.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
represented by the MINISTER OF SOCIAL DEVELOPMENT AND SOCIAL
INNOVATION
(the "Province", "we", "us", or "our" as applicable)

AND:

MAXIMUS CANADA EMPLOYMENT SERVICES INC
(the "Contractor", "you", or "your" as applicable)

- A. The parties entered into an agreement, Contract No. 52 made November 15, 2011 (the "Agreement").
- B. The parties have modified the Original Agreement by way of subsequent written amending agreements.
- C. The parties further modified the Original Agreement effective July 15, 2013 by replacing the Original Agreement and all subsequent amendments with a replacement agreement (the "July 2013 Agreement").
- D. The parties have agreed to modify the July 2013 Agreement.

THE PARTIES AGREE AS FOLLOWS:

- 1. Schedule A to the July 2013 Agreement is amended by:
 - (1) In Part A, section 1.0, inserting after paragraph (VVV):

“(VVV.1) **“Project Based Labour Market Training” or “PBLMT”** means a component of the Program, under which the Ministry enters into agreements with organizations to fund them to develop and operate training projects to assist groups of eligible individuals to obtain the skills they need for the labour market.”

- (2) In Part B, deleting the heading **“Job Creation Partnerships”** and section 5.7 in its entirety and replacing it with:

“Job Creation Partnerships and Project Based Labour Market Training

5.7 The Contractor will support JCP and PBLMT by identifying for each JCP and PBLMT project in the Contractor's Catchment Area, Clients that meet Ministry Eligibility Requirements and who may be appropriate participants for JCP or PBLMT projects based on referral criteria provided by the JCP or PBLMT organization. The Contractor will have no other role in selecting participants for JCP or PBLMT projects.”

- (3) In Part C, subsection 2.3.1, deleting clauses (vi) and (vii) and replacing them with:

“(vi) PBLMT-related supports;
(vii) Supports essential to participate in other Case Managed Services; and
(viii) Employment-related aids and devices for Persons with Disabilities.”

- (4) In Part C, subsection 2.3.3, deleting clauses (ii) and (iii) and replacing them with:

“(ii) Job Creation Partnerships paid work experience;
(iii) Project Based Labour Market Training; or
(iv) Self-Employment Services provided in accordance with section 5.1.”

- (5) In Part C, subsection 2.3.7:

- (1) Deleting the heading “Determine Financial Supports for Work Experience Placements” and replacing it with the heading “Determine Financial Supports for JCP, PBLMT and Unpaid Work Experience Placements”;
- (2) deleting “JCP” wherever it occurs and replacing it with “JCP or PBLMT”; and

- (3) deleting paragraph (1) in its entirety and replacing it with:

"(1) The Contractor may provide, in accordance with Ministry Policy, Financial Supports to any EI Client in Client Tier 2, Client Tier 3 or Client Tier 4 who meets applicable Ministry Eligibility Requirements and is participating in a

- (i) JCP project, as follows:

(I) Living supports for EI Clients who are not eligible for EI Benefits, or who receive EI Benefits at a rate below the living support allowance rate established in accordance with Ministry Policy, for the Program; and

(II) Temporary Financial Supports for transportation, essential work clothing, tools, supplies and equipment, dependent care, disability-related needs, and other Financial Supports required for Program participation; or

- (ii) PBLMT project, as follows:

(I) Living supports for EI Clients who are not eligible for EI Benefits, or who receive EI Benefits at a rate below the living support allowance rate, established in accordance with Ministry Policy, for the Program; and

(II) Temporary Financial Supports for transportation, essential work clothing, tools, supplies and equipment, dependent care, disability-related needs, tuition, books, supplies and other incidental training-related costs and fees, and other Financial Supports required for Program participation."

- (6) In Part C, clause 3.5.5.1 (iii), deleting "sections 2.3.1, 2.3.5 and 2.3.7 (1) to (3)," and replacing it with "sections 2.3.1, 2.3.4, 2.3.5 and 2.3.7 (1) to (3),":

- (7) In Part C, inserting after clause 3.5.5.4 (ii):

3.5.6 Placement Support – Project Based Labour Market Training

3.5.6.1 Placement Support – Project Based Labour Market Training Pre-Placement / Agreement

- (i) Organizations operating PBLMT projects in the Contractor's Catchment Area will inform the Contractor about those PBLMT projects, including the project criteria. The Contractor will refer Clients who meet the PBLMT project criteria to the organization operating a PBLMT project. It is

the responsibility of that organization to select PBLMT project participants.

- (ii) The Contractor will:
 - (I) Review PBLMT projects in the Contractor's Catchment Area to determine whether they offer appropriate training for Clients in a supportive group based environment;
 - (II) Refer suitable Clients that meet applicable Ministry Eligibility Requirements to organizations operating PBLMT projects;
 - (III) Fully document the results of any referral in the Client File.
- (iii) For any Client selected for participation in a PBLMT project by the organization operating the PBLMT Project, the Contractor will, in accordance with Ministry Policy and sections 2.3.1, 2.3.3 (1) to (5), 2.3.4, 2.3.5 and 2.3.7 (1) to (3), assess the Client's financial need and enter into a Financial Agreement with the Client pursuant to section 2.4.4 to provide Financial Supports to the Client while participating in the PBLMT project.

3.5.6.2 N/A

3.5.6.3 Placement Support – Project Based Labour Market Training – Monitor / Close Out

The Contractor will monitor PBLMT placements to support Client progress and success, administer Client Financial Supports and ensure agreement terms are adhered to, by:

- (I) Administering Client Financial Supports;
- (II) Contacting the Client and the organization operating the PBLMT project at least once every six weeks and making one on-site monitoring visit during the term of the placement;
- (III) Fully documenting the Contractor's monitoring of activities and results in the Client File;
- (IV) If necessary, assisting the Client to resolve placement issues;
- (V) Near the completion date of the PBLMT placement, contacting the Client and the organization operating the PBLMT project individually to discuss the success of the placement;

- (VI) Documenting the results of the PBLMT placement in the Client File; and
- (VII) If the Client does not achieve an Employment Outcome after the PBLMT placement is completed, supporting the Client in determining appropriate next steps, based on the PBLMT project experience findings.

3.5.6.4 Placement Support – Project Based Labour Market Training: Amend Agreement

- (i) The Contractor may only amend a Client's Financial Agreement if:
 - (I) There is a change in financial needs or circumstances for a Client participating in a PBLMT placement that warrants a change in the amount or types of temporary Financial Supports provided to the Client under the terms of the Client's Financial Agreement; or
 - (II) There is a change to the Ministry set rates for Financial Supports to assist with basic living expenses; and
 - (III) The contractor completes a financial needs assessment for the Client in accordance with section 2.3.1.
- (ii) The Contractor will amend PBLMT placement agreements in accordance with Ministry Policy.”

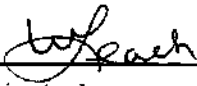
2. Schedule B to the July 2013 Agreement is amended in Payment Table 2: Services and Supports by inserting after line 3.5.5.4:

3.5.6	Placement Support – Project Based Labour Market Training						
3.5.6.1	Placement Support – Project Based Labour Market Training: Pre-Placement/Agreement	VSF	N/A	\$190	\$215	\$240	2 per Client Action Plan
3.5.6.3	Placement Support – Project Based Labour Market Training: Monitor/Close out	VSF	N/A	\$290	\$315	\$340	2 per Client Action Plan
3.5.6.4	Placement Support – Project Based Labour Market Training: Amend Agreement	VSF	N/A	\$75	\$75	\$75	2 per Client Action Plan

3. Each Party may enter this Amending Agreement by executing a separate copy of it (including a photocopy or faxed copy) and delivering it to the other Party by a method provided for in paragraph 20.1 of the July 2013 Agreement or any other method agreed to by the Parties.

The Parties have executed this Agreement as follows.

SIGNED on behalf of the Province by a duly
authorized representative of the Minister of
Social Development and Social Innovation
in the presence of:




[witness signature]

Wendy Leach

[witness name]

s.22

[witness address]

)
)
)
)


[signature]

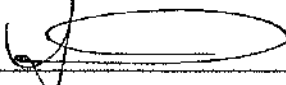
Nicholas Manning

[name]

ADM

[title]

SIGNED on behalf of the Contractor by a duly
authorized representative in the presence of:



[witness signature]


JULIE ROSSI

[witness name]

609 BROUGHTON ST. VICTORIA

[witness address]

[witness address]

)
)


[signature]

HANNAH EDDIS

[name]

MANAGING DIRECTOR

[title]

**Amending Agreement
(EPBC Contract)**

Contract #: 52	Amendment #: 40070
CFMS Contract #: SESC469691200052	Catchment Name: Kelowna

THIS AMENDING AGREEMENT is made October 14, 2013.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
represented by the MINISTER OF SOCIAL DEVELOPMENT AND SOCIAL
INNOVATION
(the "Province", "we", "us", or "our" as applicable)

AND:

Maximus Canada Employment Services Inc.
(the "Contractor", "you", or "your" as applicable)

WHEREAS:

- A. The parties entered into an agreement made November 15, 2011 (the "Agreement").
- B. The parties have modified the Agreement (the "Amended Agreement") by way of subsequent written amending agreements.
- C. The parties have agreed to further modify the Amended Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Schedule C is amended by deleting Schedule C in its entirety and replacing it with:

"SCHEDULE C

APPROVED SERVICE PROVIDERS

Bowman Employment Services Inc.
Community Futures Central Okanagan
Partners in Resources Inc.
Nicole Ripley"

2. Each Party may enter this Amending Agreement by each executing a separate copy of it (including a photocopy or faxed copy) and delivering it to the other Party by a method provided for in paragraph 20.1 of the Amended Agreement or any other method agreed to by the Parties.

THE PARTIES have executed this Amending Agreement as follows:

Freya Scheel
[witness signature]
FREYA SCHEEL
[witness name]
s.22
[witness address]

) *Kathy Aldous*
) [Ministry representative signature]
) KATHY ALDOUS
) [Ministry representative name]
) DIRECTOR, REGIONAL OPERATIONS
) [Ministry representative title]
)

Cindi Bowness
[witness signature]
CINDI BOWNESS
[witness name]
#102-1460 Pandosy St., Kelowna BC
[witness address]
[witness address]

) *Hannah P-B*
) [Contractor representative signature]
) HANNAH P-B
) [Contractor representative name]
) MATTHEW P-B
) [Contractor representative title]
)

**Amending Agreement
(EPBC Contract)**

Contract #: 52	Amendment #: 40078
CFMS Contract #: SESC469691200052	Catchment Name: Kelowna

THIS AMENDING AGREEMENT is made October 31, 2013.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
represented by the **MINISTER OF SOCIAL DEVELOPMENT AND SOCIAL
INNOVATION**
(the "Province", "we", "us", or "our" as applicable)

AND:

Maximus Canada Employment Services Inc.
(the "Contractor", "you", or "your" as applicable)

WHEREAS:

- A. The parties entered into an agreement made November 15, 2011 (the "Agreement").
- B. The parties have modified the Agreement (the "Amended Agreement") by way of subsequent written amending agreements.
- C. The parties have agreed to further modify the Amended Agreement.

THE PARTIES AGREE AS FOLLOWS:



1. Schedule C is amended by deleting Schedule C in its entirety and replacing it with:

"SCHEDULE C

APPROVED SERVICE PROVIDERS

Bowman Employment Services Inc.
Community Futures Central Okanagan
Partners in Resources Inc.
Nicole Ripley
John Wardley"

2. Each Party may enter this Amending Agreement by each executing a separate copy of it (including a photocopy or faxed copy) and delivering it to the other Party by a method provided for in paragraph 20.1 of the Amended Agreement or any other method agreed to by the Parties.

THE PARTIES have executed this Amending Agreement as follows:

<u><i>Freya Scheel</i></u>	)	<u><i>Kathy Aldous</i></u>)
[witness signature]	)	[Ministry representative signature])
<u>FREYA SCHEEL</u>	)	<u>KATHY ALDOUS</u>)
[witness name]	)	[Ministry representative name])
s.22	)	<u>DIRECTOR, REGIONAL OPERATIONS</u>)
<u> </u>)	<u> </u>)
[witness address]	)	[Ministry representative title])

<u><i>Debbie Crozier</i></u>	)	<u><i>Hannah Rosts</i></u>)
[witness signature]	)	[Contractor representative signature])
<u>DEBBIE CROZIER</u>	)	<u>HANNAH ROSTS</u>)
[witness name]	)	[Contractor representative name])
<u>609 Broughton ST</u>	)	<u>MANAGING DIRECTOR</u>)
[witness address]	)	[Contractor representative title])
<u>VICTORIA BC</u>))
[witness address]))

**Amending Agreement
(EPBC Contract)**

Contract #: 52	CFMS Contract #: SESC469691200052
Contract Catchment Name: KELOWNA	

THIS AMENDING AGREEMENT is made June 2, 2014.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
represented by the MINISTER OF SOCIAL DEVELOPMENT AND SOCIAL
INNOVATION
(the "Province", "we", "us", or "our" as applicable)

AND:

MAXIMUS CANADA EMPLOYMENT SERVICES INC
(the "Contractor", "you", or "your" as applicable)

- A. The parties entered into an agreement, Contract No. 52 made November 15, 2011 (the "Agreement").
- B. The parties have modified the Original Agreement by way of subsequent written amending agreements.
- C. The parties further modified the Original Agreement effective July 15, 2013 by replacing the Original Agreement and all subsequent amendments with a replacement agreement (the "July 2013 Agreement").
- D. The parties have modified the July 2013 Agreement by way of subsequent written amending agreements.
- E. The parties have agreed to further modify the July 2013 Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Schedule A to the Amended Agreement is amended by:

In Part B, deleting sections 3.0 and 3.1 in their entirety and replacing them with:

3.0 KEY PERSONNEL AND KEY POSITIONS

3.1 The Contractor is not required to specify any individuals as the Contractor's key personnel.

3.2 The Contractor will retain individuals in the following key positions:

- (A) Provincial Director
- (B) Employment Services Manager

3.3 For each key position described in section 3.2, the Contractor will:

- (A) establish comprehensive qualifications, duties, roles, responsibilities and accountabilities;
- (B) retain any individual in accordance with the qualifications, duties, roles, responsibilities and accountabilities that the Contractor establishes for the key position;
- (C) demonstrate, at the Province's request and to the Province's satisfaction, that the Contractor's staffing arrangements meet the requirements described in paragraphs (A) and (B); and
- (D) cause any individual retained to be responsible for the performance of the Services on the Contractor's behalf.

2. Each Party may enter this Amending Agreement by each executing a separate copy of it (including a photocopy or faxed copy) and delivering it to the other Party by a method provided for in paragraph 20.1 of the Amended Agreement or any other method agreed to by the Parties.

THE PARTIES have executed this Amending Agreement as follows:

SIGNED by a duly authorized representative)
of the Province in the presence of:)

Wendy Leach)
[witness signature])

Wendy Leach)
[witness name])
s.22)

[witness address]

[Signature])
[Ministry representative signature]

Nichola Manning)
[Ministry representative name]

Assistant Deputy Minister)
[Ministry representative title]

SIGNED by a duly authorized representative)
of the Contractor in the presence of:)

[Signature])
[witness signature]

EAENE BOURGEOIS)
[witness name]

409-4980 Kingsway)
[witness address]

Burnaby, BC)
[witness address]

[Signature])
[Contractor representative signature]

HANNAH ROOTS)
[Contractor representative name]

MANAGING DIRECTOR)
[Contractor representative title]

**Amending Agreement
(EPBC Contract)**

Contract #: 52	CFMS Contract #: SESC469691200052
Contract Catchment Name: KELOWNA	

THIS AMENDING AGREEMENT is made March 30, 2014.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
represented by the MINISTER OF SOCIAL DEVELOPMENT AND SOCIAL
INNOVATION
(the "Province", "we", "us", or "our" as applicable)

AND:

MAXIMUS CANADA EMPLOYMENT SERVICES INC
(the "Contractor", "you", or "your" as applicable)

- A. The parties entered into an agreement, Contract No. 52 made November 15, 2011 (the "Agreement").
- B. The parties have modified the Original Agreement by way of subsequent written amending agreements.
- C. The parties further modified the Original Agreement effective July 15, 2013 by replacing the Original Agreement in its entirety (the "Amended Agreement").
- D. The parties have agreed to modify the Amended Agreement.

THE PARTIES AGREE AS FOLLOWS:

- 1. Schedule A to the Amended Agreement is amended by:
 - (1) In Part A, section 1, deleting subsections (DD) and (EE) in their entirety;

- (2) In Part A, section 1, deleting subsection (MM) in its entirety and replacing it with:

“(MM) **“Employment Support Services” or “ESS”** means Services described in Part C, sections 3.2 and 3.4 of this Schedule that the Contractor provides to Clients to support them in developing skills required for independent job search, improving Employment Readiness and maintaining Sustainable Employment.”;

- (3) In Part C, section 3.2 deleting:

- (a) “3.2.1 Employment Support Services – preparing Clients for job search or work” and replacing it with “3.2.1 N/A”;
- (b) “3.2.2 Employment Support Services – assisting Clients to obtain jobs or work experience” and replacing it with “3.2.2 N/A”;
- (c) “3.2.3 Employment Support Services – assisting Clients to maintain employment” and replacing it with “3.2.3 N/A”;
- (d) “3.2.4 Essential Employability Life Skills – Basic” and replacing it with “3.2.4 N/A”;
- (e) “3.2.5 Essential Employability Life Skills – Teamwork” and replacing it with “3.2.5 N/A”; and
- (f) 3.2.6 Essential Employability Life Skills – Personal Management” and replacing it with “3.2.6 N/A”;

- (4) In Part C, deleting section 3.4 in its entirety and replacing it with:

“3.4 Employment Support Services

3.4.1 N/A

3.4.2 N/A

3.4.3 N/A

3.4.4 N/A

3.4.5 N/A

3.4.6 N/A

3.4.7 N/A

3.4.8 N/A

3.4.9 N/A

3.4.10 Employment Support Services

General

- (A) Subject to subsection (B), the Contractor will, in accordance with Ministry Policy, provide to any Case Managed Client in Client Tier 2, Client Tier 3 or Client Tier 4, Employment Support Services on all specific ESS topic that:
 - (a) support the Client to develop skills required to independently job search and effectively prepare for, obtain and maintain Employment, and
 - (b) are required in accordance with the Client's Action Plan.
- (B) For each ESS topic described in sections 3.2.1.1 to 3.2.6.99, the Contractor must provide Employment Support Services that are sufficiently comprehensive to provide Clients with the information, knowledge and skills needed to effectively address the ESS topic in relation to searching for, preparing for, obtaining and maintaining Employment.
- (C) The Contractor may provide Employment Support Services to Clients in Client Tier 2, Client Tier 3 or Client Tier 4 either as group workshops or as individual employment counselling or support sessions.
- (D) The Contractor will provide Employment Support Services to Clients in Client Tier 1 by Self-Serve Services group workshops described in section 1.1 (J). In exceptional circumstances, if it is not possible to deliver Employment Support Services to a Client in Client Tier 1 through group-based Self-Serve Services workshops, the Contractor may, in accordance with Ministry Policy, deliver Employment Support Services described in sections 3.2.2.6 to 3.2.2.99 to the Client by individual employment counselling or support sessions.
- (E) The Contractor will determine the ESS topic(s) for each specific group workshop or individual session and the Contractor may design customized group workshops or

individual sessions with a single ESS topic or with multiple ESS topics.

- (F) The Contractor will, in accordance with Ministry Policy, ensure that the size and composition of group workshops and the format and structure of group workshops and individual sessions are appropriate for Clients to receive high quality learning experiences. The Contractor may also deliver some ESS topics through innovative means that meet Client learning needs.
- (G) The Contractor will provide, as needed, follow-up employment counselling specifically related to each ESS Topic completed by any Client to ensure that the Client receives maximum benefit from each ESS Topic completed.
- (H) The Contractor will ensure that Employment Support Services on any ESS topic are available to Clients on a group or individual basis within 10 business days of identifying a Client's need for the particular ESS topic.
- (I) The Contractor will provide ESS topics designed to meet the employment Service needs of a wide variety of Clients, including all Specialized Populations.
- (J) If the Contractor provides ESS topics to Clients who are Aboriginal Peoples, Immigrants, Persons with Disabilities, Multi-Barriered, or Survivors of Violence or Abuse, the Contractor will ensure that such ESS topics have content relevant to the Clients' particular Specialized Populations.

Administration

- (K) The Contractor will, in accordance with Ministry Policy, schedule and register Clients to attend group workshops or individual sessions on ESS topics described in sections 3.2.1.1 to 3.2.6.99 based on the ESS needs identified in the Client's Action Plan.
- (L) Where required to enable Client participation in Employment Support Services group workshops or individual sessions, the Contractor will, in accordance with Ministry Policy:

- (a) assess and determine Client financial need in accordance with section 2.3.1
 - (b) enter into a Financial Agreement with the Client in accordance with section 2.4.4; and
 - (c) administer Financial Supports in accordance with section 3.1.
 - (M) The Contractor will, in accordance with Ministry Policy, fully document in the Client File all Employment Support Services group workshops or individual sessions attended by the Client and the rationale for providing them.
 - (N) In accordance with Ministry Policy, when a Client requires an ESS topic to be repeated to ensure sufficient learning occurs, the Contractor will fully document in the Client File the rationale for providing a repeat workshop or individual session on the same ESS topic.
 - (O) The Province may review, at any time, the Contractor's delivery of ESS workshops or individual sessions, curriculum for workshops or individual sessions, Client evaluations of workshops or individual sessions and documentation of Client attendance at workshops or individual sessions.”;
- (5) In Part C, section 4.2, deleting subsection (E) in its entirety and replacing it with:
- “(E) Subject to subsection (F), the Contractor will, in accordance with Ministry Policy, provide STOC Training as part of a full-day, group-based ESS workshop for one or more ESS topics listed in sections 3.2.2.6 to 3.2.2.99, provided that the STOC training does not exceed one-third (1/3) of the total workshop content.”;
- (6) In Part C, subsection 4.2 (F), deleting “ESS (Provincial Funds) Workshop” and replacing it with “ESS workshop”;
- (7) In Part C, inserting after section 6.99:

“7.0 Other Services

7.99 Other Services

The Contractor may provide to Clients, other Services as may be approved in advance by the Province and delivered in accordance with Ministry Policy.”;

- (8) In Part D, section 2.0 (A) deleting Table 1: Key Performance Measures in its entirety and replacing it with:

“Table 1: Key Performance Measures

No.	Measure	Performance Standard
1	Percentage of Clients in Tier 1 that achieve Labour Market Attachment and maintain it for 12 weeks	TBD effective April 1, 2015
2	Percentage of Clients in Tier 2 that achieve Labour Market Attachment and maintain it for 24 weeks	TBD effective April 1, 2015
3	Percentage of Clients in Tier 3 that achieve Labour Market Attachment and maintain it for 24 weeks	TBD effective April 1, 2015
4	Percentage of Clients in Tier 4 that achieve Labour Market Attachment and maintain it for 24 weeks	TBD effective April 1, 2015
5	Average time in the Program for Case Managed Clients prior to achieving a Client Outcome – by Client Tier	TBD effective April 1, 2015
6	Percentage of Clients completing long-term training that achieve Labour Market Attachment aligned with the training provided	TBD effective April 1, 2015
7	Percentage of Clients completing Self-Employment Services that are self-employed 24 weeks after completing services	TBD effective April 1, 2015
8	Percentage of Case Managed Clients from Specialized Populations	TBD effective April 1, 2015
9	Value of services provided to Specialized Populations	TBD effective April 1, 2015
10	Percentage of Case Managed Clients residing outside the Contractor's Catchment Area	5%”;

- (9) In Part D, section 2.0 (B), deleting “2014” wherever it occurs and replacing it with “2015”;
- (10) In Part D, section 3.0 (A), deleting Table 2: Key Service Delivery Measures in its entirety and replacing it with:

Table 2: Key Service Delivery Measures

No.	Measure	Performance Standard	Associated Service(s) (for determining Penalties)
11	Percentage of BCEA Referred Case Managed Clients that receive their initial FNA meeting within 10 Business Days of their Case Management Referral Date	80%	Part C, paragraph 2.2.1.1 (iv) (I)
12	Percentage of Case Managed non-BCEA Referred Clients in Tier 2, Tier 3 or Tier 4 who have a PNA, and who are determined to need a FNA, that receive their initial FNA meeting within 10 Business Days of their initial PNA meeting	80%	Part C, paragraph 2.2.1.1 (iv) (II)
13	Percentage of Case Managed Clients in Tier 1 that receive their first Service or Financial Support within 5 business days of their initial PNA meeting based on Client Tier 1 eligibility	80%	Part C, paragraph 2.2.1.1 (iv) (III)
14	Percentage of Case Managed Clients in Tier 2, Tier 3 or Tier 4 that have an Action Plan developed within 10 Business Days of the initial Formal Needs Assessment / Action Plan meeting	80%	Part C, paragraph 2.2.1.1 (iv) (IV)
15	Percentage of Case Managed Clients surveyed who are satisfied with the services received, as measured in a Ministry-sponsored secure feedback survey	85% of Clients completing the survey have responded that they are satisfied with the services received.	N/A ² ;

and

(11) In Part D, section 3.0 (C) and (D), deleting "Fiscal Year April 1, 2014 to March 31, 2015" and replacing it with Fiscal Year April 1, 2015 to March 31, 2016";

2. Schedule B to the Amended Agreement is amended by:

(1) Deleting "and" at the end of section 4 (A) and deleting section 4 (B) in its entirety and replacing it with:

"(B) \$8,053,390.00 for the Fiscal Year April 1, 2013 to March 31, 2014; and

(C) \$7,786,883.99 for each subsequent Fiscal Year of the Term commencing April 1, 2014.";

(2) Deleting "and" at the end of section 11 (A) and deleting section 11 (B) in its entirety and replacing it with:

"(B) \$2,250,609.96 for the Fiscal Year April 1, 2013 to March 31, 2014; and

(C) \$2,517,115.97 for each subsequent Fiscal Year of the Term commencing April 1, 2014.";

(3) Deleting "and" at the end of section 12 (A) and deleting section 12 (B) in its entirety and replacing it with:

"(B) \$187,550.83 on the first day of each calendar month commencing October 2012 and ending March 2014; and

(C) \$209,759.66_ on the first day of each calendar month of the Term commencing April 2014.";

(4) Deleting section 15 in its entirety and replacing it with:

"15. The Province will pay the Contractor the VSF for Service ID 3.4.10 in Table 2 for Employment Support Services if the Contractor provides:

(A) Any Case Managed Client in Client Tier 1 with one or more Case-Managed Services described in Schedule A, Part C, sections 3.2.2.6 to 3.2.2.99 by way of individual employment counseling or support sessions; or

(B) Any Case Managed Client in Client Tier 2, Client Tier 3 or Client Tier 4 with one or more Case-Managed Services described in

Schedule A, Part C, sections 3.1.1 to 3.2.6.99 by way of group workshops or individual employment counseling or support sessions.”;

(5) Deleting section 19 in its entirety and replacing it with:

“19. Subject to section 22, the Province will reimburse the Contractor for any FSPS, except an FSPS for a Purchased Service described in Table 2.4, Service IDs 4.2.1 to 4.2.6, the lower of:

(A) the Contractor's actual cost; and

(B) any rate set out in Table 2, plus any applicable tax.”;

(6) Deleting section 28 in its entirety and replacing it with:

“28. The Province will pay the Contractor a minimum Guaranteed VSF of:

(A) \$333,012.17 for each of the calendar months April 2012 to June 2014; and

(B) \$249,759.13 for each of the calendar months July 2014 to September 2014,

regardless of the number of Case Managed Clients the Contractor serves in any of those months. The Province will pay the Guaranteed VSF in advance on the first day of each of the months of April 2012 to September 2014. Even though the Province pays the Contractor a Guaranteed VSF for a calendar month, the Contractor will deliver an Invoice to the Province, in accordance with section 34, for the calendar month.”;

(7) Deleting Table 1: Client Maximums in its entirety and replacing it with:

“Table 1: Client Maximums

	Client Tier 1	Client Tier 2	Client Tier 3	Client Tier 4
Variable Services Fees				
Client Maximum – VSF	\$1,315	\$9,815	\$11,555	\$19,200
Financial Supports and Purchased Services				
Maximum FSPS Levels	Per Ministry Policy	Per Ministry Policy	Per Ministry Policy	Per Ministry Policy”;

and

(8) Deleting Table 2: Services and Supports in its entirety and replacing it with:

"Table 2: Services and Supports

Service ID	Service	Payment Type	UNIT PRICE ^{6 and 7}				Repeatability (Maximum Allowable Billing) ¹
			Tier 1	Tier 2	Tier 3	Tier 4	
1.0 Self-Serve Services / Non-Case Managed Apprentice Services							
1.1	Self-Serve Services						
	Orientation and Screening	FOF					
	Staffed Self-Serve Resource Area						
	Establish or Confirm Unique Identifier						
	Access to Information on Job Opportunities						
	Directory of Community Services						
	Employment Resource Materials						
	Equipment to Assist in Job Searching						
	Labour Market Information						
	Self-Serve Assessment Tools						
	Employment Focused Workshops						
	Translation and Interpretation Services						
1.2	Non-Case Managed Apprentice Services						
1.2.1	Non-Case Managed Apprentice Application ²	VSF	\$70				5 per Apprentice- ship
1.2.2	Non-Case Managed Apprentice attending Training Out of Province ²	VSF	\$155				5 per Apprentice- ship
2.0 Intake and Case Management							
2.1	Preliminary Needs Assessment						
2.1.1	Preliminary Needs Assessment	VSF	\$105	\$105	\$105	\$105	3 per Client Action Plan
2.2	Case Management						
2.2.1	Formal Needs Assessment and Action Plan Development						

Service ID	Service	Payment Type	UNIT PRICE ^{6 and 7}				Repeatability (Maximum Allowable Billing) ¹
			Tier 1	Tier 2	Tier 3	Tier 4	
2.2.1.1	Formal Needs Assessment and Action Plan Development ³	VSF	N/A	\$220	\$280	\$340	1 per Client Action Plan
2.2.1.2	Renewing an Action Plan ³	VSF	N/A	\$135	\$165	\$200	
2.2.2	Administer and Interpret Additional Assessments						
2.2.2.1	Career Assessment(s)	VSF	N/A	\$135	\$160	\$185	2 per Client Action Plan
2.2.2.2	General Skills Assessment(s)	VSF	N/A	\$105	\$135	\$160	2 per Client Action Plan
2.2.2.3	Evaluation of Self-Assessment(s)	VSF	N/A	\$80	\$105	\$135	2 per Client Action Plan
2.2.2.4	Determine Need for and Make Referral to Specialized Assessment(s)	VSF	N/A	\$165	\$200	\$235	2 per Client Action Plan
2.2.2.5	Disability-Related Employment Needs Assessment	FSPS / VSF	N/A	\$300	\$350	\$400	2 per Client Action Plan
2.2.2.99	Other Types of Assessments	VSF	N/A	\$115	\$135	\$155	2 per Client Action Plan
2.2.3	Client Case Transfers						
2.2.3.1	Receive a Transferred Case from a Different Catchment ⁴	VSF	\$80	\$100	\$120	\$140	No Maximum
2.2.3.2	Transfer a Case to a Different Catchment ⁴	VSF	\$40	\$40	\$55	\$60	No Maximum
2.2.4	Monitor Client Progress						
2.2.4.1	Ongoing Case Management	VSF	N/A	\$360	\$495	\$625	1 per Client Action Plan
2.2.5	Other Services – Specialized Populations						
2.2.5.1	Language Interpretation Services	FSPS	N/A				10 per Client Action Plan
2.2.5.2	Personal Counselling for Employment Readiness	FSPS / VSF	N/A	\$110	\$110	\$110	10 per Client Action Plan
2.2.6	Follow-Up						
2.2.6.1	Week 4 Follow-Up ⁵	VSF	N/A	\$20	\$35	\$45	2 per Client Action Plan

Service ID	Service	Payment Type	UNIT PRICE ^{6 and 7}				Repeatability (Maximum Allowable Billing) ⁸
			Tier 1	Tier 2	Tier 3	Tier 4	
2.2.6.2	Week 12 Follow-Up ⁵	VSF	\$20	\$20	\$35	\$45	2 per Client Action Plan
2.2.6.3	Week 24 Follow-Up ⁵	VSF	N/A	\$35	\$45	\$60	2 per Client Action Plan
2.2.6.4	Job Coaching	FSPS / VSF	N/A	\$1,000	\$1,500	\$2,500	3 per Client Action Plan
2.2.6.5	Job Maintenance or Retention Services – Job Development or Customized Employment Development 1–36 Weeks	FSPS / VSF	N/A	\$900	\$1,100	\$1,500	2 per Client Action Plan
2.2.6.6	Job Maintenance or Retention Services – Job Development or Customized Employment Development 37– 48 Weeks	FSPS / VSF	N/A	\$250	\$300	\$500	2 per Client Action Plan
2.3	Assess and Determine Financial Need	Incorporated into other individual Services and fees.					
2.4	Financial Agreements						
2.6	Manage Client File Services						
3.0 Case Managed Services							
3.1	Financial Supports						
3.1.1	Living Supports	FSPS	N/A				
3.1.2	Transportation Supports	FSPS					
3.1.3	Dependent Care	FSPS					
3.1.4	Essential Work Clothing Support	FSPS					
3.1.5	Essential Work Supplies, Tools or Equipment	FSPS					
3.1.6	Books and Supplies Required for Course(s)	FSPS	N/A				
3.1.7	Tuition	FSPS	N/A				
3.1.8	Other Incidental Training-related Costs and Fees	FSPS	N/A				
3.1.9	Personal Grooming and Hygiene	FSPS					
3.1.10	Food	FSPS	N/A				

Service ID	Service	Payment Type	UNIT PRICE ^{6 and 7}				Repeatability (Maximum Allowable Billing) ¹
			Tier 1	Tier 2	Tier 3	Tier 4	
3.1.11	Licences	FSPS					
3.1.13	Wage Subsidy Work Experience Placements – Employer Payments	FSPS	N/A				
3.1.14	Disability Related Costs						
3.1.14.1	Assistive Devices, Equipment or Technology	FSPS	N/A				
3.1.14.2	Workplace Access or Modifications	FSPS	N/A				
3.1.99	Other Financial Supports						
3.1.99	Other Financial Supports	FSPS	N/A				
3.2	Employment Support Services - Topics	Paid through Service ID 3.4.10					
3.4	Employment Support Services						
3.4.10	Employment Support Services	VSF	\$275	\$900	\$1,100	\$1,300	1 per Client Action Plan
3.5	Placement Support Services						
3.5.1	Placement Support - Job Development						
3.5.1.1	Placement Support - Job Development: Part I	FSPS/ VSF	N/A	\$700	\$900	\$1,200	2 per Client Action Plan
3.5.1.2	Placement Support - Job Development: Part II	FSPS / VSF	N/A	\$300	\$400	\$500	2 per Client Action Plan
3.5.2	Placement Support - Customized Employment Development						
3.5.2.1	Discovery Employment Profile Service	FSPS / VSF	N/A	\$1,300	\$1,500	\$1,700	1 per Client Action Plan
3.5.2.2	Placement Support - Customized Employment Development: Part I	FSPS / VSF	N/A	\$1,300	\$1,500	\$1,700	2 per Client Action Plan
3.5.2.3	Placement Support - Customized Employment Development: Part II	FSPS / VSF	N/A	\$500	\$550	\$600	2 per Client Action Plan
3.5.3	Placement Support – Unpaid Work Experience						
3.5.3.1	Placement Support - Unpaid Work Experience: Pre-placement/Agreement	FSPS / VSF	N/A	\$365	\$465	\$565	3 per Client Action Plan
3.5.3.3	Placement Support - Unpaid Work Experience: Monitor / Close out	FSPS / VSF	N/A	\$245	\$300	\$345	3 per Client Action Plan
3.5.3.4	Placement Support - Unpaid Work Experience: Amend Agreement	FSPS / VSF	N/A	\$100	\$100	\$100	3 per Client Action Plan
3.5.4	Placement Support – Wage Subsidy Work Experience						

Service ID	Service	Payment Type	UNIT PRICE ^{6 and 7}				Repeatability (Maximum Allowable Billing) ¹
			Tier 1	Tier 2	Tier 3	Tier 4	
3.5.4.1	Placement Support – Wage Subsidy Work Experience: Pre-placement	VSF	N/A	\$215	\$245	\$280	2 per Client Action Plan
3.5.4.2	Placement Support – Wage Subsidy Work Experience: Agreement	VSF	N/A	\$240	\$240	\$240	2 per Client Action Plan
3.5.4.3	Placement Support – Wage Subsidy Work Experience: Monitor / Close out	VSF	N/A	\$455	\$455	\$455	2 per Client Action Plan
3.5.4.4	Placement Support – Wage Subsidy Work Experience: Amend Agreement	VSF	N/A	\$100	\$100	\$100	2 per Client Action Plan
3.5.5	Placement Support – Job Creation Partnerships						
3.5.5.1	Placement Support – Job Creation Partnerships: Pre-Placement / Agreement	VSF	N/A	\$255	\$285	\$320	2 per Client Action Plan
3.5.5.3	Placement Support – Job Creation Partnerships: Monitor / Close out	VSF	N/A	\$385	\$420	\$455	2 per Client Action Plan
3.5.5.4	Placement Support – Job Creation Partnerships: Amend Agreement	VSF	N/A	\$100	\$100	\$100	2 per Client Action Plan
3.5.6	Placement Support – Project Based Labour Market Training						
3.5.6.1	Placement Support – Project Based Labour Market Training: Pre-Placement / Agreement	VSF	N/A	\$255	\$285	\$320	2 per Client Action Plan
3.5.6.3	Placement Support – Project Based Labour Market Training: Monitor/Close out	VSF	N/A	\$385	\$420	\$455	2 per Client Action Plan
3.5.6.4	Placement Support – Project Based Labour Market Training: Amend Agreement	VSF	N/A	\$100	\$100	\$100	2 per Client Action Plan
4.0 Training Services (Including Short-Term Orientation and Certificate Courses)							
4.1	Training Services						
4.1.1	Skills Training - Occupation Skills						
4.1.1.1	Skills Training: Pre-Application	VSF	N/A	\$380	\$420	\$460	1 per Client Action Plan
4.1.1.2	Skills Training: Application / Agreement	VSF	N/A	\$175	\$205	\$325	1 per Client Action Plan
4.1.1.3	Skills Training: Monitor / Close out	VSF	N/A	\$360	\$395	\$425	1 per Client Action Plan
4.1.2	Skills Training – Feepayer						
4.1.2.1	Skills Training – Feepayer: Application / Agreement	VSF	N/A	\$305	\$345	\$385	1 per Client Action Plan

Service ID	Service	Payment Type	UNIT PRICE ^{6 and 7}				Repeatability (Maximum Allowable Billing) ¹
			Tier 1	Tier 2	Tier 3	Tier 4	
4.1.2.3	Skills Training - Feepayer: Monitor / Close out	VSF	N/A	\$200	\$225	\$255	1 per Client Action Plan
4.1.3	Skills Training - Case Managed Apprentice						
4.1.3.1	Skills Training - Case Managed Apprentice: Application / Agreement	VSF	N/A	\$360	\$425	\$495	1 per Client Action Plan
4.1.3.3	Skills Training - Case Managed Apprentice: Monitor / Close out	VSF	N/A	\$200	\$255	\$305	1 per Client Action Plan
4.1.4	Skills Training - Basic and Essential Skills						
4.1.4.1	Skills Training - Basic and Essential Skills: Application / Agreement	VSF	N/A	\$435	\$435	\$435	3 per Client Action Plan
4.1.4.3	Skills Training - Basic and Essential Skills: Monitor / Close out	VSF	N/A	\$215	\$305	\$400	3 per Client Action Plan
4.1.5	Skills Training - Amendments						
4.1.5.1	Skills Training: Amend Agreement or Renew Multi-Year Training Agreement (all Skills Training types)	VSF	N/A	\$135	\$135	\$135	No Maximum
4.2	Training - Short-Term Orientation and Certificate (STOC) Courses						
4.2.1	Workplace Hazardous Materials Information System (WHMIS)	FSPS ⁸ / VSF	\$155	\$165	\$180	\$195	2 per Client Action Plan
4.2.2	Emergency First Aid	FSPS ⁸ / VSF	\$155	\$165	\$180	\$195	2 per Client Action Plan
4.2.3	WorldHost® (formerly SuperHost®)	FSPS ⁸ / VSF	\$125	\$140	\$155	\$165	2 per Client Action Plan
4.2.4	Serving It Right	FSPS ⁸ / VSF	\$135	\$145	\$160	\$175	2 per Client Action Plan
4.2.5	FoodSafe	FSPS ⁸ / VSF	\$155	\$165	\$180	\$195	2 per Client Action Plan
4.2.6	Basic Computer Training	FSPS ⁸ / VSF	\$155	\$165	\$180	\$195	2 per Client Action Plan
4.2.98	Administration for Short-Term Orientation and Certificate Training Services	VSF	\$40	\$40	\$40	\$40	No Maximum
4.2.99	Other STOC Training	FSPS ⁸					No Maximum
5.0 Self Employment Orientation and Assessment and Self Employment Services							
5.1	Self Employment - Orientation and Assessment Services						

Service ID	Service	Payment Type	UNIT PRICE ^{6 and 7}				Repeatability (Maximum Allowable Billing) ¹
			Tier 1	Tier 2	Tier 3	Tier 4	
5.1.1	Mandatory Self-Employment Orientation and Assessment Workshop	VSF	N/A	\$435	\$435	\$435	1 per Client Action Plan
5.1.2	Client Assessment	VSF	N/A	\$160	\$200	\$240	1 per Client Action Plan
5.1.3	Business Concept Development and Acceptance	VSF	N/A	\$400	\$400	\$400	1 per Client Action Plan
5.1.4	Case Manager Responsibilities related to Self Employment Orientation and Assessment Services	VSF	N/A	\$400	\$400	\$400	1 per Client Action Plan
5.2	Self Employment Services						
5.2.1	Business Plan Development						
5.2.1.1	Business Plan Development	FSPS / VSF	N/A	\$1,115	\$1,115	\$1,145	1 per Client Action Plan
5.2.1.2	Entrepreneurial Workshops – Part 1	FSPS / VSF	N/A	\$935	\$935	\$1,000	1 per Client Action Plan
5.2.1.3	Ongoing Coaching and Mentoring for Self Employment – Part 1	FSPS / VSF	N/A	\$765	\$765	\$765	1 per Client Action Plan
5.2.2	Business Launch and Implementation						
5.2.2.1	Business Launch and Implementation	FSPS / VSF	N/A	\$665	\$785	\$905	1 per Client Action Plan
5.2.2.2	Entrepreneurial Workshops – Part 2	FSPS / VSF	N/A	\$465	\$465	\$465	1 per Client Action Plan
5.2.2.3	Ongoing Coaching and Mentoring for Self Employment – Part 2	FSPS / VSF	N/A	\$615	\$720	\$720	1 per Client Action Plan
5.2.3	Case Manager responsibilities related to Self Employment Services						
5.2.3.1	SE Case Manager Responsibilities - General	VSF	N/A	\$280	\$280	\$280	1 per Client Action Plan
5.2.3.2	Amend Self-Employment Agreement	VSF	N/A	\$100	\$100	\$100	1 per Client Action Plan
6.0 Specialized Assessments							
6.1	Neuropsychological Vocational Assessment	FSPS	N/A				
6.2	Vocational Psychological Assessment	FSPS	N/A				
6.3	Physical/Functional Work Capacity Assessment	FSPS	N/A				
6.4	Learning Disability Assessment	FSPS	N/A				

Service ID	Service	Payment Type	UNIT PRICE ^{6 and 7}				Repeatability (Maximum Allowable Billing) ¹
			Tier 1	Tier 2	Tier 3	Tier 4	
6.5	Speech and Language Assessment	FSPS	N/A				
6.6	Work Simulation Assessment	FSPS	N/A				
6.7	Audiological Assessment	FSPS	N/A				
6.8	Ergonomic Assessment	FSPS	N/A				
6.9	Assistive Technology Assessment	FSPS	N/A				
6.10	Medical Assessment	FSPS	N/A				
6.11	Prior Learning Assessment	FSPS	N/A				
6.12	Foreign Credentialing	FSPS	N/A				
6.99	Other Specialized Assessments	FSPS	N/A				
7.0 Other VSF Services							
7.99	Other VSF Services	VSF	N/A				As specified in Program policy"

Notes:

- ¹ Repeatability (Maximum Billing). Pursuant to Schedule A, no Services or Financial Supports may be repeated unless clearly necessary, which the Contractor must rationalize and fully document in the Client File. Any repeated Services or Financial Supports must be provided in accordance with Ministry Policy and must not exceed the maximum repeatability specified in the Payment Table
- ² Non-Case Managed Apprentices Services 1.2.1 and 1.2.2 are associated with Tier 0 in ICM. Tier 0 is not included in the Payment Tables. These services will be billed at the price reflected in the Payment Table.
- ³ Only one of VSF Services 2.2.1.1 or 2.2.1.2 is permitted for billing within a single Client Action Plan. Both services include Formal Needs Assessment / Action Plan Development services; the difference being that 2.2.1.2 is billed only when a Client meets the criteria for a subsequent Renewed Client Action Plan, as not all activities are repeated.
- ⁴ 2.2.3.1 and 2.2.3.2 VSF services are also available for Clients in Tier 0, who are Non-Case Managed (e.g. Non-Case Managed Apprentices). This is not reflected in the Payment Table above. The price for Tier 0 service is equal to the price for the Tier 1 service.
- ⁵ The Payment Table for Services 2.2.6.1, 2.2.6.2, and 2.2.6.3 indicate a maximum repeatability of 2 billings per Client Action Plan. For Clients in Client Tiers 2, 3 and 4, there is flexibility to which VSFs are permitted to be repeated (e.g. where a Client achieves a Community Attachment Outcome prior to achieving Labour Market Attachment or in circumstances where a Client who achieves Labour Market Attachment loses a job). The flexibility allows for up to a maximum of 6 instances of the 3 VSFs available for billing, regardless of how many instances for any single VSF. For Clients in Client Tier 1, only Service 2.2.6.2 is available up to a maximum of 2 services.
- ⁶ Client Tier Unit prices in the Payment Table above, that specify "N/A," indicate that Clients in that Client Tier are ineligible for the Service or Support.
- ⁷ Client Tier Unit prices in the Payment Table above, that are shaded in grey without an "N/A," or a specific fee amount, indicate that the service or support is available only as an FSPS. FSPS parameters are defined in Ministry Policy.
- ⁸ Unit price does not apply to services billed as FSPS. See section 20 of this Schedule.

**Amending Agreement
(EPBC Contract)**

Contract #: 52	CFMS Contract #: SESC469691200052
Contract Catchment Name: KELOWNA	

THIS AMENDING AGREEMENT is made April 1, 2015.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**

represented by the **MINISTER OF SOCIAL DEVELOPMENT AND SOCIAL INNOVATION**
(the "Province", "we", "us", or "our" as applicable)

AND:

MAXIMUS CANADA EMPLOYMENT SERVICES INC
(the "Contractor", "you", or "your" as applicable)

WHEREAS:

- A. The parties entered into an agreement, Contract No. 52 made November 15, 2011 (the "Agreement").
- B. The parties have modified the Original Agreement by way of subsequent written amending agreements.
- C. The parties further modified the Original Agreement effective July 15, 2013 by replacing the Original Agreement and all subsequent amendments with a replacement agreement (the "July 2013 Agreement").
- D. The parties have modified the July 2013 Agreement by way of subsequent written amending agreements.
- E. The parties have agreed to further modify the July 2013 Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Schedule A to the Amended Agreement is amended by:

(1) In Part C, section 2:

(i) deleting subsection 2.2.1 (4) in its entirety and replacing it with:

"(4) In accordance with Ministry Policy, the Contractor may provide Case Management and Case Managed Services to a Client residing outside the Contractor's Catchment Area if the Client has objectively justifiable reasons for receiving Services in the Contractor's Catchment Area";

and

(ii) deleting subsections 2.2.1.1 (iv) under subheadings "*Formal Needs Assessment*" and "*Action Plan Development*" in their entirety;

and

(2) In Part D, deleting sections 2.0 and 3.0 in their entirety and replacing them with:

"2.0 Key Performance Measures and Standards

(A) Effective April 1, 2015, the Contractor will meet the performance standards for the key performance measures described in Table 1 for the remainder of the Term and any Extension.

Table 1: Key Performance Measures and Standards for Case Managed Clients

Performance Measure			Performance Standard			
Achieving Labour Market Attachment Outcomes			Tier 1	Tier 2	Tier 3	Tier 4
1	Percentage of Clients who Achieve Labour Market Attachment					
	a	All Clients	80%	80%	50%	25%
	b	Specialized Population Clients	80%	80%	50%	25%
Maintaining Labour Market Attachment Outcomes			Tier 1	Tier 2	Tier 3	Tier 4
2	Percentage of Clients who are employed at the requisite follow-up period(s) after achieving Labour Market Attachment					
	a	All Clients	90%	80%	70%	60%
	b	Specialized Population Clients	90%	80%	70%	60%
Alignment of Labour Market Attachment Outcomes with investment			Tier 1	Tier 2	Tier 3	Tier 4

3	Percentage of Clients who achieve Labour Market Attachment that is aligned with Training Services received within 24 weeks of completing the Training Services		N/A	75%		
4	Percentage of Clients who receive Self Employment Services who:					
a	Achieve Labour Market Attachment after participating in the Business Launch and Implementation phase		N/A	65%		
b	Maintain independence from EPBC Services and Supports at the requisite follow-up periods after achieving Self Employment Labour Market Attachment		N/A	75%		
Timeliness of Service			Tier 1	Tier 2	Tier 3	Tier 4
5	Percentage of BCEA Employment Obligated Clients referred for Case Management who have their initial appointment scheduled within 10 Business Days of their Case Management Referral Date		N/A	80%	70%	60%
6	Percentage of Clients in Tier 2, 3 or 4 who have an Action Plan developed within 20, 30 or 40 Business Days from the start of their Formal Needs Assessment		N/A	80% in 20 days	80% in 30 days	80% in 40 days
7	Percentage of Clients who receive their first Service or Financial Support not later than 10 business days after the completion of their assessment		80%			
Service to Specialized Populations			Tier 1	Tier 2	Tier 3	Tier 4
8	Percentage of Case Managed Clients who are members of a Specialized Population group		50%			

- (B) The Province may change the performance standards from time to time.
- (C) For every calendar month of the Term and any Extension, the Province will monitor the Contractor's performance with respect to the key performance measures described in Table 1.
- (D) At the end of each Fiscal Year, during the Term and any Extension, the Province will calculate the Contractor's average performance result for the Fiscal Year for each of measures 5 to 7 described in Table 1, by summing the Contractor's performance results for all calendar months of the Fiscal Year (calculated on the last day of each month) and dividing by twelve (12).
- (E) For the Fiscal Year April 1, 2015 to March 31, 2016 and each subsequent Fiscal Year, if the Contractor's average performance result for any of measures 5 to 7 is below the applicable performance standard described in Table 1, the Province will levy a financial Penalty against the

Contractor. The Penalty will be equal to the difference between the Contractor's average performance results for the Fiscal Year and the applicable performance standard, multiplied by the total amount of fees the Province paid the Contractor for the associated Services for the Fiscal Year."

2. Each Party may enter this Amending Agreement by each executing a separate copy of it (including a photocopy or faxed copy) and delivering it to the other Party by a method provided for in paragraph 20.1 of the Amended Agreement or any other method agreed to by the Parties.

THE PARTIES have executed this Amending Agreement as follows:

SIGNED by a duly authorized representative)
of the Province in the presence of:)

Wendy Leach
[witness signature])

Wendy Leach
[witness name])

614 Humboldt St.
[witness address])

Victoria BC, V8W 1A4
[witness address])

Nichola Manning
[Ministry representative signature])

Nichola Manning
[Ministry representative name])

Assistant Deputy Minister
[Ministry representative title])

SIGNED by a duly authorized representative)
of the Contractor in the presence of:)

Debbie Crozier
[witness signature])

DEBBIE CROZIER
[witness name])

609 Broughton ST
[witness address])

Victoria BC
[witness address])

Hannah Edits
[Contractor representative signature])

HANNAH EDITS
[Contractor representative name])

MANAGING DIRECTOR
[Contractor representative title])