

# SERVICES AGREEMENT



## *For Administrative Purposes Only*

Ministry Contract No: cept 46053130008

Requisition No.: \_\_\_\_\_

Solicitation No.(if applicable): \_\_\_\_\_

Commodity Code: \_\_\_\_\_

### **Contractor Information**

Supplier Name: Board of School Trustees School  
District #39 (ATBC)

Supplier No.: \_\_\_\_\_

Telephone No.: 604 269-2203

E-mail Address: vince@at-bc.ca

Website: \_\_\_\_\_

### **Financial Information**

Client: Board of School Trustees School District  
#39 (ATBC)

Responsibility Centre: 46053

Service Line: 51738

STOB: 8050

Project: 4610009

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THIS AGREEMENT is dated for reference the 1st day of April, 2012.

BETWEEN:

**Board of Education of School District No. 39 (Vancouver)** (the "Contractor")  
with the following specified address and fax number:  
Assistive Technology British Columbia  
108-1750 West 75<sup>th</sup> Avenue  
Vancouver, British Columbia, V6P 6G2  
Fax: 604-263-2267

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented by the **Minister of Social Development** (the "Province") with the following specified address and fax number:  
Ministry of Social Development  
Employment and Labour Market Services Division  
2<sup>nd</sup> Floor, 614 Humboldt Street  
PO Box 9935 Stn Prov Govt  
Victoria, British Columbia, V8W 9R2  
Fax: 250-387-2069

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

## **1 DEFINITIONS**

### **General**

1.1 In this Agreement, unless the context otherwise requires:

- (a) "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;
- (b) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (c) "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;
- (d) "Extension" means an extension to the term of the Agreement described in section 2.3;
- (e) "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 Subcontractor;

- (f) "Material" means the Produced Material and the Received Material;
- (g) "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 Subcontractor and includes the Incorporated Material;
- (h) "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;
- (i) "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 Subcontractor from the Province or any other person;
- (j) "Services" means the services described in Part 2 of Schedule A;
- (k) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (l) "Term" means the term of the Agreement described in paragraph (a) of section 2.2, subject to that term ending earlier in accordance with this Agreement.

#### Meaning of "record"

- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

## 2 SERVICES

#### Provision of services

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

#### Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during,
  - (a) the five (5) year period that commences **April 1, 2012** and ends **March 31, 2017**, and
  - (b) any Extension.

#### Extension

- 2.3 The Parties may agree to an extension of the Term for a period of up to two (2) years commencing **April 1, 2017**.

#### No assurance of extension

- 2.4 The Province gives the Contractor no assurances, expressed or implied that the Province will wish to enter into an agreement with the Contractor to extend this Agreement beyond the Term and the Contractor cannot compel the Province to enter discussions or negotiations with the Contractor regarding an Extension

Agreement assumed not to exceed term

- 2.5 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.

Notice for extension

- 2.6 If the Province wishes to enter into an agreement with the Contractor for an Extension, the Province will provide the Contractor with written notice on or before **January 15, 2017**.

Extension terms and conditions

- 2.7 If the Parties agree to an 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, including Province's right to terminate this Agreement pursuant to Article 11.

Supply of various items

- 2.8 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.9 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.

Standards in relation to persons performing Services

- 2.10 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.11 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the 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 instructions are carried out.

Confirmation of non-written instructions

- 2.12 If the Province provides an instruction under section 2.11 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

#### Effectiveness of non-written instructions

- 2.13 Requesting written confirmation of an instruction under section 2.12 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

#### Applicable laws

- 2.14 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

#### Business Continuity Plan

- 2.15 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 signing this Agreement;
  - (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.

### 3 PAYMENT

#### Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
  - (b) the expenses, if any, described in that Schedule 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; and
  - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

#### Statements of accounts

- 3.2 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 upon completion of the Services or at other times described in Schedule B.

#### Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the



Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

#### Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

#### Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

#### Non-resident income tax

- 3.6 If the Contractor is not a 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.

#### Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

#### Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
  - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

## 4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
    - (i) 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 being entered into) are in all material respects true and correct,
- (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
- (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
  - (i) 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 all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
  - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

## 5 PRIVACY, SECURITY AND CONFIDENTIALITY

### Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

### Security

- 5.2 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.

### Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use 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;
  - (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.

## Public announcements

- 5.4 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.

## Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

## 6 MATERIAL AND INTELLECTUAL PROPERTY

### Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

### Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

### Matters respecting intellectual property

- 6.3 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.

Upon 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 which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

### Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license 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.

## **7 RECORDS AND REPORTS**

### **Work reporting**

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

### **Time and expense records**

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, 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 years after this Agreement ends.

## **8 AUDIT**

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

## **9 INDEMNITY AND INSURANCE**

### **Indemnity**

- 9.1 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, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors 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.

### **Insurance**

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

### **Workers compensation**

- 9.3 Without limiting the generality of section 2.14, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable

occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

#### Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense 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* or similar laws in other jurisdictions; and
  - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

#### Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

### 10 FORCE MAJEURE

#### Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of 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 embargoif 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 an Event of Force Majeure.

#### Consequence of Event of Force Majeure

- 10.2 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 section 10.3.

## Duties of Affected Party

- 10.3 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.

## 11 DEFAULT AND TERMINATION

### Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
  - (i) an Insolvency Event,
  - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
  - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
  - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
  - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
  - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
  - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
  - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
  - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

### Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
  - (b) pursue any remedy or take any other action available to it at law or in equity; or
  - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

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

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least ninety (90) days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
  - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

## **12 DISPUTE RESOLUTION**

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

#### Location of arbitration or mediation

12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

#### Costs of mediation or arbitration

12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

### 13 PUBLIC ANNOUNCEMENTS AND USE OF PROVINCE MARKS

#### Province will arrange announcements

13.1 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.

#### Contractor's obligations – communications, announcements and Province Marks

13.2 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;
- 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;

- (e) incorporate a Province Mark of the Province's choice in any acknowledgment described in paragraph (d) or any signage described in paragraph (e);
- (f) not use any Province Mark in any capacity or for any purpose other than those set out in paragraph (f); and
- (g) 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.

#### Province's obligations – Province Marks

- 13.3 After the execution of this Agreement, the Province will provide the Contractor with the Province Mark that the Contractor must use as described in section 13.2 and may from time to time during the Term or any Extension, provide the Contractor with a replacement Province Mark.

#### Public comment naming the Contractor

- 13.4 The Province will consult with the Contractor before making any public comment about the Services that references the Contractor's name.

### 14 CRIMINAL RECORD CHECKS

#### Definitions relating to criminal record checks

- 14.1 In this section and sections 14.2 to 14.13:

- (a) "Act" means the *Criminal Records Review Act*, R.S.B.C. 1996, c. 86, as may be amended from time to time;
- (b) "Certified Criminal Record Check" means the results in writing of a search conducted and certified by the Royal Canadian Mounted Police of all relevant information accessible by the Royal Canadian Mounted Police for a Criminal Record for an individual using the individual's fingerprints;
- (c) "Conviction" has the meaning given to that term in section 1 of the Act;
- (d) "Criminal Code" means the *Criminal Code*, R.S.C. 1985, c. C-46, as may be amended from time to time;
- (e) "Criminal Record" means an Outstanding Charge or a Conviction for an Offence;
- (f) "Criminal Record Check" means the results in writing of a search by a Local Police Agency or an Equivalent Organization of all relevant information accessible by the Local Police Agency or the Equivalent Organization, as applicable, for a Criminal Record for an individual;
- (g) "Employee" means any person that is the Contractor's employee, contractor, officer, director, agent, volunteer or Subcontractor, or an employee, contractor, officer, director, agent or volunteer of a Subcontractor;

- (h) "Equivalent Organization" means a person organization approved in advance by the Province that obtains criminal record checks equivalent to Criminal Record Checks obtained by any Local Police Agency;
- (i) "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;
- (j) "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;
- (k) "Offence" means an Offence (Canadian) or an Offence (Foreign);
- (l) "Offence (Canadian)" means an offence under a provision of the Criminal Code and includes a predecessor to that provision;
- (m) "Offence (Foreign)" means an offence in a jurisdiction outside Canada that is similar to an Offence (Canadian);
- (n) "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;
- (o) "Participant" means any individual who receives Services from the Contractor pursuant to this Agreement;
- (p) "Relevant Offence" has the meaning given to that term in section 1 of the Act;
- (q) "Security Related Offence" means a Security Related Offence (Canadian) or a Security Related Offence (Foreign);
- (r) "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;
- (s) "Security Related Offence (Foreign)" means an offence in a jurisdiction outside Canada that is similar to a Security Related Offence (Canadian); and
- (t) "Services Team" means the Employees the Contractor employs or retains to provide the Services.

#### Contractor's obligation to obtain criminal record checks

14.2 The Contractor must, for any Employee that as a result of this Agreement has

- (a) contact with any Participant, or
  - (b) access to Information Systems,
- obtain at the Contractor's expense, a Criminal Record Check
- (c) before the Employee has contact with any Participant or access to Information Systems,
  - (d) before the Employee has further contact with any Participant or further access to Information Systems, any time the Contractor becomes aware that the Employee has an Outstanding Charge for or has been convicted of a Relevant Offence or a Security Related Offence, and
  - (e) every two (2) years after the Employee's previous Criminal Record Check.

#### Contractor's obligation to obtain certified criminal record checks

- 14.3 If the information in a Criminal Record Check discloses that an Employee has or, a Criminal Record, the Contractor must obtain, at the Contractor's expense, a Certified Criminal Record Check for the Employee.

#### Exemption from obtaining a criminal record check

- 14.4 The Province may exempt the Contractor from a requirement in sections 14.2 or 14.3 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.

#### Assessing a criminal record check – relevant offence

- 14.5 If a Criminal Record Check or Certified Criminal Record Check for any Employee described in paragraph 14.2 (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.

#### Assessing a criminal record check – security related offence

- 14.6 If a Criminal Record Check or Certified Criminal Record Check for any Employee described in paragraph 14.2 (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.

#### Considerations when assessing a criminal record check

- 14.7 In making a determination under sections 14.5 or 14.6, 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.

#### Removal of an Employee – risk of abuse

- 14.8 If the Contractor determines pursuant to section 14.5 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.

#### Removal of an Employee – risk to information systems security

- 14.9 If the Contractor determines pursuant to section 14.6 that an Employee presents a risk of breach in Information Systems security, the Contractor must immediately deny the Employee access to any Information Systems.

#### Province's right to receive a criminal record check

- 14.10 The Contractor must provide to the Province forthwith, any Employee's Criminal Record Check described in section 14.2 or Certified Criminal Record Check described in section 14.3, 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,
    - (h) the Criminal Record Check or the Certified Criminal Record Check is for an Employee described in paragraph 14.2 (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 paragraph 14.2 (b) and discloses an Outstanding Charge relating to, or a Conviction for a Security Related Offence.

#### Province's right to request removal of an employee

- 14.11 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.

#### Failure to obtain or provide the Province with a criminal record check

- 14.12 If the Contractor fails to:
- (a) obtain for an Employee,
    - (i) a Criminal Record Check pursuant to section 14.2; or
    - (ii) a Certified Criminal Record Check pursuant to section 14.3; or
  - (b) provide the Province with an Employee's Criminal Record Check or Certified Criminal Record Check pursuant to section 14.10,
- 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.

#### Criminal record checks and Schedule G

- 14.13 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 14.

## 15 MISCELLANEOUS

### Delivery of notices

- 15.1 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) 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) 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.

### Change of address or fax number

- 15.2 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 given, will supersede for purposes of section 15.1 any previous address or fax number specified for the party giving the notice.

### Assignment

- 15.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.

### Subcontracting

- 15.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
  - (b) any person retained by a person described in paragraph (a) to perform those obligations
- fully complies with this Agreement in performing the subcontracted obligations.

### Waiver

- 15.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

## Modifications

- 15.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

## Entire agreement

- 15.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

## Survival of certain provisions

- 15.8 Sections 2.14, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.2, 13.4, 15.1, 15.2, 15.8, and 15.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

## Schedules

- 15.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

## Independent contractor

- 15.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
  - (b) an agent of the Province except as may be expressly provided for in this Agreement.

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

## Personnel not to be employees of Province

- 15.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

## Key Personnel

- 15.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, 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.

## Pertinent information

- 15.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

#### Conflict of interest

- 15.14 The Contractor must not provide any services to any person in circumstances which, 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.

#### Time

- 15.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

#### Conflicts among provisions

- 15.16 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.

#### Agreement not permit nor fetter

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

#### Remainder not affected by invalidity

- 15.18 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.

#### Further assurances

- 15.19 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.

#### Additional terms

- 15.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

#### Governing law

- 15.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

## 16 INTERPRETATION

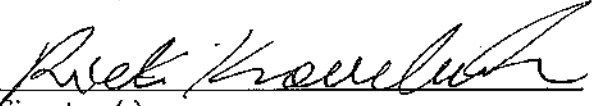
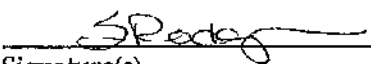
### 16.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) 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;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

## 17 EXECUTION AND DELIVERY OF AGREEMENT

- 17.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>1</u> day of <u>May</u>, 20<u>12</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> Signature(s)</p> <p><u>RICK KROUCEK</u> Print Name(s)</p> <p><u>Secretary Treasurer</u> Print Title(s)</p>	<p>SIGNED on the <u>10</u> day of <u>May</u>, 20<u>12</u> on behalf of the Province by its duly authorized representative:</p> <p> Signature(s)</p> <p><u>Sandy Rodgers</u> Print Name(s)</p> <p><u>Director</u> Print Title(s)</p>
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## **Schedule A – Services**

### **PART 1. TERM:**

1. Subject to section 2 of this Part 1, the Term of this Agreement commences on **April 1, 2012** and ends on **March 31, 2017**.
2. The Parties may agree to an extension of the Term for a period of up to two (2) years commencing **April 1, 2017**.

### **PART 2. SERVICES:**

#### **Outputs**

The Services under this Agreement are to create and maintain an assistive technology loan bank and provide adaptive technology disability supports. The services will be provided to public post secondary students with disabilities that are eligible to work in BC. The services are designed to meet the following goals:

- a) Increase the independence of students with disabilities while attending post secondary education;
- b) Ensure that users of assistive technology can maximize the power of their equipment to enhance post secondary training and eventually employment opportunities;
- c) Reduce barriers caused by limited assistive technology skills with a focus on creating flexible, usable learning environments.

#### **Inputs**

- (a) In providing the Services, the Contractor will provide qualified staff as follows:
  - a. A minimum of two-years experience working in the field of adaptive technology specializing in assessment and planning services for persons with disabilities or;
  - b. Qualified Instructors or Occupational Therapists with extensive experience working with individuals with a wide range of disabilities providing adaptive technology to facilitate independence with reading, writing, and communication in post secondary training or;
  - c. Certified Technicians when providing installation and support loaned equipment. Staff who do not possess these qualifications will only be hired with approval from the Province.
  - d. A Client may be determined by the Contractor unsuitable for the Services at any time prior to, or during the delivery of the Services under any of the following circumstances:

- i. They have an active addiction issue and are not in treatment;
- ii. They have violent and/or disruptive behaviour that warrants health and/or safety alerts;
- iii. They require significant English as a Second Language (ESL) training to participate in ATBC Services; and

#### **Clients**

- (a) Referrals will be from Public Post Secondary Institutions.
- (b) For each Year during the Term of this Agreement, the Contractor's target is to serve 200 Clients, with an intended goal of increased access to training.
- (c) Notwithstanding these annual targets, payments to the Contractor under Schedule "B" are limited to the Fiscal Year maximum amounts and aggregate Client total as set out in paragraph 1 of Schedule "B".

#### **Locations**

The Contractor will provide the Services to students at all post secondary institutions throughout the Province of BC.

- (a) The Contractor will provide itinerant, on-line or other alternate service arrangements to Clients where and when appropriate as determined by the Province and the Contractor.

#### **Outcomes**

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

#### **Adaptive Technology Disability Supports**

- (a) The Contractor will manage the provision of adaptive technology disability supports including:
  - Provide expert assessment of adaptive technology needs of Clients attending post secondary institutions;
  - Provide adaptive technology plans for Clients;
  - Meet with Client once eligibility has been established and deliver equipment to Client within two-four weeks of meeting when items do not require special order;
  - Provide Certified Technicians to install and support loaned equipment;
  - Provide Qualified Instructors to train Clients in the use of loaned equipment;

- Provide expert evaluation of emerging technologies and their potential for impact on persons with disabilities in training;
- Provide technical ability to maintain and reconfigure returned equipment for redistribution;
- Maintain ability to ship equipment throughout the province;
- Maintain a database to track client information, equipment loaned, and inventory records with a capability to report out to the Province for the purpose of accountability;

#### **Adaptive Technology Loan Bank**

- (a) The Contractor will maintain and manage an adaptive technology equipment loan bank including:
  - Select and purchase appropriate and most cost effective equipment that meets clients' needs;
  - Maintain the financial capability to bulk purchase large quantities of equipment and to special order non-standard items quickly and efficiently; and,
  - Provide the physical capacity to securely store large quantities of equipment.
- (b) The Province retains ownership of the capital assets purchased by the Contractor for the provision of Services under this Agreement.
- (c) The Contractor assumes the entire stewardship, responsibility and liability arising from the possession and use of capital assets purchased by the Contractor for the provision of Services under this Agreement, including normal maintenance and insurance.
- (d) The Province authorizes the Contractor to negotiate and complete the sale of loaned equipment to participants who have completed a loan term of the equipment with the Contractor. The proceeds of sale may only be used by the Contractor for the purchase of additional adaptive technology equipment for Services under this Agreement.

#### **RECORDS MANAGEMENT**

- (a) Contractor will create, maintain and retain a personal file for each Client accessing direct professional services.
- (b) The Contractor must comply with the Ministry's document titled "Records Management Guidelines for Contractors" as it may be amended from time to time.

- (c) While any Client's personal file is in your possession pursuant to the Terms of the Agreement, it is the property of the Province.

## **STANDARD REQUIREMENTS**

- (a) Representatives of the Province, upon reasonable notice and at all reasonable times, will be permitted on-site visits, observation of the Services in progress, access to all program records and written or oral communication with Clients, employees, or work placement employers, in order to audit the Agreement or evaluate the Services.
- (a) The Services will be assessed by the Province on the basis of achievement of outcomes and evaluation by Clients, Contractors, employers and the community. If an outside evaluation of the Service is undertaken, evaluation methods, tools and timelines will be developed and approved by the Province.
- (b) The Contractor will participate in Provincial program evaluations, and the Contractor will allow the Province or any person authorized by the Province, access to records, to interviews of staff or Clients, or other information. The Contractor will provide administrative or program data as requested by the Province.

## **Reporting requirements**

The Contractor will submit to the Province quarterly Reports that include:

- a) For direct professional services:
- i. The number of clients by disability, education program, and community actively receiving services;
  - ii. The number of client files opened, closed during the quarter;
  - iii. Referral source and
  - iv. The types of services received:
    - Consultation
    - Equipment training
    - Types of Loans
    - Tech support
- b) The first quarterly Reports referred to in section 3.1 are due by July 31, 2012 for the period ending June 30, 2012 and thereafter within thirty (30) days of each quarter's end, for the Term of the Agreement.

- c) Reports referred to in subparagraph 8 (a) of this Schedule "A" will be used to assist the Province to evaluate both the Services received from the Contractor and the overall program.

**PART 3. RELATED DOCUMENTATION:**

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

NOT APPLICABLE.

2. The following are Appendices to this Schedule A:

Appendix 1 – Engagement Letter	ATTACHED: NOT APPLICABLE
Appendix 2 -Solicitation document excerpt	ATTACHED: NOT APPLICABLE
Appendix 3 – Proposal excerpt	ATTACHED: NOT APPLICABLE
Appendix 4 –	ATTACHED: NOT APPLICABLE
3. The following documentation is incorporated by reference into this Schedule A:

**PART 4. KEY PERSONNEL:**

NOT APPLICABLE

## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$2,610,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### 2. FEES:

Flat Rate

**Fees:** 1. Annual Rate from April 1, 2012 to March 31, 2013 \$610,000.00 and

2. Annual Rate from April 1, 2013 to March 31, 2017 \$500,000.00.

### 3. EXPENSES:

**Expenses:** None.

### 4. STATEMENTS OF ACCOUNT:

**Statements of Account:** Subject to the satisfactory performance of the Contractor's obligations, and upon receipt of a quarterly report the Province will pay the Contractor up to a maximum of \$2,610,000.00 under this agreement. In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a description of this Agreement to which the statement relates;
- (e) a statement number for identification; and
- (f) any other billing information reasonably requested by the Province.

### 5. PAYMENTS DUE:

**Payments Due:** Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. See attached payment schedule.

## SCHEDULE B

### Payment Schedule

1. Payments will be made according to the following schedule:

Reporting Period	Reporting Due Date	Payment
April 1, 2012 – June 30, 2012	July 31, 2012	\$152,500.00
July 1, 2012 – September 30, 2012	October 31, 2012	\$152,500.00
October 1, 2012 – December 31, 2012	January 31, 2013	\$152,500.00
January 1, 2013 – March 31, 2013	April 30, 2013	\$152,500.00
April 1, 2013 – June 30, 2013	July 31, 2013	\$125,000.00
July 1, 2013 – September 30, 2013	October 31, 2013	\$125,000.00
October 1, 2013 – December 31, 2013	January 31, 2014	\$125,000.00
January 1, 2014 – March 31, 2014	April 30, 2014	\$125,000.00
April 1, 2014 – June 30, 2014	July 31, 2014	\$125,000.00
July 1, 2014 – September 30, 2014	October 31, 2014	\$125,000.00
October 1, 2014 – December 31, 2014	January 31, 2015	\$125,000.00
January 1, 2015 – March 31, 2015	April 30, 2015	\$125,000.00
April 1, 2015 – June 30, 2015	July 31, 2015	\$125,000.00
July 1, 2015 – September 30, 2015	October 31, 2015	\$125,000.00
October 1, 2015 – December 31, 2015	January 31, 2016	\$125,000.00
January 1, 2016 – March 31, 2016	April 30, 2016	\$125,000.00
April 1, 2016 – June 30, 2016	July 31, 2016	\$125,000.00
July 1, 2016 – September 30, 2016	October 31, 2016	\$125,000.00
October 1, 2016 – December 31, 2016	January 31, 2017	\$125,000.00
January 1, 2017 – March 31, 2017	April 30, 2017	\$125,000.00

3. No payment will be made until the Province has received a properly completed invoice.
4. The Province will not purchase or lease capital assets on behalf of the Contractor, under this Agreement.
5. The maximum Agreement value referred to in paragraph 1 Schedule B Fees and Expenses includes accommodation for wage and benefit increases, for non-unionized agencies, for the Term of this Agreement.



**Schedule C – Approved Subcontractor(s)**

Not applicable.

## **Schedule D – Insurance**

1. For so long as the Contractor is < **Board of Education of School District No. 39 (Vancouver)** >, the Province acknowledges the Contractor is adequately covered by the Schools Protection Program for its liabilities under this Agreement and no evidence of insurance will be required.

## 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);
  - (c) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (d) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.

### Purpose

2. The purpose of this Schedule is to:
  - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
  - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

### Collection of personal information

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

### **Accuracy of personal information**

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

### **Requests for access to personal information**

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

### **Correction of personal information**

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate 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 the custody or under the control of the Contractor, 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 the custody or under the control of the Contractor, 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 the Contractor's management of personal information or the Contractor's 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 subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with 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 this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

## **Schedule F – Additional Terms**

Not applicable.



## Schedule G – Security Schedule

### 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) "Information" means information
    - (i) in the Material, or
    - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
  - (d) "Record" means a "record" as defined in the *Interpretation Act*;
  - (e) "Sensitive Information" means
    - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, 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 subcontractor if an individual, or
    - (ii) an employee or volunteer of the Contractor or of a subcontractor.

### Schedule contains additional obligations

2. 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.

### 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 Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

### 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 Informationto 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 them or deliver them 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 subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors 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
- 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.

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

\*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.

## **AMENDING AGREEMENT**

**Contract #** cepd 46053130008  
**Modification #** 01

THIS AMENDING AGREEMENT is made April 1, 2017.

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:

**BOARD OF EDUCATION OF SCHOOL DISTRICT NO.39 (VANCOUVER)**  
(the "Contractor", "you", or "your" as applicable)

WHEREAS:

- A. The parties entered into an agreement dated for reference April 1, 2012 (the "Agreement") for the Contractor to carry out the Services on the terms and conditions set out in the Agreement;
- B. The parties have agreed to modify the Agreement.

THE PARTIES AGREE AS FOLLOWS:

- 1. Delete the words "or any Extension" and "and any Extension" any place they occur in the Agreement.
- 2. Delete subsection 1.1 (d) in its entirety;
- 3. Delete section 2.2 of the Agreement in its entirety and replace it with:

"2.2 Regardless of the date the Parties execute or deliver this Agreement, the Contractor must provide the Services during the seven (7) year period that commences **April 1, 2012** and ends **March 31, 2019** (the "Term"), unless this Agreement terminates sooner pursuant to Article 11."

4. Delete sections 2.3 through 2.7 of the Agreement and the respective headings preceding them.

5. Delete section 15.15 of the Agreement in its entirety and replace it with:

"15.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification of this Agreement, whether or not expressly restated in the document effecting the modification."

6. In Schedule A to the Agreement:

(a) Delete Part 1 in its entirety;

(b) In Part 2, under the heading "Reporting requirements", delete subsections a) iii and iv in their entirety and replace them with:

- "iii. Referral source
- iv. The types of services received:
  - Consultation
  - Equipment training
  - Types of loaned equipment
  - Tech support and
- v. The number of clients referred to employment services"

7. In Schedule B to the Agreement:

(a) In section 1, delete "\$2,610,000.00" and replace it with "\$3,610,000.00";

(b) In section 2.2, delete "2017" and replace it with "2019";

(c) In section 4, delete "\$2,610,000.00" and replace it with "\$3,610,000.00";

(d) In section 5, delete subsection 1 in its entirety and replace it with

"1. Payments will be made according to the following schedule:



<b>Reporting Period</b>	<b>Reporting Due Date</b>	<b>Payment</b>
April 1, 2012 – June 30, 2012	July 31, 2012	\$152,500.00
July 1, 2012 – September 30, 2012	October 31, 2012	\$152,500.00
October 1, 2012 – December 31, 2012	January 31, 2013	\$152,500.00
January 1, 2013 – March 31, 2013	April 30, 2013	\$152,500.00
April 1, 2013 – June 30, 2013	July 31, 2013	\$125,000.00
July 1, 2013 – September 30, 2013	October 31, 2013	\$125,000.00
October 1, 2013 – December 31, 2013	January 31, 2014	\$125,000.00
January 1, 2014 – March 31, 2014	April 30, 2014	\$125,000.00
April 1, 2014 - June 30, 2014	July 31, 2014	\$125,000.00
July 1, 2014 – September 30, 2014	October 31, 2014	\$125,000.00
October 1, 2014 – December 30, 2014	January 31, 2015	\$125,000.00
January 1, 2015 – March 31, 2015	April 30, 2015	\$125,000.00
April 1, 2015 – June 30, 2015	July 31, 2015	\$125,000.00
July 1, 2015 – September 30, 2015	October 31, 2015	\$125,000.00
October 1, 2015 – December 31, 2015	January 31, 2016	\$125,000.00
January 1, 2016 – March 31, 2016	April 30, 2016	\$125,000.00
April 1, 2016 – June 30, 2016	July 31, 2016	\$125,000.00
July 1, 2016 – September 30, 2016	October 31, 2016	\$125,000.00
October 1, 2016 – December 31, 2016	January 31, 2017	\$125,000.00
January 1, 2017 – March 31, 2017	April 30, 2017	\$125,000.00
April 1, 2017 – June 30, 2017	July 31, 2017	\$125,000.00
July 1, 2017 – September 30, 2017	October 31, 2017	\$125,000.00
October 1, 2017 – December 31, 2017	January 31, 2017	\$125,000.00
January 1, 2018 – March 31, 2018	April 30, 2018	\$125,000.00
April 1, 2018 – June 30, 2018	July 31, 2018	\$125,000.00
July 1, 2018 – September 30, 2018	October 31, 2018	\$125,000.00
October 1, 2018 – December 31, 2018	January 31, 2019	\$125,000.00
January 1, 2019 – March 31, 2019	April 30, 2019	\$125,000.00

8. This Amending Agreement may be entered into by a separate copy of this Amending Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 of the 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: )

[Signature] )  
[witness signature] )  
A. MERRISON )  
[witness name] )  
730 GRANT AVE. )  
[witness address] )  
COURTENAY, BC V9N 2T3 )  
[witness address] )

[Signature] )  
[Ministry representative signature] )  
Bill Deeks )  
[Ministry representative name] )  
Regional Director )  
[Ministry representative title] )

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

[Signature] )  
[witness signature] )  
VINCE TOMASSETTI )  
[witness name] )  
105-1750 W 75th AVENUE )  
[witness address] )  
VANCOUVER BC V6P 6G2 )  
[witness address] )

[Signature] )  
[Contractor representative signature] )  
Guy Bonney )  
[Contractor representative name] )  
INTERIM SECRETARY TREASURER )  
[Contractor representative title] )



**Assistive Technology British Columbia**

#108 – 1750 West 75th Avenue • Vancouver, BC • Canada • V6P 6G2  
Phone: 604-264-8295 • Fax/TTY: 604-263-2267 • Email: info@at-bc.ca

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## INVOICE

July 11, 2016

Ministry of Housing and Social Development

Quarterly Report: **April 1, 2016 – June 30, 2016**

Assistive Technology Loan Bank Services

CEPD46053130008

Amount: **\$125,000.00**

Please charge to COA **#82-5035-106-1541**



## Assistive Technology British Columbia

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### INVOICE

July 18, 2017

Bill To: **Ministry of Social Development and Social Innovation**

Billing For: **Assistive Technology Loan Bank Services  
provided for the 1<sup>st</sup> Quarter (April 1 to June 30, 2017).**

Contract #: **CEPD46053130008**

Amount: **\$125,000.00**

*COA #82-5035-106-1541 (for VSB use only)*

Thank You.



## Assistive Technology British Columbia

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### INVOICE

October 15, 2016

Ministry of Housing and Social Development

Quarterly Report: **July 1, 2016 – September 30, 2016**

Assistive Technology Loan Bank Services

CEPD46053130008

Amount: **\$125,000.00**

Please charge to COA **#82-5035-106-1541**



## Assistive Technology British Columbia

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### INVOICE

October 19, 2017

Bill To: **Ministry of Social Development and Social Innovation**

Billing For: **Assistive Technology Loan Bank Services  
provided for the 2<sup>nd</sup> Quarter (July 1 to September 30, 2017).**

Contract #: **CEPD46053130008**

Amount: **\$125,000.00**

*COA #82-5035-106-1541 (for VSB use only)*

Thank You.

Assistive Technology-BC



**Assistive Technology British Columbia**

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## INVOICE

January 26, 2017

Ministry of Housing and Social Development

Quarterly Report: **October 1, 2016 – December 31, 2016**

Assistive Technology Loan Bank Services

CEPD46053130008

Amount: **\$125,000.00**

Please charge to COA **#82-5035-106-1541**



## Assistive Technology British Columbia

#108 – 1750 West 75th Avenue • Vancouver, BC • Canada • V6P 6G2  
Phone: 604-264-8295 • Fax/TTY: 604-263-2267 • Email: info@at-bc.ca

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### INVOICE

January 9, 2018

Bill To: **Ministry of Social Development and Social Innovation**

Billing For: **Assistive Technology Loan Bank Services  
provided for the 3rd Quarter (October 1 to December 31,  
2017).**

Contract #: **CEPD46053130008**

Amount: **\$125,000.00**

*COA #82-5035-106-1541 (for VSB use only)*

Thank You.

Assistive Technology-BC





## INVOICE CODING BLOCK - DISTRIBUTION LINES

Ministry	Supplier Number	Site	Supplier Name	Invoice Date	Invoice Number	Received Date
031	872339	011	BOARD OF SCHOOL TRUSTEE	31-Mar-17	012	30-Mar-17

Payment Stub  
Message

PAYMENT FOR SERVICES RENDERED January - March 2017

Contract Number or P.O. Number

CEPD46053130008

Line	Amount	Client	Resp.	Service Line	STOB	Project No.	Description
1	125,000.00	31	46053	51738	8050	4610009	Services Rendered January - March 2017

### SPECIAL INSTRUCTIONS

For Services Rendered

### EXPENSE AUTHORITY

The expenditure or requisition for payment is a lawful charge against an appropriation is not exceeded, and is in accordance with the appropriate statute, regulation, Treasury Board directive, and central agency and ministry policies; the amount is correct and in accordance with a purchase agreement or contract, or if not specified, the amount is reasonable, and where applicable, the goods and services were properly received and documentation to support the account has been verified (i.e. goods as ordered, correct quantity and suitable quality, services as contracted, appropriate deliverables and/or performance criteria met, or other conditions, if any have been met).

Print Name

Bill Derks

Signature

### QUALIFIED RECEIVER

The goods provided or services delivered have been inspected or reviewed, and the goods or services were properly received and documentation to support the account has been verified (i.e. goods as ordered, correct quantity and suitable quality, services as contracted, appropriate deliverables and/or performance criteria met, or other conditions, if any have been met).

Print Name

Judi Graham

Signature



## Assistive Technology British Columbia

#108 – 1750 West 75th Avenue • Vancouver, BC • Canada • V6P 6G2  
Phone: 604-264-8295 • Fax/TTY: 604-263-2267 • Email: info@at-bc.ca

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### INVOICE

March 30, 2017

Bill To: **Ministry of Social Development and Social Innovation**

Billing For: **Assistive Technology Loan Bank Services  
provided the 4<sup>th</sup> Quarter (from January 1 to March 31, 2017).**

Contract #: **CEPD46053130008**

Amount: **\$125,000.00**

COA #**82-5035-106-1541** (for VSB use only)

Thank You.



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### INVOICE

March 15, 2018

Bill To: **Ministry of Social Development and Social Innovation**

Billing For: **Assistive Technology Loan Bank Services  
provided for the 4th Quarter (January 1 to March 31, 2018).**

Contract #: **CEPD46053130008**

Amount: **\$125,000.00**

*COA #82-5035-106-1541 (for VSB use only)*

Thank You.

Assistive Technology-BC

FY	PER #	FISCAL PERIOD	EFF DATE	RS#	RPT SUP	CORE BUSINESS	PROJ	PROJECT	INVOICE NUMBER	DISTRIBUTION COMMENT	SUM
2012	10	JAN-12	2012-Jan-31	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	25-Jan-12	FY2012 ATBC Contract amount (School District #39) \$1,144,000 please approve.	53,400.00
2012	11	FEB-12	2012-Feb-03	076822	ASSISTIVE TECHNOLOGY - B.C.	Employment	4610004	RFP Supplemental	28-Jan-12	FY2012 Assist Tech \$150,000	37,000.00
2012	11	FEB-12	2012-Feb-03	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	CESP0463	FY2012 ATBC Contract amount (School District #39) \$1,144,000 please approve.	111,997.33
2012	11	FEB-12	2012-Feb-15	076822	ASSISTIVE TECHNOLOGY - B.C.	Employment	4610004	RFP Supplemental	26-JAN-2012A	FY2012 Assist Tech \$150,000	500.00
2012	11	FEB-12	2012-Feb-29	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	22-Feb-12	FY2012 ATBC Contract amount (School District #39) \$1,144,000 please approve.	48,000.00
2012	12	MAR-12	2012-Mar-21	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	14-Mar-12	FY2012 ATBC Contract amount (School District #39) \$1,144,000 please approve.	65,900.00
2013	2	MAY-13	2012-May-02	076822	ASSISTIVE TECHNOLOGY - B.C.	Employment	4610004	RFP Supplemental	24-Apr-12	FY2012 Assist Tech \$150,000	37,500.00
2013	2	MAY-13	2012-May-02	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	CESP0463 MAR 2012	FY2012 ATBC Contract amount (School District #39) \$1,144,000 please approve.	70,613.01
2013	2	MAY-13	2012-May-14	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	CEPS0463A	FY2012 ATBC Contract amount (School District #39) \$1,144,000 please approve.	63,200.00
2013	4	JUL-13	2012-Jul-05	076822	ASSISTIVE TECHNOLOGY - B.C.	Employment	4610004	RFP Supplemental	05-Jul-12	FY13 PAYMENTS - ATBC: EPPD CORE (FINAL TERM)	25,000.00
2013	4	JUL-13	2012-Jul-09	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	20-Apr-12	FY 12/13 ATBC EQUIPMENT LOAN BANK (FINAL PAYOUT)	225,000.00
2013	5	AUG-13	2012-Aug-07	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	15-Jul-12	ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	152,500.00
2013	10	JAN-13	2013-Jan-16	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	01-Oct-12	ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	152,500.00
2013	11	FEB-13	2013-Feb-06	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	12754	ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	152,500.00
2014	2	MAY-14	2013-May-07	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	22-Apr-13	ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	152,500.00
2014	2	MAY-14	2013-May-29	076822	ASSISTIVE TECHNOLOGY - B.C.	Income Assistance	4670004	LMA Increased Access to Assistive Tech for Pers w/DISABILITIES	13-005	H803 SZEMELVEISZ	1,747.00
2014	5	AUG-14	2013-Aug-02	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	30-Jul-13	ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	125,000.00
2014	7	OCT-14	2013-Oct-11	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	03-Oct-13	ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	125,000.00
2014	10	JAN-14	2014-Jan-17	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	06-Jan-14	ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	125,000.00
2015	1	APR-15	2014-Apr-22	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	04-Apr-14	MANUAL REVERSE ACCRUAL	<125,000.00>
2015	1	APR-15	2014-Apr-22	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	04-Apr-14	ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	125,000.00
2015	1	APR-15	2014-Apr-22	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	04-Apr-14	ACCRUAL - JAN - MAR 2014 QTR PAYMENT	125,000.00
2015	4	JUL-15	2014-Jul-17	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	02-Jul-14	ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	125,000.00
2015	8	NOV-15	2014-Nov-03	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	02-Oct-14	ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	125,000.00
2015	11	FEB-15	2015-Feb-03	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	07-Jan-15	ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	125,000.00
2016	2	MAY-16	2015-May-07	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	30-Apr-15	ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	125,000.00
2016	4	JUL-16	2015-Jul-24	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	06-Jul-15	ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	125,000.00
2016	7	OCT-16	2015-Oct-21	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	14-Oct-15	ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	250,000.00
2016	7	OCT-16	2015-Oct-21	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	14-Oct-15	REVERSE WRONG RC; JUL - SEP 30/15 QTR PAYMENT	<125,000.00>
2016	11	FEB-16	2016-Feb-01	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	7	FY16 ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	125,000.00
2017	1	APR-17	2016-Apr-25	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	8	FY16 ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	125,000.00
2017	4	JUL-17	2016-Jul-15	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	9	FY17 ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	125,000.00
2017	7	OCT-17	2016-Oct-26	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	10	FY17 ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	125,000.00
2017	10	JAN-17	2017-Jan-31	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	11	FY17 ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	125,000.00
2017	12	MAR-17	2017-Mar-31	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	31-Mar-17	FY17 ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	125,000.00
2018	7	OCT-18	2017-Oct-27	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	13	ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	125,000.00
2018	7	OCT-18	2017-Oct-27	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	14	ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	125,000.00
2018	10	JAN-18	2018-Jan-12	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	15	ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	125,000.00
2018	12	MAR-18	2018-Mar-16	087239	SCHOOL DISTRICT NO 39 VANCOUVER	Employment	4610009	EPPD-ATBC SD No. 39 Vancouver	16	ATBC - ADAPTIVE TECH SVCS & SUPPORT TO PUBLIC POST SEC STUDENTS WITH DISABILITIES	125,000.00