

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF PUBLIC SAFETY AND SOLICITOR GENERAL
TRANSFER UNDER AGREEMENT**

THIS AGREEMENT dated for reference the **01st** day of **April, 2016**.

BETWEEN:

Vancouver Police Board (the "Contractor") with the following specified address and fax number:

3585 Graveley Street
Vancouver, BC, V5K 5J5
Fax No.: 604-257-3704

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Solicitor General and Minister of Public Safety (the "Province") with the following specified address and fax number:

Victim Services and Crime Prevention Division
Community Safety and Crime Prevention Branch
Ministry of Public Safety and Solicitor General
302 – 815 Hornby Street
Vancouver, BC V6Z 2E6
Fax No.: 604-660-1635

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:

SECTION 1 – DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

- (a) "Contract Price" means the maximum amount specified in Schedule B;
- (b) "Services" means the services described in Schedule A;
- (c) "Term" means the term of the Agreement described in Schedule A subject to that term ending earlier in accordance with this Agreement;
- (d) "Material" means all findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases, records and materials (both printed and electronic, including but not limited to hard disk or other diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province to the Contractor as a direct result of this Agreement, but does not include:
 - i. Client Files or Personal Information which could reasonably be expected to reveal the identity of a client;

ii. Property owned by the Contractor

- (e) "Client" means a person receiving the Services provided by the Contractor;
- (f) "Client File" means a separate file created for each individual client to whom or on whose behalf the Contractor provides services under this Agreement, in order that the Contractor may retain Personal Information about that individual client either in electronic or in paper form;
- (g) "Personal Information" means recorded information about an identifiable person.
- (h) "Refund" means 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;

SECTION 2 – SERVICES

- 2.01 The Contractor must provide the Services in accordance with this Agreement.
- 2.02 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

SECTION 3 - PAYMENT

- 3.01 If the Contractor complies with this Agreement, and the Province approves the Contractor's budget (contained in Schedule F), the Province must pay to the Contractor, in the amount and manner, at the times and on the conditions set out in Schedule B.
- 3.02 The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B.
- 3.03 In order to receive the payments described in Schedule B, the Contractor must submit statements of account and reports in accordance with Section 9 of this Agreement.
- 3.04 The Province in its sole discretion may withhold all or a portion of any payment or payments otherwise due under Schedule B to recover any payments that were not made in compliance with Schedule F, herein, in a previous period.
- 3.05 The Province may withhold from any payment due to the Contractor an amount sufficient to indemnify the Province against any lien or other third party claims that could arise in connection with the provision of the Services.
- 3.06 At the sole option of the Province, any portion of the Contract Price provided to the Contractor and not expended at the end of the Term shall be:
 - (a) returned by the Contractor to the Minister of Finance;
 - (b) retained by the Contractor as supplemental funding provided for under an amendment to this Agreement; or
 - (c) deducted by the Province from any future funding requests submitted by the Contractor and approved by the Province.
- 3.07 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.
- 3.08 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

- 3.09 Without limiting section 5.02, 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.
- 3.10 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.

SECTION 4 - REPRESENTATIONS AND WARRANTIES

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

SECTION 5 – RELATIONSHIPS

- 5.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or by any actions of the parties pursuant to this Agreement.
- 5.02 The Contractor is an independent contractor and not the servant, employee or agent of the Province.
- 5.03 The Province may, from time to time, give reasonable instructions (in writing or otherwise) to the Contractor in relation to the carrying out of the Services, and the Contractor must comply with those instructions but unless otherwise specified by this Agreement, the Contractor may determine the manner in which the instructions are carried out.

SECTION 6 - OBLIGATIONS OF THE CONTRACTOR

6.01 The Contractor must:

- (a) carry out the Services described in Schedule A, and in accordance with the terms of this Agreement during the Term;
- (b) 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
- (c) comply with all applicable laws;
- (d) ensure that all persons employed or retained to perform the Services are competent to perform them and are properly trained, instructed, and supervised;
- (e) ensure that volunteers, students, trainees, work placements are properly trained, instructed and supervised in assisting with the delivery of the Services, ensure that all persons connected in any way to the delivery of the Services, including, employees, subcontractors, volunteers, students, trainees and work placements, have provided a criminal record check, and that the results of that criminal record check indicate that the person is suitable for delivery of the Services, or assisting with the delivery of the Services;
- (f) not do anything that would result in personnel hired by the Contractor or a subcontractor being considered as the Province's employees;
- (g) notify the Province in writing immediately upon any change in personnel and any leave of absence of persons employed or retained to deliver the Services for any period greater than 30 days;
- (h) obtain the prior written consent of the Province to change the scheduled hours of operation of the program as noted in Schedule F;
- (i) establish and maintain intake and operational policies that are intended to provide for the safety and welfare of clients, the Contractor and their employees and volunteers;
- (j) acknowledge the involvement of the Ministry of Public Safety and Solicitor General in funding the services in all public communications related to the Services including press releases, published reports, brochures, radio and TV programs, and public meetings.

SECTION 7 - SUBCONTRACTORS AND ASSIGNMENT

- 7.01 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.
- 7.02 The Contractor must not subcontract any of its obligations under this Agreement other than to persons identified in Schedule F, without the prior written consent of the Province.
- 7.03 No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement or imposes upon the Province any obligation or liability arising from any such subcontract.
- 7.04 The Contractor must ensure that any person retained by the Contractor to perform obligations under this Agreement fully complies with this Agreement in performing the subcontracted obligations.

SECTION 8 – RECORDS

8.01 The Contractor must:

- (a) establish and maintain accounting records and books of account, invoices, receipts and vouchers for all expenses incurred in connection with providing the Services in accordance with Canadian Generally Accepted Accounting Principles;
- (b) establish and maintain time records and administrative records in connection with providing the Services in a form and manner as may be determined by the Province.
- (c) record and report statistics and other data in connection with the provision of the Services, as identified in this Agreement and its Schedules, in a form and manner determined by the Province;
- (d) subject to 8.02, provide to the Province, upon reasonable request, for contract monitoring and audit purposes, any documents or records relating to the Contractor's delivery of the Services; and
- (e) permit the Province, for contract monitoring and audit purposes, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to deliver the Services or used by the Contractor to keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy any such documents and records.

8.02 At no time shall the Province have access to, or custody or control of, Client Files or any other records or documents that identify, or could reasonably be expected to reveal the identity of a client and their family.

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

SECTION 9 – REPORTING

9.01 The Contractor must, upon the Province's request, fully inform the Province of all work done by the Contractor or its subcontractor in connection with providing the Services.

9.02 The Contractor must submit monthly statistical reports to the Province in a form and manner determined by the Province, no later than the tenth (10th) working day of the month following the month which is being reported.

9.03 The Contractor must submit **quarterly** a Statement of Operations in the form and manner set out in **Schedule G** confirming all expenditures for the period at the following dates and times:

For the Reporting Period	Due Date
April 01, 2016 to June 30, 2016	On or before July 31, 2016
July 01, 2016 to September 30, 2016	On or before October 31, 2016
October 01, 2016 to December 31, 2016	On or before January 31, 2017
January 01, 2017 to March 31, 2017	On or before April 30, 2017
April 01, 2017 to July 31, 2017	On or before August 31, 2017

- 9.04 The Contractor must submit **semi annually** a Descriptive Report in the form and manner set out in **Schedule H** confirming activities for the period at the following dates and time:

For the Reporting Period	Due Date
April 01, 2016 to September 30, 2016	On or before October 31, 2016
October 01, 2016 to March 31, 2017	On or before April 30, 2017
April 01, 2017 to July 31, 2017	On or before August 31, 2017

SECTION 10 - STATEMENTS AND ACCOUNTING

- 10.01 Where the Contractor is not a Health Authority, Municipality or Regional District, the Contractor must submit to the Province within three months of its fiscal year end:

- (a) where the Contract Price is less than \$100,000.00
- (i) an annual set of financial statements that identifies the payments made by the Province under this Agreement; and
- (ii) a report that shows the disbursement of the funds provided under this Agreement (either as a schedule to the annual financial statements or as a separate report).

Or

- (b) where the Contract Price is \$100,000 or over, an annual set of financial statements, with either an Audit or Review Engagement report, which identifies the payments made by the Province under this Agreement and the disbursement of these funds as a schedule to the annual financial statements.

- 10.02 Where the Contractor is a Health Authority, Municipality, or Regional District, it must, at a time and in a form and manner determined by the Province, provide the Province with an annual report that identifies the payments made by the Province under this Agreement and the disbursement of these funds for the Services.
- 10.03 The Contractor must keep and maintain separate administrative and financial records that pertain to the Services and must permit the Province to conduct, at any time with reasonable notice, and at the expense of the Province, an audit of these administrative and financial records.

SECTION 11 - CONFLICT OF INTEREST

- 11.01 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.

SECTION 12 – CONFIDENTIALITY

- 12.01 The Province will not have access to, or custody or control of, client files relating to the Services or any other records or documents that identify, or could reasonably be expected to reveal the identity of a client receiving Services, except where it is necessary for the Province to safeguard and facilitate a transfer of said client files, records or documents.
- 12.02 The exception referred to in 12.01 above does not apply if the Contractor does not have access to, or custody or control of the client files relating to the Services, or any other records or documents that identify, or could reasonably be expected to reveal the identity of a client receiving Services.

- 12.03 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, as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws.
- 12.04 Notwithstanding paragraph 12.03, the Contractor shall comply with all federal or provincial legislation requiring the disclosure of information.

SECTION 13 – DEFAULT

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

SECTION 14 – TERMINATION

- 14.01 Notwithstanding any other provision of this Agreement, if an Event of Default occurs, then, and in addition to any other remedy or remedies available to the Province, the Province may, at its sole option, terminate this Agreement by the Minister giving written notice of termination to the Contractor and if such option is exercised then this Agreement will terminate on the date such written notice is received or deemed received, pursuant to Section 14, by the Contractor and the Province will be under no further obligation to the Contractor except to pay to the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule B, for Services provided to the date of termination.

- 14.02 Notwithstanding any other provision of this Agreement the Province may, at its option and for any reason, terminate this Agreement by giving at least 30 days' written notice of termination to the Contractor and if such option is exercised the Province will be under no further obligation to the Contractor except to pay to the Contractor such amount as the Contractor may be entitled to receive pursuant to "Schedule B", for Services provided to the date of termination.
- 14.03 Without limitation to 14.02, any of the following events, whether voluntary or involuntary, will constitute a termination:
- (a) Failure to provide the Services to the Province's satisfaction.
 - (b) The Contractor fails to notify the Province, with particulars that any of events previously noted has occurred or is occurring.

SECTION 15 – NOTICES

Delivery of notices

- 15.01 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

- 15.02 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 15.01 any previous address or fax number specified for the party giving the notice.

SECTION 16 - NON-WAIVER

- 16.01 No provision of this Agreement and no breach by the Contractor of any such provision will be deemed to have been waived unless such waiver is in writing and signed by the Province.
- 16.02 The written waiver by the Province of any breach of any provision of this Agreement by the Contractor will not be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.

SECTION 17 - ENTIRE AGREEMENT

- 17.01 No amendment or modification of this Agreement is effective unless it is in writing and signed by the parties.
- 17.02 This Agreement, including its Schedules, as well as any modifications or amendments to it constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

SECTION 18 - SURVIVAL OF PROVISIONS

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

SECTION 19 - EVALUATION

- 19.01 The Contractor must participate in any evaluation, review or inspection of the Services at the request of the Province.

SECTION 20 – INDEMNITY

- 20.01 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.

SECTION 21 – INSURANCE

- 21.01 The Contractor must comply with the Insurance Schedule attached as Schedule D.
- 21.02 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.
- 21.03 It is the Contractors responsibility to ensure any required automobile insurance is in place. The Contractor shall provide, maintain, and pay for automobile insurance which it is required by law to carry or which it considers necessary to cover risks.

SECTION 22 – REFERENCES

- 22.01 Every reference to the Province in this Agreement includes the Minister of Justice, the Deputy Solicitor General, the Assistant Deputy Minister, and the Executive Director of the Victim Services and Crime Prevention Division and any person designated by any of them to act for or on their respective behalf with respect to any of the provisions of this Agreement.

SECTION 23 – OWNERSHIP

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

SECTION 24 - MISCELLANEOUS

- 24.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 24.02 All references to paragraph numbers in this Agreement refer to paragraphs in this Agreement, and all references to Schedules in this Agreement refer to Schedules attached to this Agreement.
- 24.03 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

- 24.04 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 24.05 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 24.06 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Services that by statute, the Contractor is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 24.07 For the purpose of paragraphs 24.08 and 24.09, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, freight embargoes and power failures or other cause beyond the reasonable control of a Party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".
- 24.08 Neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.
- 24.09 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other Party forthwith, and must use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.
- 24.10 Time and the uninterrupted provision of the Services are of the essence in this Agreement.
- 24.11 The Contractor must ensure that provision of services is uninterrupted and continuous. In the event that the Contractor is unable to provide the Services for any period greater than 30 days during the Term, the Contractor must immediately contact and inform the Province.
- 24.12 The Province reserves the right to engage other resources to provide the Services during any such periods referred to in paragraph 24.11 and make a claim for related costs to the Contractor. This provision does not include periods where demand exceeds Contractor capacity.
- 24.13 If there is any conflict between any provision in the body of this Agreement and any provision of any Schedule attached hereto, then the provisions in the body of this Agreement will prevail.
- 24.14 Every reference to an act, whether or not defined, in this Agreement, includes all regulations made pursuant to that act and any act passed in substitution for, replacement of, or amendment of that act.
- 24.15 In this Agreement wherever the singular or neuter is used it will be construed as if the plural or masculine or feminine, as the case may be, had been used where the context or the parties hereto so require.
- 24.16 This Agreement will be binding upon the Province and its assigns and the Contractor, the Contractor's successors and permitted assigns.
- 24.17 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 24.18 Where the Contractor is a corporation, the Contractor warrants that the signatory has been duly authorized by the Contractor to execute this Agreement without corporate seal on behalf of the Contractor.

SECTION 25 – EXECUTION

The parties have executed this Agreement as follows:

<p>SIGNED on the _____ day of _____, 2016 on behalf of the Contractor by its authorized signing officer:</p> <p>Authorized Signing Officer: (Chair of the Board if the Contractor is a Society)</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p>	<p>SIGNED on the _____ day of _____, 2016 on behalf of the Province by its duly authorized representative:</p> <p>Duly Authorized Representative:</p> <p>_____</p> <p>Signature</p> <p>Taryn Walsh Executive Director Victim Services and Crime Prevention Division</p>
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**VICTIM SERVICE PROGRAM
VANCOUVER POLICE BOARD - VANCOUVER POLICE DEPARTMENT
DOMESTIC VIOLENCE AND CRIMINAL HARASSMENT UNIT
PROVINCIAL PROTECTIVE MEASURES UNIT**

TERM: The term of this Agreement commences on **April 1, 2016 and ends on July 31, 2017.**

Background:

Funding for police officers in BC is the responsibility of the Police Services Division, Ministry of Public Safety and Solicitor General under cost sharing agreements with municipal, provincial and federal governments. Victim Services and Crime Prevention Division does not provide funding for police in their performance of regular daily duties. The Division recognizes that a dedicated police unit providing resource expertise to communities throughout the province enhances case coordination for high risk victims in life threatening situations. The Unit is the designated liaison in the province of the BC Law Enforcement community to Service Canada's Confidential Services for Victims of Crime Program. In exceptionally high risk and life/threatening cases the Division requires the services offered by this Unit.

Program Objectives:

The Vancouver Police Board (the contractor) will be responsible for the ongoing administration of a high risk victim services program. The outcome objectives of the Program are:

- a) to lessen the impact of crime/trauma on victims and assist in their recovery; to increase victim safety and help prevent re-victimization;
- b) to increase the victim's level of participation and sense of empowerment while participating in the criminal justice system;
- c) to increase the effectiveness and comfort of victims while acting as witnesses in court proceedings;
- d) to decrease the trauma of secondary victims; and
- e) to act as a provincial resource, on matters relating to high risk victims safety, to all policing jurisdictions throughout the province upon request.

Service Recipients

Victims of domestic violence and/or criminal harassment and their children who are at high risk in life threatening situations.

Service area

Any policing jurisdiction throughout the province, including the policing jurisdiction of the Vancouver Police Department.

Services:

The contractor will:

1. Assist the Victim Safety Unit, Victim Services and Crime Prevention in locating and providing services to victims including long term monitoring and safety planning or high risk victims of domestic violence in life threatening situations.
2. Promote awareness and/or training about the dedicated Domestic Violence Unit partnership model used in working with victims of domestic violence and criminal harassment in high risk cases to policing jurisdictions throughout the province.

3. Assist the Division to identify and find solutions to systemic issues affecting women's safety and to implement Ministry policies related to victims of domestic violence or criminal harassment and their children. In addition the program will identify issues and risks related to high risk offenders.
4. Act as the Provincial liaison with Vital Statistics office regarding confidential name change requests.

Ministry Requirements

The contractor will:

- a. notify the Ministry immediately of any changes in staff or contact information.
- b. ensure that in those communities where police refer a high risk victim, that the local police and the contracted victim service program is involved in the provision of support services to the referred victim (provided the victim remains in that community).
- c. provide the Ministry with monthly statistics on activities as per the attached.

Monthly Reporting Details:

- How many referrals were received from Vancouver
- How many referrals were received from outside Vancouver
- From what communities outside of Vancouver were referrals received
- How were referrals received (ie. Police, victim service worker, etc.)
- What services did the unit provide to victims (ie. Safety planning, relocation, etc.)
- How many ongoing cases at end of reporting period
- How many referrals were same sex relationships, how many male/female relationships
- How many referrals were female, how many were male
- Number of confidential name change requests
- What is working well with this unit
- What are some barriers to service from this unit
- What trends is the unit aware of province-wide or from a specific region

Schedule B – Terms and Conditions of Payment

1. The Contractor will be paid an amount not exceeding **\$47,936.02** in the aggregate (the “Contract Price”) for the Term of the Contract in the following manner:

The Province will pay the Contractor on **the 15th** of each specified period:

Fiscal 2016-2017(April 1, 2016-March 31, 2017)
PBVS - \$35,892.27

- On April 15, 2016, the sum of **\$8,973.07**;
- On July 15, 2016, the sum of **\$8,973.07**;
- On October 15, 2016, the sum of **\$8,973.07**;
- On January 15, 2017, the sum of **\$8,973.06**.

Fiscal 2017-2018(April 1, 2017-July 31, 2017)
PBVS - \$12,043.75

- On April 15, 2017, the sum of **\$9,032.81**;
- On July 15, 2017, the sum of **\$3,010.94**.

2. Pursuant to paragraph 3.10 (a) and (b) of the Agreement, the Contractor will apply any Refund received to the provision of the Services.

Schedule C – Criminal Record Checks

1. The Contractor will ensure that every employee, volunteer, student, trainee and work placement who will work with children, or have unsupervised access to children in the performance of the Services under this Agreement, undergoes a criminal record check to determine whether that individual has a criminal record or has an outstanding charge which indicates that the individual presents a risk to the potential safety of children who may come into contact with that individual, and:
 - (a) Ensure that every person involved with the provision of the Services under this Agreement is suitably qualified to be entrusted with the care and protection of children; and
 - (b) Maintain and make available to the Province upon request, documentation showing that the criminal record check requirement set out in this Schedule has been met.

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - i. include the Province as an additional insured,
 - ii. be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - iii. include a cross liability clause.
2. All insurance described in section 1 of this Schedule must:
 - a) be primary; and
 - b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Additional Terms

Not applicable

Schedule G – Quarterly Statement of Operations

Not applicable

Schedule H – Semi-Annual Report

Not applicable

SCHEDULE F

APRIL 1, 2016 – JULY 31, 2017 PROGRAM APPLICATION

PART I

A. APPLICANT INFORMATION

Legal Name of Organization:	Vancouver Police Department		
Incorporation # (for Societies only):			
Street Address: (include City, Province, and Postal Code)	Vancouver Police Department 3585 Graveley Street Vancouver, BC V5K5J5		
Mailing Address: (if different from above):			
Telephone:	604-717-2654	Fax:	604-717-3315
Organization Contact			
Executive Director	Sergeant Teresa Buckoll		
Mailing Address: (if different from above)			
E-mail Address:	teresa.buckoll@vpd.ca		
Telephone:	604-717-2654	Fax:	604-717-3315
Chair of Board (or other Board Member)	Inspector Suzanne Muir		
Mailing Address: (if different from above)			
E-mail Address:	suzanne.muir@pvd.ca		
Telephone:	604-717-3059	Fax:	604-257-3704

B. APPLICANT ADMINISTRATIVE INFORMATION

1. Do your organization's human resources policies and procedures comply with the:

Employment Standards Act of British Columbia?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
British Columbia Human Rights Code?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Worker's Compensation Act (under WorkSafe BC)	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

2. Are the staff in your organization unionized? Yes ☒ No ☐

If answered "Yes" to the above,

Specify which union: Vancouver Police Union

3. Are your program staff exempt from the collective agreement? Yes ☐ No ☒

4. Is your organization part of the Community Social Services Employers Association of BC (CSSEA)?

☐ Member

☐ Associate Member

☐ Non-member

C. COMMERCIAL GENERAL LIABILITY INSURANCE

All contractors are required to have Commercial General Liability (CGL) insurance in accordance with the terms of the Transfer Under Agreement.

The criteria for CGL include:

1. *Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under the Agreement;*
2. *The Province must be included as an additional insured;*
3. *The policy must be endorsed to provide the Province with 30 days advance written notice of cancellation or material change; and*
4. *The policy must include a cross liability clause*

A Certificate of Insurance will be included when you receive your contract. Please have your insurer complete and return to the Province as quickly as possible.

Attached for your reference is **Appendix A – Master Insurance Program**. The Appendix provides general information on the Master Insurance Program.

Please choose from **ONE** of the following options:

- ☒ **Option A:** Your agency carries its own Commercial General Liability (CGL) coverage (as described above) that covers the programs and services you are applying to provide.

or

- ☐ **Option B:** Your agency is requesting enrolment in the Province's Master Insurance Program.

PART II. PROGRAM INFORMATION

NOTE: FOR EACH PROGRAM APPLIED FOR, A SEPARATE PROGRAM INFORMATION FORM MUST BE COMPLETED.

A. Program Contact Information

Program Type:	<input type="checkbox"/> CWWA	<input type="checkbox"/> STV	<input type="checkbox"/> OR
	<input type="checkbox"/> Multi OR	<input type="checkbox"/> CBVS	<input checked="" type="checkbox"/> PBVS
Street Address:	Vancouver Police Department 3585 Graveley Street Vancouver, BC V5K5J5		
Mailing Address: (if different from above):			
Program Telephone:	604-717-9359 or 1-855-871-7737	Program Fax:	604-717-3315
Program Coordinator:	Detective Carla Arial	Telephone:	604-717-9359
Program Coordinator E-mail:	carla.arial@vpd.ca		
Program Coordinator Address:	Provincial Protective Measures Unit Vancouver Police Department 3585 Graveley St, Vancouver, BC V5K5J5		
Names of all additional paid program staff:			
Name	Position	E-mail Address	
↓ Police-based Victim Service Programs only ↓			
Police Department/ Detachment Liaison:	Vancouver Police Department/Chief Constable Adam Palmer		
Mailing Address:	Vancouver Police Department 3585 Graveley St, Vancouver, BC V5K5J5		
Telephone:	604-717-2654	Fax:	604-717-3315

E-mail Address:	teresa.buckoll@vpd.ca
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B. Program Delivery

This section pertains only to the "Victim Service Program" or "Violence Against Women Program" funded by Victim Services and Crime Prevention Division (the "Division"), Ministry of Justice. **DO NOT** include details of other programs your organization administers.

1. What are the scheduled hours of operation of the program? (E.g. Monday to Friday, 8:30 am to 4:30 pm)

Days: Tuesday - Friday Hours: 7:00am -- 5:00pm

2. Indicate the base hourly wage paid for **each** of the program position(s):

Program Position	Base Hourly Wage

3. Indicate the number of hours per week and the base hourly wage paid for clinical supervision (if provided):

Position	Hours per week	Base Hourly Wage

FOR SOCIETIES ONLY:

1. Attach a copy of your Society's current:
 - a) Annual report (If an annual report is not produced, attach a copy of the minutes from the last Annual General Meeting)

April 1, 2016 – July 31, 2017 BUDGET PROPOSAL

Your Budget Proposal should reflect the Province's costs of delivering a program.
Incomplete Budget Proposals will cause a delay in the assessment of your application.

Please Note: We are asking agencies to submit program budget proposals for the period April 1, 2016 through to July 31, 2017.

Program Type:

☐ CWWA ☐ STV ☐ OR ☐ Multi OR ☐ CBVS ☐ PBVS

Program Location (e.g. Surrey): _____

1. PROGRAM REVENUES

SOURCE	CASH	IN-KIND	TOTAL
Ministry of Justice - VSCPD			
Municipal Government			
Regional District			
Applicant Organization			
Other: (Please specify) Victim Services and Crime Prevention Division	\$47,936.02		\$47,936.02
TOTAL PROGRAM REVENUES	\$47,936.02		\$47,936.02

NOTE: Police-Based Victim Service Programs

If the program is cost-shared with your municipality/regional district, the maximum "in kind" amount that may be claimed for under "Municipal Government" or "Regional District" is 20% of cash. "In kind" expenditures include costs for facilities (e.g. rent, utilities and maintenance), telephone, fax, and office supplies, etc.

2. PROGRAM EXPENDITURES

A. Salaries and Benefits (includes direct service delivery, direct supervision and clinical supervision costs only.)

Note: Include receptionist position(s) under Administration "Administrative Support wages"

POSITION(S) by Job Title:	SALARY	BENEFITS	TOTAL COST	FUNDED FROM VSCPD
1. PPMU Coordinator – Detective Constable				\$47,936.02
2.				
3.				
4.				
5.				
6.				
TOTAL SALARIES AND BENEFITS				\$47,936.02

B. PROGRAM DELIVERY (*Expenses directly related to the delivery of the program.*)

EXPENSE	TOTAL COST	FUNDED FROM VSCPD
Facilities (e.g. rent, utilities, maintenance)		
Resource Materials		
Program Delivery Related Travel		
Volunteer Appreciation		
Staff Training, Development, and Associated Travel		
Office Supplies		
Promotion / Outreach		
Telephone / Fax / Internet		
Cellular Phone		
Memberships (specify):		
Program Delivery Supplies (specify):		
Other (specify) Expertise		\$47,936.02
TOTAL PROGRAM DELIVERY COSTS		\$47,936.02

C. ADMINISTRATION (*Expenses indirectly related to the delivery of the program*)

EXPENSE	TOTAL COSTS	FUNDED FROM VSCPD
Facilities (e.g. rent, utilities, maintenance)		
Management Wages		
Administrative Support Wages		
Bookkeeping / Audit		
Other (specify)		
TOTAL ADMINISTRATION COSTS		

TOTAL PROGRAM EXPENDITURES

EXPENSE	TOTAL COSTS	FUNDED FROM VSCPD
A. Total Salaries and Benefits		\$47,936.02
B. Total Program Delivery Costs		
C. Total Administration Costs		
TOTAL EXPENDITURES (A+B+C)		\$47,936.02

SUBMITTED BY: AUTHORIZED SIGNING OFFICER FOR ORGANIZATION

Please note that if the applicant is a Society, the signatures of at least **ONE Board** member is required

As an authorized signing officer for the organization, I hereby certify that all the information contained on this application including all attachments is accurate and correct to the best of my knowledge:

Authorized Signing Officer:

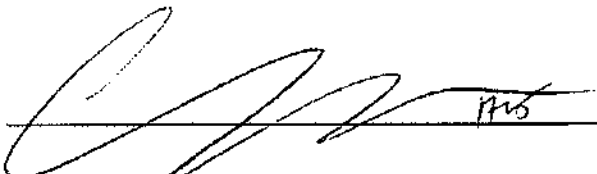
Signature: 

Name: Teresa Buckoll

Title: Sergeant

Date: January 28th, 2016

Board Member:

Signature: 

Name: Colleen Yee

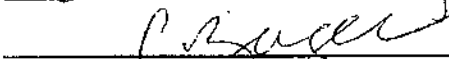
Title: Acting Inspector

Date: January 28th, 2016

FOR VICTIM SERVICES AND CRIME PREVENTION DIVISION USE ONLY

Approved By:

Program Manager: Catherine Barger

Signature: 

Date: Feb. 24 / 16

Comments / Notes:

