

Contract No:	Account	RSP	Project
15092142-12	10410	15092	1501410

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF PUBLIC SAFETY AND SOLICITOR GENERAL**

**COMMUNITY-BASED VICTIM SERVICES PROGRAM
Component Schedule No. 12 (Fiscal Year 2011/2012)**

THIS COMPONENT SCHEDULE dated for reference the 01st day of April, 2011.

Victoria Women's Sexual Assault Centre Society
511-620 View St.
Victoria, BC V8W 1J6

Society Incorporation # S-18042

INTRODUCTION

1. This document is a "Component Schedule" forming part of the Continuing Agreement between Her Majesty the Queen in right of the Province of British Columbia, represented by the Minister of Solicitor General, and **Victoria Women's Sexual Assault Centre Society** (the "Contractor") dated for reference the **8th day of May, 2000**.
2. Unless defined differently in the Schedule, capitalized terms used in this Schedule will have the meanings given to them by the Continuing Agreement.
3. This Schedule applies only to the Component Services described in "Schedule A – Community- Based with Police-Based in Service Area".

SECTION 1 - APPOINTMENT

- 1.01 The Province retains the Contractor to deliver a victim services program (herein called the "Program") to provide the services (the "Services") described in "Schedule A" attached.

SECTION 2 - TERM

- 2.01 The Contractor must provide the Services during the term of this Agreement (the "Term") which Term will, notwithstanding the date of execution and delivery of this Agreement, be conclusively deemed to commence on **April 01, 2011** and end on **March 31, 2012**.

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 an amount up to the Total Funding Amount in the amounts and at the times set out in "Schedule B" attached.
- 3.02 In order to receive the payments described in "Schedule B", the Contractor must submit statements of account and reports in accordance with Section 8 of this Agreement.

- 3.03 The Province in its sole discretion may withhold 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.
- 3.04 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.
- 3.05 At the sole option of the Province, any portion of the Total Funding Amount 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.
- 3.06 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.
- 3.07 Unless otherwise specified in this Agreement, all references to money are to be Canadian dollars.
- 3.08 The Contractor must not, in any manner whatsoever commit or purport to commit the Province to the payment of any money or to the performance of any obligation to any person, firm or corporation.

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) it 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 constituting 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
 - (e) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to 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 - OBLIGATIONS OF THE CONTRACTOR

5.01 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) pay for all labour, material, facilities, legal services and approvals 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, or if applicable, in addition to attached "Schedule G" (for police based Program);
- (f) 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;
- (g) not do anything that would result in personnel hired by the Contractor or a subcontractor being considered as the Province's employees;
- (h) 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;
- (i) obtain the prior written consent of the Province to change the hours during which the Services are delivered as noted in Schedule F;

- 5.02 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 - SUBCONTRACTORS AND ASSIGNMENT

- 6.01 The Contractor must not assign any of its rights under this Agreement without the Province's prior written consent.
- 6.02 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.
- 6.03 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.

- 6.04 The Contractor must ensure that any subcontractor retained fully complies with this Agreement in performing the subcontracted obligations.

SECTION 7 – RECORDS

- 7.01 The Contractor will:
- (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) 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.

SECTION 8 – REPORTING

- 8.01 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.
- 8.02 The Contractor must submit monthly reports to the Province in a form and manner determined by the Province.
- 8.03 On or before **April 30, 2012** the Contractor must submit to the Province a descriptive report of the Services in the form set out in "Schedule D".
- 8.04 The Contractor must submit a Program Expenditures Report in the form set out in "Schedule E" confirming all expenditures at the following dates and times:

For the Reporting Period	Due Date
April 1, 2011 to June 30, 2011	On or before July 31, 2011
April 1, 2011 to September 30, 2011	On or before October 31, 2011
April 1, 2011 to December 31, 2011	On or before January 31, 2012
April 1, 2011 to March 31, 2012	On or before April 30, 2012

- 8.05 The Contractor must ensure that a signed copy of the local victim service program protocol, when established, is provided to the Province.

SECTION 9 - STATEMENTS AND ACCOUNTING

- 9.01 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 Total Funding Amount 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 Total Funding Amount is \$100,000.00 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.
- 9.02 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 an annual report that identifies the payments made by the Province under this Agreement and the disbursement of these funds for the Services.
- 9.03 The Contractor must keep and maintain separate administrative and financial records that pertain to the Program 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 10 - CONFLICT OF INTEREST

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

SECTION 11 – CONFIDENTIALITY

- 11.01 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, in the opinion of the Province, it is necessary in the public interest, or where in the opinion of the Province it is necessary to facilitate a transfer of said client files, records or documents.
- 11.02 The exception referred to in 11.01 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.
- 11.03 The Contractor will treat as confidential all information and material which comes to its knowledge as a result of this Agreement, except where disclosure is necessary for the Contractor to fulfill its obligations under this Agreement or as required by law.
- 11.04 Notwithstanding paragraph 11.03, the Contractor shall comply with all federal or provincial legislation requiring the disclosure of information.

SECTION 12 – DEFAULT

12.01 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 13 - TERMINATION

13.01 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 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.

13.02 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.

13.03 Without limitation to 13.02, 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 14 - NOTICES

14.01 Any notice, written communication or payment that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of delivery or, if mailed, on the seventh business day after the mailing of the same in British Columbia by prepaid post addressed, if to the Province:

Victim Services and Crime Prevention Branch
Ministry of Public Safety and Solicitor General
302 - 815 Hornby Street
Vancouver BC V6Z 2E6
Fax: 604-660-1635

And, if to the Contractor:

Victoria Women's Sexual Assault Centre Society
511-620 View St.
Victoria, BC V8W 1J6
Fax: 250-383-6112

14.02 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of the preceding paragraph of this Agreement, be deemed to be the mailing address of the party giving notice.

SECTION 15 - NON-WAIVER

15.01 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.

15.02 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 16 - ENTIRE AGREEMENT

16.01 No amendment or modification of this Agreement is effective unless it is in writing and signed by the parties.

16.02 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 17 - SURVIVAL OF PROVISIONS

17.01 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 18 - EVALUATION

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

SECTION 19 – INDEMNITY

- 19.01 The Contractor must indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of the Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director, or volunteer of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

SECTION 20 - LIABILITY INSURANCE

- 20.01 The Contractor is required to maintain liability insurance in accordance to Schedule C. See attached Schedule C.
- 20.02 The Contractor must comply with the *Workers' Compensation Act* and in particular must obtain and maintain during the Term of this Agreement, the necessary coverage of the Contractor's employees, and will, upon request by the Province, provide particulars of such coverage.
- 20.03 It is the Contractor's 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 21 – REFERENCES

- 21.01 Every reference to the Province in this Agreement includes the Solicitor General, the Deputy Solicitor General, the Executive Director of Victim Services and Crime Prevention Branch or 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.

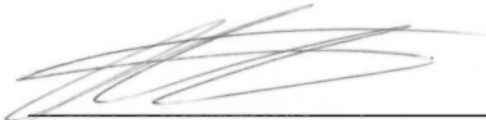
SECTION 22 - MISCELLANEOUS

- 22.01 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.
- 22.02 The Contractor is an independent contractor and not the servant, employee or agent of the Province.
- 22.03 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 22.04 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.
- 22.05 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

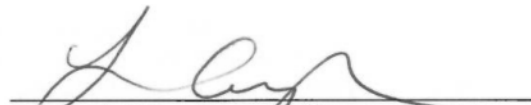
- 22.06 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 22.07 If any provision of this Agreement or the application to any person or circumstance is invalid 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.
- 22.08 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Services that by statute, the Contractor is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 22.09 For the purpose of paragraphs 22.10 and 22.11, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, 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".
- 22.10 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.
- 22.11 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other Party forthwith, and 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.
- 22.12 Time is of the essence in this Agreement.
- 22.13 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.
- 22.14 The Province may engage other resources to provide the Services during any such periods referred to in paragraph 22.13 and make a claim for related costs to the Contractor. This provision does not include periods where demand exceeds Contractor capacity.
- 22.15 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.
- 22.16 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.
- 22.17 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.
- 22.18 This Agreement will be binding upon the Province and its assigns and the Contractor, the Contractor's successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

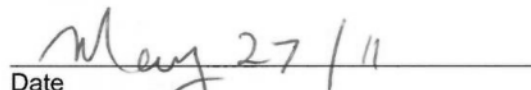
SIGNED on behalf of Her Majesty the Queen)
in right of the Province of British Columbia)
by a duly authorized representative of the)
Solicitor General in the presence of:)



Witness (Signature)




For the Solicitor General (Signature)
Executive Director
Victim Services and Crime Prevention Branch



Date

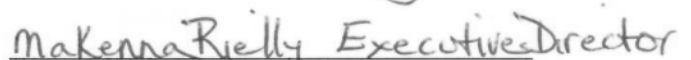
SIGNED on behalf of)
Victoria Women's Sexual Assault Centre Society)
by a duly authorized officer in the)
presence of:)



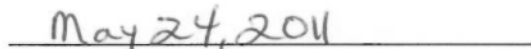
Witness (Signature)




For the Contractor (Signature)




Print Name and Title



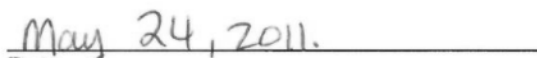
Date



Chair of the Board (Signature)



Print Name



Date

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VICTIM SERVICES & CRIME PREVENTION DIVISION
MINISTRY OF PUBLIC SAFETY
AND SOLICITOR GENERAL

SCHEDULE A – COMMUNITY-BASED WITH POLICE-BASED IN SERVICE AREA

A.1 Service Area

This victim service program will provide services to clients in the policing jurisdiction served by the **Greater Victoria**, regardless of whether or not they have chosen to report to the police. In some cases, clients may request service from outside the service area and the victim service program may provide services.

A.2 Type of Program

This is a community-based victim service program that operates with a police-based program in the same service area.

Services will be provided to: Adult female victims of crime, specifically victims of sexual assault and criminal harassment, victims who are survivors of historical or childhood sexual assault abuse.

A.2.1 Coordination and Protocol

Victim service programs in the same service area must establish and follow a local protocol which will include the roles and responsibilities of each program and how they will work together.

A.3 Clients

This community-based victim service program will provide the following services to the following clients:

	Victims of crime ¹ (other than family/ sexual violence)	Victims of non- criminal trauma ²	Victims of family/ sexual violence ³
Critical Incident Response	No	No	See A.3.1
Criminal Justice Information and Support	No	N/A	Yes
Safety Planning	No	No	Yes
Information and Referrals	No	No	Yes
Emotional and Practical Support	No	No	Yes

¹ See A.7 - definition section

² See A.7 - definition section

³ See A.7 - definition section

A.3.1 Critical Incident Response

This community-based victim service program provides Critical Incident Response to victims of family/sexual violence if:

- the program is part of a local agreement, such as a Sexual Assault Response Team (SART)
- the program is part of a local agreement with an outside agency, such as a hospital or clinic
- the practice is included in the local coordination protocol OR
- police request the service and the program has the capacity to respond

A.4 Service Deliverables

Contractors are responsible for supervising victim service workers to provide the services described below. Contractors may prioritize service delivery based upon victim safety, victim vulnerability, type of crime and the seriousness of the incident.

Critical Incident Response

- Respond to call out from police to:
 - Provide initial incident defusing
 - Provide critical incident stabilization
 - Liaise between victim and emergency personnel
- Respond to hospital call out
 - Liaise between victim and hospital personnel
- Identify and address immediate emotional, safety, and logistical victim needs
- Provide information regarding the immediate and post incident impacts of crime and trauma
- Provide information regarding next steps or actions to be undertaken by the police
- Coordinate with appropriate parties
- Provide response in accordance with contractor agency policies and procedures

Criminal Justice System - Information and Support

- Provide information to victims about their rights under the Victims of Crime Act (VOCA)
- Obtain, provide and/or arrange for victims to receive case specific information which they may request under sections 6 and 7 VOCA.
- Provide information about the criminal justice system process, and roles of key parties
- Assist victims to work collaboratively with justice system personnel (e.g. police, Crown counsel)

- Arrange, facilitate and/or accompany victims to meetings with criminal justice system personnel (e.g. police, Crown counsel, corrections staff)
- Support and prepare victims for the criminal court process, including:
 - Review with victims whether they may require testimonial accommodations
 - Initiate conversations with Crown counsel regarding victims' participation in the court process, including, if appropriate, exploration of testimonial accommodation
 - Prepare victim for possible emotional responses to court proceedings and/or testifying
 - Provide victim with court orientation by providing a courthouse tour, reviewing court room protocol, or providing public education materials⁴
- Provide victims with information regarding options for travel expenses to court and assist with facilitating these processes and arrangements
- Accompany victim to court and provide related emotional and practical assistance
- Provide information about and assistance with Victim Impact Statements
- Provide support to the victim upon conclusion of the case, ensuring victim is aware of and understands the outcome, and has access to necessary follow-up resources including registration for victim notification where appropriate

Safety Planning

- Upon initial contact with victim, assess, identify and address victim's immediate and emergency safety needs
- Develop and continue to update safety plan with victim including coordination with community and criminal justice system partners where appropriate
- Provide general safety and crime prevention information and referrals to community resources

Practical and Emotional Support

- Provide emotional support to assist victims to cope with the impacts of crime and trauma.
- Assist victim with the completion of forms (i.e. Crime Victim Assistance Program application, Victim Impact Statement, victim notification registration).
- Assist victim with accessing transportation services including, but not limited to hospital, court, police, transition house, and/or shelters.
- Assist victim with accessing shelter, financial assistance, and/or social services as required.
- Provide or facilitate other types of practical support and assistance as appropriate

⁴ Public education materials alone are generally not sufficient for court orientation unless they are the only option because of geography or workload.

Information and Referral

- Provide referral information about Ministry of Public Safety and Solicitor General supports including:
 - Victim services
 - Victim Safety Unit
 - Crime Victim Assistance Program
 - Stopping the Violence Counselling, Children Who Witness Abuse Counselling, Outreach and Multicultural Outreach Services
- Provide referral information regarding:
 - Social services
 - Health services
 - Counselling services
 - Housing services
 - Mental health services
 - Community resources
 - Crime prevention
 - Financial Benefits
 - Attorney General services, including family justice counsellors
 - Other resources as appropriate

A.5 Networking, Public Awareness and Education

The following activities are provided depending upon the needs of the community and the program client service requirements. These outreach activities enhance service delivery to victims, reach out to potential victims and raise the profile of victim services within the community.

- Host and/or participate in victim-related events
- Provide public education and promote awareness regarding victims' issues
- Inform other community services about services available to victims of crime
- Develop and maintain a network with social service and other community agencies, including transition houses, hospitals, and family justice resources
- Participate in local committees and events attended by representatives of social service, community agencies and the criminal justice system
- Develop and maintain a network with criminal justice system personnel including police, Crown counsel, court services, corrections, and sheriffs

A.6 Services Not Provided

Contractors are responsible for ensuring that the following services are not provided by victim service workers:

- Crime scene clean-up
- Mental health services
- Victim transportation without appropriate vehicle insurance
- Legal advice
- Counselling – Victim service workers do not provide counselling or refer to themselves as counsellors unless they are registered counsellors

A.7 Definitions

Adult – All persons 19 years and over.

Child – All persons under the age of 13 years.

Child and Youth Physical Abuse – Any form of assault, as defined in the Criminal Code of Canada, committed against a child or youth by an adult in a position of trust or authority.

Child and Youth Sexual Abuse – Any sexual offence, as defined in the Criminal Code of Canada, and other offences of sexual nature committed against a child or youth.

Emotional Support - Validation of the victim's emotional/psychological reactions to the incident, acknowledging the victim's strengths, active listening, reflection, validation, predicting, and preparing support plans.

Safety Planning – Developing a plan with the victim to manage safety and reduce the risk of further victimization.

Sexual Assault – Any sexual offence, as defined in the Criminal Code of Canada, and other offences of sexual nature committed against an adult.

Victims of crime - Direct victims of and witnesses to criminal offences and immediate/ surviving family members of direct victims of criminal offences.

Victims of family/sexual violence:

- victims of violence in relationships (adult, youth, or child)
- victims of sexual assault
- victims of criminal harassment
- victims of child abuse/assault (both physical and sexual)
- adult survivors of childhood abuse (both physical and sexual)
- child witnesses of family violence

Victims of trauma – Direct victims of and witnesses to non-criminal traumatic events which involve the police or other first responders, including, but not limited to motor vehicle accidents and sudden death next of kin notifications; immediate/ surviving family members of direct victims of traumatic events.

Victim Service Worker – Program coordinator, volunteer, student, trainee, and work placement who is employed or retained to provide victim services under this Agreement.

Violence in Relationships – Violence in intimate relationships, including married, common law and dating relationships; same-sex or heterosexual relationships, whether the persons are living together at the time of the violence or not. It may include assault, sexual assault, criminal harassment and other crimes which occur within the context of that relationship (e.g. a victim of break and enter, mischief, and theft that was committed by a former intimate partner).

Youth – All persons aged thirteen to eighteen.

SCHEDULE B – TERMS AND CONDITIONS OF PAYMENT

1. Subject to paragraph 3.01 of this Agreement the Province will make the following payments to the Contractor for providing the Services specified in "Appendix A":
 - On April 15, 2011, the sum of **\$55,288.75**;
 - On July 15, 2011, the sum of **\$55,288.75**;
 - On October 15, 2011, the sum of **\$55,288.75**;
 - On January 15, 2012, the sum of **\$55,288.75**.
2. The parties agree that in no event will the monies payable to the Contractor under this Agreement exceed, in the aggregate, the sum of **\$221,155.00**, the Total Funding Agreement.

SCHEDULE C - LIABILITY INSURANCE PROVIDED BY THE PROVINCE

1. The Province will purchase and maintain Comprehensive General Liability insurance in the amount of \$2,000,000.00 inclusive per occurrence against bodily injury and property damage arising out of the Contractor's performance of the Services on behalf of the Province as outlined in this Agreement.
2. The Contractor shall be responsible for and pay any deductible under the policy.
3. The Contractor will be provided with a Certificate of Insurance and a copy of the insurance policy wording. The Contractor is responsible to notify the Province if the Contractor does not receive, within a reasonable time period, the Certificate of Insurance.
4. The Province will take reasonable steps to ensure the coverage specified in section 1 is continuous for the duration of this Agreement but the Province does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
5. The Province does not represent or warrant that the policy contains insurance for any and all losses. It is the Contractor's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
6. The Contractor shall provide, maintain, and pay for, any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in section 1.
7. The Contractor will comply with the Workers' Compensation Legislation for the Province of British Columbia.

SCHEDULE D – ANNUAL DESCRIPTIVE REPORT

Fiscal 2011 – 2012 Annual Descriptive Report

Contract No. 15092142-12

Reporting Period: April 1, 2011 – March 31, 2012

Program Type:

☐ Police Based

☐ Community-Based

Region: (Check one)

☐ Region 1 – Vancouver Island

☐ Region 2 – Vancouver

☐ Region 3 – Fraser Valley

☐ Region 4 - Southern Interior

☐ Region 5 - Central Interior

☐ Region 6 - North

Program Name:

Sexual Violence Victim Services

Program Manager Name:

Telephone:

Fax:

E-mail:

Please complete the questions below, point form responses are acceptable. These responses will provide Victim Services and Crime Prevention, Ministry of Public Safety and Solicitor General with a better understanding of your program activities.

DIRECT SERVICES

1. Describe your major accomplishments or activities achieved in direct service to victims.

2. Describe any obstacles or challenges faced by your program in providing direct service delivery.

3. Describe the strategies your program used to address these obstacles/challenges. Were they successful?

OTHER SERVICES/ISSUES

4. Describe your program's referral processes and procedures.

5. Describe innovative ideas or solutions that your program has implemented to better serve victims of crime in your community/region/B.C.

6. Describe any trends that may affect services for victims of crime (in your community/region/B.C.).

7. Provide additional comments or input regarding your program in particular, or services for victims in general.

Program staff personnel:

COMPLETED BY:

SIGNATURE:

DATE:

Contractor personnel:

REVIEWED BY:

SIGNATURE:

DATE:

Please submit by April 30, 2012 to:

 **E-MAIL (PREFERRED):**

VSPContracts@gov.bc.ca

or

Opra@gov.bc.ca

FAX:

(604) 660-1635

 **MAIL:**

**Victim Services and Crime Prevention Branch
302 – 815 Hornby Street
Vancouver BC V6Z 2E6**

SCHEDULE E – PROGRAM EXPENDITURE REPORT

FISCAL 2011 – 2012

REPORTING PERIOD: ☐ 1ST: APRIL 1, 2011 – JUNE 30, 2011
DUE BY JULY 31, 2011

☐ 3RD: APRIL 1, 2011 – DECEMBER 31, 2011
DUE BY JANUARY 31, 2012

☐ 2ND: APRIL 1, 2011 – SEPTEMBER 30, 2011
DUE BY OCTOBER 31, 2011

☐ 4TH: APRIL 1, 2011 – MARCH 31, 2012
DUE BY APRIL 30, 2012

Program Name: Sexual Violence Victim Services

Contractor Name: Victoria Women's Sexual Assault Centre Society

Contract no.: 15092142-12

ITEM	ANNUAL BUDGET AS PER FUNDING APPLICATION (Include VSCP Funding Only)	YTD BUDGET (VSCP Funding Only)	YTD ACTUAL (VSCP Funding Only)	VARIANCE (YTD Budget - YTD Actual = Variance)	FORECAST TO YEAR END Indicate projected expenditures to March 31, 2012	COMMENTS Provide a detailed explanation for any variance greater than 5%. Also include an explanation for changes to yearend forecast
A. Salaries and Benefits						
B. Program Delivery						
C. Administration						
TOTAL:						

CERTIFICATION: *As a signing authority for the organization, I hereby certify that all the material contained on this summary is accurate and correct to the best of my knowledge.*

Contractor Name (please print) _____

Contractor Signature _____

Date _____

Contact phone no.: _____

Remarks: Please e-mail VSPContracts@gov.bc.ca or fax a signed copy to Victim Services and Crime Prevention Branch at: 604-660-1635.

Schedule F

Victim Service Program Application – Fiscal Year 2011-2012

Please complete the information below

A. APPLICANT ORGANIZATION INFORMATION

Legal Name of Organization:	Victoria Women's Sexual Assault Centre Society		
Incorporation # (for Societies only):	S-18042		
Street Address: (include City, Province, and Postal Code)	#511 - 620 View St Victoria, BC V8W 1J6		
Mailing Address: (if different from above):	Same		
Telephone:	250-383-5545	Fax:	250-383-6112
Organization Contact			
Contact Name:	Makenna Rielly, Executive Director		
Contact Title:	Executive Director		
Mailing Address: (if different from above)	Same		
Telephone:	250-383-5545 x168	Fax:	250-383-6112
E-mail Address:	makennar@vwsac.com		

B. VICTIM SERVICE PROGRAM CONTACT INFORMATION

Program Type:	Community-Based Victim Services Program		
Street Address:	#511 - 620 View St Victoria BC V8W 1J6		
Mailing Address: (if different from above):	Same		
Program Telephone:	250-383-5545	Program Fax:	250-383-6112
Program Coordinator Name:	Stephanie Coppy DCS Program Manager	Telephone:	250-383-5545 x108
Program Coordinator E-mail Address:	Stephanie.C@vwsac.com		
Names of all additional paid program staff:	Lorinda Allix Catherine Charlton Lindsay Pomper		
↓ Police-based Programs only ↓			
Police Department/ Detachment Liaison:			
Mailing Address:			
Telephone:		Fax:	

E-mail Address:

D. PROGRAM DELIVERY

The questions in this section pertain only to the services provided under the "victim service program" funded by Victim Services and Crime Prevention Branch (the "Branch"), Ministry of Public Safety and Solicitor General. 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: Monday to Friday Hours: 9am to 5pm

2. a) Indicate the hourly wage paid for each of the victim service program position(s):

Victim Service Worker Justice 26.94 DCS Manager/Clinical 35.72

Victim Service Worker Support 26.94

Volunteer Coordinator 18.63

- b) Indicate the number of hours per week and the hourly wage paid for direct clinical supervision purposes (if provided):

3. Attach a copy of the job description for each of the victim service program position(s).

E. ORGANIZATION INFORMATION

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

Employment Standards Act of British Columbia?

☒ Yes

☐ No

British Columbia Human Rights Code?

☒ Yes

☐ No

2. a) Indicate your organization's WCB Account #: 327640 AQ

- b) Attach a copy of your organization's clearance letter to confirm current standing

3. a) Is your organization unionized?

☒ Yes

☐ No

- b) If answered "yes" to the above,

i) Specify which union: BCGEU

ii) Specify whether program staff are exempt from the collective agreement ☐ Yes ☐ No

5. Does your organization currently have Comprehensive General Liability (CGL) Insurance coverage other than the CGL Insurance that is provided by the Province?

☐ Yes

☒ No

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);

b) Financial statements, including an accounting for the Program received from Branch and the Disbursement of these funds; **AND**

c) Board of Directors and positions held (e.g. *Chair/President, Treasurer, etc.*)

2. Provide a copy of your Society's constitutions and/or by-laws:

a) If your organization has not previously provided these to the Branch (for those organizations who are administering the contract for a victim service program for the first time) OR

b) If your Society's constitutions and/or by-laws has been amended within the last 12 months

F. BUDGET PROPOSAL

Note the following when completing your Fiscal Year 2011/2012 Budget Proposal:

1. Ministry guidelines require that **at least 80% of provincial Program** be allocated towards "Salaries and Benefits" for direct service delivery and direct clinical supervision costs (*Section 2A of the Budget Proposal*).
2. **For Police-Based programs:** If the program is cost-shared with your municipality/regional district, the maximum "in kind" amount that may be claimed for under "Municipal" 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.
3. Your Budget Proposal must be balanced. Incomplete budget proposals may result in a delay in the assessment of your application.

Fiscal Year 2011-2012 Budget Proposal

Your proposed budget should reflect the costs of delivering a victim service program. Incomplete budget proposals may cause a delay in the assessment of your application.

1. TOTAL PROGRAM AVAILABLE

For Police-Based programs: If the program is cost-shared with your municipality/regional district, the maximum "in kind" amount that may be claimed for under "Municipal" 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.

SOURCE	CASH	IN-KIND	TOTAL
Government			
• Municipal			
• Regional District			
• Provincial - Victim Services and Crime Prevention Branch	221,155		221,155
Other (specify) <i>Fundraising</i>	181,299		181,299
TOTAL PROGRAM	402,454		402,454

2. EXPENDITURES

A. SALARIES AND BENEFITS (NOTE: Ministry guidelines require that **at least 80% of provincial Program** be allocated towards "Salaries and Benefits" for direct service delivery and direct supervision and clinical supervision costs)

POSITION(S) by Job Title:	YEARLY SALARY	YEARLY BENEFITS	TOTAL YEARLY COST	FUNDED FROM VSCPD	FUNDED FROM OTHER SOURCES*
1) <i>VS Worker Justice</i> s.22				62,894	
2) <i>VS Worker Support</i>				62,894	
3) <i>DCS Manager</i>				40,831	
4) <i>Volunteer Coordinator</i>				23,490	
TOTAL SALARIES AND BENEFITS	171,207	18,902	190,109	190,109	

B. VICTIM SERVICE PROGRAM DELIVERY COSTS (Expenses directly related to the delivery of the victim service program)

EXPENSE	TOTAL COST	FUNDED FROM VSCPD	FUNDED FROM OTHER SOURCES*
Facilities (e.g. rent, utilities, maintenance)	31,561	16,946	14,615
Resource Materials	500	500	0
Program Delivery Related Travel	3,960	2,700	1,260
Volunteer Appreciation	400	400	0
Office Supplies	2,500	2,500	0
Promotion/Outreach	3,000	3,000	0
Telephone/Fax/Internet	7,242	5,000	2,242
Cellular Phone	0	0	0
Memberships (specify) <i>EVA BC</i>	80	0	80
Other (specify) <i>Interpreter</i>	1,000	0	1,000
TOTAL PROGRAM DELIVERY COSTS	50,243	31,046	19,197

C. APPLICANT ADMINISTRATIVE COSTS (Expenses indirectly related to the delivery of the victim service program)

EXPENSE	TOTAL COSTS	FUNDED FROM VSCPD	FUNDED FROM OTHER SOURCES*
Victim Service Staff Training, Development, and Associated Travel	1,600		1,600
Facilities (e.g. rent, utilities, maintenance)	67,565		67,565
Management/ Administrative Support Wages	72,897		72,897
Bookkeeping/Audit	9,000		9,000
Other (specify) Admin Overhead	11,040		11,040
TOTAL ADMINISTRATION COSTS	162,102		162,102

TOTAL EXPENDITURES

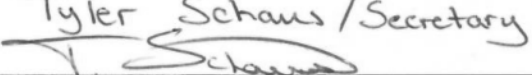
	FUNDED FROM VSCPD	FUNDED FROM OTHER SOURCES*
A. Total Salaries and Benefits	190,109	
B. Total Victim Service Program Delivery Costs	31,046	19,197
C. Total Applicant Administration Costs		162,102
TOTAL EXPENDITURES (A+B+C)	221,155	181,299

* "Funded from Other Sources" includes all other monies including: "in-kind", program partner, fund raising, donations, etc.

SUBMITTED BY: Authorized SIGNING AUTHORITY FOR ORGANIZATION

Please note that if the applicant is a Society, the signatures of **two** Board members are required

As an authorized signing authority 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:

Tyler Schaus / Secretary

 Authorized SIGNING AUTHORITY OR BOARD MEMBER
 PRINT NAME /TITLE


 SIGNATURE

Mar 2 2011
 DATE:

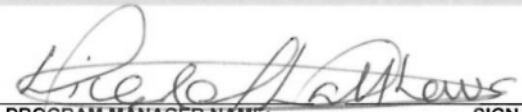
Ann Evans Locker

 BOARD MEMBER
 PRINT NAME /TITLE

Ann Evans Locker
 SIGNATURE

March 2, 2011
 DATE:

↓ **FOR VICTIM SERVICES AND CRIME PREVENTION Branch USE ONLY** ↓

APPROVED BY: 
 PROGRAM MANAGER NAME: SIGNATURE:

11.3.17
 DATE:

COMMENTS: Approved

RECEIVED
MAR 04 2011

VICTIM SERVICES & CRIME PREVENTION DIVISION
MINISTRY OF PUBLIC SAFETY
AND SOLICITOR GENERAL

Contract Information

Transaction
Type: Renewal

Transaction
Reason:
Transaction Submitted
Status:

Ministry: MINISTRY OF PUBLIC SAFETY AND SOLICITOR GENERAL
Department: N/A
Contractor: View Contractor Details

Contractor
Name: VICTORIA WOMEN'S SEXUAL ASSAULT CENTRE

Contractor
Address 1: SUITE 511, 620 VIEW STREET

Contractor
Address 2:

Contractor City: VICTORIA

Contractor
Province: British Columbia

Contractor
Country: Canada

Contractor
Postal Code: V3W1J6

Contract
Effective: Apr-01-2011

Contract Expiry: Mar-31-2012

Change
Effective: Apr-01-2011

Program: VICTIM SERVICES DIVISION

Contract #: 15092142-12

Contract
Amount: \$221,155.00

Liability Limit: \$2,000,000

Office Code:

Contract Type: Master Insurance Program

Service
Description: COMMUNITY-BASED VICTIM SERVICES

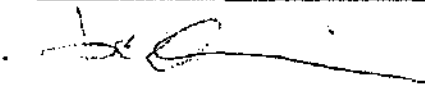
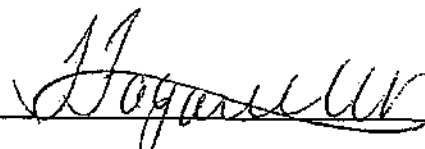
Indicates a required field

454287

**Ministry of Public Safety and Solicitor General
Direct Award – All STOBs
Contract Approval Request 2011 - 2012**

Branch	Victim Services and Crime Prevention		
Branch Number	15E45-FY12-VSCP003		
Total Value of Contract	STOB	8001	Branch STOB 80 budget 2011-12
	Fees	\$ 4,784,173.75	Amendment?
	Expenses	N/A	
	Total	\$	
	Hourly rate	N/A	
Time Period	From: April 01, 2011		To: March 31, 2012
Description of Services Required:			
<p>Victim Service Programs provide services to victims of crime including the provision of emotional support, practical assistance and support, and referral to other appropriate community support and/or services. Programs types include police-based (PBVS) and community-based (CBVS) victim service programs.</p>			
If required to fulfill legal or formal provincial commitment please indicate:			
Procurement Method to be used and explanation if not policy compliant		Direct Award Justification – Continuing Agreements (see attached)	
Why could staff resources or other ministries in government not fill this need?			
This is the most economically reasonable method of providing front-line services to vulnerable victims throughout the province. It allows us to take advantage of cost sharing with police agencies, and forego business and staffing costs.			
Implications if not approved:			
The needs of victims of crime, including domestic violence would not be met, resulting in re-victimization and impeding victims' ability to recover from the impacts of crime. Victims of crime, including domestic violence would not have access to essential services such as safety planning, criminal justice information and support, critical incident response, counselling and outreach. This would increase public criticism of the government's response to victims.			

Approvals

	Name	Signature	Date
Expense Authority	Susanne Dahlin	(see below)	
Branch ADM (or equivalent)	Susanne Dahlin		Nov 23, 2010
EFO/ADM Management Services	Tara Faganello		Jan 5/11

DIRECT AWARD JUSTIFICATION

Contracts may be negotiated and directly awarded without a competitive process only where an exceptional condition applies (see CCPM 6.3.3.a).

The contract manager is responsible for documenting, in the contract file, the rationale, or the circumstances, that supports the use of one of the below exceptions.

This document must be included in the contract file and be available when requested.

CONTRACTOR NAME	See attached list	ORIGINAL CONTRACT VALUE	\$ 4,784,173.75
AMENDMENT?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	TOTAL AMENDED VALUE	\$
		ORIGINAL TERM	April 01, 2011 – March 31, 2012
SERVICES PROVIDED	Victim Service Program	AMENDED TERM	

<input checked="" type="checkbox"/>	CHOOSE ONE PROCUREMENT PROCESS CODE THAT BEST APPLIES TO THIS DIRECT AWARD EXCEPTION
<input type="checkbox"/>	200 – PUBLIC SECTOR ORGANIZATION The contract is with another government body
<input type="checkbox"/>	201 – SOLE SOURCE The ministry can strictly prove that only one contractor is qualified to provide the good or service
<input type="checkbox"/>	202 – EMERGENCY Unforeseeable emergency exists and the goods services or construction could not be obtained in time through a competitive process
<input type="checkbox"/>	203 – SECURITY, ORDER, ETC A competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health
<input type="checkbox"/>	204 – CONFIDENTIALITY The acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to public interest
<input type="checkbox"/>	205 – NOTICE OF INTENT Posted on BC Bid when a contract for goods more than \$25k or services/construction more than \$50k is to be directly awarded on the basis that there is only one vendor that can provide the service required, but cannot be strictly proven by the Ministry (CCPM 6.3.2.c.7)
<input type="checkbox"/>	206 – No Justification An urgent requirement that does not meet any of the Direct Award criteria
<input type="checkbox"/>	207 – UNDER \$25,000 Award has been made for less than \$25k, and does not fall under 200 or 204 *NOTE: Although an allowable Procurement Process Code, Contract Managers are responsible to justify why it is not reasonable to compete.
STOB 80 contract or agreement that is directly awarded in accordance with CCPM 4.3.14.9	
<input type="checkbox"/>	208 – TRANSFER PAYMENTS (FINANCIAL ASSISTANCE) To provide financial assistance to a specified targeted group or population
<input type="checkbox"/>	209 – TRANSFER PAYMENTS (SHARED COSTS OR PUBLIC PRIVATE PARTNERSHIP) Where it involves a shared-cost agreement or a public private partnership, for which a competitive process is not appropriate

JUSTIFICATION – Please provide background, rationale and a detailed description or documentation of how the contract qualifies for the above selected exception. (Attach additional page as needed)

Procurement Process Code: 601 – Continuing Agreements

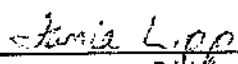
The Branch has held Continuing Agreements with 50 agencies for the provision of services to victims of crime since 2000.

Continuing Agreements were awarded based on the following required criteria:

- the services are to be rendered to a third party of behalf of the government;
- service provider continuity is desirable and the services are to extend for three years or more; and
- the services are applicable community health and social services

The Branch recognizes that continuing agreements are no longer encouraged as a practice and that policy changes with respect to these agreements are expected in the future. The Branch plans to transition all Continuing Agreements to term agreements as it implements its procurement strategy over the next 3-4 fiscal years. In the meantime, Continuing Agreements are in place for the provision of services to Victims of crime and continue to be monitored against program and performance standards.


Contract Manager Signature


Patricia Loop
Print Name


ADM Approval Signature

Contract No.
s.16,s.17

Contract Name

Contract
Type

Contract
Value

s.16,s.17

~~15092142-11~~ Victoria Women's Sexual Assault Centre Society
s.16,s.17

CBVS

221,155.00

FISCAL 2011-2012 TOTAL CONTRACT VALUE

s.16,s.17

Page 34

Withheld pursuant to/removed as

s.16;s.17

Approved
(18)

2011/2012 VICTIM SERVICES PROGRAM FUNDING APPLICATION CHECKLIST

Program Manager: ☐ E.M. ☐ J.B. ☒ M.M. ☐ P.D.

I. DATE RECEIVED: MAR 4/11 CONTRACT TRACKING #: 2142 -12
CONTRACTOR: Victoria Women's Sexual Assault Centre Society
PROGRAM NAME: Sexual Violence Victim Services
PROGRAM PASSWORD: 4R941 ☐ Police-based ☒ Community-based
SOCIETY #: 18042 CONTRACT TEMPLATE: 601
CA-C2; A3; C1;

II. FUNDING APPLICATION DOCUMENTS

↓ Follow-up date ↓

PART A – Organization Information COMPLETE: ☒ YES ☐ NO _____
➤ Incorporation No. (for Societies only) ☒ YES ☐ NO _____

PART B – Organization Person Contact Info COMPLETE: ☒ YES ☐ NO _____

PART C – Program Contact Info COMPLETE: ☒ YES ☐ NO _____

PART D - Program Delivery Info COMPLETE: ☒ YES ☐ NO _____
➤ Job description for each program staff ☒ YES ☐ NO _____

PART E – Organization Information COMPLETE: ☒ YES ☐ NO _____
➤ WCB Clearance Letter included? ☒ YES ☐ NO (CA to print if NONE)

Society Information: (Current)

➤ Constitution and by-laws (IF UPDATED) ☐ YES ☒ NO _____
➤ Annual Report/AGM Minutes ☒ YES ☐ NO _____
➤ Financial Statements ☒ YES ☐ NO _____
➤ Board of Directors (attach printout) ☒ YES ☐ NO _____

PART F (Budget) COMPLETE: ☒ YES ☐ NO _____
➤ 80% of funding allocated to "Salaries and Benefits" ☒ YES ☐ NO _____
➤ Legally authorized signatory (If Society, two Board signatures) ☒ YES ☐ NO _____

III. DESCRIPTIVE AND FINANCIAL REPORTS

APPENDIX D – Annual Descriptive Report

Fiscal 2009/2010 (due April 30, 2010)

☒ YES ☐ NO _____

APPENDIX E – Program Expenditure Report

Apr 1 – Jun 30, 2010 (due Jul 31, 2010)

☐ YES ☐ NO _____

Apr 1 – Sep 30, 2010 (due Oct 31, 2010)

☐ YES ☐ NO _____

Apr 1 – Dec 31, 2010 (due Jan 31, 2011)

☐ YES ☐ NO _____

MONTHLY STATISTICAL SUMMARY REPORTS

April 2010

☐ YES ☐ NO _____

May 2010

☐ YES ☐ NO _____

June 2010

☐ YES ☐ NO _____

July 2010

☐ YES ☐ NO _____

August 2010

☐ YES ☐ NO _____

September 2010

☐ YES ☐ NO _____

October 2010

☐ YES ☐ NO _____

November 2010

☐ YES ☐ NO _____

December 2010

☐ YES ☐ NO _____

January 2011

☐ YES ☐ NO _____

IV. CONTRACT ADMINISTRATION NOTES:

CGL NO

V. SENT TO PROGRAM MANAGER (DATE): mar 14/11

☒ M.M.

☐ E.M.

☐ J.B.

☐ P.D.

VI. MUNICIPAL CONTRIBUTION:

☐ YES

☒ NO

Required: _____

Actual: _____

PROGRAM MANAGER'S NOTES:

VII. SENT TO CONTRACT ADMINISTRATION (DATE): _____

VIII. APPROVED FOR 2011/2012 CONTRACT:

☒ YES ☐ NO


PM Signature

Date: 11.3.17

IX. PROGRAM MANAGER'S INSTRUCTIONS:

Approved

Date Contract Generated: _____ *Forwarded to MP:* _____

Date PM's reviewed and returned: _____ *PM Initial:* _____

Date Email sent out _____ *ADMIN Initial:* _____

Date Updated Database _____ *OPRA* _____ *By* _____



December 27, 2012

Makenna Rielly
Executive Director
Victoria Women's Sexual Assault Centre Society
Greater Victoria Policing Jurisdiction
511-620 View St.
Victoria, BC V8W 1J6

Dear Makenna Rielly:

RE: Modification Agreement - Victoria Women's Sexual Assault Centre Society - Greater Victoria Policing Jurisdiction - Contract No. 15092142-13 and C13STVS0002087

Enclosed for your record are a duly executed copies of your Modification Agreement Transfer Under Agreement with the Province to deliver a victim service program.

If you have any questions or would like additional information, please feel free to contact me at 604-775-2889, jaret.hunter@gov.bc.ca.

Sincerely,

Jaret Hunter
Program Manager

Encl.

Modification Agreement #1

THIS MODIFICATION AGREEMENT dated for reference 18th day of October, 2012.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Justice and Attorney General

Community Safety and Crime Prevention Branch
Victim Services and Crime Prevention Division
302 – 815 Hornby Street
Vancouver, BC V6Z 3A3
(the "Province")

AND:

Victoria Women's Sexual Assault Centre Society
#100 – 3060 Cedar Hill Road
Victoria, BC V8T 3J5
(the "Contractor")

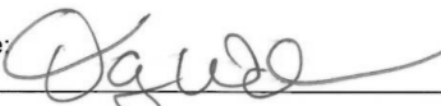
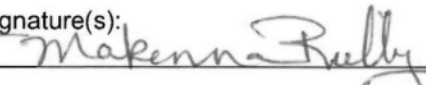
BACKGROUND

- A. The parties entered into Funding Agreement numbered **C13STVS0002087** dated for reference the 1st day of April 2012 (the "Agreement").
- B. The parties have agreed to modify the Agreement effective October 18th, 2012.

AGREEMENT

The parties agree as follows:

1. The "Schedule A – Stopping the Violence Counselling Program" is deleted in its entirety and replace with the "**Amended Schedule A – Stopping the Violence Counselling Program**".
2. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the <u>12</u> day of <u>Dec</u> , 2012 on behalf of the Province by its duly authorized representative Signature: <u></u> Print name: Taryn Walsh, Executive Director Victim Services and Crime Prevention Division	SIGNED AND DELIVERED on the <u>6th</u> day of <u>December</u> , 2012 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature(s): <u></u> Print name(s): <u>Makenna Rielly</u>
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18 October 2012

Makenna Rielly
Executive Director
Victoria Women's Sexual Assault Centre Society
100 – 3060 Cedar Hill Road
Victoria, BC V8T 3J5

Dear Makenna Rielly:

Re: Victoria Women's Sexual Assault Centre Society
Modification Agreement # 1 – C13STVS0002087

Attached please find a copy of the Modification Agreement with reference of the above noted contract.

Please print two copies, sign and return both signed copies to my attention. A fully executed copy of the Modification Agreement will be forwarded to you at a later date for your reference.

If you have any questions, please contact me at 604-775-2889, Jaret.Hunter@gov.bc.ca.

Sincerely,

Jaret Hunter
Program Manager

Attch.

AMENDED - SCHEDULE A
STOPPING THE VIOLENCE COUNSELLING PROGRAM
Victoria Stopping the Violence Counselling

TERM: April 1, 2012 – March 31, 2013

PROGRAM DESCRIPTION

1. The Stopping the Violence Counselling Program provides individual and/or group counselling for **Women and Transgender People**, who have experienced sexual assault, violence/abuse in relationships, or childhood abuse, and who:
 - (a) reside in Victoria, BC and the surrounding area and as determined by the Contractor, serve **Women and Transgender People** from outside this area; and
 - (b) are nineteen (19) years of age or older; or
 - (c) where no other suitable services are available, are leading an adult life style and are under 19 years of age ("**Women and Transgender People**").

SERVICES

2. The Contractor will deliver the Stopping the Violence Counselling Services (the "Services") specified in this Schedule during the period April 1, 2012 to March 31, 2013. In accordance with the Service Principles and Service Guidelines described in this Schedule, the Contractor will provide the following Services for **Women and Transgender People**:
 - (a) initially work with **Women and Transgender People** to identify the circumstances that have led them to seek or be referred to the Services, including mutually identifying the goals of counselling and the available service options;
 - (b) use an individual approach and/or group approach, based on the needs of individual **Women and Transgender People**;
 - (c) when considered appropriate by the Contractor, and when there is mutual agreement between **Women and Transgender People** and the Contractor, the Contractor may refer **Women and Transgender People** to other related services, including clinical treatment;
 - (d) liaise with and make referrals to other local agencies providing related services, such as transition houses, victim assistance programs, alcohol and drug programs and mental health services;
 - (e) maintain records containing at a minimum, **Women and Transgender People's** basic assessment information notes, relevant session notes, termination summary notes and other data that may be specified by the Province;
 - (f) provide additional information, when requested by the Province; and
 - (g) provide the Services for 132 hours per week.
3. When Providing the Services the Contractor will:
 - (a) ensure every person involved with the provision of the Services under this Contract, including all persons employed in connection with providing the Services, are competent to perform the Services; adequately trained, fully instructed and supervised including counselling supervision, debriefing, peer support and case consultation, and (except for supervised practicum students) possess the following minimum qualifications:
 - (i) high school graduation plus a related post-secondary undergraduate degree or diploma; or
 - (ii) extensive work-related experience under qualified supervision and participation in related continuing education programs

- (b) ensure, in addition to (a) above, that case consultants and counselling supervisors will possess the following qualifications:
 - (i) knowledgeable and skilled in feminist counselling and counselling supervision practices; and
 - (ii) experience in counselling **Women and Transgender People** who have experienced violence and trauma;
- (c) upon request from the Province from time to time, provide evidence satisfactory to the Province that the Contractor, its employees, and all personnel engaged by the Contractor, hold or have been issued all required licenses, certificates and memberships and that they are valid and subsisting and in good standing; and
- (d) at all time maintain a standard of care, skill and diligence in performance of the Services exercised and observed by persons engaged in the provision of services similar to the Services.

COUNSELLOR SUPPORT PLAN

- 4. The Counsellor Support Plan (the "Plan") identifies the support mechanisms provided by the Contractor to the Counsellors involved in the provision of the Services. The Plan must include, but is not limited to, peer support, debriefing, counselling supervision and case consultation.
- 5. The contractor will develop, implement and maintain the Plan in accordance with paragraphs three (3) and four (4) of this Schedule, and the Counsellor Support Plan criteria established by the Province and provided by the Province to the Contractor.
- 6. Where changes in staff occur or other relevant changes to the Plan are required, the Contractor will revise the Plan through a collaborative process with Counsellors involved in the provision of the Services and re-submit the Plan to the Province.
- 7. The Contractor will allocate the funding for the Plan described in Schedule B specifically to the implementation of the Plan, and this funding will be identified in the Contractor's annual budget projections and financial statements.

SERVICE PRINCIPLES

- 8. When providing the Services, the contractor will focus on **Women and Transgender People's** needs and will consider:
 - (a) the individual situation, perspective and needs of **Women and Transgender People**; and
 - (b) the safety of **Women, Transgender People** and children as more important than keeping families together.
- 9. When providing the Services, the Contractor will use the knowledge:
 - (a) of power imbalances in our society that lead to **Women and Transgender People** being exposed to abuse or violence;
 - (b) of the impact and dynamics of abuse and violence; and
 - (c) that perpetrators are responsible for their actions.
- 10. When providing the Services, the Contractor will:
 - (a) comply with the aim of accessibility for all **Women and Transgender People** including aboriginal women, women with disabilities, immigrant women, women of colour, lesbians, sex trade workers, older women, poor women and isolated women;

- (b) provide the Services in a flexible manner which goes beyond emotional support, but does not include clinical treatment;
- (c) facilitate **Women and Transgender People's** understanding of the emotional and psychological impact of the trauma resulting from abusive or violent experiences;
- (d) focus on the specific behavioral, emotional, cognitive and physical consequences of the abuse or violence;
- (e) explore past and present coping strategies, foster development and strengthening of personal coping skills;
- (f) address issues, including but not limited to, depression; self-esteem, social, cultural and economic values; and any issue that may hinder recovery of promote powerlessness, recurrence, or dependency;
- (g) facilitate **Women and Transgender People's** understanding of how the power imbalances in society's political, social, cultural, religious and economic institutions influence relationships with self and other;
- (h) provide the Services for a reasonably limited period of time, based on the requirements of individual **Women and Transgender People**;
- (i) carry out the Services in a manner that will not constitute clinical treatment, create an undue situation of dependency on the Contractor or Counsellor, or limit the availability of the Services to other **Women and Transgender People**;
- (j) ensure that **Women and Transgender People** are entitled to independence from the religious, political, social beliefs or affiliations of the Contractor, its employees and volunteers;
- (k) provide an atmosphere and location that aims to ensure the personal and physical safety of **Women and Transgender People** and the Contractor's employees and volunteers;
- (l) maintain operational policies to protect **Women and Transgender People** and the Contractor's employees and volunteers from sexual and racial harassment during the provision of the Services; and
- (m) ensure that every person involved with the provision of the Services under this Contract sign a confidentiality agreement in a form and content satisfactory to the Province. The Contractor will provide a copy of this confidentiality agreement to the Province upon request.

REPORTS

11. The Contractor will submit to the Province:

- (a) monthly data collection form on the Services (the "Report Template") in a form specified by the Province. The form must be postmarked or submitted no later than the 10th of the month following the quarter that is being reported.
- (b) annually upon request by the Province, a budget projection for the Services (the "Annual Budget") for the Contractor's fiscal year in a form specified by the Province.
- (c) annually upon request by the Province, an expenditure report for the Services (the "Actual Spending Summary") for the Contractor's previous fiscal year in a form specified by the Province to the Contractor.

The Province may amend all or any part of the Report Templates from time to time. The Province will give the Contractor reasonable notice on any amendments made. An amendment is effective and becomes part of the Agreement when the Province gives notice of the amendment to the Contractor.

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF JUSTICE**

TRANSFER UNDER AGREEMENT

THIS AGREEMENT dated for reference the 01st day of April, 2012.

BETWEEN:

VICTORIA WOMEN'S SEXUAL ASSAULT CENTRE SOCIETY (the "Contractor") with the following specified address and fax number:

511 – 620 View Street
Victoria, BC V8W 1J6
Fax #: 250-383-6112

AND:

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

Victim Services and Crime Prevention Division
Ministry of Justice
302 – 815 Hornby Street
Vancouver, BC V6Z 2E6
Fax: 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.
- 3.02 In order to receive the payments described in Schedule B, the Contractor must submit statements of account and reports in accordance with Section 8 of this Agreement.
- 3.03 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.
- 3.04 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.
- 3.05 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.
- 3.06 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.
- 3.07 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

3.08 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.

3.09 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, or if applicable, in addition to attached Schedule G (for police-based Program);
- (f) 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;
- (g) not do anything that would result in personnel hired by the Contractor or a subcontractor being considered as the Province's employees;
- (h) 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;
- (i) obtain the prior written consent of the Province to change the scheduled hours of operation of the program as noted in Schedule F;
- (j) 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;
- (k) acknowledge the involvement of the Ministry of Justice 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.

9.03 The Contractor must submit quarterly reports in the form and manner set out in Schedule D confirming activities and all expenditures for the period at the following dates and times:

For the Reporting Period	Due Date
April 1, 2012 to June 30, 2012	On or before July 31, 2012
July 01, 2012 to September 30, 2012	On or before October 31, 2012
October 01, to December 31, 2012	On or before January 31, 2013
January 01, 2013 to March 31, 2013	On or before April 30, 2013

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
 - (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 14.01 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 and Attorney General, 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.

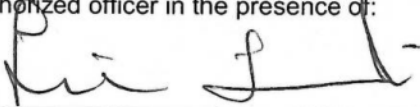
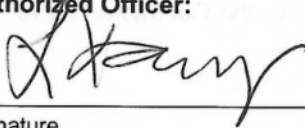

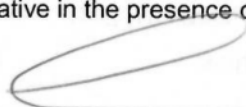
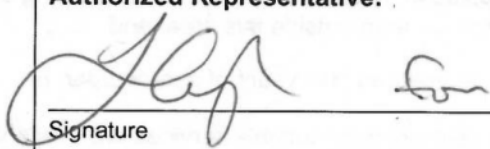
SECTION 24 - MISCELLANEOUS

- 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 24.10 and 24.11, 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 <u>29th</u> day of <u>June</u>, 2012 on behalf of the Contractor by its duly authorized officer in the presence of:</p> <p></p> <p>_____ Witness Signature</p> <p>Authorized Officer:</p> <p></p> <p>_____ Signature</p> <p><u>Lenore Kennedy</u></p> <p>_____ Name</p> <p><u>Resource Development Manager</u></p> <p>_____ Title</p> <p>Chair of the Board: (if Contractor is a Society)</p> <p></p> <p>_____ Signature</p> <p><u>HEIDI EXNER</u></p> <p>_____ Name</p>	<p>SIGNED on the <u>6</u> day of <u>July</u>, 2012 on behalf of the Province by its duly authorized representative in the presence of:</p> <p></p> <p>_____ Witness Signature</p> <p>Authorized Representative:</p> <p></p> <p>_____ Signature</p> <p>Name: Taryn Walsh Executive Director Victim Services and Crime Prevention Division</p>
--	---

RECEIVED
JUN 29 2012

VICTIM SERVICES & CRIME PREVENTION DIVISION
MINISTRY OF JUSTICE

SCHEDULE A
STOPPING THE VIOLENCE COUNSELLING PROGRAM
Victoria Stopping the Violence Counselling

TERM: April 1, 2012 - March 31, 2013

PROGRAM DESCRIPTION

1. The Stopping the Violence Counselling Program provides individual and/or group counselling for Women who have experienced sexual assault, violence/abuse in relationships, or childhood abuse, and who:
 - (a) reside in Victoria, BC, and the surrounding area and as determined by the Contractor, serve women from outside this area; and
 - (b) are nineteen (19) years of age or older; or
 - (c) where no other suitable services are available, are leading an adult life style and are under 19 years of age ("Women").

SERVICES

2. The Contractor will deliver the Stopping the Violence Counselling Services (the "Services") specified in this Schedule during the period April 1, 2012 to March 31, 2013. In accordance with the Service Principles and Service Guidelines described in this Schedule, the Contractor will provide the following Services for Women:
 - (a) initially work with Women to identify the circumstances that have led them to seek or be referred to the Services, including mutually identifying the goals of counselling and the available service options;
 - (b) use an individual approach and/or a group approach, based on the needs of individual Women;
 - (c) when considered appropriate by the Contractor, and when there is mutual agreement between Women and the Contractor, the Contractor may refer Women to other related services, including clinical treatment;
 - (d) liaise with and make referrals to other local agencies providing related services, such as transition houses, victim assistance programs, alcohol and drug programs and mental health services;
 - (e) maintain records containing at a minimum, Women's basic assessment information notes, relevant session notes, termination summary notes and other data that may be specified by the Province;
 - (f) provide additional information, when requested by the Province; and
 - (g) provide the Services for 132 hours per week.
3. When providing the Services the Contractor will:
 - (a) ensure every person involved with the provision of the Services under this Contract, including

all persons employed in connection with providing the Services, are competent to perform the Services, adequately trained, fully instructed and supervised including counselling supervision, debriefing, peer support and case consultation, and (except for supervised practicum students) possess the following minimum qualifications:

- (i) high school graduation plus a related post-secondary undergraduate degree or diploma; or
 - (ii) extensive work-related experience under qualified supervision and participation in related continuing education programs.
- (b) ensure, in addition to (a) above, that case consultants and counselling supervisors will possess the following qualifications:
- (i) knowledgeable and skilled in feminist counselling and counselling supervision practices; and
 - (ii) experience in counselling Women who have experienced violence and trauma;
- (c) upon request from the Province from time to time, provide evidence satisfactory to the Province that the Contractor, its employees, and all personnel engaged by the Contractor, hold or have been issued all required licenses, certificates and memberships and that they are valid and subsisting and in good standing; and
- (d) at all times maintain a standard of care, skill and diligence in performance of the Services exercised and observed by persons engaged in the provision of services similar to the Services.

COUNSELLOR SUPPORT PLAN

4. The Counsellor Support Plan (the "Plan") identifies the support mechanisms provided by the Contractor to the Counsellors involved in the provision of the Services. The Plan must include, but is not limited to, peer support, debriefing, counselling supervision and case consultation.
5. The Contractor will develop, implement and maintain the Plan in accordance with paragraphs three (3) and four (4) of this Schedule, and the Counsellor Support Plan criteria established by the Province and provided by the Province to the Contractor.
6. Where changes in staff occur or other relevant changes to the Plan are required, the Contractor will revise the Plan through a collaborative process with Counsellors involved in the provision of the Services and re-submit the Plan to the Province.
7. The Contractor will allocate the funding for the Plan described in Schedule B specifically to the implementation of the Plan, and this funding will be identified in the Contractor's annual budget projections and financial statements.

SERVICE PRINCIPLES

8. When providing the Services, the Contractor will focus on Women's needs and will consider:
 - (a) the individual situation, perspective and needs of Women; and
 - (b) the safety of Women and children as more important than keeping families together.
9. When providing the Services, the Contractor will use the knowledge:
 - (a) of power imbalances in our society that lead to women being exposed to abuse or violence;
 - (b) of the impact and dynamics of abuse and violence; and
 - (c) that perpetrators are responsible for their actions.

SERVICE GUIDELINES

10. When providing the Services, the Contractor will:

- (a) comply with the aim of accessibility for all Women including aboriginal women, women with disabilities, immigrant women, women of colour, lesbians, sex trade workers, older women, poor women and isolated women;
- (b) provide the Services in a flexible manner which goes beyond emotional support, but does not include clinical treatment;
- (c) facilitate Women's understanding of the emotional and psychological impact of the trauma resulting from abusive or violent experiences;
- (d) focus on the specific behavioral, emotional, cognitive and physical consequences of the abuse or violence;
- (e) explore past and present coping strategies, foster development and strengthening of personal coping skills;
- (f) address issues, including but not limited to, depression; self-esteem, social, cultural and economic values; and any issue that may hinder recovery or promote powerlessness, recurrence, or dependency;
- (g) facilitate Women's understanding of how the power imbalances in society's political, social, cultural, religious and economic institutions influence relationships with self and others;
- (h) provide the Services for a reasonably limited period of time, based on the requirements of individual Women;
- (i) carry out the Services in a manner that will not constitute clinical treatment, create an undue situation of dependency on the Contractor or Counsellor, or limit the availability of the Services to other Women;
- (j) ensure that Women are entitled to independence from the religious, political, social beliefs or affiliations of the Contractor, its employees and volunteers;
- (k) provide an atmosphere and location that aims to ensure the personal and physical safety of Women and the Contractor's employees and volunteers;
- (l) maintain operational policies to protect Women and the Contractor's employees and volunteers from sexual and racial harassment during the provision of the Services; and
- (m) ensure that every person involved with the provision of the Services under this Contract sign a confidentiality agreement in a form and content satisfactory to the Province. The Contractor will provide a copy of this confidentiality agreement to the Province upon request.

REPORTS

11. The Contractor will submit to the Province:

- (a) monthly data collection form on the Services (the "Report Template") in a form specified by the Province. The form must be postmarked or submitted no later than the 10th of the month following the quarter that is being reported.
- (b) annually upon request by the Province, a budget projection for the Services (the "Annual Budget") for the Contractor's fiscal year in a form specified by the Province.

- (c) annually upon request by the Province, an expenditure report for the Services (the "Actual Spending Summary") for the Contractor's previous fiscal year in a form specified by the Province.
- (d) annually upon request by the Province, a report outlining the activities carried out under the Plan, as outlined in paragraph four (4) of this Schedule, in a format established by the Province and provided by the Province to the Contractor.

The Province may amend all or any part of the Report Templates from time to time. The Province will give the Contractor reasonable notice on any amendments made. An amendment is effective and becomes part of this Agreement when the Province gives notice of the amendment to the Contractor.

SCHEDULE B – TERMS AND CONDITIONS OF PAYMENT

1. The Contractor will be paid an amount not exceeding **\$306,908.92** 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 special period:

STV

- On April 15, 2012, the sum of **\$76,727.23**;
- On July 15, 2012, the sum of **\$76,727.23**;
- On October 15, 2012, the sum of **\$76,727.23**;
- On January 15, 2013, the sum of **\$76,727.23**.

2. Pursuant to paragraph 3.03 (b) of the Agreement, the Contractor will apply any Refund received to the provision of the Services.

SCHEDULE C – CRIMINAL RECORDS CHECK

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 – QUARTERLY REPORT

Contractor:

Contract No.

Reporting Period:

- | | |
|---|---|
| <input type="checkbox"/> April 01, 2012 – June 30, 2012 | <input type="checkbox"/> October 01, 2012 – December 31, 2012 |
| <input type="checkbox"/> July 01, 2012 – September 30, 2012 | <input type="checkbox"/> January 01, 2013 – March 31, 2013 |

Program Type:

- | | |
|---|--|
| <input type="checkbox"/> Police Based Victim Services | <input type="checkbox"/> Community-Based Victim Services |
| <input type="checkbox"/> Children Who Witness Abuse | <input type="checkbox"/> Stopping the Violence Counselling |
| <input type="checkbox"/> Outreach Services | <input type="checkbox"/> Multicultural Outreach Services |

Region: (Check one)

- | | |
|--|---|
| <input type="checkbox"/> Region 1 – Vancouver Island | <input type="checkbox"/> Region 4 - Southern Interior |
| <input type="checkbox"/> Region 2 – Vancouver | <input type="checkbox"/> Region 5 - Central Interior |
| <input type="checkbox"/> Region 3 – Fraser Valley | <input type="checkbox"/> Region 6 - North |

Please complete the questions relevant to this reporting period below – point form responses are acceptable. These responses will provide Victim Services and Crime Prevention, Ministry of Justice with a better understanding of your program activities.

DIRECT SERVICES

1. Describe your major accomplishments or activities achieved in direct service to clients:

2. Describe any obstacles or challenges faced by your program in providing direct service delivery.

3. Describe the strategies your program used to address these obstacles/challenges. Were they successful?

OTHER SERVICES/ISSUES

4. Describe your program's referral processes and procedures.

5. Describe innovative ideas or solutions that your program has implemented to better serve clients in your community/region/B.C.

6. Describe any trends that may affect services for clients (in your community/region/B.C.).

7. Provide additional comments or input regarding your program in particular, or services for clients in general.

Program staff personnel:

COMPLETED BY:

SIGNATURE:

DATE:

Executive Director:

REVIEWED BY:

SIGNATURE:

DATE:

**Schedule E - Quarterly Statement of Operations
Violence Against Women Program**

Contractor:

Contract Number:

Program Name:

Contact Name:

☐ Quarter 1: April 01 - June 30

☐ Quarter 3: October 01 - December 31

☐ Quarter 2: July 01 - September 30

☐ Quarter 4: January 01 - March 31

	1	2	3	4	5 = (4 - 3)
Revenue	Current Quarter Amount	Year to Date Amount	Forecast to Year-End	Approved Budget	Variance
Government					
Provincial - Victim Services and Crime Prevention Division					
Expenditures	Current Quarter Hours Amount	Year to Date Amount			
Salaries and Benefits					
Total Salaries and Benefits					
Violence Against Women Program Delivery Expenditures					
Facilities (i.e. Rent, utilities, maintenance)					
Resource Materials					
Program delivery related travel					
Volunteer Appreciation					
Office supplies					
Promotion / Outreach					
Telephone / Fax / Internet					
Cellular Phone					
Memberships					
Training and Development					
Other (specify):					
Total Program Delivery Costs					
Administration Expenditures					
Facilities (i.e. Rent, utilities, maintenance)					
Management / Administrative Support Wages					
Bookkeeping / Audit					
Other (specify):					
Total Administration Expenditures					
Total Expenditures					
Excess of revenues over expenditures					

Note: Please report on revenues and expenditures directly funded by the Province only. A separate Statement of Operations must be completed for each program type operated by the agency.

Completed By: _____

Signature: _____

Date: _____

Telephone: _____

Executive Director / Signing Authority:

Reviewed By: _____

Signature: _____

Date: _____

Note:

Please e-mail a signed copy to VSPContracts@gov.bc.ca or fax a signed copy to Victim Services and Crime Prevention Division at: 604-660-1635.

Schedule F

Violence Against Women Program Application – Fiscal Year 2012-2013

PART ONE: ORGANIZATION INFORMATION

A. ORGANIZATION CONTACT INFORMATION

Legal Name of Organization:	Victoria Women's Sexual Assault Centre Society		
Incorporation # (for Societies only):	S-18042		
Street Address: (include City, Province, and Postal Code)	511 620 View St Victoria, BC V8W 1J6		
Mailing Address: (if different from above):	Same		
Telephone:	250-383-5545	Fax:	250-383-6112
Organization Contact			
Contact Name: (Executive Director/ Board Member)	Makenna Rielly		
Contact Title:	Executive Director		
Mailing Address: (if different from above)	same		
Telephone:	250-383-5545 x168	Fax:	same as above
E-mail Address:	makenna.r@vwsac.com		

B. ORGANIZATION ADMINISTRATIVE INFORMATION

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

Employment Standards Act of British Columbia?

☒ Yes

☐ No

British Columbia Human Rights Code?

☒ Yes

☐ No

Worker's Compensation Act (under WorkSafe BC)

☒ Yes

☐ No

2. a) Indicate your organization's WCB Account #: 327640 AQ(020)

b) Attach a copy of your organization's clearance letter to confirm current standing

3. a) Is your organization unionized?

☒ Yes ☐ No

b) If answered "yes" to the above,

i) Specify which union: BCGEU

ii) Specify whether program staff are exempt from the collective agreement ☐ Yes ☒ No

4. Does your organization currently have Comprehensive General Liability (CGL) insurance coverage other than the CGL insurance that is provided by the Province?

☒ Yes ☐ No

Note: This DOES NOT include the CGL the Province annually purchases and maintains in the amount of \$2,000,000.00 for contracted services under the Master Insurance Plan (MIP).

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);
- b) Most recent financial statements (audited, review engagement, etc), AND
- c) Board of Directors and positions held (e.g. Chair/President, Treasurer, etc.)

PART TWO: PROGRAM INFORMATION
Section C,D, E (One form per program)

C. PROGRAM CONTACT INFORMATION

CWWA <input type="checkbox"/> STV <input checked="" type="checkbox"/> OR <input type="checkbox"/> Multi OR <input type="checkbox"/>			
Program address	Do not disclose physical address if program is located in a TH or SH		
Clinical Supervisor/Consultant Name	Stephanie Capyk Consultant		
Program Supervisor Name:	Stephanie Capyk	Telephone:	250-383-5545
Program Supervisor E-mail Address:	stephanie.c@vwsac.com		

D. PROGRAM DELIVERY

The questions in this section pertain only to the services provided under the "Violence Against Women Program" funded by Victim Services and Crime Prevention Division (the "Division"), Ministry of Public Safety and Solicitor General. 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: Monday to Friday Hours: 9:00 - 5:00

2. a) Indicate the hourly wage paid for each of the outreach worker/counsellor position(s):

30.91, 30.91, 30.91, 27.81, 26.26, ~~26.26~~

b) Indicate the number of hours per week and the hourly wage paid for direct clinical supervision purposes (if provided):

DCS Manager ^{s.22} week 2 hrs Client Service Counselling

3. Attach a copy of the job description for each of the violence against women program position(s).

E. BUDGET PROPOSAL

Note: Your fiscal year 2012/13 Budget Proposal must be balanced. Incomplete budget proposals may result in a delay in the assessment of your application.

Fiscal Year 2012-2013 Budget Proposal

Your proposed budget should reflect the costs of delivering a violence against women program.

CWWA ☐

STV ☒

OR ☐

Multi OR ☐

Please note one budget proposal per program.

Incomplete budget proposals may cause a delay in the assessment of your application.

1. TOTAL PROGRAM FUNDING

SOURCE	CASH	IN-KIND	TOTAL
Government			
• Provincial - Victim Services and Crime Prevention Division	301,586		301,586
Other (specify) ?	124,161		124,161
TOTAL PROGRAM	425,747		425,747

2. EXPENDITURES

A. SALARIES AND BENEFITS (NOTE: "Salaries and Benefits" for direct service delivery and direct supervision and clinical supervision costs)

POSITION(S) by Job Title:	YEARLY SALARY	YEARLY BENEFITS	TOTAL YEARLY COST	FUNDED FROM VSCPD	FUNDED FROM OTHER SOURCES*
1) STV Counsellor s.17					6,194
2) STV Counsellor					6,936
3) STV Counsellor					8,670
4) STV Counsellor					3,862
5) STV Counsellor					2,936
TOTAL SALARIES AND BENEFITS	238,905	42,443	281,348	252,750	28,598

B. VIOLENCE AGAINST WOMEN PROGRAM DELIVERY COSTS (Expenses directly related to the delivery of the violence against women program)

EXPENSE	TOTAL COST	FUNDED FROM VSCPD	FUNDED FROM OTHER SOURCES*
Facilities (e.g. rent, utilities, maintenance)	35,404	34,456	948
Resource Materials	1,362	1,362	-
Program Delivery Related Travel	1,600	1,600	-
Volunteer Appreciation			-
Office Supplies	2,240	2,240	-
Promotion/Outreach	3,520	3,520	-
Telephone/Fax/Internet	4,938	4,938	-
Cellular Phone			-
Memberships (specify) EVA BC	80	80	-
Training and Development	2,000	-	2,000
Other (specify) Computer	640	640	-
Program Fund Development	31,041	-	31,041
TOTAL PROGRAM DELIVERY COSTS	82,825	48,836	33,989

C. APPLICANT ADMINISTRATION COSTS (Expenses indirectly related to the delivery of the violence against women program)

EXPENSE	TOTAL COSTS	FUNDED FROM VSCPD	FUNDED FROM OTHER SOURCES*
Facilities (e.g. rent, utilities, maintenance)	16,070		16,070
Management/ Administrative Support Wages	29,964		29,964
Bookkeeping/Audit	4,500		4,500
Other (specify)	11,040		11,040
TOTAL ADMINISTRATION COSTS	61,574		61,574

TOTAL EXPENDITURES

	FUNDED FROM VSCPD	FUNDED FROM OTHER SOURCES*
A. Total Salaries and Benefits	252,750	28,598
B. Total Program Delivery Costs	48,836	33,989
C. Total Applicant Administration Costs		61,574
TOTAL EXPENDITURES (A+B+C)	301,586	124,161

* "Funded from Other Sources" includes all other monies including: "in-kind", program partner, fund raising, donations, etc.

SUBMITTED BY: Authorized SIGNING AUTHORITY FOR ORGANIZATION

Please note that if the applicant is a Society, the signatures of two Board members are required

As an authorized signing authority 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:

Kimberly Brown, Treasurer

Authorized SIGNING AUTHORITY OR BOARD MEMBER

PRINT NAME /TITLE

SIGNATURE

Jan 26/12

DATE:

S. Eruse, Co-chair

BOARD MEMBER

PRINT NAME /TITLE

SIGNATURE

Jan 26/12

DATE:

↓ FOR VICTIM SERVICES AND CRIME PREVENTION DIVISION USE ONLY ↓

APPROVED BY:

PROGRAM MANAGER NAME:

SIGNATURE:

Mar. 8/12

DATE:

COMMENTS:

Page 34 to/à Page 38

Withheld pursuant to/removed as

DUPLICATE

Violence Against Women Program Application

Fiscal Year 2012-2013

MINISTRY OF PUBLIC SAFETY
AND SOLICITOR GENERAL

JAN 30 2012

VIOLENCE AGAINST WOMEN
PROGRAMS UNIT

**Victim Services and Crime Prevention Division
Ministry of Public Safety and Solicitor General**



Modification Agreement #1

THIS MODIFICATION AGREEMENT dated for reference 01st day of February, 2017.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Public Safety and Solicitor General

Community Safety and Crime Prevention Branch
Victim Services and Crime Prevention Division
302 – 815 Hornby Street
Vancouver, BC V6Z 2E6

(the "Province")

AND:

Victoria Sexual Assault Centre Society
201-3060 Cedar Hill Road
Victoria BC, V8T 3J5
(the "Contractor")

BACKGROUND

- A. The parties entered into an agreement numbered 15092V0032-17 dated for reference 01st day of April 2016, (the "Agreement").
- B. The Parties have agreed to modify the Agreement effective 01st of February, 2017.

AGREEMENT

The parties agree as follows:

1. That "TERM" of Schedule A – is deleted in its entirety and replaced with the following:

The Term of this Agreement commences on April 1, 2016 and ends on March 31, 2018.

2. That "Section 9 – Reporting" is deleted in its entirety and replaces with the following:

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.



Modification Agreement #1

- 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:

Fiscal Year 2016 - 2017

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

Fiscal Year 2017 – 2018

For the Reporting Period	Due Date
April 01, 2017 to June 30, 2017	On or before July 31, 2017
July 01, 2017 to September 30, 2017	On or before October 31, 2017
October 01, 2017 to December 31, 2017	On or before January 31, 2018
January 01, 2018 to March 31, 2018	On or before April 30, 2018

- 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:

Fiscal Year 2016 -2017

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

Fiscal Year 2017 - 2018


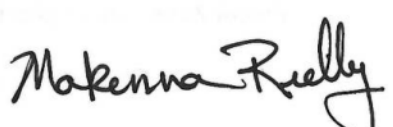
For the Reporting Period	Due Date
April 01, 2017 to September 30, 2017	On or before October 31, 2017
October 01, 2017 to March 31, 2018	On or before April 30, 2018

3. That "Schedule B – Terms and Conditions of Payment" is deleted in its entirety and replaced with "**Amended Schedule B – Terms and Conditions of Payment**" (attached).



Modification Agreement #1

4. In all other respects, the Agreement is confirmed.

<p>SIGNED AND DELIVERED</p> <p>on the <u>20</u> day of <u>Jan</u>, 20 <u>17</u> on behalf of the Province by its duly authorized representative</p> <p>Signature:</p> <p></p> <p>Marcie Mezzarobba Executive Director Victim Services and Crime Prevention Division</p>	<p>SIGNED AND DELIVERED</p> <p>on the <u>5</u> day of <u>January</u> 20 <u>17</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)</p> <p>Signature(s): </p> <p>Print name(s): <u>Makenna Rielly</u> <u>Executive Director</u></p>
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JAN 17 2017

VICTIM SERVICES & CRIME PREVENTION DIVISION
MINISTRY OF JUSTICE



Modification Agreement #1

Amended Schedule B – Terms and Conditions of Payment

1. The Contractor will be paid an amount not exceeding **\$644,202.68** 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) - STV - \$317,257.5

- On April 15, 2016, the sum of \$79,277.43;
- On July 15, 2016, the sum of \$79,277.43;
- On October 15, 2016, the sum of \$79,277.43;
- On January 15, 2017, the sum of \$79,277.42.

On February 15th, 2017 a One-time payment in the amount of \$147.79 for Economic Stability Dividend (ESD) for the period of April 01, 2016 to March 31, 2017.

Fiscal 2017 – 2018 (April 1, 2017 – March 31, 2018) - STV – \$326,945.18

- On April 15, 2017, the sum of \$81,736.30;
- On July 15, 2017, the sum of \$81,736.30;
- On October 15, 2017, the sum of \$81,736.29;
- On January 15, 2018, the sum of \$81,736.29.

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.



Modification Agreement #1

Amended - Schedule G – Quarterly Statement of Operations

Violence Against Women Program

Contractor: _____ Contract Number: _____

Program Name: _____ Contact Name: _____

Fiscal 2017 – 2018

☐ Quarter 1: April 01 - June 30, 2017 ☐ Quarter 3: October 01 - December 31, 2017

☐ Quarter 2: July 01 - September 30, 2017 ☐ Quarter 4: January 01 - March 31, 2018

1 2 3 4 5=(4-3)

Revenue	Current Quarter		Year to Date	Fiscal Year-End Forecast	Approved Budget	Variance
	Amount		Amount			
Government						
Provincial - Victim Services and Crime Prevention Division						
Expenditures	Current Quarter		Year to Date			
	Hours	Amount	Amount			
Salaries and Benefits						
Total Salaries and Benefits						
Violence Against Women Program Delivery Expenditures						
Facilities (i.e. Rent, utilities, maintenance)						
Resource Materials						
Program Delivery Related Travel						
Volunteer Appreciation						



Modification Agreement #1

Office supplies					
Promotion / Outreach					
Telephone / Fax / Internet					
Cellular Phone					
Memberships					
Training and Development					
Other (specify):					
Total Program Delivery Costs					
Administration Expenditures					
Facilities (i.e. Rent, utilities, maintenance)					
Management / Administrative Support Wages					
Bookkeeping / Audit					
Other (specify):					
Total Administration Expenditures					
Total Expenditures					
Excess of revenues over expenditures					

Note: Please report on revenues and expenditures directly funded by the Province only. A separate Statement of Operations must be completed for each program type operated by the agency.

COMPLETED BY: _____

SIGNATURE: _____

DATE: _____

BOOKKEEPER CONTACT PHONE NUMBER _____



Modification Agreement #1

Executive Director / Signing Authority:

COMPLETED BY:

SIGNATURE:

DATE:

Note:

1. Please complete a separate Quarterly Statement of Operations Report for each program type
2. *Please e-mail a signed copy to VSPContracts@gov.bc.ca or fax a signed copy to Victim Services and Crime Prevention Division at: 604-660-1635.*



Modification Agreement #1

Amended - Schedule H – Semi-Annual Report

Contractor: _____ Contract Number: _____

Reporting Period:

Fiscal 2017 – 2018

☐ April 01, 2017 – September 30, 2017 ☐ October 01, 2017 – March 31, 2018

Program Type:

☐ Police Based Victim Services ☐ Community-Based Victim Services
☐ Children Who Witness Abuse ☐ Stopping the Violence Counselling
☐ Outreach Services ☐ Multicultural Outreach Services

NOTE: REPORTS SUBMITTED WITHOUT THE SIGNING AUTHORITY SIGNATURE AND DATE OF APPROVAL WILL NOT BE ACCEPTED. PLEASE ENSURE THIS REPORT IS REVIEWED AND APPROVED BY THE SIGNING AUTHORITY.

Please complete the following questions as they relate to the reporting period identified. The information you provide helps Victim Services and Crime Prevention Division, Ministry of Public Safety and Solicitor General with a better understanding of program activities, and service delivery issues.

1. Thinking about the clients served by your program, please describe any unmet needs, challenges, gaps in services and/or particular trends during the reporting period:



Modification Agreement #1

2. Please describe how you have engaged with the community to share information about the services available through your program during the reporting period (i.e. meetings with other service providers, meetings with other justice system personnel, information sessions, etc.)?

3. Provide any additional comments you may have:



Modification Agreement #1

Program Staff Personnel:

COMPLETED BY: SIGNATURE: DATE:

Executive Director / Signing Authority:

REVIEWED BY: SIGNATURE: DATE:

Note:

1. Please complete a separate Semi-Annual Report for each program type.
2. Please e-mail a signed copy to VSPContracts@gov.bc.ca or fax a signed copy to Victim Services and Crime Prevention Division at: 604-660-1635.

**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:

Victoria Sexual Assault Centre Society (the "Contractor") with the following specified address and fax number:

201- 3060 Cedar Hill Road
Victoria, BC V8T 3J5
Fax No.: 250-383-6112

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as 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.


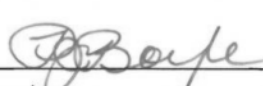
SECTION 24 - MISCELLANEOUS

- 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 <u>6th</u> day of <u>April</u>, 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> _____ Signature</p> <p><u>Kelly Branchi</u> _____ Name</p> <p><u>Co-Chair VSAC Board</u> _____ Title</p>	<p>SIGNED on the <u>8</u> day of <u>April</u>, 2016 on behalf of the Province by its duly authorized representative:</p> <p>Duly Authorized Representative:</p> <p> _____ Signature</p> <p>Taryn Walsh Executive Director Victim Services and Crime Prevention Division</p>
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VICTIM SERVICES & CRIME PREVENTION DIVISION
MINISTRY OF JUSTICE

Schedule A - Stopping The Violence Counselling Program

Victoria STV Program

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

PROGRAM DESCRIPTION

1. The Stopping the Violence Counselling Program provides individual and/or group counselling for Women who have experienced sexual assault, violence/abuse in relationships, or childhood abuse, and who:
 - (a) reside in **Victoria, BC**, and the surrounding area and as determined by the Contractor, serve women from outside this area: and
 - (b) are nineteen (19) years of age or older; or
 - (c) where no other suitable services are available, are leading an adult life style and are under 19 years of age ("Women").

SERVICES

2. The Contractor will deliver the Stopping the Violence Counselling Services (the "Services") specified in this Schedule during the period **April 1, 2016 to July 31, 2017**. In accordance with the Service Principles and Service Guidelines described in this Schedule, the Contractor will provide the following Services for Women:
 - (a) initially work with Women to identify the circumstances that have led them to seek or be referred to the Services, including mutually identifying the goals of counselling and the available service options;
 - (b) use an individual approach and/or a group approach, based on the needs of individual Women;
 - (c) when considered appropriate by the Contractor, and when there is mutual agreement between Women and the Contractor, the Contractor may refer Women to other related services, including clinical treatment;
 - (d) liaise with and make referrals to other local agencies providing related services, such as transition houses, victim assistance programs, alcohol and drug programs and mental health services;
 - (e) maintain records containing at a minimum, Women's basic assessment information notes, relevant session notes, termination summary notes and other data that may be specified by the Province;
 - (f) provide additional information, when requested by the Province; and provide the Services for **132 hours per week**.
3. When providing the Services the Contractor will:
 - (a) ensure every person involved with the provision of the Services under this Contract, including all persons employed in connection with providing the Services, are competent to perform the Services, adequately trained, fully instructed and supervised including counselling supervision, debriefing, peer support and case consultation, and (except for supervised practicum students) possess the following minimum qualifications:
 - (i) high school graduation plus a related post-secondary undergraduate degree or diploma; or
 - (ii) extensive work-related experience under qualified supervision and participation in related continuing education programs.

- (b) ensure, in addition to (a) above, that case consultants and counselling supervisors will possess the following qualifications:
 - (i) knowledgeable and skilled in feminist counselling and counselling supervision practices; and
 - (ii) experience in counselling Women who have experienced violence and trauma;
- (c) upon request from the Province from time to time, provide evidence satisfactory to the Province that the Contractor, its employees, and all personnel engaged by the Contractor, hold or have been issued all required licenses, certificates and memberships and that they are valid and subsisting and in good standing; and
- (d) at all times maintain a standard of care, skill and diligence in performance of the Services exercised and observed by persons engaged in the provision of services similar to the Services.

COUNSELLOR SUPPORT PLAN

- 4. The Counsellor Support Plan (the "Plan") identifies the support mechanisms provided by the Contractor to the Counsellors involved in the provision of the Services. The Plan must include, but is not limited to, peer support, debriefing, counselling supervision and case consultation.
- 5. The Contractor will develop, implement and maintain the Plan in accordance with paragraphs three (3) and four (4) of this Schedule, and the Counsellor Support Plan criteria established by the Province and provided by the Province to the Contractor.
- 6. Where changes in staff occur or other relevant changes to the Plan are required, the Contractor will revise the Plan through a collaborative process with Counsellors involved in the provision of the Services and re-submit the Plan to the Province.

SERVICE PRINCIPLES

- 7. When providing the Services, the Contractor will focus on Women's needs and will consider:
 - (a) the individual situation, perspective and needs of Women; and
 - (b) the safety of Women and children as more important than keeping families together.
- 8. When providing the Services, the Contractor will use the knowledge:
 - (a) of power imbalances in our society that lead to women being exposed to abuse or violence;
 - (b) of the impact and dynamics of abuse and violence; and
 - (c) that perpetrators are responsible for their actions.

SERVICE GUIDELINES

- 9. When providing the Services, the Contractor will:
 - (a) comply with the aim of accessibility for all Women including aboriginal women, women with disabilities, immigrant women, women of colour, lesbians, sex trade workers, older women, poor women and isolated women;
 - (b) provide the Services in a flexible manner which goes beyond emotional support, but does not include clinical treatment;
 - (c) facilitate Women's understanding of the emotional and psychological impact of the trauma resulting from abusive or violent experiences;
 - (d) focus on the specific behaviour, emotional, cognitive and physical consequences of the abuse or violence;

- (e) explore past and present coping strategies, foster development and strengthening of personal coping skills;
- (f) address issues, including but not limited to, depression; self-esteem, social, cultural and economic values; and any issue that may hinder recovery or promote powerlessness, recurrence, or dependency;
- (g) facilitate Women's understanding of how the power imbalances in society's political, social, cultural, religious and economic institutions influence relationships with self and others;
- (h) provide the Services for a reasonably limited period of time, based on the requirements of individual Women;
- (i) carry out the Services in a manner that will not constitute clinical treatment, create an undue situation of dependency on the Contractor or Counsellor, or limit the availability of the Services to other Women;
- (j) ensure that Women are entitled to independence from the religious, political, social beliefs or affiliations of the Contractor, its employees and volunteers;
- (k) provide an atmosphere and location that aims to ensure the personal and physical safety of Women and the Contractor's employees and volunteers;
- (l) maintain operational policies to protect Women and the Contractor's employees and volunteers from sexual and racial harassment during the provision of the Services; and
- (m) ensure that every person involved with the provision of the Services under this Contract sign a confidentiality agreement in a form and content satisfactory to the Province. The Contractor will provide a copy of this confidentiality agreement to the Province upon request.

REPORTS

10. The Contractor will submit to the Province:

Monthly data collection form on the Services (the "Report Template") in a form specified by the Province. The form must be postmarked or submitted no later than the 10th of the month following the month that is being reported.

Schedule B – Terms and Conditions of Payment

1. The Contractor will be paid an amount not exceeding **\$425,644.84** 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) - STV - \$317,109.71

- On April 15, 2016, the sum of **\$79,277.43**;
- On July 15, 2016, the sum of **\$79,277.43**;
- On October 15, 2016, the sum of **\$79,277.43**;
- On January 15, 2017, the sum of **\$79,277.42**.

Fiscal 2017 – 2018 (April 1, 2017 – July 31, 2017) - STV - \$108,535.13

- On April 15, 2017, the sum of **\$81,401.35**;
- On July 15, 2017, the sum of **\$27,133.78**.

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

1. Documents

Upon the Province's request, the Contractor will provide the following:

- (a) Board of Directors – a current list of all directors, including contact information for each director
- (b) *Workers Compensation Act* – proof of workers compensation coverage under the Act
- (c) Job Descriptions
- (d) Other documents as requested by the Province

Schedule G – Quarterly Statement of Operations

Violence Against Women Program

Contractor: _____

Contract Number: _____

Program Name: _____

Contact Name: _____

Fiscal 2016 – 2017

☐ Quarter 1: April 01 - June 30, 2016

☐ Quarter 3: October 01 - December 31, 2016

☐ Quarter 2: July 01 - September 30, 2016

☐ Quarter 4: January 01 - March 31, 2017

Fiscal 2017 – 2018

☐ April 01, 2017 – July 31, 2017

	1		2	3	4	5 = (4-3)
Revenue	Current Quarter		Year to Date	Fiscal Year-End Forecast	Approved Budget	Variance
	Amount		Amount			
Provincial - Victim Services and Crime Prevention Division						
Expenditures	Current Quarter		Year to Date			
	Hours	Amount	Amount			
Salaries and Benefits						
Total Salaries and Benefits						
Violence Against Women Program Delivery Expenditures						
Facilities (i.e. Rent, utilities, maintenance)						
Resource Materials						
Program Delivery Related Travel						

Volunteer Appreciation					
Office supplies					
Promotion / Outreach					
Telephone / Fax / Internet					
Cellular Phone					
Memberships					
Training and Development					
Other (specify):					
Total Program Delivery Costs					
Administration Expenditures					
Facilities (i.e. Rent, utilities, maintenance)					
Management / Administrative Support Wages					
Bookkeeping / Audit					
Other (specify):					
Total Administration Expenditures					
Total Expenditures					
Excess of revenues over expenditures					

Note: Please report on revenues and expenditures directly funded by the Province only. A separate Statement of Operations must be completed for each program type operated by the agency.

COMPLETED BY:

SIGNATURE:

DATE:

Executive Director / Signing Authority:

COMPLETED BY:

SIGNATURE:

DATE:

Note:

1. Please complete a separate Quarterly Statement of Operations Report for each program type
2. Please e-mail a signed copy to VSPContracts@gov.bc.ca or fax a signed copy to Victim Services and Crime Prevention Division at: 604-660-1635.

Schedule H – Semi-Annual Report

Contractor: _____

Contract Number: _____

Reporting Period:

Fiscal 2016 – 2017

☐ April 01, 2016 – September 30, 2016

☐ October 01, 2016 – March 31, 2017

Fiscal 2017 – 2018

☐ April 01, 2017 – July 31, 2017

Program Type:

☐ Police Based Victim Services

☐ Community-Based Victim Services

☐ Children Who Witness Abuse

☐ Stopping the Violence Counselling

☐ Outreach Services

☐ Multicultural Outreach Services

Please complete the following questions as they relate to the reporting period identified. The information you provide helps Victim Services and Crime Prevention Division, Ministry of Public Safety and Solicitor General with a better understanding of program activities, and service delivery issues.

1. Thinking about the clients served by your program, please describe any unmet needs, challenges, gaps in services and/or particular trends during the reporting period:

2. Please describe how you have engaged with the community to share information about the services available through your program during the reporting period (i.e. meetings with other service providers, meetings with other justice system personnel, information sessions, etc.)?

3. Provide any additional comments you may have:

Program Staff Personnel:

_____	_____	_____
COMPLETED BY:	SIGNATURE:	DATE:

Executive Director / Signing Authority:

_____	_____	_____
REVIEWED BY:	SIGNATURE:	DATE:

Note:

1. Please complete a separate Semi-Annual Report for each program type.
2. Please e-mail a signed copy to VSPContracts@gov.bc.ca or fax a signed copy to Victim Services and Crime Prevention Division at: 604-660-1635.

SCHEDULE F

APRIL 1, 2016 – JULY 31, 2017 PROGRAM APPLICATION

PART I

A. APPLICANT INFORMATION

Legal Name of Organization:	Victoria Sexual Assault Centre		
Incorporation # (for Societies only):	S-18042		
Street Address: (include City, Province, and Postal Code)	201 3060 Cedar Hill Road Victoria, BC V8T 3J5		
Mailing Address: (if different from above):			
Telephone:	250.838.5545	Fax:	250.383.6112
Organization Contact			
Executive Director	Makenna Rielly, MA ✓		
Mailing Address: (if different from above)	Same		
E-mail Address:	makennar@vsac.ca		
Telephone:	250.383.5545 x 168	Fax:	250.383.6112
Chair of Board (or other Board Member)	Sean Dhillon and Kelly Branchi Co-chairs		
Mailing Address: (if different from above)	same		
E-mail Address:	Kellybranchi@viha.ca and s.22		
Telephone:	250.383.5545	Fax:	

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: _____

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 checked="" type="checkbox"/> STV	<input type="checkbox"/> OR
	<input type="checkbox"/> Multi OR	<input type="checkbox"/> CBVS	<input type="checkbox"/> PBVS
Street Address:	201- 3060 Cedar Hill Road Victoria, BC V8T 3J5		
Mailing Address: (if different from above):			
Program Telephone:	205.383.5545	Program Fax:	250.383.6112
Program Coordinator:	Georgie Jackson	Telephone:	250.383.5545 x 108
Program Coordinator E-mail:	georgiej@vsac.ca		
Program Coordinator Address:	same		
Names of all additional paid program staff:			
	Name	Position	E-mail Address
	Jude Marleau	STV Counsellor	judem@vsac.com
	Barb Peck	STV Counsellor	barbp@vsac.com
	Paula Murphy	STV Counsellor	paulam@vsac.com
	Tracey Coulter	STV Counsellor	traceyc@cvsac.com
	Lorinda Allyx	STV Counsellor	lorindaa@vsac.com
	Dr. Lilli Rosenberg	Clinical Consultant	Lilliruthrosenger@gmail.com
	Georgie Jackson	Caem management, supervision	georgiej@vsac.com
	Karen Wickham		karenw@vsac.com
↓ Police-based Victim Service Programs only ↓			
Police Department/ Detachment Liaison:			
Mailing Address:			
Telephone:		Fax:	

E-mail Address:

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: M-F Hours: 9 to 5

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

Program Position	Base Hourly Wage
STV Counsellor	s.22

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
DCS Manager	2	s.22
Clinical Supervisor	2	
Case Team Lead	3.5	

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)

Note the following when completing your April 1, 2016 – July 31, 2017 Budget

Proposal:

1. For each program applied for, a separate Budget Proposal must be completed.
2. Ministry guidelines require that Police-based and Community-based Victim Service Programs are to allocate at least 80% of provincial funding towards "Salaries and Benefits" for direct service delivery and direct supervision costs (Section 2A of the Budget Proposal).
3. For Police-based Victim Service Programs that are cost-shared with municipality/regional district, the maximum "in kind" amount that may be claimed for under "Municipal" 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.
4. For Violence Against Women Programs, your budget should confirm that you are providing the number of hours as stated in your contract.
5. Your Budget Proposal must be balanced and equal to the amount identified in your Program Application Cover Letter.

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 ☐ CBV5 ☐ PBVS

Program Location (e.g. Surrey): _____

1. PROGRAM REVENUES

SOURCE	CASH	IN-KIND	TOTAL
Ministry of Justice - VSCPD	425,645		425,645
Municipal Government			
Regional District			
Applicant Organization	157,898		157,898
Other: (Please specify)			
TOTAL PROGRAM REVENUES	583,543		583,543

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. STV Counsellor	s.22			34,181
2. STV Counsellor				67,181
3. STV Counsellor				72,110
4. STV Counsellor				82,215
5. STV Counsellor				57,848
6. Clinical Supervisor				10,000
7. DCS Manager/Team Lead				39,171
TOTAL SALARIES AND BENEFITS	323,047	86,509	409,556	362,706

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

EXPENSE	TOTAL COST	FUNDED FROM VSCPD
Facilities (e.g. rent, utilities, maintenance)	32,960	26,287
Resource Materials	32	32
Program Delivery Related Travel	3,147	3,147
Volunteer Appreciation	1,680	1,680
Staff Training, Development, and Associated Travel	1,875	
Office Supplies	4,160	4,180
Promotion / Outreach	4,800	4,800
Telephone / Fax / Internet	20,800	20,800
Cellular Phone		
Memberships (specify): EVA	100	100
Program Delivery Supplies (specify):	933	933
Other (specify)Program Fund Development Computer	40,000 1,000	1000
TOTAL PROGRAM DELIVERY COSTS	111,487	62,939

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

EXPENSE	TOTAL COSTS	FUNDED FROM VSCPD
Facilities (e.g. rent, utilities, maintenance)	17,500	
Management Wages	12,000	
Administrative Support Wages	25,000	
Bookkeeping / Audit	5,000	
Other (specify)		
TOTAL ADMINISTRATION COSTS	62,500	0

TOTAL PROGRAM EXPENDITURES

EXPENSE	TOTAL COSTS	FUNDED FROM VSCPD
A. Total Salaries and Benefits	409,556	382,706
B. Total Program Delivery Costs	111,487	62,939
C. Total Administration Costs	62,500	0
TOTAL EXPENDITURES (A+B+C)	583,543	425,645

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:

Makenna Rielly, MA

Name:

Makenna Rielly, MA

Title:

Executive Director

Date:

January 12, 2016

Board Member:

Signature:

Dan Johnston

Name:

Dan Johnston

Title:

Treasurer

Date:

January 14, 2016

FOR VICTIM SERVICES AND CRIME PREVENTION DIVISION USE ONLY

Approved By:

Program Manager:

Amar R

Signature:

[Signature]

Date:

Feb. 10 / 2016

Comments / Notes:

SCHEDULE F

APRIL 1, 2016 – JULY 31, 2017 PROGRAM APPLICATION

PART I

A. APPLICANT INFORMATION

Legal Name of Organization:	Victoria Sexual Assault Centre		
Incorporation # (for Societies only):	S-18042		
Street Address: (include City, Province, and Postal Code)	201 3060 Cedar Hill Road Victoria, BC V8T 3J5		
Mailing Address: (if different from above):			
Telephone:	250.838.5545	Fax:	250.383.6112
Organization Contact			
Executive Director	Makenna Rielly, MA ✓		
Mailing Address: (if different from above)	Same		
E-mail Address:	makennar@vsac.ca		
Telephone:	250.383.5545 x 168 ✓	Fax:	250.383.6112
Chair of Board (or other Board Member)	Sean Dhillon and Kelly Branchi Co-chairs		
Mailing Address: (if different from above)	same		
E-mail Address:	Kellybranchi@viha.ca and s.22		
Telephone:	250.383.5545	Fax:	

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: _____

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 checked="" type="checkbox"/> STV	<input type="checkbox"/> OR
	<input type="checkbox"/> Multi OR	<input type="checkbox"/> CBVS	<input type="checkbox"/> PBVS
Street Address:	201- 3060 Cedar Hill Road Victoria, BC V8T 3J5		
Mailing Address: (if different from above):			
Program Telephone:	205.383.5545	Program Fax:	250.383.6112
Program Coordinator:	Georgie Jackson	Telephone:	250.383.5545 x 108
Program Coordinator E-mail:	georgiej@vsac.ca		
Program Coordinator Address:	same		
Names of all additional paid program staff:			
Name	Position	E-mail Address	
Jude Marleau	STV Counsellor	judem@vsac.com	
Barb Peck	STV Counsellor	barbp@vsac.com	
Paula Murphy	STV Counsellor	paulam@vsac.com	
Tracey Coulter	STV Counsellor	traceyc@vsac.com	
Lorinda Allyx	STV Counsellor	lorindaa@vsac.com	
Dr. Lilli Rosenberg	Clinical Consultant	Lilliruthrosenger@gmail.com	
Georgie Jackson Karen Wickham	Caem management, supervision	georgiej@vsac.com karenw@vsac.com	
↓ Police-based Victim Service Programs only ↓			
Police Department/ Detachment Liaison:			
Mailing Address:			
Telephone:		Fax:	

E-mail Address:

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: M-F Hours: 9 to 5

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

Program Position	Base Hourly Wage
STV Counsellor	s.22

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
DCS Manager	2	s.22
Clinical Supervisor	2	
Case Team Lead	3.5	

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)

Note the following when completing your April 1, 2016 – July 31, 2017 Budget Proposal:

1. For each program applied for, a **separate** Budget Proposal must be completed.
2. Ministry guidelines require that **Police-based and Community-based Victim Service Programs** are to allocate **at least 80%** of provincial funding towards "Salaries and Benefits" for direct service delivery and direct supervision costs (Section 2A of the Budget Proposal).
3. For **Police-based Victim Service Programs** that are cost-shared with municipality/regional district, the maximum "in kind" amount that may be claimed for under "Municipal" 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.
4. For **Violence Against Women Programs**, your budget should confirm that you are providing the number of hours as stated in your contract.
5. Your Budget Proposal must be balanced and equal to the amount identified in your Program Application Cover Letter.

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	425,645		425,645
Municipal Government			
Regional District			
Applicant Organization	157,898		157,898
Other: (Please specify)			
TOTAL PROGRAM REVENUES	583,543		583,543

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. STV Counsellor	s.22			34,181
2. STV Counsellor				67,181
3. STV Counsellor				72,110
4. STV Counsellor				82,215
5. STV Counsellor				57,848
6. Clinical Supervisor 7. DCS Manager/tram Lead				10,000 39,171
TOTAL SALARIES AND BENEFITS	323,047	86,509	409,556	362,706

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

EXPENSE	TOTAL COST	FUNDED FROM VSCPD
Facilities (e.g. rent, utilities, maintenance)	32,960	26,287
Resource Materials	32	32
Program Delivery Related Travel	3,147	3,147
Volunteer Appreciation	1,680	1,680
Staff Training, Development, and Associated Travel	1,875	
Office Supplies	4,160	4,160
Promotion / Outreach	4,800	4,800
Telephone / Fax / Internet	20,800	20,800
Cellular Phone		
Memberships (specify): EVA	100	100
Program Delivery Supplies (specify):	933	933
Other (specify)Program Fund Development Computer	40,000 1,000	1000
TOTAL PROGRAM DELIVERY COSTS	111,487	62,939

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

EXPENSE	TOTAL COSTS	FUNDED FROM VSCPD
Facilities (e.g. rent, utilities, maintenance)	17,500	
Management Wages	12,000	
Administrative Support Wages	25,000	
Bookkeeping / Audit	8,000	
Other (specify)		
TOTAL ADMINISTRATION COSTS	62,500	0

TOTAL PROGRAM EXPENDITURES

EXPENSE	TOTAL COSTS	FUNDED FROM VSCPD
A. Total Salaries and Benefits	409,556	362,706
B. Total Program Delivery Costs	111,487	62,939
C. Total Administration Costs	62,500	0
TOTAL EXPENDITURES (A+B+C)	583,543	425,645

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:

Makenna Rielly, MA

Name:

Makenna Rielly, MA

Title:

Executive Director

Date:

January 12, 2016

Board Member:

Signature:

Wat Johnstone

Name:

Wat Johnstone

Title:

Treasurer

Date:

January 14, 2016

FOR VICTIM SERVICES AND CRIME PREVENTION DIVISION USE ONLY

Approved By:

Program Manager:

Amar R

Signature:

[Signature]

Date:

Feb. 10 / 2016

Comments / Notes:



CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
The personal information requested on this form is collected under the authority of and used for the purpose of administering the *Financial Administration Act*. Questions about the collection and use of this information can be directed to the Director, Client Services, Core Government and Crowns at 250 356-8915, PO Box 9405 STN PROV GOVT, Victoria BC V8W 9V1.
Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by the Province

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office) Ministry of Justice, Victim Services and Crime Prevention Division		AGREEMENT IDENTIFICATION NO. 15092V0032	
PROVINCE'S CONTACT PERSON NAME & TITLE JAMIE LIPP, Director of Community Programs		PHONE NO.	
		FAX NO.	
MAILING ADDRESS 302-815 Hornby Street, Vancouver, BC		POSTAL CODE V6Z 2E6	
CONTRACTOR NAME Victoria Sexual Assault Society			
CONTRACTOR ADDRESS 201-2600 Cedar Hill Road Victoria, BC		POSTAL CODE V8T 3J5	

Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME Victoria Sexual Assault Society		
	ADDRESS 201-3060 Cedar Hill Rd Victoria, BC		POSTAL CODE V8T 3J5
OPERATIONS INSURED	PROVIDE DETAILS Non-Profit Society Counselling Services		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
Commercial General Liability	Canadian Northern Shield COM 800791591	2016/12/30	\$2,000,000

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

AGENT OR BROKER COMMENTS:

AGENT OR BROKERAGE FIRM Megson Fitzpatrick	ADDRESS 3561 Shelbourne St, Victoria, BC V8P 4G8	PHONE NO. 250-940-9102
NAME OF AUTHORIZED AGENT OR BROKER (PRINT) Aswin Jayaraj	SIGNATURE OF AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S) 	DATE SIGNED January 13, 2016

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Withheld pursuant to/removal as

Copyright



Modification Agreement #1

THIS MODIFICATION AGREEMENT dated for reference 01st day of February, 2017.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Public Safety and Solicitor General

Community Safety and Crime Prevention Branch
Victim Services and Crime Prevention Division
302 – 815 Hornby Street
Vancouver, BC V6Z 2E6

(the "Province")

AND:

Victoria Sexual Assault Centre Society
201-3060 Cedar Hill Road
Victoria BC, V8T 3J5
(the "Contractor")

BACKGROUND

- A. The parties entered into an agreement numbered 15092142-17 dated for reference 01st day of April 2016, (the "Agreement").
- B. The Parties have agreed to modify the Agreement effective 01st of February, 2017.

AGREEMENT

The parties agree as follows:

1. That "TERM" of Schedule A – is deleted in its entirety and replaced with the following:

The Term of this Agreement commences on April 1, 2016 and ends on March 31, 2018.

2. That "Section 9 – Reporting" is deleted in its entirety and replaces with the following:

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.



Modification Agreement #1

- 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:

Fiscal Year 2016 - 2017

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

Fiscal Year 2017 – 2018

For the Reporting Period	Due Date
April 01, 2017 to June 30, 2017	On or before July 31, 2017
July 01, 2017 to September 30, 2017	On or before October 31, 2017
October 01, 2017 to December 31, 2017	On or before January 31, 2018
January 01, 2018 to March 31, 2018	On or before April 30, 2018

- 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:

Fiscal Year 2016 -2017

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

Fiscal Year 2017 - 2018

For the Reporting Period	Due Date
April 01, 2017 to September 30, 2017	On or before October 31, 2017
October 01, 2017 to March 31, 2018	On or before April 30, 2018

3. That "Schedule B – Terms and Conditions of Payment" is deleted in its entirety and replaced with "**Amended Schedule B – Terms and Conditions of Payment**" (attached).



Modification Agreement #1

4. In all other respects, the Agreement is confirmed.

<p>SIGNED AND DELIVERED</p> <p>on the <u>30</u> day of <u>Jan</u>, 20 <u>17</u> on behalf of the Province by its duly authorized representative</p> <p>Signature:</p> <p><u>M. Mezzarobba</u></p> <p>Marcie Mezzarobba Executive Director Victim Services and Crime Prevention Division</p>	<p>SIGNED AND DELIVERED</p> <p>on the <u>5</u> day of <u>January</u>, 20 <u>17</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)</p> <p>Signature(s): <u>Makenna Rielly</u></p> <p>Print name(s): <u>Makenna Rielly</u> <u>Executive Director</u></p>
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RECEIVED
JAN 17 2017

VICTIM SERVICES & CRIME PREVENTION DIVISION
MINISTRY OF JUSTICE



Modification Agreement #1

Amended Schedule B – Terms and Conditions of Payment

1. The Contractor will be paid an amount not exceeding **\$467,397.54** 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) – CBVS - \$230,184.35

- On April 15, 2016, the sum of \$57,519.28;
- On July 15, 2016, the sum of \$57,519.28;
- On October 15, 2016, the sum of \$57,519.28;
- On January 15, 2017, the sum of \$57,519.28.

On February 15th, 2017 a One-time payment in the amount of \$107.23 for Economic Stability Dividend (ESD) for the period of April 01, 2016 to March 31, 2017.

Fiscal 2017 – 2018 (April 1, 2017 – March 31, 2018) – CBVS – \$237,213.19

- On April 15, 2017, the sum of \$59,303.30;
- On July 15, 2017, the sum of \$59,303.30;
- On October 15, 2017, the sum of \$59,303.30;
- On January 15, 2018, the sum of \$59,303.29.

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.



Modification Agreement #1

Amended - Schedule G -- Quarterly Statement of Operations

Community-based or Police-based Victim Services

Contractor: _____ Contract Number: _____

Program Name: _____ Contact Name: _____

Fiscal 2017 – 2018

☐ Quarter 1: April 01 - June 30, 2017 ☐ Quarter 3: October 01 - December 31, 2017

☐ Quarter 2: July 01 - September 30, 2017 ☐ Quarter 4: January 01 - March 31, 2018

	1	2	3	4	5=(4-3)
Revenue	Current Quarter	Year to Date	Fiscal Year-End Forecast	Approved Budget	Variance
	Amount	Amount			
Provincial - Victim Services and Crime Prevention Division					
Expenditures	Current Quarter	Year to Date			
	Amount	Amount			
Salaries and Benefits					
Total Salaries and Benefits					
Victim Service Program Delivery Expenditures					
Facilities (i.e. Rent, utilities, maintenance)					
Resource Materials					
Program delivery related travel					



Modification Agreement #1

Volunteer Appreciation					
Office supplies					
Promotion / Outreach					
Telephone / Fax / Internet					
Cellular Phone					
Memberships					
Other (specify):					
Total Victim Service Program Delivery Costs					
Administration Expenditures					
Victim Service Staff Training, Development, and associated travel					
Facilities (i.e. Rent, utilities, maintenance)					
Management / Administrative Support Wages					
Bookkeeping / Audit					
Other (specify):					
Total Administration Expenditures					
Total Expenditures					
Excess of revenues over expenditures					

Note: Please report on revenues and expenditures directly funded by the Province only. A separate Statement of Operations must be completed for each program type operated by the agency.

COMPLETED BY: _____

SIGNATURE: _____

DATE: _____

BOOKKEEPER CONTACT PHONE NUMBER: _____



Modification Agreement #1

Executive Director / Signing Authority:

COMPLETED BY:

SIGNATURE:

DATE:

Note:

1. Please complete a separate Quarterly Statement of Operations Report for each program type
2. Please e-mail a signed copy to VSPContracts@gov.bc.ca or fax a signed copy to Victim Services and Crime Prevention Division at: 604-660-1635.



Modification Agreement #1

Amended - Schedule H – Semi-Annual Report

Contractor: _____ Contract Number: _____

Reporting Period:

Fiscal 2017 – 2018

☐ April 01, 2017 – September 30, 2017 ☐ October 01, 2017 – March 31, 2018

Program Type:

☐ Police Based Victim Services ☐ Community-Based Victim Services
☐ Children Who Witness Abuse ☐ Stopping the Violence Counselling
☐ Outreach Services ☐ Multicultural Outreach Services

NOTE: REPORTS SUBMITTED WITHOUT THE SIGNING AUTHORITY SIGNATURE AND DATE OF APPROVAL WILL NOT BE ACCEPTED. PLEASE ENSURE THIS REPORT IS REVIEWED AND APPROVED BY THE SIGNING AUTHORITY.

Please complete the following questions as they relate to the reporting period identified. The information you provide helps Victim Services and Crime Prevention Division, Ministry of Public Safety and Solicitor General with a better understanding of program activities, and service delivery issues.

1. Thinking about the clients served by your program, please describe any unmet needs, challenges, gaps in services and/or particular trends during the reporting period:



Modification Agreement #1

2. Please describe how you have engaged with the community to share information about the services available through your program during the reporting period (i.e. meetings with other service providers, meetings with other justice system personnel, information sessions, etc.)?

3. Provide any additional comments you may have:



Modification Agreement #1

Program Staff Personnel:

COMPLETED BY:

SIGNATURE:

DATE:

Executive Director / Signing Authority:

REVIEWED BY:

SIGNATURE:

DATE:

Note:

1. Please complete a separate Semi-Annual Report for each program type.
2. Please e-mail a signed copy to VSPContracts@gov.bc.ca or fax a signed copy to Victim Services and Crime Prevention Division at: 604-660-1635.

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF PUBLIC SAFETY AND SOLICITOR GENERAL**

**TRANSFER UNDER AGREEMENT
Component Schedule No. 17/18 (Fiscal Year 2016-2017/2017/2018)**

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

BETWEEN:

Victoria Sexual Assault Centre Society (the "Contractor") with the following specified address and fax number:

201-3060 Cedar Hill Road
Victoria, BC, V8T 3J5
Fax No.: 250-383-6112

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as 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

This document is "Component Schedule" forming part of the Continuing Agreement between Her Majesty the Queen in right of the Province of the British Columbia, represented by the Ministry of Public Safety and Solicitor General, and **Victoria Sexual Assault Centre Society** (the "Contractor") dated for reference the 8th day of May, 2000.

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

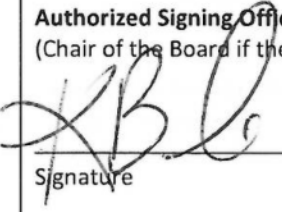
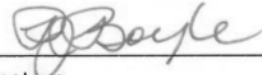
- 24.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 24.02 All references to paragraph numbers in this Agreement refer to paragraphs in this Agreement, and all references to Schedules in this Agreement refer to Schedules attached 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 <u>6th</u> day of <u>April</u>, 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> _____ Signature</p> <p><u>Kelly Branchi</u> _____ Name</p> <p><u>Co-Chair VSAC Board</u> _____ Title</p>	<p>SIGNED on the <u>8</u> day of <u>April</u>, 2016 on behalf of the Province by its duly authorized representative:</p> <p>Duly Authorized Representative:</p> <p> _____ Signature</p> <p>Taryn Walsh Executive Director Victim Services and Crime Prevention Division</p>
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APR 07 2016

VICTIM SERVICES & CRIME PREVENTION DIVISION
MINISTRY OF JUSTICE

Schedule A – Community- Based with Police-Based in Service Area

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

A.1 Service Area

This victim service program will provide services to clients in the policing jurisdiction of **Greater Victoria**. Service will be provided regardless of whether or not they have chosen to report to the police. In some cases, clients may request service from outside the service area and the victim service program may provide services in these cases:

A.2 Type of Program

This is a community-based victim service program that operates with a police-based program in the same service area.

All victims of family/sexual violence are to be referred to the community-based victim service program in a timely manner and in accordance with the Referral Policy for Victims of Power-based Crimes¹. Clients receiving services from a police-based victim service program must be informed about the community-based victim service program and should be referred, as early as possible and in accordance with the established local protocol².

A.2.1 Coordination and Protocol

Victim service programs in the same service area must establish and follow a local protocol which will include roles and responsibilities of each program and how they will work together. A signed copy of any revised or updated local protocols must be provided to the Province by July 15th, 2016.

A.3 Clients

This community-based victim service program will provide the following services to: *adult female victims of sexual assault and criminal harassment, and survivors of historical or childhood sexual assault and abuse*:

	Victims of crime ³ (other than family/ sexual violence)	Victims of non- criminal trauma ⁴	Victims of family/ sexual violence ⁵
Critical Incident Response	No	No	See A.3.1
Criminal Justice Information and Support	No	N/A	Yes
Safety Planning	No	No	Yes
Information and Referrals	No	No	Yes
Emotional and Practical Support	No	No	Yes

A.3.1 - Critical Incident Response

¹ See Referral Policy for Victims of Power-based Crimes <http://www.pssg.gov.bc.ca/victimservices/publications/docs/power-based-crimes-referral-policy.pdf>. In exceptional circumstances, where a client specifically indicates that they do not wish to be referred to a community-based victim service program, this must be documented in the file, to remain with the police-based program. In situations where involvement of both police-based and community-based victim service programs is identified, the programs should coordinate an approach to service delivery and jointly develop victim-centred support plans.

² See A.2.1 – Coordination and Protocol

³ See A.6 - definition section

⁴ See A.6 - definition section

⁵ See A.6 - definition section

This community-based victim service program provides Critical Incident Response to victims of family/sexual violence if:

- the program is part of a local agreement, such as a Sexual Assault Response Team (SART)
- the program is part of a local agreement with an outside agency, such as a hospital or clinic
- the practice is included in the local coordination protocol OR
- police request the service and the program has the capacity to respond

A.4 Service Deliverables

Contractors are responsible for supervising victim service workers to provide the services described below. Contractors may prioritize service delivery based upon victim safety, victim vulnerability, type of crime and the seriousness of the incident.

Critical Incident Response

- ✓ Respond to call out from police to:
 - Provide initial incident defusing
 - Provide critical incident stabilization
 - Liaise between victim and emergency personnel
- ✓ Respond to hospital call out
 - Liaise between victim and hospital personnel
- ✓ Identify and address immediate emotional, safety, and logistical victim needs
- ✓ Provide information regarding the immediate and post incident impacts of crime and trauma
- ✓ Provide information regarding next steps or actions to be undertaken by the police
- ✓ Coordinate with appropriate parties
- ✓ Provide response in accordance with contractor agency policies and procedures

Criminal Justice System - Information and Support

- ✓ Provide information to victims about their rights under the Victims of Crime Act (VOCA)
- ✓ Obtain, provide and/or arrange for victims to receive case specific information which they may request under sections 6 and 7 VOCA.
- ✓ Provide information about the criminal justice system process, and roles of key parties
- ✓ Assist victims to engage with justice system personnel (e.g. police, Crown counsel)
- ✓ Arrange, facilitate and/or accompany victims to meetings with criminal justice system personnel (eg. police, Crown counsel, corrections staff)
- ✓ Support and prepare victims for the criminal court process, including:
 - Review with victims whether they may require testimonial accommodations

- Initiate conversations with Crown counsel regarding victims' participation in the court process, including, if appropriate, exploration of testimonial accommodation
- Prepare victim for possible emotional responses to court proceedings and/or testifying
- Provide victim with court orientation by providing a courthouse tour, reviewing court room protocol, or providing public education materials. Note: Public education materials alone are generally not sufficient for court orientation unless they are the only option due to geography or workload.
- Provide victims with information regarding options for travel expenses to court and assist with facilitating these processes and arrangements
- Accompany victim to court and provide related emotional and practical assistance
- Provide information about and assistance with Victim Impact Statements
- Provide support to the victim upon conclusion of the case, ensuring victim is aware of and understands the outcome, and has access to necessary follow-up resources including registration for victim notification where appropriate and referral to other community supports where needed.

Safety Planning

- Upon initial contact with victim, assess, identify and address victim's immediate and emergency safety needs
- Develop and continue to update safety plan with victim including coordination with community and criminal justice system partners where appropriate
- Provide general safety and crime prevention information and referrals to community resources

Practical and Emotional Support

- Provide emotional support to assist victims to cope with the impacts of crime and trauma.
- Assist victim with the completion of forms (ie. Crime Victim Assistance Program application, Victim Impact Statement, victim notification registration).
- Assist victim with accessing transportation services including, but not limited to hospital, court, police, transition house, and/or shelters.
- Assist victim with accessing shelter, financial assistance, and/or social services as required.
- Provide or facilitate other types of practical support and assistance as appropriate

Information and Referral

- Provide referral information about Ministry of Public Safety and Solicitor General supports including:
 - Victim services
 - Victim Safety Unit
 - Crime Victim Assistance Program
 - Stopping the Violence Counselling
 - Children Who Witness Abuse Counselling
 - Outreach and Multicultural Outreach Services

✓ Provide referral information regarding:

- Child Protection/MCFD
- Social services
- Health services
- Counselling services
- Housing services
- Mental health services
- Community resources
- Crime prevention
- Financial Benefits
- Attorney General services, including family justice counsellors
- Other resources as appropriate

Networking, Public Awareness and Education

The following activities are provided depending upon the needs of the community and the program's client service requirements. These activities enhance service delivery to victims, reach out to potential victims and raise the profile of victim services within the community.

- ✓ Host and/or participate in victim-related events
- ✓ Provide public education and promote awareness regarding victims' issues
- ✓ Inform other community services about services available to victims of crime
- ✓ Develop and maintain a network with criminal justice system personnel including police, Crown counsel, court services, corrections, and sheriffs; and social service and other community agencies, including transition houses, hospitals, and family justice resources

Provision of Services in Family Court Related Matters

Although, Victim Service Workers are not expected to provide detailed information on family law and/or family court processes, clients who are victims of family and sexual violence may require support through family law related matters. The following are examples of services that might be provided in a family court context:

- ✓ Providing emotional support to victims of crime in relation to family law issues/family court matters;
- ✓ Helping to obtain family law related protection orders or obtaining copies of existing protection orders;
- ✓ Helping to obtain information about the family court process;
- ✓ Providing referral to family court related resources such as Legal Aid, Duty Counsel and Family Justice Counsellors;
- ✓ Ensuring that safety plans are up to date and relevant to all settings including family court; and,
- ✓ Providing information on peace bonds and protection orders.

Court proceedings and the serving of court documents can be a time of heightened risk. Ensuring clients are safe at these times is critical and therefore safety planning is extremely important. If a victim service worker believes that a victim of crime would also benefit from emotional support during the family court process, then it may be

appropriate for them to meet with the victim at court or arrange meetings before and/or after court to provide emotional support to the victim. Providing this type of support must be balanced with an agency's other competing service priorities.

A.5 Services Not Provided

Contractors are responsible for ensuring that the following services are not provided by victim service workers:

- Counselling – Victim service workers do not provide counselling or refer to themselves as counsellors unless they are registered counsellors
- Crime scene clean-up
- Victim Service Workers do not provide assistance in drafting forms relating to family court, including affidavits; or assist in civil/family trial preparation; and do not serve legal documents or conduct legal advocacy at civil/family court
- Legal advice
- Mental health services
- Victim transportation without appropriate vehicle insurance

A.6 - DEFINITIONS

Adult – All persons 19 years and over.

Child – All persons under the age of 13 years

Child and Youth Physical Abuse – Any form of assault, as defined in the Criminal Code of Canada, committed against a child or youth by an adult in a position of trust or authority.

Child and Youth Sexual Abuse – Any sexual offence, as defined in the Criminal Code of Canada, and other offences of sexual nature committed against a child or youth.

Emotional Support - validation of the victim's emotional/psychological reactions to the incident, acknowledging the victim's strengths, active listening, reflection, validation, predicting, and preparing

Safety Planning – Developing a plan with the victim to manage safety and reduce the risk of further victimization.

Sexual Assault – Any sexual offence, as defined in the Criminal Code of Canada, and other offences of sexual nature committed against an adult.

Trafficked Person - controlling a person by means of coercion and fear for the purpose of exploitation; the exploitation can take many forms such as sexual exploitation, labour exploitation, and domestic servitude.

Victims of crime - Direct victims of and witnesses to criminal offences and immediate/ surviving family members of direct victims of criminal offences

Victims of family/sexual violence

- o victims of violence in relationships (adult, youth, or child)
- o victims of sexual assault
- o victims of criminal harassment

- victims of child abuse/assault (both physical and sexual)
- adult survivors of childhood abuse (both physical and sexual)
- child witnesses of family violence

Victims of trauma - Direct victims of and witnesses to non-criminal traumatic events which involve the police or other first responders, including, but not limited to motor vehicle accidents and sudden death next of kin notifications; immediate/ surviving family members of direct victims of traumatic events

Victim Service Worker – Program coordinator, volunteer, student, trainee, and work placement who is employed or retained to provide victim services under this Agreement.

Violence in Relationships – violence in intimate relationships, including married, common law and dating relationships; same-sex or heterosexual relationships, whether the persons are living together at the time of the violence or not. It may include assault, sexual assault, criminal harassment and other crimes which occur within the context of that relationship (e.g. a victim of break and enter, mischief, and theft that was committed by a former intimate partner).

Youth – All persons aged thirteen to eighteen.

Schedule B – Terms and Conditions of Payment

1. The Contractor will be paid an amount not exceeding **\$308,824.16** 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) – CBVS - \$230,077.12

- On April 15, 2016, the sum of **\$57,519.28**;
- On July 15, 2016, the sum of **\$57,519.28**;
- On October 15, 2016, the sum of **\$57,519.28**;
- On January 15, 2017, the sum of **\$57,519.28**.

Fiscal 2017 – 2018 (April 1, 2017 – July 31, 2017) – CBVS - \$78,747.04

- On April 15, 2017, the sum of **\$59,060.28**;
- On July 15, 2017, the sum of **\$19,686.76**.

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

1. Documents

Upon the Province's request, the Contractor will provide the following:

- (a) Board of Directors – a current list of all directors, including contact information for each director
- (b) *Workers Compensation Act* – proof of workers compensation coverage under the Act
- (c) Job Descriptions
- (d) Other documents as requested by the Province

2. Community-Based and Police-Based Victim Service programs - PROTOCOL

- (a) A signed copy of any revised or updated local protocols must be provided to the Province by July 15th, 2016.

Schedule G – Quarterly Statement of Operations

Community-based or Police-based Victim Services

Contractor: _____

Contract Number: _____

Program Name: _____

Contact Name: _____

Fiscal 2016 – 2017

☐ Quarter 1: April 01 - June 30, 2016

☐ Quarter 3: October 01 - December 31, 2016

☐ Quarter 2: July 01 - September 30, 2016

☐ Quarter 4: January 01 - March 31, 2017

Fiscal 2017 – 2018

☐ April 01, 2017 – July 31, 2017

	1	2	3	4	5=(4-3)
Revenue	Current Quarter	Year to Date	Fiscal Year-End Forecast	Approved Budget	Variance
	Amount	Amount			
Provincial - Victim Services and Crime Prevention Division					
Expenditures	Current Quarter	Year to Date			
	Amount	Amount			
Salaries and Benefits					
Total Salaries and Benefits					
Victim Service Program Delivery Expenditures					
Facilities (i.e. Rent, utilities, maintenance)					
Resource Materials					

Program delivery related travel					
Volunteer Appreciation					
Office supplies					
Promotion / Outreach					
Telephone / Fax / Internet					
Cellular Phone					
Memberships					
Other (specify):					
Total Victim Service Program Delivery Costs					
Administration Expenditures					
Victim Service Staff Training, Development, and associated travel					
Facilities (i.e. Rent, utilities, maintenance)					
Management / Administrative Support Wages					
Bookkeeping / Audit					
Other (specify):					
Total Administration Expenditures					
Total Expenditures					
Excess of revenues over expenditures					

Note: Please report on revenues and expenditures directly funded by the Province only. A separate Statement of Operations must be completed for each program type operated by the agency.

COMPLETED BY: _____

SIGNATURE: _____

DATE: _____

Executive Director / Signing Authority:

COMPLETED BY: _____

SIGNATURE: _____

DATE: _____

Note:

1. Please complete a separate Quarterly Statement of Operations Report for each program type
2. Please e-mail a signed copy to VSPContracts@gov.bc.ca or fax a signed copy to Victim Services and Crime Prevention Division at: 604-660-1635.

Schedule H – Semi-Annual Report

Contractor: _____

Contract Number: _____

Fiscal 2016 – 2017

☐ April 01, 2016 – September 30, 2016

☐ October 01, 2016 – March 31, 2017

Fiscal 2017 – 2018

☐ April 01, 2017 – July 31, 2017

Program Type:

☐ Police Based Victim Services

☐ Community-Based Victim Services

☐ Children Who Witness Abuse

☐ Stopping the Violence Counselling

☐ Outreach Services

☐ Multicultural Outreach Services

Please complete the following questions as they relate to the reporting period identified. The information you provide helps Victim Services and Crime Prevention Division, Ministry of Public Safety and Solicitor General with a better understanding of program activities, and service delivery issues.

1. Thinking about the clients served by your program, please describe any unmet needs, challenges, gaps in services and/or particular trends during the reporting period:

2. Please describe how you have engaged with the community to share information about the services available through your program during the reporting period (i.e. meetings with other service providers, meetings with other justice system personnel, information sessions, etc.)?

3. Provide any additional comments you may have:

Program Staff Personnel:

COMPLETED BY:

SIGNATURE:

DATE:

Executive Director / Signing Authority:

REVIEWED BY:

SIGNATURE:

DATE:

Note:

1. Please complete a separate Semi-Annual Report for each program type.
2. Please e-mail a signed copy to VSPContracts@gov.bc.ca or fax a signed copy to Victim Services and Crime Prevention Division at: 604-660-1635.

SCHEDULE F

APRIL 1, 2016 – JULY 31, 2017 PROGRAM APPLICATION

PART I

A. APPLICANT INFORMATION

Legal Name of Organization:	Victoria Sexual Assault Centre		
Incorporation # (for Societies only):	S-18042		
Street Address: (include City, Province, and Postal Code)	201 3060 Cedar Hill Road Victoria, BC V8T 3J5		
Mailing Address: (if different from above):			
Telephone:	250.838.5545	Fax:	250.383.6112
Organization Contact			
Executive Director	Makenna Rielly, MA		
Mailing Address: (if different from above)	Same		
E-mail Address:	makennar@vsac.ca		
Telephone:	250.383.5545 x 168	Fax:	250.383.6112
Chair of Board (or other Board Member)	Sean Dhillon and Kelly Branchi Co-chairs		
Mailing Address: (if different from above)	same		
E-mail Address:	Kellybranchi@viha.ca and s.22		
Telephone:	250.383.5545	Fax:	

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: _____

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 checked="" type="checkbox"/> CBVS	<input type="checkbox"/> PBVS
Street Address:	201- 3060 Cedar Hill Road Victoria, BC V8T 3J5		
Mailing Address: (if different from above):			
Program Telephone:	205.383.5545	Program Fax:	250.383.6112
Program Coordinator:	Georgie Jackson	Telephone:	250.383.5545 x 108
Program Coordinator E-mail:	georgiej@vsac.ca		
Program Coordinator Address:	same		
Names of all additional paid program staff:			
Name	Position	E-mail Address	
Catherine Charlton	Victim Service Worker Justice	catherinec@vsac.ca	
Barb Benson	Victim Service Worker Justice	barbb@vsac.ca	
Lorinda Alix	Victim Service Worker Support	lorindaa@vsac.ca	
Nadia Khan	Victim Service Worker Support	nadiak@vsac.ca	
Lindsay Pomper	Volunteer Coordinator	lindsayp@vsac.ca	
Karen Wickham	Case Management Lead	karenw@vsac.ca	
Georgie Jackson	Victim Service Worker, Supervisor and Program Coordinator	georgiej@vsac.ca	
↓ Police-based Victim Service Programs only ↓			
Police Department/ Detachment Liaison:			
Mailing Address:			
Telephone:		Fax:	

E-mail Address:

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: M-F Hours: 9 to 5

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

Program Position	Base Hourly Wage
Victim Service Worker Justice	s.22
Victim Service Worker Justice	
Victim Service Worker Support	
Volunteer Coordinator	
Case Management Team Lead	
Program Coordinator	

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
Clinical Supervisor	2	s.22

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)

Note the following when completing your April 1, 2016 – July 31, 2017 Budget Proposal:

1. For each program applied for, a **separate** Budget Proposal must be completed.
2. Ministry guidelines require that **Police-based and Community-based Victim Service Programs** are to allocate at least 80% of provincial funding towards "Salaries and Benefits" for direct service delivery and direct supervision costs (Section 2A of the Budget Proposal).
3. For **Police-based Victim Service Programs** that are cost-shared with municipality/regional district, the maximum "in kind" amount that may be claimed for under "Municipal" 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.
4. For **Violence Against Women Programs**, your budget should confirm that you are providing the number of hours as stated in your contract.
5. Your **Budget Proposal** must be balanced and equal to the amount identified in your **Program Application Cover Letter**.

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	308,824		308,824
Municipal Government			
Regional District			
Applicant Organization	104,757		104,757
Other: (Please specify)			
TOTAL PROGRAM REVENUES	413,581		413,581

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. Victim Service Worker Justice	s.22			54,371
2. Victim Service Worker Justice				47,612
3. Victim Service Worker Support				24,195
4. Victim Service Worker Support				43,351
5. Volunteer Coordinator				47,673
6. Program Coordinator				30,316
7. Team Lead /Auxiliary				9,965
TOTAL SALARIES AND BENEFITS	202,107	55,376	257,483	257,483

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

EXPENSE	TOTAL COST	FUNDED FROM VSCPD
Facilities (e.g. rent, utilities, maintenance)	31,780	27,951
Resource Materials	80	50
Program Delivery Related Travel	2,753	2,500
Volunteer Appreciation	1,470	1,000
Staff Training, Development, and Associated Travel	1,875	1,000
Office Supplies	3,640	3,640
Promotion / Outreach	4,200	3,400
Telephone / Fax / Internet	18,200	11,000
Cellular Phone		
Memberships (specify):	100	100
Program Delivery Supplies (specify):	1,167	700
Other (specify) Fund Development Computer	30,000 1,000	
TOTAL PROGRAM DELIVERY COSTS	96,265	51,341

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

EXPENSE	TOTAL COSTS	FUNDED FROM VSCPD
Facilities (e.g. rent, utilities, maintenance)	17,500	
Management Wages	12,000	
Administrative Support Wages	25,000	
Bookkeeping / Audit	5,333	
Other (specify)		
TOTAL ADMINISTRATION COSTS	59,833	0

TOTAL PROGRAM EXPENDITURES

EXPENSE	TOTAL COSTS	FUNDED FROM VSCPD
A. Total Salaries and Benefits	257,483	257,483
B. Total Program Delivery Costs	96,265	51,341
C. Total Administration Costs	59,833	0
TOTAL EXPENDITURES (A+B+C)	413,581	308,824

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:

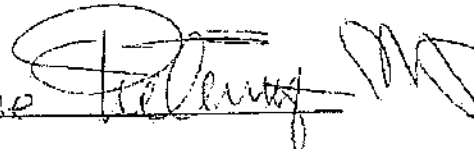
Signature: Makenna Rielly

Name: Makenna Rielly, MA

Title: Executive Director

Date: January 12, 2016

Board Member:

Signature: Nat Johnstone 

Name: Nat Johnstone


Title: Treasurer

Date: January 14, 2016

FOR VICTIM SERVICES AND CRIME PREVENTION DIVISION USE ONLY

Approved By:

Program Manager: Amak R

Signature: 

Date: Feb. 10/2016

Comments / Notes:

SCHEDULE F

APRIL 1, 2016 – JULY 31, 2017 PROGRAM APPLICATION

PART I

A. APPLICANT INFORMATION

Legal Name of Organization:	Victoria Sexual Assault Centre		
Incorporation # (for Societies only):	S-18042		
Street Address: (include City, Province, and Postal Code)	201 3060 Cedar Hill Road Victoria, BC V8T 3J5		
Mailing Address: (if different from above):			
Telephone:	250.838.5545	Fax:	250.383.6112
Organization Contact			
Executive Director	Makenna Rielly, MA		
Mailing Address: (if different from above)	Same		
E-mail Address:	makennar@vsac.ca		
Telephone:	250.383.5545 x 168	Fax:	250.383.6112
Chair of Board (or other Board Member)	Sean Dhillon and Kelly Branchi Co-chairs		
Mailing Address: (if different from above)	same		
E-mail Address:	Kellybranchi@viha.ca and s.22		
Telephone:	250.383.5545	Fax:	

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: _____

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 checked="" type="checkbox"/> CBVS	<input type="checkbox"/> PBVS
Street Address:	201- 3060 Cedar Hill Road Victoria, BC V8T 3J5		
Mailing Address: (if different from above):			
Program Telephone:	205.383.5545	Program Fax:	250.383.6112
Program Coordinator:	Georgie Jackson	Telephone:	250.383.5545 x 108
Program Coordinator E-mail:	georgiej@vsac.ca		
Program Coordinator Address:	same		
Names of all additional paid program staff:			
Name	Position	E-mail Address	
Catherine Charlton	Victim Service Worker Justice	catherinec@vsac.ca	
Barb Benson	Victim Service Worker Justice	barbb@vsac.ca	
Lorinda Alix	Victim Service Worker Support	lorindaa@vsac.ca	
Nadia Khan	Victim Service Worker Support	nadiak@vsac.ca	
Lindsay Pomper	Volunteer Coordinator	lindsayp@vsac.ca	
Karen Wickham	Case Management Lead	karenw@vsac.ca	
Georgie Jackson	Victime Service Worker, Supervisor and Program Coordinator	georgiej@vsac.ca	
↓ Police-based Victim Service Programs only ↓			
Police Department/ Detachment Liaison:			
Mailing Address:			
Telephone:		Fax:	

E-mail Address:

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: ___ M-F ___ Hours: 9 to 5 ___

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

Program Position	Base Hourly Wage
Victim Service Worker Justice	s.22
Victim Service Worker Justice	
Victim Service Worker Support	
Volunteer Coordinator	
Case Management Team Lead	
Program Coordinator	

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
Clinical Supervisor	2	s.22

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)

Note the following when completing your April 1, 2016 – July 31, 2017 Budget Proposal:

1. For each program applied for, a **separate** Budget Proposal must be completed.
2. Ministry guidelines require that **Police-based and Community-based Victim Service Programs** are to allocate **at least 80%** of provincial funding towards "Salaries and Benefits" for direct service delivery and direct supervision costs (Section 2A of the Budget Proposal).
3. For **Police-based Victim Service Programs** that are cost-shared with municipality/regional district, the maximum "in kind" amount that may be claimed for under "Municipal" 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.
4. For **Violence Against Women Programs**, your budget should confirm that you are providing the number of hours as stated in your contract.
5. Your Budget Proposal must be balanced and equal to the amount identified in your Program Application Cover Letter.

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	308,824		308,824
Municipal Government			
Regional District			
Applicant Organization	104,757		104,757
Other: (Please specify)			
TOTAL PROGRAM REVENUES	413,581		413,581

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. Victim Service Worker Justice	s.22			54,371
2. Victim Service Worker Justice				47,612
3. Victim Service Worker Support				24,195
4. Victim Service Worker Support				43,351
5. Volunteer Coordinator				47,673
6. Program Coordinator				30,316
7. Team Lead /Auxiliary				9,965
TOTAL SALARIES AND BENEFITS	202,107	55,376	257,483	257,483

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

EXPENSE	TOTAL COST	FUNDED FROM VSCPD
Facilities (e.g. rent, utilities, maintenance)	31,780	27,951
Resource Materials	80	50
Program Delivery Related Travel	2,753	2,500
Volunteer Appreciation	1,470	1,000
Staff Training, Development, and Associated Travel	1,875	1,000
Office Supplies	3,640	3,640
Promotion / Outreach	4,200	3,400
Telephone / Fax / Internet	18,200	11,000
Cellular Phone		
Memberships (specify):	100	100
Program Delivery Supplies (specify):	1,167	700
Other (specify) Fund Development Computer	30,000 1,000	
TOTAL PROGRAM DELIVERY COSTS	96,265	51,341

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

EXPENSE	TOTAL COSTS	FUNDED FROM VSCPD
Facilities (e.g. rent, utilities, maintenance)	17,500	
Management Wages	12,000	
Administrative Support Wages	25,000	
Bookkeeping / Audit	5,333	
Other (specify)		
TOTAL ADMINISTRATION COSTS	59,833	0

TOTAL PROGRAM EXPENDITURES

EXPENSE	TOTAL COSTS	FUNDED FROM VSCPD
A. Total Salaries and Benefits	257,483	257,483
B. Total Program Delivery Costs	96,265	51,341
C. Total Administration Costs	59,833	0
TOTAL EXPENDITURES (A+B+C)	413,581	308,824

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: Makenna Rielly
Name: makenna Rielly, MA
Title: Executive Director
Date: January 12, 2016

Board Member:

Signature: Nat Johnstone
Name: Nat Johnstone
Title: Treasurer
Date: January 14, 2016

FOR VICTIM SERVICES AND CRIME PREVENTION DIVISION USE ONLY

Approved By:

Program Manager: Amar K
Signature: [Signature]
Date: Feb. 10/2016

Comments / Notes:



Freedom of Information and Protection of Privacy Act
The personal information requested on this form is collected under the authority of and used for the purpose of administering the *Financial Administration Act*. Questions about the collection and use of this information can be directed to the Director, Client Services, Core Government and Crowns at 250 356-8915, PO Box 9405 STN PROV GOVT, Victoria BC V8W 9V1.
Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by the Province


THIS CERTIFICATE IS REQUESTED BY and ISSUED TO <i>(Name of office)</i> Ministry of Justice, Victim Services and Crime Prevention Division		AGREEMENT IDENTIFICATION NO. 15092142
PROVINCE'S CONTACT PERSON NAME & TITLE JAMIE LIPP, Director of Community Programs		PHONE NO. FAX NO.
MAILING ADDRESS 302-815 Hornby Street, Vancouver, BC		POSTAL CODE V6Z 2E6
CONTRACTOR NAME Victoria Sexual Assault Society		
CONTRACTOR ADDRESS 201-2600 Cedar Hill Road Victoria, BC		POSTAL CODE V8T 3J5

Part 2 To be completed by the Insurance Agent or Broker

INSURED NAME Victoria Sexual Assault Society		ADDRESS 201-3060 Cedar Hill Rd Victoria, BC		POSTAL CODE V8T 3J5
OPERATIONS INSURED PROVIDE DETAILS Non-Profit Soceity Counselling Services				
TYPE OF INSURANCE List each separately	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT	
Commercial General Liability	Canadian Northern Shield COM 800791591	2016/12/30	\$2,000,000	

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

AGENT OR BROKER COMMENTS:

AGENT OR BROKERAGE FIRM Megson Fitzpatrick	ADDRESS 3561 Shelbourne St, Victoria, BC V8P 4G8	PHONE NO. 250-940-9102
NAME OF AUTHORIZED AGENT OR BROKER (PRINT) Aswin Jayaraj	SIGNATURE OF AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S) 	DATE SIGNED January 13, 2016

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF PUBLIC SAFETY AND SOLICITOR GENERAL**

**TRANSFER UNDER AGREEMENT
Component Schedule No. 18/19 (Fiscal Year 2018-2019)**

THIS AGREEMENT dated for reference the 01st day of April, 2018.

BETWEEN:

Victoria Sexual Assault Centre Society (the "Contractor") with the following specified address and fax number:

201-3060 Cedar Hill Road
Victoria, BC, V8T 3J5
Fax No.: 250-383-6112

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as 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

This document is "Component Schedule" forming part of the Continuing Agreement between Her Majesty the Queen in right of the Province of the British Columbia, represented by the Ministry of Public Safety and Solicitor General, and **Victoria Sexual Assault Centre Society** (the "Contractor") dated for reference the 8th day of May, 2000.

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 constituting 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, 2018 to June 30, 2018	On or before July 31, 2018
July 01, 2018 to September 30, 2018	On or before October 31, 2018
October 01, 2018 to December 31, 2018	On or before January 31, 2019
January 01, 2019 to March 31, 2019	On or before April 30, 2019

- 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, 2018 to September 30, 2018	On or before October 31, 2018
October 01, 2018 to March 31, 2019	On or before April 30, 2019

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 Contractor's 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.

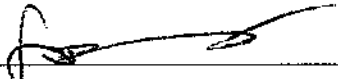

SECTION 24 - MISCELLANEOUS

- 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 <u>12</u> day of <u>April</u>, 2018 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> _____ Signature</p> <p><u>Sean Dillon</u> _____ Name</p> <p><u>Chair</u> _____ Title</p>	<p>SIGNED on the <u>12</u> day of <u>April</u>, 2018 on behalf of the Province by its duly authorized representative:</p> <p>Duly Authorized Representative:</p> <p> _____ Signature</p> <p>Rosalind Currie Director, Community Programs Victim Services and Crime Prevention Division</p>
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RECEIVED
APR 12 2018
VICTIM SERVICES & CRIME PREVENTION DIVISION
MINISTRY OF PUBLIC SAFETY
AND SOLICITOR GENERAL

Schedule A – Community- Based with Police-Based in Service Area

TERM: The term of this Agreement commences on **April 1, 2018** and ends on **March 31, 2019**.

A.1 Service Area

This victim service program will provide services to clients in the policing jurisdiction of **Greater Victoria**. Service will be provided regardless of whether or not they have chosen to report to the police. In some cases, clients may request service from outside the service area and the victim service program may provide services in these cases.

A.2 Type of Program

This is a community-based victim service program that operates with a police-based program in the same service area.

All victims of family/sexual violence are to be referred to the community-based victim service program in a timely manner and in accordance with the Referral Policy for Victims of Power-based Crimes¹. Clients receiving services from a police-based victim service program must be informed about the community-based victim service program and should be referred, as early as possible and in accordance with the established local protocol².

A.2.1 Coordination and Protocol

Victim service programs in the same service area must establish and follow a local protocol which will include roles and responsibilities of each program and how they will work together. A signed copy of any revised or updated local protocols must be provided to the Province by July 15th, 2018.

A.3 Clients

This community-based victim service program will provide the following services to: *adult female victims of sexual assault and criminal harassment, and survivors of historical or childhood sexual assault and abuse*:

	Victims of crime ³ (other than family/ sexual violence)	Victims of non- criminal trauma ⁴	Victims of family/ sexual violence ⁵
Critical Incident Response	No	No	See A.3.1
Criminal Justice Information and Support	No	N/A	Yes
Safety Planning	No	No	Yes
Information and Referrals	No	No	Yes
Emotional and Practical Support	No	No	Yes

¹ See Referral Policy for Victims of Power-based Crimes <http://www.csgp.gov.bc.ca/victimservices/publications/docs/power-based-crimes-referral-policy.pdf>. In exceptional circumstances, where a client specifically indicates that they do not wish to be referred to a community-based victim service program, this must be documented in the file, to remain with the police-based program. In situations where involvement of both police-based and community-based victim service programs is identified, the programs should coordinate an approach to service delivery and jointly develop victim-centred support plans.

² See A.2.1 – Coordination and Protocol

³ See A.6 – definition section

⁴ See A.6 – definition section

⁵ See A.6 – definition section

A.3.1 - Critical Incident Response

This community-based victim service program provides Critical Incident Response to victims of family/sexual violence if:

- the program is part of a local agreement, such as a Sexual Assault Response Team (SART)
- the program is part of a local agreement with an outside agency, such as a hospital or clinic
- the practice is included in the local coordination protocol OR
- police request the service and the program has the capacity to respond

A.4 Service Deliverables

Contractors are responsible for supervising victim service workers to provide the services described below. Contractors may prioritize service delivery based upon victim safety, victim vulnerability, type of crime and the seriousness of the incident.

Critical Incident Response

- ✓ Respond to call out from police to:
 - Provide initial incident defusing
 - Provide critical incident stabilization
 - Liaise between victim and emergency personnel
- ✓ Respond to hospital call out
 - Liaise between victim and hospital personnel
- ✓ Identify and address immediate emotional, safety, and logistical victim needs
- ✓ Provide information regarding the immediate and post incident impacts of crime and trauma
- ✓ Provide information regarding next steps or actions to be undertaken by the police
- ✓ Coordinate with appropriate parties
- ✓ Provide response in accordance with contractor agency policies and procedures

Criminal Justice System - Information and Support

- ✓ Provide information to victims about their rights under the Victims of Crime Act (VOCA)
- ✓ Obtain, provide and/or arrange for victims to receive case specific information which they may request under sections 6 and 7 VOCA.
- ✓ Provide information about the criminal justice system process, and roles of key parties
- ✓ Assist victims to engage with justice system personnel (e.g. police, Crown counsel)
- ✓ Arrange, facilitate and/or accompany victims to meetings with criminal justice system personnel (eg. police, Crown counsel, corrections staff)
- ✓ Support and prepare victims for the criminal court process, including:

- Review with victims whether they may require testimonial accommodations
 - Initiate conversations with Crown counsel regarding victims' participation in the court process, including, if appropriate, exploration of testimonial accommodation
 - Prepare victim for possible emotional responses to court proceedings and/or testifying
 - Provide victim with court orientation by providing a courthouse tour, reviewing court room protocol, or providing public education materials. Note: Public education materials alone are generally not sufficient for court orientation unless they are the only option due to geography or workload.
- Provide victims with information regarding options for travel expenses to court and assist with facilitating these processes and arrangements
 - Accompany victim to court and provide related emotional and practical assistance
 - Provide information about and assistance with Victim Impact Statements
 - Provide support to the victim upon conclusion of the case, ensuring victim is aware of and understands the outcome, and has access to necessary follow-up resources including registration for victim notification where appropriate and referral to other community supports where needed.

Safety Planning

- Upon initial contact with victim, assess, identify and address victim's immediate and emergency safety needs
- Develop and continue to update safety plan with victim including coordination with community and criminal justice system partners where appropriate
- Provide general safety and crime prevention information and referrals to community resources

Practical and Emotional Support

- Provide emotional support to assist victims to cope with the impacts of crime and trauma.
- Assist victim with the completion of forms (ie. Crime Victim Assistance Program application, Victim Impact Statement, victim notification registration).
- Assist victim with accessing transportation services including, but not limited to hospital, court, police, transition house, and/or shelters.
- Assist victim with accessing shelter, financial assistance, and/or social services as required.
- Provide or facilitate other types of practical support and assistance as appropriate

Information and Referral

- Provide referral information about Ministry of Public Safety and Solicitor General supports including:
 - Victim services
 - Victim Safety Unit
 - Crime Victim Assistance Program
 - Stopping the Violence Counselling

- Children Who Witness Abuse Counselling
- Outreach and Multicultural Outreach Services
- Provide referral information regarding:
 - Child Protection/MCFD
 - Social services
 - Health services
 - Counselling services
 - Housing services
 - Mental health services
 - Community resources
 - Crime prevention
 - Financial Benefits
 - Attorney General services, including family justice counsellors
 - Other resources as appropriate

Networking, Public Awareness and Education

The following activities are provided depending upon the needs of the community and the program's client service requirements. These activities enhance service delivery to victims, reach out to potential victims and raise the profile of victim services within the community.

- Host and/or participate in victim-related events
- Provide public education and promote awareness regarding victims' issues
- Inform other community services about services available to victims of crime
- Develop and maintain a network with criminal justice system personnel including police, Crown counsel, court services, corrections, and sheriffs; and social service and other community agencies, including transition houses, hospitals, and family justice resources

Provision of Services in Family Court Related Matters

Although, Victim Service Workers are not expected to provide detailed information on family law and/or family court processes, clients who are victims of family and sexual violence may require support through family law related matters. The following are examples of services that might be provided in a family court context:

- Providing emotional support to victims of crime in relation to family law issues/family court matters;
- Helping to obtain family law related protection orders or obtaining copies of existing protection orders;
- Helping to obtain information about the family court process;
- Providing referral to family court related resources such as Legal Aid, Duty Counsel and Family Justice Counsellors;
- Ensuring that safety plans are up to date and relevant to all settings including family court; and,
- Providing information on peace bonds and protection orders.

Court proceedings and the serving of court documents can be a time of heightened risk. Ensuring clients are safe at these times is critical and therefore safety planning is extremely important. If a victim service worker believes that a victim of crime would also benefit from emotional support during the family court process, then it may be appropriate for them to meet with the victim at court or arrange meetings before and/or after court to provide emotional support to the victim. Providing this type of support must be balanced with an agency's other competing service priorities.

A.5 Services Not Provided

Contractors are responsible for ensuring that the following services are not provided by victim service workers:

- Counselling – Victim service workers do not provide counselling or refer to themselves as counsellors unless they are registered counsellors
- Crime scene clean-up
- Victim Service Workers do not provide assistance in drafting forms relating to family court, including affidavits; or assist in civil/family trial preparation; and do not serve legal documents or conduct legal advocacy at civil/family court
- Legal advice
- Mental health services
- Victim transportation without appropriate vehicle insurance

A.6 - DEFINITIONS

Adult – All persons 19 years and over.

Child – All persons under the age of 13 years

Child and Youth Physical Abuse – Any form of assault, as defined in the Criminal Code of Canada, committed against a child or youth by an adult in a position of trust or authority.

Child and Youth Sexual Abuse – Any sexual offence, as defined in the Criminal Code of Canada, and other offences of sexual nature committed against a child or youth.

Emotional Support - validation of the victim's emotional/psychological reactions to the incident, acknowledging the victim's strengths, active listening, reflection, validation, predicting, and preparing

Safety Planning – Developing a plan with the victim to manage safety and reduce the risk of further victimization.

Sexual Assault – Any sexual offence, as defined in the Criminal Code of Canada, and other offences of sexual nature committed against an adult.

Trafficked Person - controlling a person by means of coercion and fear for the purpose of exploitation; the exploitation can take many forms such as sexual exploitation, labour exploitation, and domestic servitude.

Victims of crime - Direct victims of and witnesses to criminal offences and immediate/ surviving family members of direct victims of criminal offences

Victims of family/sexual violence

- o victims of violence in relationships (adult, youth, or child)
- o victims of sexual assault
- o victims of criminal harassment
- o victims of child abuse/assault (both physical and sexual)
- o adult survivors of childhood abuse (both physical and sexual)
- o child witnesses of family violence

Victims of trauma - Direct victims of and witnesses to non-criminal traumatic events which involve the police or other first responders, including, but not limited to motor vehicle accidents and sudden death next of kin notifications; immediate/ surviving family members of direct victims of traumatic events

Victim Service Worker – Program coordinator, volunteer, student, trainee, and work placement who is employed or retained to provide victim services under this Agreement.

Violence in Relationships – violence in intimate relationships, including married, common law and dating relationships; same-sex or heterosexual relationships, whether the persons are living together at the time of the violence or not. It may include assault, sexual assault, criminal harassment and other crimes which occur within the context of that relationship (e.g. a victim of break and enter, mischief, and theft that was committed by a former intimate partner).

Youth – All persons aged thirteen to eighteen.

Schedule B – Terms and Conditions of Payment

1. The Contractor will be paid an amount not exceeding **\$243,893.12** 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 2018 – 2019 – CBVS - \$243,893.12

- On April 15, 2018, the sum of **\$60,973.28**;
 - On July 15, 2018, the sum of **\$60,973.28**;
 - On October 15, 2018, the sum of **\$60,973.28**;
 - On January 15, 2019, the sum of **\$60,973.28**.
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

1. Documents

Upon the Province's request, the Contractor will provide the following:

- (a) Board of Directors – a current list of all directors, including contact information for each director
- (b) *Workers Compensation Act* – proof of workers compensation coverage under the Act
- (c) Job Descriptions
- (d) Other documents as requested by the Province

2. Community-Based and Police-Based Victim Service programs - PROTOCOL

- (a) A signed copy of any revised or updated local protocols must be provided to the Province by July 15th, 2018.

Schedule G – Quarterly Statement of Operations

Community-based or Police-based Victim Services

Contractor: _____

Contract Number: _____

Program Name: _____

Contact Name: _____

Fiscal 2018 – 2019

☐ Quarter 1: April 01 - June 30, 2018

☐ Quarter 3: October 01 - December 31, 2018

☐ Quarter 2: July 01 - September 30, 2018

☐ Quarter 4: January 01 - March 31, 2019

	1	2	3	4	5=(4-3)
Revenue	Current Quarter	Year to Date	Fiscal Year-End Forecast	Approved Budget	Variance
	Amount	Amount			
Provincial - Victim Services and Crime Prevention Division					
Expenditures	Current Quarter	Year to Date			
	Amount	Amount			
Salaries and Benefits					
Total Salaries and Benefits					
Victim Service Program Delivery Expenditures					
Facilities (i.e. Rent, utilities, maintenance)					
Resource Materials					
Program delivery related travel					
Volunteer Appreciation					
Office supplies					

Promotion / Outreach					
Telephone / Fax / Internet					
Cellular Phone					
Memberships					
Other (specify):					
Total Victim Service Program Delivery Costs					
Administration Expenditures					
Victim Service Staff Training, Development, and associated travel					
Facilities (i.e. Rent, utilities, maintenance)					
Management / Administrative Support Wages					
Bookkeeping / Audit					
Other (specify):					
Total Administration Expenditures					
Total Expenditures					
Excess of revenues over expenditures					

Note: Please report on revenues and expenditures directly funded by the Province only. A separate Statement of Operations must be completed for each program type operated by the agency.

COMPLETED BY: SIGNATURE: DATE:

Executive Director / Signing Authority:

COMPLETED BY: SIGNATURE: DATE:

Note:

1. Please complete a separate Quarterly Statement of Operations Report for each program type
2. Please e-mail a signed copy to VSPContracts@gov.bc.ca or fax a signed copy to Victim Services and Crime Prevention Division at: 604-660-1635.

Schedule H – Semi-Annual Report

Contractor: _____

Contract Number: _____

Fiscal 2018 – 2019

☐ April 01, 2018 – September 30, 2018

☐ October 01, 2018 – March 31, 2019

Program Type:

☐ Police Based Victim Services

☐ Community-Based Victim Services

☐ Program for Children and Youth Experience Violence

☐ Stopping the Violence Counselling

☐ Outreach Services

☐ Multicultural Outreach Services

Please complete the following questions as they relate to the reporting period identified. The information you provide helps Victim Services and Crime Prevention Division, Ministry of Public Safety and Solicitor General with a better understanding of program activities, and service delivery issues.

1. Thinking about the clients served by your program, please describe any unmet needs, challenges, gaps in services and/or particular trends during the reporting period:

2. Please describe how you have engaged with the community to share information about the services available through your program during the reporting period (i.e. meetings with other service providers, meetings with other justice system personnel, information sessions, etc.)?

3. Provide any additional comments you may have:

Program Staff Personnel:

COMPLETED BY: SIGNATURE: DATE:

Executive Director / Signing Authority:

REVIEWED BY: SIGNATURE: DATE:

Note:

1. Please complete a separate Semi-Annual Report for each program type.
2. Please e-mail a signed copy to VSPContracts@gov.bc.ca or fax a signed copy to Victim Services and Crime Prevention Division at: 604-660-1635.

Schedule F

Program Application, April 1, 2018 to March 31, 2019

PART I: APPLICANT INFORMATION

A. APPLICANT CONTACT INFORMATION

Legal name of organization <i>Victoria Sexual Assault Centre Society</i>			
Street address		City/Town	Province Postal code
<i>201 3060 Cedar Hill Road</i>		<i>Victoria</i>	<i>BC V8T 3J5</i>
Mailing address (if different from above)		City/Town	Province Postal code
Phone #	Fax #	E-mail address	
<i>250.383.5545</i>	<i>250.383.6112</i>	<i>makennar@vsac.ca</i>	

Executive Contact (main point of contact with legal signing authority)

Name of contact		Title	
<i>Makenna Rielly</i>		<i>Executive Director</i>	
Mailing address (if different from above)		City/Town	Province Postal code
Phone #	Fax #	E-mail address	
<i>250.383.5545 x 168</i>	<i>250.383.6112</i>	<i>makennar@vsac.ca</i>	

Board Contact (for societies only)

Name of contact		Title	
<i>Sean Dhillon and Kelly Branchi</i>		<i>Co-chairs</i>	
Mailing address (if different from above)		City/Town	Province Postal code
Phone #	Fax #	E-mail address	
<i>250.383.5545</i>	<i>250.383.6112</i>	<i>s.22</i>	

B. APPLICANT ADMINISTRATIVE INFORMATION

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

- | | | |
|--|---|-----------------------------|
| a) <i>Employment Standards Act of BC?</i> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) <i>BC's Human Rights Code?</i> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) <i>Worker's Compensation Act (WorkSafe BC)?</i> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

2. Are the staff of the program for which you are applying unionized? ☒ Yes / ☐ No

If "Yes", please specify union (i.e. CUPE): BCGEU /

3. Is your organization a member of the Community Social Services Employers Association of BC (CSSEA)? ☒ Member / ☐ Associate member ☐ Non-member

4. Are any of your program staff sub-contracted to provide services? ☐ Yes ☒ No /

If "Yes", please list the names of sub-contracted staff or the business name:

FOR SOCIETIES ONLY:

4. Annual Report

Include with your organization's program application a copy of your Society's current Annual Report, or minutes from the last Annual General Meeting.

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 the certificate to the Province as quickly as possible.

Please refer to **Appendix A – Master Insurance Program** of the program application form. 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

A. PROGRAM CONTACT INFORMATION (Please complete for each program)

Program type: ☐ PBVS ☒ CBVS ☐ STVC ☐ PEACE ☐ ORS ☐ Multi-ORS

Program location (Community)		Service area (If different from community)	
Street address	City/Town	Province	Postal code
201 and 300b 3060 Cedar Hill Road ✓	Victoria	BC	V8T 3J5
(Street address not required if program is located in a transition house or safe home)			
Mailing address (if different from above)	City/Town	Province	Postal code
Phone #	Fax #	E-mail address	
250.383.5545 ✓	250.383.6112 ✓		

Program Contact (main contact for program delivery matters) ☐ Same as executive contact (PART I)

Name of contact		Title	
Linda Amy ✓		Direct Client Services Manager	
Mailing address (if different from above)	City/Town	Province	Postal code
Phone #	Fax #	E-mail address	
250.383.5545 x 108 ✓	250.383.6112 ✓	lindaa@vsac.ca ✓	

Names of all additional paid program staff:

Name	Title	E-mail address
Catherine Charlton ✓	Justice Support Worker ✓	catherinec@vsac.ca ✓
Shannon Weinkoff ✓	Justice Support Worker ✓	shannonw@vsac.ca ✓
Karen Wickham ✓	Clinic Coordinator ✓	karenw@vsac.ca ✓
Lorinda Alex ✓	Crisis Support Worker ✓	lorindaa@vsac.ca ✓
Nadia Khan ✓	Crisis Support Worker ✓	nadiak@vsac.ca ✓
Catherine Day ✓	Crisis Support Worker ✓	catherined@vsac.ca ✓
Amanda Lynn Halverson ✓	Crisis Support Worker ✓	AmandaLynnH@vsac.ca ✓
Nichola Watson ✓	Crisis Support Worker ✓	nicholaw@vsac.ca ✓
Sharde Long ✓	Volunteer Coordinator ✓	shardel@vsac.ca ✓

For Police-based Victim Service programs only

Police Detachment/Department Supervisor (If different from Program Contact above)

Name of contact		Title	
Mailing address (if different from above)	City/Town	Province	Postal code
Phone #	Fax #	E-mail address	

B. PROGRAM DELIVERY INFORMATION

This section pertains only to the Victim Service Program or Violence Against Women Program funded by the Victim Services and Crime Prevention Division (VSCP), Ministry of Public Safety and Solicitor General -- DO NOT include details of other programs administered by your organization.

1. What are the scheduled hours of operation of the program (not including on-call/stand-by hours)?

Day	Start Time	End Time	Day	Start Time	End Time
Monday	9	5	Friday	9	5
Tuesday	9	5	Saturday	Groups in evenings	
Wednesday	9	5	Sunday		
Thursday	9	5	Total Hours per Week		43-46 hrs

2. What are the on-call/stand-by hours of operation of the program?

Day	Start Time	End Time	Day	Start Time	End Time
Monday	5	9	Friday	5	9
Tuesday	5	9	Saturday	9	9
Wednesday	5	9	Sunday	9	9
Thursday	5	9	Total Hours per Week		128 hrs

3. Job Titles, Hours and Pay (Full-time and regular part-time staff only)

Please list all staff titles, base hourly wage rates and approximate number of hours per week for each program position. Please include Clinical Supervision staff or contractor if applicable.

Title/Position	Base Hourly Wage (a)	Hours per Week (b)	Annual Salary {=(a) x (b) x 52}
1. Justice Support Worker	s.22		
2. Justice Support Worker			
3. Clinic Coordinator			
4. Crisis Support Worker			
5. Crisis Support Worker			
6. Crisis Support Worker			
7. Crisis Support Worker			
8. Crisis Support Worker			
9. Volunteer Coordinator			
10. DCS Manager DCS Manager clinic			
Totals		166 hrs	248,067

3. For Violence Against Women Programs only

Please enter the number of service hours indicated in the attached cover letter for this program:

hours per

(e.g. 35 hours per wk, or 70 hours per mo)

PART III: BUDGET PROPOSAL

BUDGET PROPOSAL INSTRUCTIONS

1. For each program applied for, a separate Budget Proposal must be completed.
2. Ministry guidelines require that **Police-based** and **Community-based Victim Service** programs are to allocate at least 80% of provincial funding towards "Salaries and Benefits" for direct service delivery and direct program supervision costs (Section B1 of the Budget Proposal).
3. For **Police-based Victim Service** programs that are cost-shared with municipality/regional district, the maximum "**In-kind Contribution**" amount that may be claimed for under "Municipal" or "Regional District" is 20% of cash. "In-kind contributions" include costs for facilities (e.g. rent, utilities and maintenance), telephone, fax, and office supplies, etc.
4. For **Violence Against Women Programs** (STV Counselling, PEACE, and Outreach programs), your budget should confirm that you are providing the **number of service hours** as stated in your contract.
5. Your Budget Proposal must be balanced and equal to the amount identified in your Program Application Cover Letter.

A. PROGRAM REVENUE SOURCES

Program type: ☐ PBVS ☒ CBVS ☐ STVC ☐ PEACE ☐ ORS ☐ Multi-ORS

Revenue Source	Cash	In-kind Contribution	Total
Ministry of PSSG-VSCP	243,893.12		243,893.12
Municipal government			
Regional District			
Applicant Organization			
Other Revenue Source (Please specify):			
Grants and fundraising	369,041		369,041
Total from all revenue sources	612,934.12		612,934.12

B. PROGRAM EXPENSES

1. Salaries and Benefits

This section of the Budget Proposal may include only salaries, benefits and payroll deductions for direct frontline service staff, program supervision, and clinical supervision (if applicable).

Title/Position	Salary	Benefits	Total Cost	Funded from VSCP
1. Justice Support Worker	s.22			38,146
2. Justice Support Worker				40,077
3. Clinic Coordinator				0.00
4. Crisis Support Worker				21,142
5. Crisis Support Worker				10,181
6. Crisis Support Worker				38,460
7. Crisis Support Worker				16,767
8. Crisis Support Worker				8,993
9. Volunteer Coordinator				22,399
10. DCS Manager				23,251
11. DCS Manager clinic				0.00
12. Clinical Supervision				
TOTAL SALARIES AND BENEFITS	248,067	68,248	316,315	219,686

2. Program Delivery Costs

Eligible Expense Item	Total Cost	Funded from VSCP
Program-related rent/lease/mortgage	52,626	14,152
Program-related office supplies/software	4,000	1,120
Program-related travel	5,000	1,000
Utilities (heat, hydro, internet)	6,000	1,200
Phone (landline and/or cell)	19,393	3,879
Staff training and associated travel	2,800	560
Resource materials/printing costs	4,530	906
Volunteer appreciation/honorariums	1,600	320
Property maintenance	3,500	700
Memberships (specify):	120	120
Other program-related expenses (Please specify): Food	1,000	250
Clinic	20,000	
Computers	2,000	
Fund-raising for programs and overhead	61,507	

Total Program Delivery Costs	184,076	24,207
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3. Administration Costs

Eligible Expense Item	Total Cost	Funded from VSCP
Management salary/benefits	10,522	0
Administrative support wages/benefits	32,426	0
Administration-related rent/lease/mortgage	12,400	0
Administration-related utilities (heat, hydro, internet)	2,000	0
Bookkeeping/bank fees	6,000	0
Other administration costs (Please specify):		0
Management Clinic	18,631	0
Admin Clinic	26,564	0
VWTH Admin fees	4,000	0
Total Administration Costs	112,543	00.00

3. Total Program Expenditures

Expense Area	Total Cost	Funded from VSCP	% of Total from VSCP
Total salaries and benefits	316,315	219,686	.69
Total program delivery costs	184,076	24,207	.13
Total administration costs	112,543	0.00	.00
Total Program Expenditures	612,934	243,893	.40

PART IV: AUTHORIZATION

Before submitting the Program Application Form, the form must be signed by one or more authorized signing officers for the organization below. Please note that if the applicant is a "Society" (under BC's Societies Act), the signature of at least ONE Board Member is required.

As an authorized signing officer for the organization, I hereby certify that:

- a) I have reviewed the completed Program Application Form; and that
- b) all of the information provided in this Program Application Form, including all attachments, is accurate and correct to the best of my knowledge.

Authorized Signing Officer:

Signature: Makenna Rielly
Name (Print): Makenna Rielly
Title: Executive Director
Date: January 15, 2018

Board Member:

Signature: [Signature]
Name (Print): Kelly Branchi
Title: VSC Board of Directors - Co-Chair
Date: 15-1-18

FOR VICTIM SERVICES AND CRIME PREVENTION DIVISION USE ONLY

Approved By:

Program Manager: [Signature]
Signature: [Signature]
Date: March 15 / 2018

Comments / Notes:



3561 SHELBOURNE STREET
VICTORIA, BC V8P 4G8

CERTIFICATE OF INSURANCE

To: Victoria Women's Sexual Assault Centre Society Date: January 05, 2018
Attn: Makenna Riehlly Email: makennar@vsac.ca

Certificate Holder: **Ministry of Justice, Victim Services & Crime Prevention Division**

This will certify that Insurance as described hereunder has been arranged on behalf of the herein Named Insured and that such Insurance, at the date hereof, is in full force and effect.

Policy Effective Date December 30, 2017	Named Insured & Mailing Address Victoria Women's Sexual Assault Centre Society 201, 3060 Cedar Hill Road, Victoria, BC V8T3J5
Policy Expiry Date December 30, 2018	
Policy Number LMFI1328	Insurance Company Certain Underwriters at Lloyd's of London under Contract No. B0429BA1700391

Effective Date: December 30, 2017

Commercial General Liability

Limits

\$3,000,000

Inclusive limit each occurrence Bodily Injury / Property Damage

\$3,000,000

General Aggregate limit

\$2,000,000

Aggregate limit Products & Completed Operations

Tenants Legal Liability Broad Form

Including Non Owned Automobile Liability, Long Term Leased Automobiles Exclusion & Cross Liability.

Deductible

\$1,000

Bodily Injury / Property Damage each occurrence and Tenants Legal Liability

The following are hereby added to the within policy as ADDITIONAL INSURED(S):

Ministry of Justice, Victim Services & Crime Prevention Division, 302 - 815 Hornby St, Victoria, BC, V6Z 2E6

But only with respect to vicarious liability arising out of the operations of the Named Insured.

Conditions

As per Policy Terms, Conditions and Exclusions

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT

PAYABLE. The Insurance described above is subject to the limitations, exclusions and conditions contained in the policies. This Certificate is issued as a matter of information only and confers no rights on the holder and imposes no Liability on the Insurer.

Megson FitzPatrick Insurance Services

Authorized Representative

Modification Agreement

THIS MODIFICATION AGREEMENT dated for reference 22th day of May, 2018.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the
Minister of Public Safety and Solicitor General

Community Safety and Crime Prevention Branch
Victim Services and Crime Prevention Division
302 – 815 Hornby Street
Vancouver, BC V6Z 2E6
(the "Province")

AND:

Victoria Sexual Assault Centre Society
201-3060 Cedar Hill Road
Victoria BC, V8T 3J5
(the "Contractor")

BACKGROUND

- A. The parties entered into an agreement numbered **15092142-19** dated for reference **01st day of April 2018**, (the "Agreement").
- B. The Parties have agreed to modify the Agreement effective **01st of July, 2018**.

AGREEMENT

The parties agree as follows:



- 1. For Police-Based and Community-Based Victim Service Programs: That **Schedule A** is amended to include service hours per week as set out in the table below:

Program Type	New Service Hours/wk	Location
CBVS	117	Victoria

- 2. That "Schedule B – Terms and Conditions of Payment" is deleted in its entirety and replaced with "**Amended Schedule B – Terms and Conditions of Payment**" (attached).
- 3. That Schedule F Program Application April 1 2018-March 31 2019 – Part III Budget Proposal is deleted in its entirety and replaced with **Schedule F Revised Budget Proposal April 1, 2018 – March 31, 2019** (attached).

Modification Agreement

4. That "Schedule G – Quarter Statement of Operations is deleted in its entirety and replaced with "Amended Schedule G – Quarter Statement of Operations" (attached).
5. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED SIGNED on the <u>27</u> day of <u>July</u> , 2018 on behalf of the Province by its duly authorized representative: Duly Authorized Representative:  Signature Rosalind Currie Director, Community Programs Victim Services and Crime Prevention Division	SIGNED AND DELIVERED SIGNED on the <u>26</u> day of <u>July</u> , 2018 on behalf of the Contractor by its authorized signing officer: Authorized Signing Officer: **(Chair of the Board if the Contractor is a Society)  Signature <u>Julia Denley</u> Name <u>Co-Chair</u> Title
---	--

RECEIVED
JUL 27 2018

VICTIM SERVICES DIVISION
MINISTRY FOR PUBLIC SAFETY
AND SOLICITOR GENERAL

Modification Agreement

Amended Schedule B – Terms and Conditions of Payment

1. The Contractor will be paid an amount not exceeding \$260,849.00 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:

CBVS - \$260,849.00

- On April 15, 2018, the sum of \$60,973.28;
 - On July 15, 2018, the sum of \$66,625.24;
 - On October 15, 2018, the sum of \$66,625.24;
 - On January 15, 2019, the sum of \$66,625.24.
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.
 3. Economic Stability Dividend
 - The maximum aggregate (the "Contract Price") of this Agreement may be affected by the Economic Stability Dividend (ESD). The aggregate increase would equal the percentage of the ESD when it is announced. The ESD is expected to be no more than 1% maximum.
 - The ESD, if realized, is effective February 1st, 2019. The ESD would be prorated and applied for the period of February 1, 2019 to March 31, 2019.

Modification Agreement

Amended Schedule G – Quarterly Financial Report

SCHEDULE G – PROGRAM EXPENSE REPORT

Victim Services and Crime Prevention Division, Ministry of Public Safety and Solicitor General

Fiscal Year

Choose a fiscal year

Reporting Period: ☐ 1st Quarter (April 1 to June 31) ☐ 2nd Quarter (July 1 to September 30) ☐ 3rd Quarter (October 1 to December 31) ☐ 4th Quarter (January 1 to March 31)

Legal name of organization

Program Type

Choose a program type

Program Name

Contract #

15092

Click into green cells and press "F9" to update calculated fields, or Save and Close document and re-open.

Expense Category	Annual Budgeted Amount (See Schedule F of Terms Under Agreement)	Quarterly Budgeted Amount (1/4 of Annual Budgeted Amount)	Actual Expenditures, Current Quarter	Variance (Quarterly Budgeted Amount – Actual Expenditures, Current Quarter)	Actual Expenditures, Year to Date
Salaries and Benefits	\$	\$ 0.00	\$	\$ 0.00	\$
Program Delivery	\$	\$ 0.00	\$	\$ 0.00	\$
Program Administration	\$	\$ 0.00	\$	\$ 0.00	\$
TOTAL:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Explanation of Variances (Please explain any variances in the comments section provided below)

Salaries and Benefits	
Program Delivery	
Program Administration	

Modification Agreement

SCHEDULE G – PROGRAM EXPENSE REPORT

Please complete your budgeted and actual expenditures for the following specific line items.

Click into green cells and press "F9" to update calculated fields, or Save and Close document and re-open.

Line Item	Annual Budgeted Amount	Quarterly Budgeted Amount	Actual Expenses, Current Quarter	Variance	Actual Expenses, Year to Date
Program-related travel (Client service)	\$	\$ 0.00	\$	\$ 0.00	\$
Staff training & associated travel	\$	\$ 0.00	\$	\$ 0.00	\$
Management salary/benefits	\$	\$ 0.00	\$	\$ 0.00	\$

Contracted Service Hours per Week (See Schedule F)	Contracted Service Hours this Quarter (Hrs/Wk X 13)	Total Actual Service Hours this Quarter
Hrs/Wk	0	Hrs

☐ This report has been reviewed by executive-level management

Contact Name for Program Expense Report

Phone number of contact

Date report completed

For VSCP Use Only

To submit this report, please email to
VSPContracts@gov.bc.ca or fax to the
Victim Services and Crime Prevention
Division at 604-660-1635.

Schedule F

Revised Budget Proposal, April 1, 2018 to March 31, 2019

PART I: APPLICANT INFORMATION

A. APPLICANT CONTACT INFORMATION

Legal name of organization		
Victoria Sexual Assault Centre Society		
Name of contact		Title
Makenna Rielly		Executive Director
Phone #	Fax #	E-mail address
250.383.5545	250.383.6112	makennar@vsac.ca

PART II: PROGRAM INFORMATION

A. PROGRAM CONTACT INFORMATION (Please complete for each program)

Program type: ☐ PBVS ☒ CBVS ☐ CBVS-DVU ☐ STVC ☐ PEACE ☐ ORS ☐ Multi-ORS

Contract Number		Program Location (Community)
15092	15092142	Victoria

B. PROGRAM DELIVERY INFORMATION

NEW** Please enter the number of service hours for this program as specified in your organization's updated 2018-19 funding letter:

117	Hours per Week	(e.g. 35 hours per week)
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This section pertains only to the Victim Service Program or Violence Against Women Program funded by the Victim Services and Crime Prevention Division (VSCP), Ministry of Public Safety and Solicitor General – **DO NOT** include details of other programs administered by your organization.

1. What are the scheduled hours of operation of the program (not including on-call/stand-by hours)?

Day	Start Time	End Time	Day	Start Time	End Time
Monday	9	5	Friday	9	5
Tuesday	9	5	Saturday	Groups in evenings	
Wednesday	9	5	Sunday		
Thursday	9	5	Total Hours per Week		43-46 hrs

2. What are the on-call/stand-by hours of operation of the program?

Day	Start Time	End Time	Day	Start Time	End Time
Monday	5	9	Friday	5	9
Tuesday	5	9	Saturday	9	9
Wednesday	5	9	Sunday	9	9
Thursday	5	9	Total Hours per Week		128 hrs

PART III: REVISED BUDGET PROPOSAL

REVISED BUDGET PROPOSAL INSTRUCTIONS

1. For each program applied for, a separate Revised Budget Proposal must be completed.
2. For **Police-based Victim Service** programs that are cost-shared with municipality/regional district, the maximum "In-kind Contribution" amount that may be claimed for under "Municipal" or "Regional District" is 20% of cash. "In-kind contributions" include costs for facilities (e.g. rent, utilities and maintenance), telephone, fax, and office supplies, etc.
3. Your Revised Budget Proposal must be balanced and equal to the amount identified in your organization's updated 2018-19 funding letter.

A. PROGRAM REVENUE SOURCES

Program type: ☐ PBVS ☒ CBVS ☐ STVC ☐ PEACE ☐ ORS ☐ Multi-ORS

Revenue Source	Cash	In-kind Contribution	Total
Ministry of PSSG (From your funding letter)	260,849		260,849
Municipal government			
Regional District			
Applicant Organization			
Other Revenue Source (Please specify):			
Grants and Fundraising	352,085		352,085
Total from all revenue sources	612,934		612,934

B. PROGRAM EXPENSES

1. Salaries and Benefits

This section of the Revised Budget Proposal may include only salaries, benefits and payroll deductions for **direct frontline service staff, program supervision, and clinical supervision** (if applicable).

Title/Position	Salary	Benefits	Total Cost	Funded from PSSG
1. Justice Support Worker	s.22			46,030
2. Justice Support Worker				48,374
3. Clinic Coordinator				0.00
4. Crisis Support Worker				22,187
5. Crisis Support Worker				10,181
6. Crisis Support Worker				38,460
7. Crisis Support Worker				16,767
8. Crisis Support Worker				8,993
9. Volunteer Coordinator				22,399
10. DCS Manager				23,251
11. DCS Manager Clinic				0.00
TOTAL SALARIES AND BENEFITS	248,067	68,248	316,315	236,642

2. Program Delivery Costs

Eligible Expense Item	Total Cost	Funded from PSSG
Program-related rent/lease/mortgage		
Program-related rent/lease/mortgage	52,626	14,152
Program-related office supplies/software	4,000	1,120
Program-related travel	5,000	1,000
Utilities (heat, hydro, internet)	6,000	1,200
Phone (landline and/or cell)	19,393	3,879
Staff training and associated travel	2,800	560
Resource materials/printing costs	4,530	906
Volunteer appreciation/honorariums	1,600	320
Property maintenance	3,500	700
Memberships (specify):EVA		120
Other program-related expenses (Please specify):Food	1,000	250
Clinic	20,000	0

Computers	2,000	0
Fund-raising for programs and overhead	61,507	0
Total Program Delivery Costs	184,076	24,207

3. Administration Costs

Eligible Expense Item	Total Cost	Funded from PSSG
Management salary/benefits	10,522	0
Administrative support wages/benefits	32,426	0
Administration-related rent/lease/mortgage	12,400	0
Administration-related utilities (heat, hydro, internet)	2,000	0
Bookkeeping/bank fees	6,000	0
Other administration costs (Please specify):		0
Management Clinic	18,631	0
Administration Clinic	26,564	0
VWTH Admin	4,000	0
Total Administration Costs	112,543	00.00

3. Total Program Expenditures

Expense Area	Total Cost	Funded from PSSG	% of Total from PSSG
Total salaries and benefits	316,315	236,642	.75
Total program delivery costs	184,076	24,207	.13
Total administration costs	112,543	0.00	.00
Total Program Expenditures	612,934	260,849	.43

PART IV: AUTHORIZATION

Before submitting the Revised Budget Proposal form, the form must be signed by one or more authorized signing officers for the organization below. Please note that if the applicant is a "Society" (under BC's *Societies Act*), the signature of at least ONE Board Member is required.

As an authorized signing officer for the organization, I hereby certify that:

- a) I have reviewed the completed Revised Budget Proposal; and that
- b) all of the information provided in this Revised Budget Proposal, including all attachments, is accurate and complete to the best of my knowledge.

Authorized Signing Officer:

Signature: Makenna Rielly
Name (Print): Makenna Rielly
Title: Executive Director
Date: April 30, 2018

Board Member:

Signature: [Signature]
Name (Print): Sen Dillon
Title: Board Chair
Date: 26/4/18

FOR VICTIM SERVICES AND CRIME PREVENTION DIVISION USE ONLY

Approved By:

Program Manager: MARK WILLIAMS
Signature: [Signature]
Date: JUNE 22, 2018

Comments / Notes:

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF PUBLIC SAFETY AND SOLICITOR GENERAL**

TRANSFER UNDER AGREEMENT

THIS AGREEMENT dated for reference the **01st** day of **April**, 2018.

BETWEEN:

Victoria Sexual Assault Centre Society (the "Contractor") with the following specified address and fax number:

201- 3060 Cedar Hill Road
Victoria, BC V8T 3J5
Fax No.: 250-383-6112

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as 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 constituting 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, 2018 to June 30, 2018	On or before July 31, 2018
July 01, 2018 to September 30, 2018	On or before October 31, 2018
October 01, 2018 to December 31, 2018	On or before January 31, 2019
January 01, 2019 to March 31, 2019	On or before April 30, 2019

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, 2018 to September 30, 2018	On or before October 31, 2018
October 01, 2018 to March 31, 2019	On or before April 30, 2019

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 Contractor's 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.

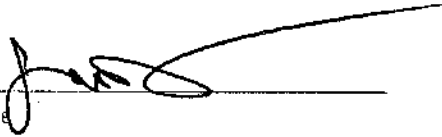
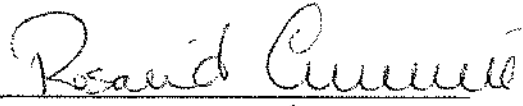

SECTION 24 - MISCELLANEOUS

- 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 <u>29</u> day of <u>March</u>, 2018 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> _____ Signature</p> <p><u>Sean Dillon</u> _____ Name</p> <p><u>Board Chair</u> _____ Title</p>	<p>SIGNED on the <u>5</u> day of <u>April</u>, 2018 on behalf of the Province by its duly authorized representative:</p> <p>Duly Authorized Representative:</p> <p> _____ Signature</p> <p> _____ Signature</p> <p>Rosalind Currie Director, Community Programs Victim Services and Crime Prevention Division</p>
--	--

RECEIVED

APR 05 2018

VICTIM SERVICES & CRIME PREVENTION DIVISION
MINISTRY OF PUBLIC SAFETY
AND SOLICITOR GENERAL

Schedule A - Stopping The Violence Counselling Program

STV Program

TERM: The term of this Agreement commences on **April 1, 2018** and ends on **March 31, 2019**.

PROGRAM DESCRIPTION

1. The Stopping the Violence Counselling Program provides individual and/or group counselling for Women who have experienced sexual assault, violence/abuse in relationships, or childhood abuse, and who:
 - (a) reside in **Victoria, BC**, and the surrounding area and as determined by the Contractor, serve women from outside this area; and
 - (b) are nineteen (19) years of age or older; or
 - (c) where no other suitable services are available, are leading an adult life style and are under 19 years of age ("Women").

SERVICES

2. The Contractor will deliver the Stopping the Violence Counselling Services (the "Services") specified in this Schedule during the period **April 1, 2018 to March 31, 2019**. In accordance with the Service Principles and Service Guidelines described in this Schedule, the Contractor will provide the following Services for Women:
 - (a) initially work with Women to identify the circumstances that have led them to seek or be referred to the Services, including mutually identifying the goals of counselling and the available service options;
 - (b) use an individual approach and/or a group approach, based on the needs of individual Women;
 - (c) when considered appropriate by the Contractor, and when there is mutual agreement between Women and the Contractor, the Contractor may refer Women to other related services, including clinical treatment;
 - (d) liaise with and make referrals to other local agencies providing related services, such as transition houses, victim assistance programs, alcohol and drug programs and mental health services;
 - (e) maintain records containing at a minimum, Women's basic assessment information notes, relevant session notes, termination summary notes and other data that may be specified by the Province;
 - (f) provide additional information, when requested by the Province; and provide the Services for **132 hours per week**.
3. When providing the Services the Contractor will:
 - (a) ensure every person involved with the provision of the Services under this Contract, including all persons employed in connection with providing the Services, are competent to perform the Services, adequately trained, fully instructed and supervised including counselling supervision, debriefing, peer support and case consultation, and (except for supervised practicum students) possess the following minimum qualifications:
 - (i) high school graduation plus a related post-secondary undergraduate degree or diploma; or
 - (ii) extensive work-related experience under qualified supervision and participation in related continuing education programs.

- (b) ensure, in addition to (a) above, that case consultants and counselling supervisors will possess the following qualifications:
 - (i) knowledgeable and skilled in feminist counselling and counselling supervision practices; and
 - (ii) experience in counselling Women who have experienced violence and trauma;
- (c) upon request from the Province from time to time, provide evidence satisfactory to the Province that the Contractor, its employees, and all personnel engaged by the Contractor, hold or have been issued all required licenses, certificates and memberships and that they are valid and subsisting and in good standing; and
- (d) at all times maintain a standard of care, skill and diligence in performance of the Services exercised and observed by persons engaged in the provision of services similar to the Services.

COUNSELLOR SUPPORT PLAN

- 4. The Counsellor Support Plan (the "Plan") identifies the support mechanisms provided by the Contractor to the Counsellors involved in the provision of the Services. The Plan must include, but is not limited to, peer support, debriefing, counselling supervision and case consultation.
- 5. The Contractor will develop, implement and maintain the Plan in accordance with paragraphs three (3) and four (4) of this Schedule, and the Counsellor Support Plan criteria established by the Province and provided by the Province to the Contractor.
- 6. Where changes in staff occur or other relevant changes to the Plan are required, the Contractor will revise the Plan through a collaborative process with Counsellors involved in the provision of the Services and re-submit the Plan to the Province.

SERVICE PRINCIPLES

- 7. When providing the Services, the Contractor will focus on Women's needs and will consider:
 - (a) the individual situation, perspective and needs of Women; and
 - (b) the safety of Women and children as more important than keeping families together.
- 8. When providing the Services, the Contractor will use the knowledge:
 - (a) of power imbalances in our society that lead to women being exposed to abuse or violence;
 - (b) of the impact and dynamics of abuse and violence; and
 - (c) that perpetrators are responsible for their actions.

SERVICE GUIDELINES

- 9. When providing the Services, the Contractor will:
 - (a) comply with the aim of accessibility for all Women including aboriginal women, women with disabilities, immigrant women, women of colour, lesbians, sex trade workers, older women, poor women and isolated women;
 - (b) provide the Services in a flexible manner which goes beyond emotional support, but does not include clinical treatment;
 - (c) facilitate Women's understanding of the emotional and psychological impact of the trauma resulting from abusive or violent experiences;
 - (d) focus on the specific behaviour, emotional, cognitive and physical consequences of the abuse or violence;

- (e) explore past and present coping strategies, foster development and strengthening of personal coping skills;
- (f) address issues, including but not limited to, depression; self-esteem, social, cultural and economic values; and any issue that may hinder recovery or promote powerlessness, recurrence, or dependency;
- (g) facilitate Women's understanding of how the power imbalances in society's political, social, cultural, religious and economic institutions influence relationships with self and others;
- (h) provide the Services for a reasonably limited period of time, based on the requirements of individual Women;
- (i) carry out the Services in a manner that will not constitute clinical treatment, create an undue situation of dependency on the Contractor or Counsellor, or limit the availability of the Services to other Women;
- (j) ensure that Women are entitled to independence from the religious, political, social beliefs or affiliations of the Contractor, its employees and volunteers;
- (k) provide an atmosphere and location that aims to ensure the personal and physical safety of Women and the Contractor's employees and volunteers;
- (l) maintain operational policies to protect Women and the Contractor's employees and volunteers from sexual and racial harassment during the provision of the Services; and
- (m) ensure that every person involved with the provision of the Services under this Contract sign a confidentiality agreement in a form and content satisfactory to the Province. The Contractor will provide a copy of this confidentiality agreement to the Province upon request.

REPORTS

10. The Contractor will submit to the Province:

Monthly data collection form on the Services (the "Report Template") in a form specified by the Province. The form must be postmarked or submitted no later than the 10th of the month following the month that is being reported.

Schedule B – Terms and Conditions of Payment

1. The Contractor will be paid an amount not exceeding **\$336,151.96** 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 2018 – 2019 - STV - \$336,151.96

- On April 15, 2018, the sum of **\$84,037.99**;
 - On July 15, 2018, the sum of **\$84,037.99**;
 - On October 15, 2018, the sum of **\$84,037.99**;
 - On January 15, 2019, the sum of **\$84,037.99**.
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

1. Documents

Upon the Province's request, the Contractor will provide the following:

- (a) Board of Directors – a current list of all directors, including contact information for each director
- (b) *Workers Compensation Act* – proof of workers compensation coverage under the Act
- (c) Job Descriptions
- (d) Other documents as requested by the Province

Schedule G – Quarterly Statement of Operations

Violence Against Women Program

Contractor: _____

Contract Number: _____

Program Name: _____

Contact Name: _____

Fiscal 2018 – 2019

☐ Quarter 1: April 01 - June 30, 2018

☐ Quarter 3: October 01 - December 31, 2018

☐ Quarter 2: July 01 - September 30, 2018

☐ Quarter 4: January 01 - March 31, 2019

	1		2	3	4	5 = (4-3)
Revenue	Current Quarter		Year to Date	Fiscal Year-End Forecast	Approved Budget	Variance
	Amount		Amount			
Provincial - Victim Services and Crime Prevention Division						
Expenditures	Current Quarter		Year to Date			
	Hours	Amount	Amount			
Salaries and Benefits						
Total Salaries and Benefits						
Violence Against Women Program Delivery Expenditures						
Facilities (i.e. Rent, utilities, maintenance)						
Resource Materials						
Program Delivery Related Travel						
Volunteer Appreciation						
Office supplies						
Promotion / Outreach						
Telephone / Fax / Internet						

Cellular Phone					
Memberships					
Training and Development					
Other (specify):					
Total Program Delivery Costs					
Administration Expenditures					
Facilities (i.e. Rent, utilities, maintenance)					
Management / Administrative Support Wages					
Bookkeeping / Audit					
Other (specify):					
Total Administration Expenditures					
Total Expenditures					
Excess of revenues over expenditures					

Note: Please report on revenues and expenditures directly funded by the Province only. A separate Statement of Operations must be completed for each program type operated by the agency.

COMPLETED BY: _____

SIGNATURE: _____

DATE: _____

Executive Director / Signing Authority:

COMPLETED BY: _____

SIGNATURE: _____

DATE: _____

Note:

1. Please complete a separate Quarterly Statement of Operations Report for each program type
2. Please e-mail a signed copy to VSPContracts@gov.bc.ca or fax a signed copy to Victim Services and Crime Prevention Division at: 604-660-1635.

Schedule H – Semi-Annual Report

Contractor: _____

Contract Number: _____

Reporting Period:

Fiscal 2018 – 2019

☐ April 01, 2018 – September 30, 2018

☐ October 01, 2018 – March 31, 2019

Program Type:

☐ Police Based Victim Services

☐ Community-Based Victim Services

☐ Program for Children and Youth Experience Violence

☐ Stopping the Violence Counselling

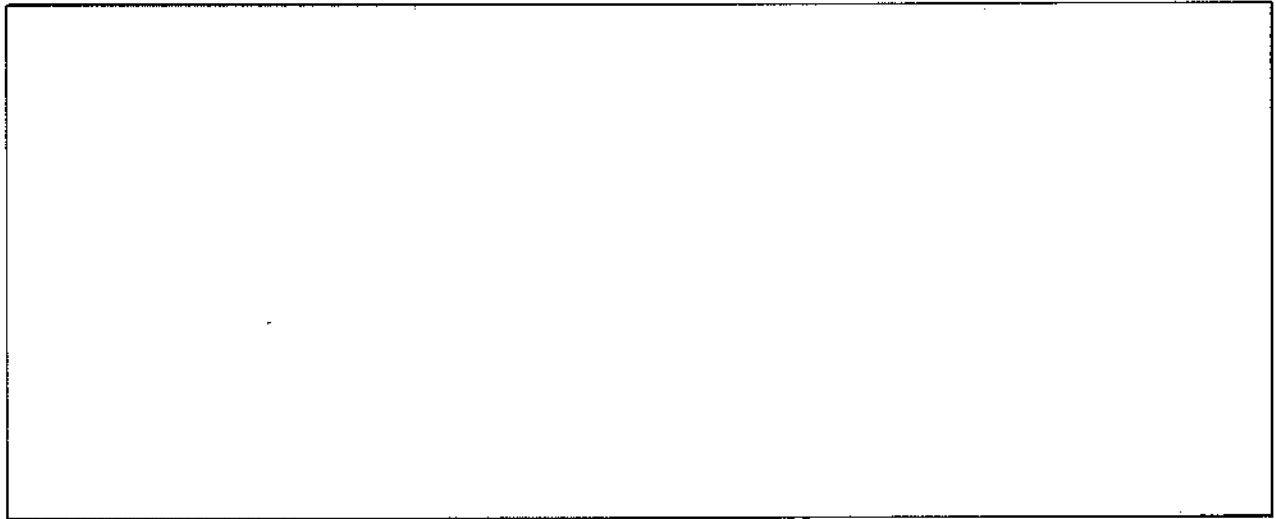
☐ Outreach Services

☐ Multicultural Outreach Services

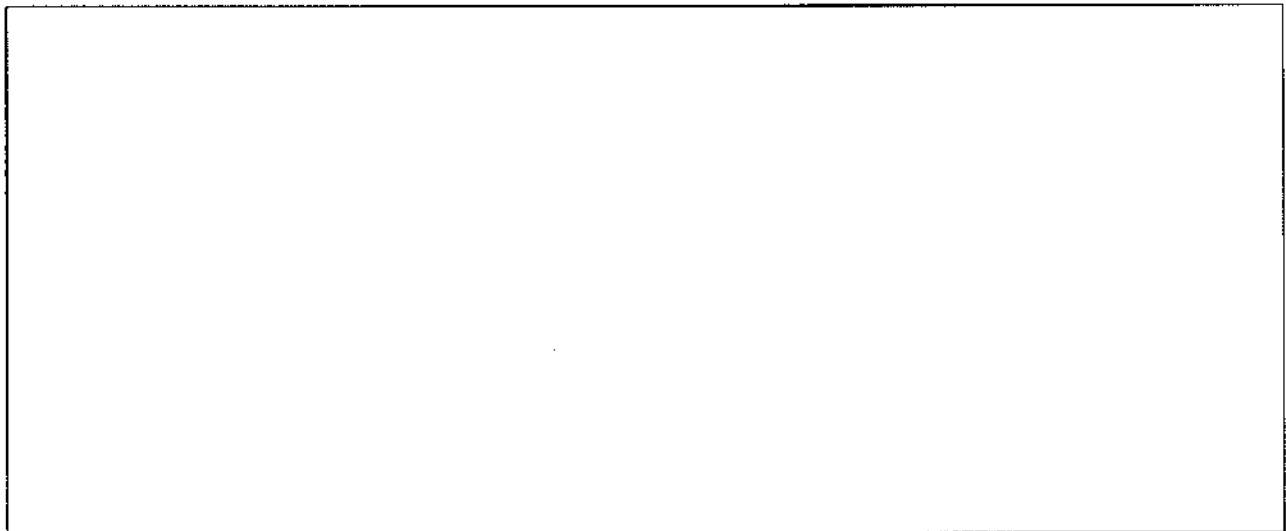
Please complete the following questions as they relate to the reporting period identified. The information you provide helps Victim Services and Crime Prevention Division, Ministry of Public Safety and Solicitor General with a better understanding of program activities, and service delivery issues.

1. Thinking about the clients served by your program, please describe any unmet needs, challenges, gaps in services and/or particular trends during the reporting period:

2. Please describe how you have engaged with the community to share information about the services available through your program during the reporting period (i.e. meetings with other service providers, meetings with other justice system personnel, information sessions, etc.)?



3. Provide any additional comments you may have:



Program Staff Personnel:

COMPLETED BY:

SIGNATURE:

DATE:

Executive Director / Signing Authority:

REVIEWED BY:

SIGNATURE:

DATE:

Note:

1. Please complete a separate Semi-Annual Report for each program type.
2. Please e-mail a signed copy to VSPContracts@gov.bc.ca or fax a signed copy to *Victim Services and Crime Prevention Division* at: 604-660-1635.

Schedule F

Program Application, April 1, 2018 to March 31, 2019

PART I: APPLICANT INFORMATION

A. APPLICANT CONTACT INFORMATION

Legal name of organization Victoria Sexual Assault Centre Society ✓			
Street address	City/Town	Province	Postal code
201 3060 Cedar Hill Road ✓	Victoria	BC	V8T 3J5 ✓
Mailing address (if different from above)	City/Town	Province	Postal code
Phone #	Fax #	E-mail address	
250.383.5545 ✓	250.383.6112 ✓	makennar@vsac.ca ✓	

Executive Contact (main point of contact with legal signing authority)

Name of contact		Title	
Makenna Rielly ✓		Executive Director ✓	
Mailing address (if different from above)	City/Town	Province	Postal code
Phone #	Fax #	E-mail address	
250.383.5545 x 168 ✓	250.383.6112 ✓	makennar@vsac.ca ✓	

Board Contact (for societies only)

Name of contact		Title	
Sean Dhillon and Kelly Branchi ✓		Co-chairs ✓	
Mailing address (if different from above)	City/Town	Province	Postal code
Phone #	Fax #	E-mail address	
250.383.5545 ✓	250.383.6112 ✓	s.22 ✓	

B. APPLICANT ADMINISTRATIVE INFORMATION

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

- | | | |
|--|---|-----------------------------|
| a) <i>Employment Standards Act</i> of BC? | <input checked="" type="checkbox"/> Yes ✓ | <input type="checkbox"/> No |
| b) BC's <i>Human Rights Code</i> ? | <input checked="" type="checkbox"/> Yes ✓ | <input type="checkbox"/> No |
| c) <i>Worker's Compensation Act</i> (WorkSafe BC)? | <input checked="" type="checkbox"/> Yes ✓ | <input type="checkbox"/> No |

2. Are the staff of the program for which you are applying unionized? ☒ Yes / ☐ No

If "Yes", please specify union (i.e. CUPE): BCGEU /

3. Is your organization a member of the Community Social Services Employers Association of BC (CSSEA)? ☒ Member / ☐ Associate member ☐ Non-member

4. Are any of your program staff sub-contracted to provide services? ☐ Yes ☒ No /

If "Yes", please list the names of sub-contracted staff or the business name:

FOR SOCIETIES ONLY:

4. Annual Report

Include with your organization's program application a copy of your Society's current Annual Report, or minutes from the last Annual General Meeting.

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 the certificate to the Province as quickly as possible.

Please refer to **Appendix A – Master Insurance Program** of the program application form. 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

A. PROGRAM CONTACT INFORMATION (Please complete for each program)

Program type: ☐ PBVS ☐ CBVS ☒ STVC ☐ PEACE ☐ ORS ☐ Multi-ORS

Program location (Community)		Service area (If different from community)	
Street address	City/Town	Province	Postal code
201 3060 Cedar Hill Road	Victoria	BC	V8T 3J5
(Street address not required if program is located in a transition house or safe home)			
Mailing address (if different from above)	City/Town	Province	Postal code
Phone #	Fax #	E-mail address	
250.383.5545	250.383.6112		

Program Contact (main contact for program delivery matters) ☐ Same as executive contact (PART I)

Name of contact		Title	
Linda Amy		Direct Client Services Manager	
Mailing address (if different from above)	City/Town	Province	Postal code
Phone #	Fax #	E-mail address	
250.383.5545	250.383.6112	linda@vsac.ca	

Names of all additional paid program staff:

Name	Title	E-mail address
Nadia Khan	STV Counsellor	nadiak@vsac.ca
Jude Marleau	STV Counsellor	judem@vsac.ca
Paula Murphy	STV Counsellor	paulam@vsac.ca
Barb Peck	STV Counsellor	barbp@vsac.ca
Amanda Lynn Holderson	STV Counsellor	amandah@vsac.ca
Dr. Lili Rosenberg	Clinical Consultant	lilliruthrosenberg@gmail.com

For Police-based Victim Service programs only

Police Detachment/Department Supervisor (if different from Program Contact above)

Name of contact		Title	
Mailing address (if different from above)	City/Town	Province	Postal code
Phone #	Fax #	E-mail address	

B. PROGRAM DELIVERY INFORMATION

This section pertains only to the Victim Service Program or Violence Against Women Program funded by the Victim Services and Crime Prevention Division (VSCP), Ministry of Public Safety and Solicitor General -- **DO NOT** include details of other programs administered by your organization.

1. What are the scheduled hours of operation of the program (not including on-call/stand-by hours)?

Day	Start Time	End Time	Day	Start Time	End Time
Monday	9	8	Friday	9	8
Tuesday	9	8	Saturday		
Wednesday	9	8	Sunday		
Thursday	9	8	Total Hours per Week		55 hrs

2. What are the on-call/stand-by hours of operation of the program?

Day	Start Time	End Time	Day	Start Time	End Time
Monday			Friday		
Tuesday			Saturday		
Wednesday			Sunday		
Thursday			Total Hours per Week		0 hrs

3. Job Titles, Hours and Pay (Full-time and regular part-time staff only)

Please list all staff titles, base hourly wage rates and approximate number of hours per week for each program position. Please include Clinical Supervision staff or contractor if applicable.

Title/Position	Base Hourly Wage (a)	Hours per Week (b)	Annual Salary {=(a) x (b) x 52}
STV Counsellor	s.22		
STV Counsellor			
STV Counsellor			
STV Counsellor			
STV Counsellor			
Clinical Consultant			
Clinical Supervisor/Manager			
Totals		151 hrs	271,770

3. For Violence Against Women Programs only

Please enter the number of service hours indicated in the attached cover letter for this program:

132 hours per week (e.g. 35 hours per wk, or 70 hours per mo)

PART III: BUDGET PROPOSAL

BUDGET PROPOSAL INSTRUCTIONS

1. For each program applied for, a separate Budget Proposal must be completed.
2. Ministry guidelines require that **Police-based** and **Community-based Victim Service** programs are to allocate at least 80% of provincial funding towards "Salaries and Benefits" for direct service delivery and direct program supervision costs (Section B1 of the Budget Proposal).
3. For **Police-based Victim Service** programs that are cost-shared with municipality/regional district, the maximum "**In-kind Contribution**" amount that may be claimed for under "Municipal" or "Regional District" is 20% of cash. "In-kind contributions" include costs for facilities (e.g. rent, utilities and maintenance), telephone, fax, and office supplies, etc.
4. For **Violence Against Women Programs** (STV Counselling, PEACE, and Outreach programs), your budget should confirm that you are providing the **number of service hours** as stated in your contract.
5. Your **Budget Proposal must be balanced** and equal to the amount identified in your Program Application Cover Letter.

A. PROGRAM REVENUE SOURCES

Program type: ☐ PBVS ☐ CBVS ☒ STVC / ☐ PEACE ☐ ORS ☐ Multi-ORS

Revenue Source	Cash	In-kind Contribution	Total
Ministry of PSSG-VSCP	336,152		336,152
Municipal government			
Regional District			
Applicant Organization			
Other Revenue Source (Please specify):			
Grants and fundraising	184,466		184,466
Total from all revenue sources	520,618		520,618

B. PROGRAM EXPENSES

1. Salaries and Benefits

This section of the Budget Proposal may include only salaries, benefits and payroll deductions for direct frontline service staff, program supervision, and clinical supervision (if applicable).

Title/Position	Salary	Benefits	Total Cost	Funded from VSCP
	s.22			
1. STV Counsellor				56,086
2. STV Counsellor				57,334
3. STV Counsellor				69,520
4. STV Counsellor				37,307
5. STV Counsellor				30,007
6. Clinical Supervisor				12,000
7. DCS Manager				33,081
Total Salaries and Benefits	271,770	69,726	341,496	295,335

2. Program Delivery Costs

Eligible Expense Item	Total Cost	Funded from VSCP
Program-related rent/lease/mortgage	40,340	20,012
Program-related office supplies/software	3,000	2,500
Program-related travel	3,000	1,500
Utilities (heat, hydro, internet)	4,800	2,400
Phone (landline and/or cell)	16,840	8,420
Staff training and associated travel	1,800	900
Resource materials/printing costs	3,330	1,665
Volunteer appreciation/honorariums	1,200	600
Property maintenance	2,400	1,200
Memberships (specify): eva	120	120
Other program-related expenses (Please specify):		
Fundraising general expense	30,744	0.00
DCS Food	1,000	500
Computers	2,000	1,000
Total Program Delivery Costs	110,574	40,817

3. Administration Costs

Eligible Expense Item	Total Cost	Funded from VSCP
Management salary/benefits	10,522	0
Administrative support wages/benefits	32,426	0
Administration-related rent/lease/mortgage	12,400	0
Administration-related utilities (heat, hydro, internet)	2,000	0
Bookkeeping/bank fees	4,200	0
Other administration costs (Please specify):		
VWTH fees	7,000	0
Total Administration Costs	68,548	0.00

3. Total Program Expenditures

Expense Area	Total Cost	Funded from VSCP	% of Total from VSCP
Total salaries and benefits	341,496	295,335	.86
Total program delivery costs	110,574	40,817	.37
Total administration costs	68,548	0.00	0.00
Total Program Expenditures	520,618	336,152	.64

PART IV: AUTHORIZATION

Before submitting the Program Application Form, the form must be signed by one or more authorized signing officers for the organization below. Please note that if the applicant is a "Society" (under BC's Societies Act), the signature of at least ONE Board Member is required.

As an authorized signing officer for the organization, I hereby certify that:

- a) I have reviewed the completed Program Application Form; and that
- b) all of the information provided in this Program Application Form, including all attachments, is accurate and correct to the best of my knowledge.

Authorized Signing Officer:

Signature: Makenna Rielly
Name (Print): Makenna Rielly
Title: Executive Director
Date: January 15, 2018

Board Member:

Signature: [Signature]
Name (Print): Kelly Branchi
Title: VSAC Board of Directors - Co-Chair
Date: 15.1.18

FOR VICTIM SERVICES AND CRIME PREVENTION DIVISION USE ONLY

Approved By:

Program Manager: Anna R.
Signature: [Signature]
Date: Feb 12 / 2018

Comments / Notes:



3561 SHELBOURNE STREET
VICTORIA, BC V8P 4G8

CERTIFICATE OF INSURANCE

To: Victoria Women's Sexual Assault Centre Society Date: January 05, 2018
Attn: Makenna Rielly Email: makennar@vsac.ca

Certificate Holder: Ministry of Justice, Victim Services & Crime Prevention Division

This will certify that Insurance as described hereunder has been arranged on behalf of the herein Named Insured and that such Insurance, at the date hereof, is in full force and effect.

Policy Effective Date December 30, 2017	Named Insured & Mailing Address Victoria Women's Sexual Assault Centre Society 201, 3060 Cedar Hill Road, Victoria, BC V8T3J5
Policy Expiry Date December 30, 2018	
Policy Number LMF11328	Insurance Company Certain Underwriters at Lloyd's of London under Contract No. B0429BA1700391

Effective Date: December 30, 2017

Commercial General Liability

Limits

\$3,000,000

Inclusive limit each occurrence Bodily Injury / Property Damage

\$3,000,000

General Aggregate limit

\$2,000,000

Aggregate limit Products & Completed Operations

Tenants Legal Liability Broad Form

Including Non Owned Automobile Liability, Long Term Leased Automobiles Exclusion & Cross Liability.

Deductible

\$1,000

Bodily Injury / Property Damage each occurrence and Tenants Legal Liability

The following are hereby added to the within policy as ADDITIONAL INSURED(S):

Ministry of Justice, Victim Services & Crime Prevention Division, 302 - 815 Hornby St, Victoria, BC, V6Z 2E6

But only with respect to vicarious liability arising out of the operations of the Named Insured.

Conditions

As per Policy Terms, Conditions and Exclusions

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT

PAYABLE. The Insurance described above is subject to the limitations, exclusions and conditions contained in the policies. This Certificate is issued as a matter of information only and confers no rights on the holder and imposes no Liability on the Insurer.

Megson FitzPatrick Insurance Services

Authorized Representative

Modification Agreement

THIS MODIFICATION AGREEMENT dated for reference 22th day of May, 2018.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the
Minister of Public Safety and Solicitor General

Community Safety and Crime Prevention Branch
Victim Services and Crime Prevention Division
302 – 815 Hornby Street
Vancouver, BC V6Z 2E6
(the "Province")

AND:

Victoria Sexual Assault Centre Society
201-3060 Cedar Hill Road
Victoria BC, V8T 3J5
(the "Contractor")

BACKGROUND

- A. The parties entered into an agreement numbered 15092V0032-19 dated for reference 01st day of April 2018, (the "Agreement").
- B. The Parties have agreed to modify the Agreement effective 01st of July, 2018.

AGREEMENT

The parties agree as follows:

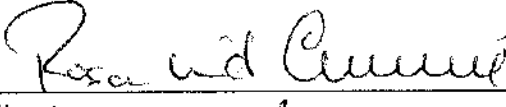

1. For Violence Against Women Programs: That Schedule A — SERVICES - 2. (e) providing the service hours are deleted in its entirety and replaced with the new service hours per week as set out in the table below:

Program Type	New Service Hours/wk	Location
STVC	137.5	Victoria

2. That "Schedule B – Terms and Conditions of Payment" is deleted in its entirety and replaced with "Amended Schedule B – Terms and Conditions of Payment" (attached).

Modification Agreement

3. That Schedule F Program Application April 1 2018-March 31 2019 – Part III Budget Proposal is deleted in its entirety and replaced with **Schedule F Revised Budget Proposal April, 1 2018 – March 31, 2019** (attached).
4. That "Schedule G – Quarter Statement of Operations is deleted in its entirety and replaced with **"Amended Schedule G – Quarter Statement of Operations"** (attached).
5. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED SIGNED on the <u>19</u> day of <u>June</u> , 2018 on behalf of the Province by its duly authorized representative: Duly Authorized Representative:  _____ Signature Rosalind Currie Director, Community Programs Victim Services and Crime Prevention Division	SIGNED AND DELIVERED SIGNED on the _____ day of _____, 2018 on behalf of the Contractor by its authorized signing officer: Authorized Signing Officer: **(Chair of the Board if the Contractor is a Society)  _____ Signature Sean Dhillon _____ Name Chair _____ Title
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RECEIVED
JUN 15 2018

VICTIM SERVICES DIVISION
MINISTRY FOR PUBLIC SAFETY
AND SOLICITOR GENERAL

Modification Agreement

Amended Schedule B – Terms and Conditions of Payment

1. The Contractor will be paid an amount not exceeding **\$351,299.00** 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 2018 – 2019 - STV - \$351,299.00

- On April 15, 2018, the sum of \$84,037.99;
 - On July 15, 2018, the sum of \$89,087.00;
 - On October 15, 2018, the sum of \$89,087.00;
 - On January 15, 2019, the sum of \$89,087.01.
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.
 3. Economic Stability Dividend
 - The maximum aggregate (the "Contract Price") of this Agreement may be affected by the Economic Stability Dividend (ESD). The aggregate increase would equal the percentage of the ESD when it is announced. The ESD is expected to be no more than 1% maximum.
 - The ESD, if realized, is effective February 1st, 2019. The ESD would be prorated and applied for the period of February 1, 2019 to March 31, 2019.

Modification Agreement

Amended Schedule G -- Quarterly Financial Report

SCHEDULE G -- PROGRAM EXPENSE REPORT

Victim Services and Crime Prevention Division, Ministry of Public Safety and Solicitor General

Fiscal Year

Choose a fiscal year

Reporting Period: ☐ 1st Quarter (April 1 to June 31) ☐ 2nd Quarter (July 1 to September 30) ☐ 3rd Quarter (October 1 to December 31) ☐ 4th Quarter (January 1 to March 31)

Legal name of organization

Program Type

Choose a program type

Program Name

Contract #

15092

Click into green cells and press "F9" to update calculated fields, or Save and Close document and re-open.

Expense Category	Annual Budgeted Amount (See Schedule F of Terms Under Agreement)	Quarterly Budgeted Amount (1/4 of Annual Budgeted Amount)	Actual Expenditures, Current Quarter	Variance (Quarterly Budgeted Amount - Actual Expenditures, Current Quarter)	Actual Expenditures, Year to Date
Salaries and Benefits	\$	\$ 0.00	\$	\$ 0.00	\$
Program Delivery	\$	\$ 0.00	\$	\$ 0.00	\$
Program Administration	\$	\$ 0.00	\$	\$ 0.00	\$
TOTAL:	\$	\$ 0.00	\$	\$ 0.00	\$ 0.00

Explanation of Variances (Please explain any variances in the comments section provided below)

Salaries and Benefits	
Program Delivery	
Program Administration	

Modification Agreement

SCHEDULE G – PROGRAM EXPENSE REPORT

Please complete your budgeted and actual expenditures for the following specific line items.

Click into **green cells** and press "F9" to update calculated fields, or Save and Close document and re-open.

Line Item	Annual Budgeted Amount	Quarterly Budgeted Amount	Actual Expenses, Current Quarter	Variance	Actual Expenses, Year to Date
Program-related travel (Client service)	\$	\$ 0.00	\$	\$ 0.00	\$
Staff training & associated travel	\$	\$ 0.00	\$	\$ 0.00	\$
Management salary/benefits	\$	\$ 0.00	\$	\$ 0.00	\$

Contracted Service Hours per Week (See Schedule F)	Contracted Service Hours this Quarter (Hrs/Wk X 13)	Total Actual Service Hours this Quarter
Hrs/Wk	0 Hrs	Hrs

☐ This report has been reviewed by executive-level management

Contact Name for Program Expense Report

Phone number of contact

Date report completed

For VSCP Use Only

To submit this report, please email to
VSPContracts@gov.bc.ca or fax to the
Victim Services and Crime Prevention
Division at 604-660-1635.

Schedule F

Revised Budget Proposal, April 1, 2018 to March 31, 2019

PART I: APPLICANT INFORMATION

A. APPLICANT CONTACT INFORMATION

Legal name of organization		
Victoria Sexual Assault Centre Society		
Name of contact		Title
Makenna Rielly		Executive Director
Phone #	Fax #	E-mail address
250.383.5545		Makennar@vsac.ca

PART II: PROGRAM INFORMATION

A. PROGRAM CONTACT INFORMATION (Please complete for each program)

Program type: ☐ PBVS ☐ CBVS ☐ CBVS-DVU ☒ STVC ☐ PEACE ☐ ORS ☐ Multi-ORS

Contract Number		Program Location (Community)	
15092	15092V0032	-19	Victoria

B. PROGRAM DELIVERY INFORMATION

NEW** Please enter the number of service hours for this program as specified in your organization's updated 2018-19 funding letter:

137.5	Hours per Week	(e.g. 35 hours per week)
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This section pertains only to the Victim Service Program or Violence Against Women Program funded by the Victim Services and Crime Prevention Division (VSCP), Ministry of Public Safety and Solicitor General – **DO NOT** include details of other programs administered by your organization.

1. What are the scheduled hours of operation of the program (not including on-call/stand-by hours)?

Day	Start Time	End Time	Day	Start Time	End Time
Monday	9	8	Friday	9	8
Tuesday	9	8	Saturday		
Wednesday	9	8	Sunday		
Thursday	9	8	Total Hours per Week		55 hrs

PART III: REVISED BUDGET PROPOSAL

REVISED BUDGET PROPOSAL INSTRUCTIONS

1. For each program applied for, a separate Revised Budget Proposal must be completed.
2. For **Police-based Victim Service** programs that are cost-shared with municipality/regional district, the maximum "In-kind Contribution" amount that may be claimed for under "Municipal" or "Regional District" is 20% of cash. "In-kind contributions" include costs for facilities (e.g. rent, utilities and maintenance), telephone, fax, and office supplies, etc.
3. Your Revised Budget Proposal must be balanced and equal to the amount identified in your organization's updated 2018-19 funding letter.

A. PROGRAM REVENUE SOURCES

Program type: ☐ PBVS ☐ CBVS ☒ STVC ☐ PEACE ☐ ORS ☐ Multi-ORS

Revenue Source	Cash	In-kind Contribution	Total
Ministry of PSSG (From your funding letter)	351,299		351,299
Municipal government			
Regional District			
Applicant Organization			
Other Revenue Source (Please specify):			
Grants and fundraising	169,319		169,319
Total from all revenue sources	520,618		520,618

B. PROGRAM EXPENSES

1. Salaries and Benefits

This section of the Revised Budget Proposal may include only salaries, benefits and payroll deductions for **direct frontline service staff, program supervision, and clinical supervision** (if applicable).

Title/Position	Salary	Benefits	Total Cost	Funded from PSSG
s.22				
1. STV Counsellor				56,086
2. STV Counsellor				57,334
3. STV Counsellor				69,520
4. STV Counsellor				37,307
5. STV Counsellor				30,007
6. Clinical Supervisor				14,000
7. DCS Manager				33,081
Total Salaries and Benefits	271,770	69,726	341,496	297,335

2. Program Delivery Costs

Eligible Expense Item	Total Cost	Funded from PSSG
Program-related rent/lease/mortgage		
Program-related rent/lease/mortgage	40,340	30,012
Program-related office supplies/software	3,000	3,000
Program-related travel	3,000	3,000
Utilities (heat, hydro, internet)	4,800	2,400
Phone (landline and/or cell)	16,840	9,567
Staff training and associated travel	1,800	900
Resource materials/printing costs	3,330	1,665
Volunteer appreciation/honorariums	1,200	600
Property maintenance	2,400	1,200
Memberships (specify):EVA BC	120	120
Other program-related expenses (Please specify):		
Fundraising general expense	30,744	0.00
DCS Food	1,000	500
Computers	2,000	1,000

Total Program Delivery Costs	110,574	53,964
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3. Administration Costs

Eligible Expense Item	Total Cost	Funded from PSSG
Management salary/benefits		
Management salary/benefits	10,522	0
Administrative support wages/benefits	32,426	0
Administration-related rent/lease/mortgage	12,400	0
Administration-related utilities (heat, hydro, internet)	2,000	0
Bookkeeping/bank fees	4,200	0
Other administration costs (Please specify):		
VWTH fees	7,000	0
Total Administration Costs	68,548	0.00

3. Total Program Expenditures

Expense Area	Total Cost	Funded from PSSG	% of Total from PSSG
Total salaries and benefits	341,496	297,335	.87 84%
Total program delivery costs	110,574	53,964	.49 15%
Total administration costs	68,548	0.00	0.00
Total Program Expenditures	520,618	351,299	.87 100%

PART IV: AUTHORIZATION

Before submitting the Revised Budget Proposal form, the form must be signed by one or more authorized signing officers for the organization below. Please note that if the applicant is a "Society" (under BC's *Societies Act*), the signature of at least ONE Board Member is required.

As an authorized signing officer for the organization, I hereby certify that:

- a) I have reviewed the completed Revised Budget Proposal; and that
- b) all of the information provided in this Revised Budget Proposal, including all attachments, is accurate and complete to the best of my knowledge.

Authorized Signing Officer:

Signature: Makenna Rielly
Name (Print): Makenna Rielly
Title: Executive Director
Date: April 30, 2018

Board Member:

Signature: [Signature]
Name (Print): Sean Dhillon
Title: Board Chair
Date: 26/4/18

FOR VICTIM SERVICES AND CRIME PREVENTION DIVISION USE ONLY

Approved By:

Program Manager: [Signature]
Signature: [Signature]
Date: May 16/18

Comments / Notes:
