

**PROVINCE OF BRITISH COLUMBIA  
MINISTRY OF JUSTICE**

**TRANSFER UNDER AGREEMENT**

THIS AGREEMENT dated for reference the 01st day of April, 2015.

**BETWEEN:**

**Family Services of Greater Vancouver** (the "Contractor") with the following specified address and fax number:

321-6th Street, 3rd Floor  
New Westminster, BC V3L 3A7  
Fax No.: 604-524-9455

**AND:**

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

**Victim Services and Crime Prevention Division**  
Community Safety and Crime Prevention Branch  
Ministry of Justice  
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 8 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 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 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, 2015 to June 30, 2015	On or before July 31, 2015
July 01, 2015 to September 30, 2015	On or before October 31, 2015
October 01, 2015 to December 31, 2015	On or before January 31, 2016
January 01, 2016 to March 31, 2016	On or before April 30, 2016

- 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, 2015 to September 30, 2015	On or before October 31, 2015
October 01, 2015 to March 31, 2016	On or before April 30, 2016

## 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.

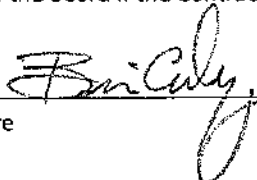
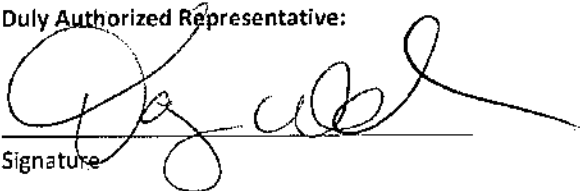
## **SECTION 24 - MISCELLANEOUS**

- 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>4<sup>TH</sup></u> day of <u>JUNE</u>, 2015 on behalf of the Contractor by its authorized signing officer:</p> <p><b>Authorized Signing Officer:</b> (Chair of the Board if the Contractor is a Society)</p> <p> _____ Signature</p> <p><u>BRIAN C. DEMUY</u> _____ Name</p> <p><u>BOARD CHAIR</u> _____ Title</p>	<p>SIGNED on the <u>11</u> day of <u>June</u>, 2015 on behalf of the Province by its duly authorized representative:</p> <p><b>Duly Authorized Representative:</b></p> <p> _____ Signature</p> <p>Taryn Walsh Executive Director Victim Services and Crime Prevention Division</p>
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**Schedule A5 - VANCOUVER PPMU (Provincial Protective Measures Unit)  
Domestic Violence Unit – Community- Based with Police-Based in Service Area**

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**A. Term:** The term of this Agreement commences on April 1, 2015 and ends on March 31, 2016.

**A.1 Service Area**

This victim service program will provide services to clients in the policing jurisdiction of the Vancouver Police Department. Services will be provided regardless of whether or not a client has 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**

**PPMU - DVU:** This is a further specialization of the community-based victim service program model.

- The PPMU-DVU is an integrated service delivery model partnering and co-locating a community-based victim service worker with a dedicated police partner in a police department/detachment. The PPMU-DVU responds to the highest risk domestic violence cases to increase safety for victims and their children and reduce the harmful impacts of domestic violence.
- The PPMU-DVU is jointly operated by the Contractor (community-based agency) and the police including participation in joint staff selection and major management decisions. The Contractor is responsible for the supervision of the community-based victim service worker(s). Upon agreement between the Contractor and the police, the NCO/Officer in Charge of the PPMU-DVU may provide day-to-day direction and support to the community-based PPMU-DVU worker, as it relates to overall PPMU-DVU case management, in order to maintain the effective operation of the unit. The Contractor will work with the police to establish a Best Practices document (which includes principles for collaboration and working as a team) to guide the operation of the PPMU-DVU partnership.
- The community-based PPMU-DVU worker operates within a collaborative partnership to provide services and support for victims in highest risk cases. This includes case coordination and liaison regarding services for the victim, safety planning, support and accompaniment, as well as, linking with appropriate community resources. The community-based PPMU-DVU worker will work together with the police to identify factors that increase risk and develop strategies and plans to reduce risk for the victim.

**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 copy of the signed local protocol must be provided to the Province by July 15th, 2015.

**A.3 Clients**

*This community-based victim service program will provide the following services to high risk victims of domestic violence or criminal harassment:*

	Victims of crime <sup>16</sup> (other than family/ sexual violence)	Victims of non- criminal trauma <sup>17</sup>	Victims of family/ sexual violence <sup>18</sup>
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

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)

<sup>16</sup> See A.6 - definition section

<sup>17</sup> See A.6 - definition section

<sup>18</sup> See A.6 - definition section

- 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 (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 materials<sup>19</sup>
- 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 (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

#### **Information and Referral**

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

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<sup>19</sup> Public education materials alone are generally not sufficient for court orientation unless they are the only option because of geography or workload

- 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 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.

**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:**

- 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**

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1. The Contractor will be paid an amount not exceeding **\$290,520.00** in the aggregate (the "Contract Price") for the Term of the Contract in the following manner:

The Province will pay the Contractor on the **15<sup>th</sup>** of each specified period:

### **CBVS-New Westminster – Domestic Violence Response Team - \$44,000.00**

- On April 15, 2015, the sum of **\$11,000.00**;
- On July 15, 2015, the sum of **\$11,000.00**;
- On October 15, 2015, the sum of **\$11,000.00**;
- On January 15, 2016, the sum of **\$11,000.00**.

### **CBVS-New Westminster – Elder Abuse Unit (DVRT) - \$35,000.00**

- On April 15, 2015, the sum of **\$8,750.00**;
- On July 15, 2015, the sum of **\$8,750.00**;
- On October 15, 2015, the sum of **\$8,750.00**;
- On January 15, 2016, the sum of **\$8,750.00**.

### **CBVS-Vancouver – Domestic Violence Unit - \$71,520.00**

- On April 15, 2015, the sum of **\$17,880.00**;
- On July 15, 2015, the sum of **\$17,880.00**;
- On October 15, 2015, the sum of **\$17,880.00**;
- On January 15, 2016, the sum of **\$17,880.00**.

### **CBVS-Vancouver – Elder Abuse Unit (DVU) - \$70,000.00**

- On April 15, 2015, the sum of **\$17,500.00**;
- On July 15, 2015, the sum of **\$17,500.00**;
- On October 15, 2015, the sum of **\$17,500.00**;
- On January 15, 2016, the sum of **\$17,500.00**.

**CBVS-Vancouver – Provincial Protective Measures Unit (DVU) - \$70,000.00**

- On April 15, 2015, the sum of **\$17,500.00**;
- On July 15, 2015, the sum of **\$17,500.00**;
- On October 15, 2015, the sum of **\$17,500.00**;
- On January 15, 2016, the sum of **\$17,500.00**.

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**

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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

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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**

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### **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, 2015.

# Schedule G – Quarterly Statement of Operations

## Community-based or Police-based Victim Services

Contractor: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Program Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

☐ Quarter 1: April 01 - June 30, 2015

☐ Quarter 3: October 01 - December 31, 2015

☐ Quarter 2: July 01 - September 30, 2015

☐ Quarter 4: January 01 - March 31, 2016

	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):					
<b>Total Victim Service Program Delivery Costs</b>					
<b>Administration Expenditures</b>					
Victim Service Staff Training, Development, and associated travel					
Facilities (i.e. Rent, utilities, maintenance)					
Management / Administrative Support Wages					
Bookkeeping / Audit					
Other (specify):					
<b>Total Administration Expenditures</b>					
<b>Total Expenditures</b>					
<b>Excess of revenues over expenditures</b>					

**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 [VSPPContracts@gov.bc.ca](mailto:VSPPContracts@gov.bc.ca) or fax a signed copy to Victim Services and Crime Prevention Division at: 604-660-1635.

## Schedule H – Semi-Annual Report

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Contractor: \_\_\_\_\_

Contract Number: \_\_\_\_\_

**Reporting Period:**

☐ April 01, 2015 – September 30, 2015

☐ October 01, 2015 – March 31, 2016

**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 Justice 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](mailto:VSPContracts@gov.bc.ca) or fax a signed copy to Victim Services and Crime Prevention Division at: 604-660-1635.

## **Modification Agreement #1**

THIS MODIFICATION AGREEMENT dated for reference 01<sup>st</sup> day of April, 2015.

### **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 2E6  
Fax: 604-660-1635

(the "Province"),

### **AND:**

Vancouver Police Board  
3585 Graveley Street  
Vancouver, BC V5K 5J5  
Fax: 604-257-3704

(the "Contractor")

### **BACKGROUND**

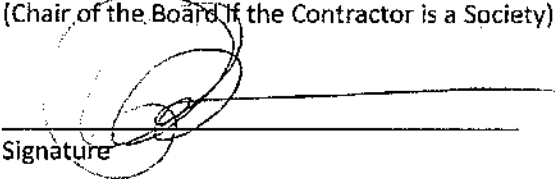

- A. The parties entered into a Transfer Under Agreement numbered 15092164-16 dated for reference the 01<sup>st</sup> day of April, 2015 (the "Agreement").
- B. The parties have agreed to modify the Agreement effective the 2nd day of July, 2015.

### **AGREEMENT**

The parties agree as follows:

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

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

<p>SIGNED on the <u>29</u> day of <u>July</u>, 2015 on behalf of the Contractor by its authorized signing officer:</p> <p><b>Authorized Signing Officer:</b> (Chair of the Board if the Contractor is a Society)</p> <p> Signature</p> <p><u>SUZANNE MUIR</u> Name</p> <p><u>A/INSP #1735.</u> Title</p>	<p>SIGNED on the _____ day of <u>AUG 06 2015</u>, 2015 on behalf of the Province by its duly authorized representative:</p> <p><b>Duly Authorized Representative:</b></p> <p> Signature</p> <p><b>Taryn Walsh</b> Executive Director Victim Services and Crime Prevention Division</p>
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RECEIVED  
AUG 04 2015

VICTIM SERVICES & CRIME PREVENTION DIVISION  
MINISTRY OF JUSTICE

## **Amended Schedule B – Terms and Conditions of Payment**

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The Contractor will be paid an amount not exceeding **\$35,844.48** in the aggregate (the "Contract Price") for the Term of the Contract in the following manner:

1. The Province will pay the Contractor on the 15<sup>th</sup> of each specified period:

**PBVS - \$35,844.48**

- On April 15, 2015, the sum of **\$8,890.00**;
- On July 15, 2015, the sum of **\$8,890.00**;
- On October 15, 2015, the sum of **\$8,890.00**;
- On January 15, 2016, the sum of **\$8,890.00**.

**Community Social Services Employers Association (CSSEA) Negotiated Wage Increase**

**On August 14, 2015, a one-time payment in the amount of \$284.48 for wage increases based on the CSSEA negotiated framework for the period of April 01, 2015 to March 31, 2016.**

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

RECEIVED

AUG 04 2015

VICTIM SERVICES & CRIME PREVENTION DIVISION  
MINISTRY OF JUSTICE

**PROVINCE OF BRITISH COLUMBIA  
MINISTRY OF JUSTICE**

**TRANSFER UNDER AGREEMENT**

THIS AGREEMENT dated for reference the 01st day of April, 2015.

BETWEEN:

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

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

AND:

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

**Victim Services and Crime Prevention Division**  
Community Safety and Crime Prevention Branch  
Ministry of Justice  
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 8 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 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** 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, 2015 to June 30, 2015	On or before July 31, 2015
July 01, 2015 to September 30, 2015	On or before October 31, 2015
October 01, 2015 to December 31, 2015	On or before January 31, 2016
January 01, 2016 to March 31, 2016	On or before April 30, 2016

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, 2015 to September 30, 2015	On or before October 31, 2015
October 01, 2015 to March 31, 2016	On or before April 30, 2016

## **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.

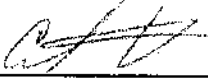
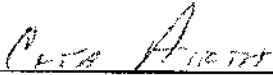
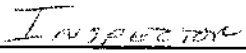
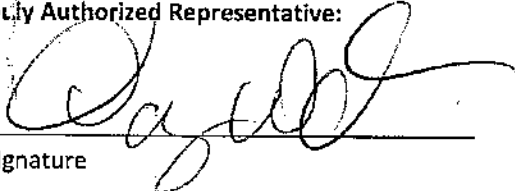
## SECTION 24 - MISCELLANEOUS

- 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>3<sup>rd</sup></u> day of <u>June</u>, 2015 on behalf of the Contractor by its authorized signing officer:</p> <p><b>Authorized Signing Officer:</b> (Chair of the Board if the Contractor is a Society)</p> <p> _____ Signature</p> <p> _____ Name</p> <p> _____ Title</p>	<p>SIGNED on the <u>4</u> day of <u>June</u>, 2015 on behalf of the Province by its duly authorized representative:</p> <p><b>Duly Authorized Representative:</b></p> <p> _____ Signature</p> <p>Taryn Walsh Executive Director Victim Services and Crime Prevention Division</p>
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JUN 04 2015

VICTIM SERVICES & CRIME PREVENTION DIVISION  
MINISTRY OF JUSTICE

## Schedule A

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**VICTIM SERVICE PROGRAM  
VANCOUVER POLICE BOARD - VANCOUVER POLICE DEPARTMENT  
DOMESTIC VIOLENCE AND CRIMINAL HARASSMENT UNIT  
PROVINCIAL PROTECTIVE MEASURES UNIT**

**TERM:** The term of this Agreement commences on **April 1, 2015** and ends on **March 31, 2016**.

**Background:**

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

**Program Objectives:**

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

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

**Service Recipients**

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

**Service area**

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

**Services:**

The contractor will:

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

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

#### **Ministry Requirements**

The contractor will:

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

#### **Monthly Reporting Details:**

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

## **Schedule B – Terms and Conditions of Payment**

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1. The Contractor will be paid an amount not exceeding \$35,560.00 in the aggregate (the "Contract Price") for the Term of the Contract in the following manner:

The Province will pay the Contractor on the 15<sup>th</sup> of each specified period:

**PBVS - \$35,560.00**

- On April 15, 2015, the sum of \$8,890.00;
- On July 15, 2015, the sum of \$8,890.00;
- On October 15, 2015, the sum of \$8,890.00;
- On January 15, 2016, the sum of \$8,890.00.

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**

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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

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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**

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Not applicable

**Schedule G – Quarterly Statement of Operations**

*Not applicable*

**Schedule H – Semi-Annual Report**

Not applicable