

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

TRANSFER UNDER AGREEMENT

THIS AGREEMENT dated for reference the 01st day of April 2019.

BETWEEN:

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

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

AND:

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

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

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

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

SECTION 1 – DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

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

- (f) "Client File" means a separate file created for each individual client to whom or on whose behalf the Contractor provides services under this Agreement, in order that the Contractor may retain Personal Information about that individual client either in electronic or in paper form;
- (g) "Personal Information" means recorded information about an identifiable person.
- (h) "Refund" means any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement;

SECTION 2 – SERVICES

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

SECTION 3 - PAYMENT

- 3.01 If the Contractor complies with this Agreement, and the Province approves the Contractor's budget (contained in Schedule F), the Province must pay to the Contractor, in the amount and manner, at the times and on the conditions set out in Schedule B.
- 3.02 The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B.
- 3.03 In order to receive the payments described in Schedule B, the Contractor must submit statements of account and reports in accordance with Section 9 of this Agreement.
- 3.04 The Province in its sole discretion may withhold all or a portion of any payment or payments otherwise due under Schedule B to recover any payments that were not made in compliance with Schedule F, herein, in a previous period.
- 3.05 The Province may withhold from any payment due to the Contractor an amount sufficient to indemnify the Province against any lien or other third party claims that could arise in connection with the provision of the Services.
- 3.06 At the sole option of the Province, any portion of the Contract Price provided to the Contractor and not expended at the end of the Term shall be:
 - (a) returned by the Contractor to the Minister of Finance;
 - (b) retained by the Contractor as supplemental funding provided for under an amendment to this Agreement; or
 - (c) deducted by the Province from any future funding requests submitted by the Contractor and approved by the Province.
- 3.07 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
- 3.08 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 3.09 Without limiting section 5.02, the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.
- 3.10 The Contractor must:

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

SECTION 4 - REPRESENTATIONS AND WARRANTIES

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

SECTION 5 - RELATIONSHIPS

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

SECTION 6 - OBLIGATIONS OF THE CONTRACTOR

- 6.01 The Contractor must:
- (a) carry out the Services described in Schedule A, and in accordance with the terms of this Agreement during the Term;

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

SECTION 7 - SUBCONTRACTORS AND ASSIGNMENT

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

SECTION 8 – RECORDS

- 8.01 The Contractor must:
 - (a) establish and maintain accounting records and books of account, invoices, receipts and vouchers for all expenses incurred in connection with providing the Services in accordance with Canadian Generally Accepted Accounting Principles;
 - (b) establish and maintain time records and administrative records in connection with providing the Services in a form and manner as may be determined by the Province.

- (c) record and report statistics and other data in connection with the provision of the Services, as identified in this Agreement and its Schedules, in a form and manner determined by the Province;
- (d) subject to 8.02, provide to the Province, upon reasonable request, for contract monitoring and audit purposes, any documents or records relating to the Contractor's delivery of the Services; and
- (e) permit the Province, for contract monitoring and audit purposes, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to deliver the Services or used by the Contractor to keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy any such documents and records.

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

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

SECTION 9 – REPORTING

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

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

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

For the Reporting Period	Due Date
April 01, 2019 to June 30, 2019	On or before July 31, 2019
July 01, 2019 to September 30, 2019	On or before October 31, 2019
October 01, 2019 to December 31, 2019	On or before January 31, 2020
January 01, 2020 to March 31, 2020	On or before April 30, 2020

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, 2019 to September 30, 2019	On or before October 31, 2019
October 01, 2019 to March 31, 2020	On or before April 30, 2020

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>9th</u> day of <u>April</u>, 2019 on behalf of the Contractor by its authorized signing officer:</p> <p>Authorized Signing Officer: (Chair of the Board if the Contractor is a Society)</p> <p><u>Kc</u> Signature</p> <p><u>Kathryn Robertson</u> Name</p> <p><u>Co-Chairperson</u> Title</p>	<p>SIGNED on the <u>16</u> day of <u>April</u>, 2019 on behalf of the Province by its duly authorized representative:</p> <p>Duly Authorized Representative:</p> <p><u>Rosalind Currie</u> Signature</p> <p>Rosalind Currie Director, Community Programs Victim Services and Crime Prevention Division</p>
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Schedule A - Stopping the Violence Counselling Program

TERM: The term of this Agreement commences on **April 1, 2019 and ends on March 31, 2020.**

PROGRAM DESCRIPTION

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

SERVICES

2. The Contractor will deliver the Stopping the Violence Counselling Services (the "Services") specified in this Schedule during the period **April 1, 2019 to March 31, 2020**. In accordance with the Service Principles and Service Guidelines described in this Schedule, the Contractor will provide the following Services for Women:
 - (a) initially work with Women to identify the circumstances that have led them to seek or be referred to the Services, including mutually identifying the goals of counselling and the available service options;
 - (b) use an individual approach and/or a group approach, based on the needs of individual Women;
 - (c) when considered appropriate by the Contractor, and when there is mutual agreement between Women and the Contractor, the Contractor may refer Women to other related services, including clinical treatment;
 - (d) liaise with and make referrals to other local agencies providing related services, such as transition houses, victim assistance programs, alcohol and drug programs and mental health services;
 - (e) maintain records containing at a minimum, Women's basic assessment information notes, relevant session notes, termination summary notes and other data that may be specified by the Province;
 - (f) provide additional information, when requested by the Province; and provide the Services for **137.5 hours per week**.
3. When providing the Services the Contractor will:
 - (a) ensure every person involved with the provision of the Services under this Contract, including all persons employed in connection with providing the Services, are competent to perform the Services, adequately trained, fully instructed and supervised including counselling supervision, debriefing, peer support and case consultation, and (except for supervised practicum students) possess the following minimum qualifications:
 - (i) high school graduation plus a related post-secondary undergraduate degree or diploma; or
 - (ii) extensive work-related experience under qualified supervision and participation in related continuing education programs.
 - (b) ensure, in addition to (a) above, that case consultants and counselling supervisors will possess the following qualifications:

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

COUNSELLOR SUPPORT PLAN

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

SERVICE PRINCIPLES

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

SERVICE GUIDELINES

9. When providing the Services, the Contractor will:
 - (a) comply with the aim of accessibility for all Women including aboriginal women, women with disabilities, immigrant women, women of colour, lesbians, sex trade workers, older women, poor women and isolated women;
 - (b) provide the Services in a flexible manner which goes beyond emotional support, but does not include clinical treatment;
 - (c) facilitate Women's understanding of the emotional and psychological impact of the trauma resulting from abusive or violent experiences;
 - (d) focus on the specific behaviour, emotional, cognitive and physical consequences of the abuse or violence;
 - (e) explore past and present coping strategies, foster development and strengthening of personal coping skills;
 - (f) address issues, including but not limited to, depression; self-esteem, social, cultural and economic values;

and any issue that may hinder recovery or promote powerlessness, recurrence, or dependency;

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

REPORTS

10. The Contractor will submit to the Province:

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

Schedule B – Terms and Conditions of Payment

1. The Contractor will be paid an amount not exceeding **\$387,700.00** in the aggregate (the "Contract Price") for the Term of the Contract in the following manner:

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

Fiscal 2019 – 2020 - STV - \$387,700.00

- On April 15, 2019, the sum of **\$96,925.00**;
 - On July 15, 2019, the sum of **\$96,925.00**;
 - On October 15, 2019, the sum of **\$96,925.00**;
 - On January 15, 2020, the sum of **\$96,925.00**.
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

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

Schedule D – Insurance

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

Schedule E – Additional Terms

1. Documents

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

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

SCHEDULE G – PROGRAM EXPENSE REPORT

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

Fiscal Year

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

Legal name of organization	Program Type
Program Name	Contract #
	15092

Expense Category	Annual Budgeted Amount (From Schedule I Budget in TUA, column: Funded from PSSG)	Quarterly Budgeted Amount (1/4 of Annual Budgeted Amount)	Actual Expenditures, Current Quarter	Quarterly Variance (Quarterly Budgeted Amount - Actual Expenditures, Current Quarter)	Actual Expenditures, Year to Date	Year to Date Variance (Budgeted Amount - Year to Date Expenditures, Year to Date)
Salaries and Benefits	\$	\$	\$	\$	\$	\$
Program Delivery	\$	\$	\$	\$	\$	\$
Program Administration	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$

Explanation of Variances	(Please explain any variances in the comments section provided below.) Program Managers must be contacted if program is unstaffed for 30 days or more.
Salaries and Benefits	
Program Delivery	
Program Administration	

SCHEDULE G – PROGRAM EXPENSE REPORT

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

Line Item	Annual Budgeted Amount	Quarterly Budgeted Amount	Actual Expenses, Current Quarter	Quarterly Variance	Actual Expenses, Year to Date	Year to Date Variance
Program-related travel (Client service, outreach, coordination)	\$	\$	\$	\$	\$	\$
Staff training (associated travel, accommodations)	\$	\$	\$	\$	\$	\$
Management salary/benefits (from "Program Administration" section)	\$	\$	\$	\$	\$	\$

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

This report has been reviewed by executive-level management

Contact Name for Program Expense Report

Phone number of contact

Date report completed

For VSCP Use Only

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

Schedule H – Semi-Annual Report

Contractor: _____

Contract Number: _____

Reporting Period:

Fiscal 2019 – 2020

☐ April 01, 2019 – September 30, 2019

☐ October 01, 2019 – March 31, 2020

Program Type:

☐ Police Based Victim Services

☐ Community-Based Victim Services

☐ Program for Children and Youth Experience Violence

☐ Stopping the Violence Counselling

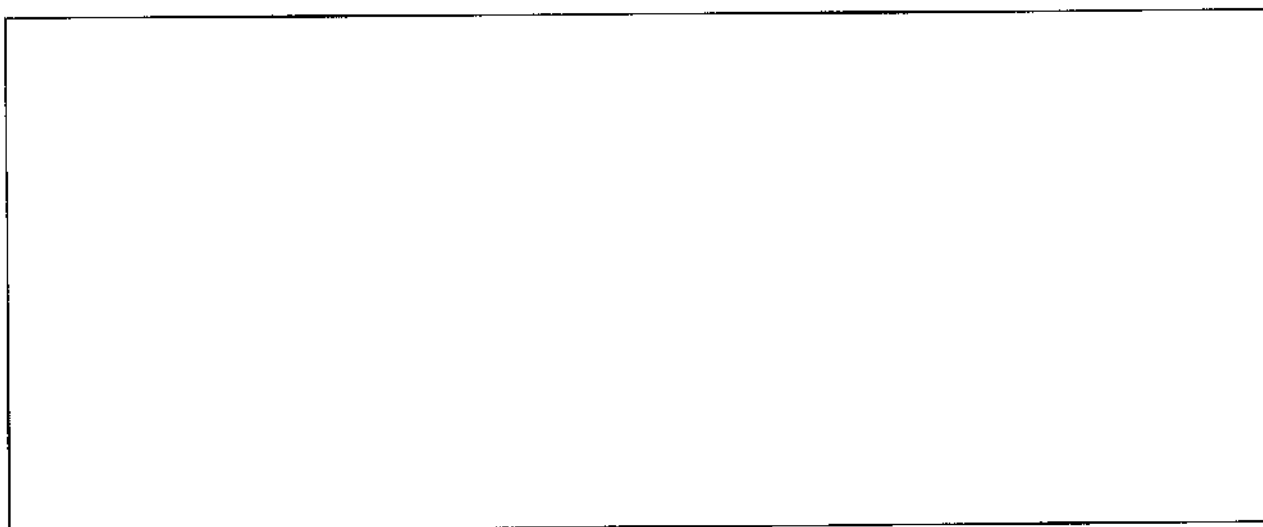
☐ Outreach Services

☐ Multicultural Outreach Services

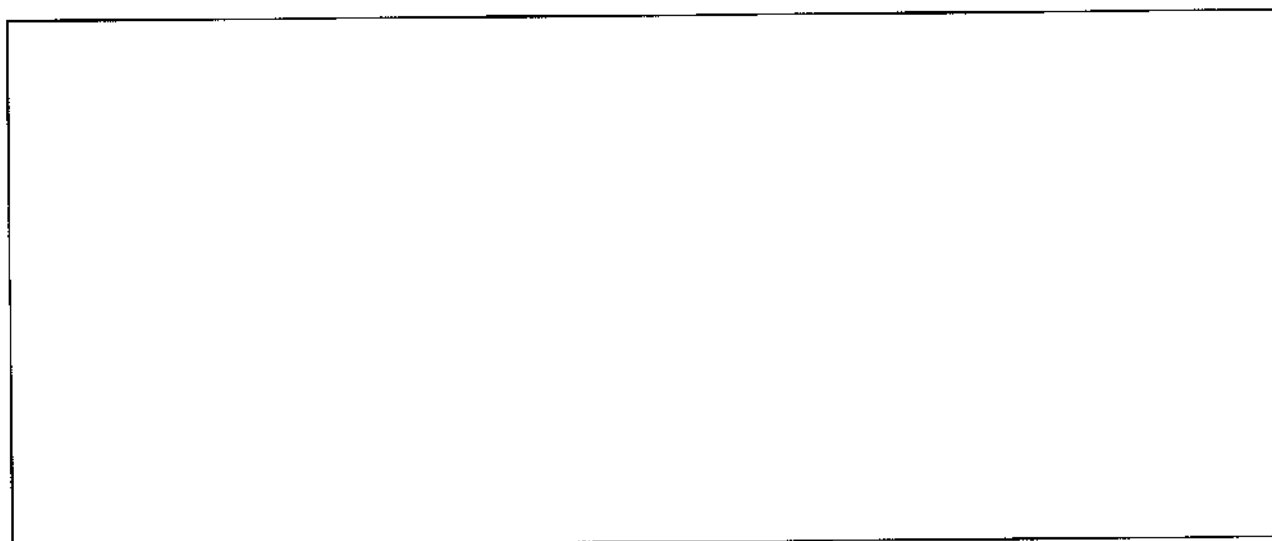
Please complete the following questions as they relate to the reporting period identified. The information you provide helps Victim Services and Crime Prevention Division, Ministry of Public Safety and Solicitor General with a better understanding of program activities, and service delivery issues.

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

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



3. Provide any additional comments you may have:



Program Staff Personnel:

COMPLETED BY:

SIGNATURE:

DATE:

Executive Director / Signing Authority:

REVIEWED BY:

SIGNATURE:

DATE:

Note:

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

Schedule F
Program Application, April 1, 2019 to March 31, 2020

PART I: APPLICANT INFORMATION

A. APPLICANT CONTACT INFORMATION

Reference No. **15092V0032**

(See cover letter)

Legal name of organization			
Victoria Sexual Assault Centre Society			
Street address	City/Town	Province	Postal code
201 – 3060 Cedar Hill Road	Victoria	BC	V8T 3J5
Mailing address (if different from above)	City/Town	Province	Postal code
Phone #	Fax #	E-mail address	
250-383-5545	250-383-6112	Janes@vsac.ca	

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

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

Board Contact (for societies only)

Name of contact	Title		
Melanie Wilson	Board of Directors Co-chair		
Mailing address (if different from above)	City/Town	Province	Postal code
SAME			
Phone #	Fax #	E-mail address	
		vsacboardcochairs@gmail.com	

B. APPLICANT ADMINISTRATIVE INFORMATION

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

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

CSSEA-2

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

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

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

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

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

FOR SOCIETIES ONLY:

4. Annual Report

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

C. COMMERCIAL GENERAL LIABILITY INSURANCE

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

The criteria for CGL include:

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

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

Please refer to **Appendix A – Master Insurance Program** of the program application form. The Appendix provides general information on the Master Insurance Program.

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

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

OR

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

CSSEA-3

PART II: PROGRAM INFORMATION

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

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

Program location (Community)		Service area (If different from community)	
Greater Victoria			
Street address	City/Town	Province	Postal code
201 - 3080 Cedar Hill Road	Victoria	BC	V8T 3J5
(Street address not required if program is located in a transition house or safe home)			
Mailing address (if different from above)	City/Town	Province	Postal code
Phone #	Fax #	E-mail address	
250-383-5545	250-383-6112	Janes@vsac.ca	

Program Contact (main contact for program delivery matters)

Name of contact		Title	
Jane Sterk		Interim Executive Director	
Mailing address (if different from above)	City/Town	Province	Postal code
same			
Phone #	Fax #	E-mail address	
250-383-5545	250-383-6112	Janes@vsac.ca	

Names of all additional paid program staff:

Name	Title	E-mail address
s.22	STV Counsellor	s.22
	STV Counsellor	
	STV Counsellor	
	STV Counsellor	
	STV Counsellor	
	Clinical Consultant	
	Case Management/supervision	

For Police-based Victim Service programs only

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

CSSEA-4

B. PROGRAM DELIVERY INFORMATION

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

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

Day	Start Time	End Time	Day	Start Time	End Time
Monday	9	5	Friday	9	5
Tuesday	9	5	Saturday		
Wednesday	9	5	Sunday		
Thursday	9	5	Total Hours per Week		40 hrs

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

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

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

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

Title/Position	Base Hourly Wage (a)	Hours per Week (b)	Annual Salary {=(a) x (b) x 52}
STV Counsellor s.22	s.22		
STV Counsellor			
STV Counsellor			
STV Counsellor			
STV Counsellor s.22			
Clinical Consultant Contractor			
DCS Manager (case Management/supervision)			
Totals		137.5 hrs	263526

3. Contracted Hours of Service

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

137.5	hours per week
-------	----------------

CSSEA-5

PART III: BUDGET PROPOSAL

BUDGET PROPOSAL INSTRUCTIONS

1. For each program applied for, a separate Budget Proposal must be completed.
2. For **Police-based Victim Service** programs that are cost-shared with municipality/regional district, the maximum "**In-kind Contribution**" amount that may be claimed for under "Municipal" or "Regional District" is 20% of cash. "In-kind contributions" include costs for facilities (e.g. rent, utilities and maintenance), telephone, fax, and office supplies, etc.
3. For each program, your budget should confirm that you are providing the **number of service hours** as stated in your contract.
4. **Your Budget Proposal must be balanced and equal to the amount identified in your Program Application Cover Letter.**

A. PROGRAM REVENUE SOURCES

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

Revenue Source	Cash	In-kind Contribution	Total
Ministry of PSSG-VSCP	387,700		387700
Municipal government			
Regional District			
Applicant Organization	104150		104150
Other Revenue Source (Please specify):			
Total from all revenue sources	491850		491850

B. PROGRAM EXPENSES

1. Salaries and Benefits

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

Title/Position	Salary	Benefits	Total Cost	Funded from VSCP
STV Counsellor s.22	s.22			
STV Counsellor				
STV Counsellor				
STV Counsellor				
STV Counsellor				
Clinical Consultant Contractor				
Case management & supervision s.22				
Total Salaries and Benefits	263526	74918	338444	311681

2. Program Delivery Costs

Eligible Expense Item	Total Cost	Funded from VSCP
Program-related rent/lease/mortgage	35230	31699
Program-related office supplies/software	200	200
Program-related travel	3250	2920
Utilities (heat, hydro, internet)	6000	5000
Phone (landline and/or cell)	22000	18000
Staff training and associated travel	3500	3000
Resource materials/printing costs	1000	1000
Volunteer appreciation/honorariums	2100	1600
Property maintenance	3000	2500
Memberships (specify):	100	100
Other program-related expenses (Please specify):		
Promotion Outreach	5000	5000
Fund Development Computer Cost	10346	5000
Total Program Delivery Costs	91726	76019

3. Administration Costs

Eligible Expense Item	Total Cost	Funded from VSCP
Management salary/benefits	14000	0
Administrative support wages/benefits	22000	0
Administration-related rent/lease/mortgage	14000	0
Administration-related utilities (heat, hydro, internet)	3680	0
Bookkeeping/bank fees	8000	0
Other administration costs (Please specify):		
Total Administration Costs	61680	0

3. Total Program Expenditures

Expense Area	Total Cost	Funded from VSCP	Expense Area as a % of Total Funded from VSCP (e.g. a/d, b/d, c/d)
Total salaries and benefits	338444	a 311681	80%
Total program delivery costs	91726	b 76019	20%
Total administration costs	61680	c 0	0%
Total Program Expenditures	491850	d 387700	100%

PART IV: AUTHORIZATION

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

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

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

Authorized Signing Officer:

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Jane Sterk

Jane Sterk

Interim Executive Director

April 4, 2019

Board Member:

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Melanie Wilson

Melanie Wilson

Board Co-Chair

April 4, 2019

FOR VICTIM SERVICES AND CRIME PREVENTION DIVISION USE ONLY

Approved By:

Program Manager: _____

Signature: _____

Date: _____

Steve Lauer

S. Lauer

4/5/19

Comments / Notes:

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

**TRANSFER UNDER AGREEMENT
Component Schedule No. 20 (Fiscal Year 2019-2020)**

THIS AGREEMENT dated for reference the 01st day of April 2019.

BETWEEN:

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

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

AND:

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

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

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

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

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

SECTION 1 – DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

- (a) "Contract Price" means the maximum amount specified in Schedule B;
- (b) "Services" means the services described in Schedule A;
- (c) "Term" means the term of the Agreement described in Schedule A subject to that term ending earlier in accordance with this Agreement;

- (d) "Material" means all findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases, records and materials (both printed and electronic, including but not limited to hard disk or other diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province to the Contractor as a direct result of this Agreement, but does not include:
 - i. Client Files or Personal Information which could reasonably be expected to reveal the identity of a client;
 - ii. Property owned by the Contractor
- (e) "Client" means a person receiving the Services provided by the Contractor;
- (f) "Client File" means a separate file created for each individual client to whom or on whose behalf the Contractor provides services under this Agreement, in order that the Contractor may retain Personal Information about that individual client either in electronic or in paper form;
- (g) "Personal Information" means recorded information about an identifiable person.
- (h) "Refund" means any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement;

SECTION 2 – SERVICES

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

SECTION 3 - PAYMENT

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

- (a) returned by the Contractor to the Minister of Finance;
 - (b) retained by the Contractor as supplemental funding provided for under an amendment to this Agreement; or
 - (c) deducted by the Province from any future funding requests submitted by the Contractor and approved by the Province.
- 3.07 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
- 3.08 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 3.09 Without limiting section 5.02, the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.
- 3.10 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

SECTION 4 - REPRESENTATIONS AND WARRANTIES

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

Agreement.

- 4.02 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Contractor are material, are relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

SECTION 5 – RELATIONSHIPS

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

SECTION 6 - OBLIGATIONS OF THE CONTRACTOR

- 6.01 The Contractor must:
- (a) carry out the Services described in Schedule A, and in accordance with the terms of this Agreement during the Term;
 - (b) unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement
 - (c) comply with all applicable laws;
 - (d) ensure that all persons employed or retained to perform the Services are competent to perform them and are properly trained, instructed, and supervised;
 - (e) ensure that volunteers, students, trainees, work placements are properly trained, instructed and supervised in assisting with the delivery of the Services, ensure that all persons connected in any way to the delivery of the Services, including, employees, subcontractors, volunteers, students, trainees, and work placements, have provided a criminal record check, and that the results of that criminal record check indicate that the person is suitable for delivery of the Services, or assisting with the delivery of the Services;
 - (f) not do anything that would result in personnel hired by the Contractor or a subcontractor being considered as the Province's employees;
 - (g) notify the Province in writing immediately upon any change in personnel and any leave of absence of persons employed or retained to deliver the Services for any period greater than 30 days;
 - (h) obtain the prior written consent of the Province to change the scheduled hours of operation of the program as noted in Schedule F;
 - (i) establish and maintain intake and operational policies that are intended to provide for the safety and welfare of clients, the Contractor and their employees and volunteers;

- (j) acknowledge the involvement of the Ministry of Public Safety and Solicitor General in funding the services in all public communications related to the Services including press releases, published reports, brochures, radio and TV programs, and public meetings.

SECTION 7 - SUBCONTRACTORS AND ASSIGNMENT

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

SECTION 8 – RECORDS

- 8.01 The Contractor must:
 - (a) establish and maintain accounting records and books of account, invoices, receipts and vouchers for all expenses incurred in connection with providing the Services in accordance with Canadian Generally Accepted Accounting Principles;
 - (b) establish and maintain time records and administrative records in connection with providing the Services in a form and manner as may be determined by the Province.
 - (c) record and report statistics and other data in connection with the provision of the Services, as identified in this Agreement and its Schedules, in a form and manner determined by the Province;
 - (d) subject to 8.02, provide to the Province, upon reasonable request, for contract monitoring and audit purposes, any documents or records relating to the Contractor's delivery of the Services; and
 - (e) permit the Province, for contract monitoring and audit purposes, at all reasonable times and upon reasonable notice, to enter any premises used by the Contractor to deliver the Services or used by the Contractor to keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy any such documents and records.
- 8.02 At no time shall the Province have access to, or custody or control of, Client Files or any other records or documents that identify, or could reasonably be expected to reveal the identity of a client and their family.
- 8.03 The Parties agree that the Province does not have control, for the purpose of the Freedom of Information and Protection of Privacy Act, of the records held by the Contractor.

SECTION 9 – REPORTING

- 9.01 The Contractor must, upon the Province's request, fully inform the Province of all work done by the Contractor or its subcontractor in connection with providing the Services.
- 9.02 The Contractor must submit monthly statistical reports to the Province in a form and manner determined by the Province, no later than the tenth (10th) working day of the month following the month which is being reported.
- 9.03 The Contractor must submit **quarterly** a Statement of Operations in the form and manner set out in **Schedule G** confirming all expenditures for the period at the following dates and times:

For the Reporting Period	Due Date
April 01, 2019 to June 30, 2019	On or before July 31, 2019
July 01, 2019 to September 30, 2019	On or before October 31, 2019
October 01, 2019 to December 31, 2019	On or before January 31, 2020
January 01, 2020 to March 31, 2020	On or before April 30, 2020

- 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, 2019 to September 30, 2019	On or before October 31, 2019
October 01, 2019 to March 31, 2020	On or before April 30, 2020

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>9th</u> day of <u>April</u>, 2019 on behalf of the Contractor by its authorized signing officer:</p> <p>Authorized Signing Officer: (Chair of the Board if the Contractor is a Society)</p> <p><u>[Signature]</u> Signature</p> <p><u>Kathryn Robertson</u> Name</p> <p><u>Co-Chair person</u> Title</p>	<p>SIGNED on the <u>30</u> day of <u>April</u>, 2019 on behalf of the Province by its duly authorized representative:</p> <p>Duly Authorized Representative:</p> <p><u>[Signature]</u> Signature</p> <p>Rosalind Currie Director, Community Programs Victim Services and Crime Prevention Division</p>
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Schedule A – Community- Based with Police-Based in Service Area

TERM: The term of this Agreement commences on April 1, 2019 and ends on March 31, 2020.

A.1 Service Area

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

A.2 Type of Program

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

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

A.2.1 Coordination and Protocol

Victim service programs in the same service area must establish and follow a local protocol which will include roles and responsibilities of each program and how they will work together. A signed copy of any revised or updated local protocols must be provided to the Province by July 15th, 2019.

A.3 Clients

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

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

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

² See A.2.1 – Coordination and Protocol

³ See A.6 - definition section

⁴ See A.6 - definition section

⁵ See A.6 - definition section

A.3.1 - Critical Incident Response

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

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

A.4 Service Deliverables

The Contractor will provide the Services 117 hours per week.

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

Critical Incident Response

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

Criminal Justice System - Information and Support

- Provide information to victims about their rights under the Victims of Crime Act (VOCA)
- Obtain, provide and/or arrange for victims to receive case specific information which they may request under sections 6 and 7 VOCA.
- Provide information about the criminal justice system process, and roles of key parties
- Assist victims to engage with justice system personnel (e.g. police, Crown counsel)
- Arrange, facilitate and/or accompany victims to meetings with criminal justice system personnel (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. Note: Public education materials alone are generally not sufficient for court orientation unless they are the only option due to geography or workload.
- Provide victims with information regarding options for travel expenses to court and assist with facilitating these processes and arrangements
- Accompany victim to court and provide related emotional and practical assistance
- Provide information about and assistance with Victim Impact Statements
- Provide support to the victim upon conclusion of the case, ensuring victim is aware of and understands the outcome, and has access to necessary follow-up resources including registration for victim notification where appropriate and referral to other community supports where needed.

Safety Planning

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

Practical and Emotional Support

- Provide emotional support to assist victims to cope with the impacts of crime and trauma.
- Assist victim with the completion of forms (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 Public Safety and Solicitor General supports including:

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

Networking, Public Awareness and Education

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

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

Provision of Services in Family Court Related Matters

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

- Providing emotional support to victims of crime in relation to family law issues/family court matters;
- Helping to obtain family law related protection orders or obtaining copies of existing protection orders;
- Helping to obtain information about the family court process;
- Providing referral to family court related resources such as Legal Aid, Duty Counsel and Family Justice Counsellors;

- ▼ Ensuring that safety plans are up to date and relevant to all settings including family court; and,
- ▼ Providing information on peace bonds and protection orders.

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

A.5 Services Not Provided

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

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

A.6 - DEFINITIONS

Adult – All persons 19 years and over.

Child – All persons under the age of 13 years

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

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

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

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

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

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

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

Victims of family/sexual violence

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

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

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

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

Youth – All persons aged thirteen to eighteen.

Schedule B – Terms and Conditions of Payment

1. The Contractor will be paid an amount not exceeding **\$274,311.00** in the aggregate (the “Contract Price”) for the Term of the Contract in the following manner:

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

Fiscal 2019 – 2020 – CBVS - \$274,311.00

- On April 15, 2019, the sum of **\$68,577.75**;
- On July 15, 2019, the sum of **\$68,577.75**;
- On October 15, 2019, the sum of **\$68,577.75**;
- On January 15, 2020, the sum of **\$68,577.75**.

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

Schedule C – Criminal Record Checks

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

Schedule D – Insurance

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

Schedule E – Additional Terms

1. Documents

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

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

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

- (a) A signed copy of any revised or updated local protocols must be provided to the Province by July 15th, 2019.

SCHEDULE G – PROGRAM EXPENSE REPORT

Fiscal Year

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

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

Legal name of organization	Program Type
Program Name	Contract #
	15092

Expense Category	Annual Budgeted Amount (from Schedule F Budget in USA, item(s) Funded from PSCC)	Quarterly Budgeted Amount (1/4 of Annual Budgeted Amount)	Actual Expenditures, Current Quarter	Quarterly Variance (Quarterly Budgeted Amount - Actual Expenditures, Current Quarter)	Actual Expenditures, Year to Date	Year to Date Variance (Budgeted Amount - Year to Date Expenditures, Year to Date)
Salaries and Benefits	\$	\$	\$	\$	\$	\$
Program Delivery	\$	\$	\$	\$	\$	\$
Program Administration	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$

Explanation of Variances (Please explain any variances in the comments section provided below.)
Program Managers must be contacted if program is unstated for 30 days or more.

Salaries and Benefits	
Program Delivery	
Program Administration	

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

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

Schedule H – Semi-Annual Report

Contractor: _____

Contract Number: _____

Fiscal 2019 – 2020

☐ April 01, 2019 – September 30, 2019

☐ October 01, 2019 – March 31, 2020

Program Type:

☐ Police Based Victim Services

☐ Community-Based Victim Services

☐ Program for Children and Youth Experience Violence

☐ Stopping the Violence Counselling

☐ Outreach Services

☐ Multicultural Outreach Services

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

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

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

3. Provide any additional comments you may have:

Program Staff Personnel:

COMPLETED BY: SIGNATURE: DATE:

Executive Director / Signing Authority:

REVIEWED BY: SIGNATURE: DATE:

Note:

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

Schedule F

Program Application, April 1, 2019 to March 31, 2020

PART I: APPLICANT INFORMATION

A. APPLICANT CONTACT INFORMATION

Reference No. **15092142**

(See cover letter)

Legal name of organization			
Victoria Sexual Assault Centre Society			
Street address	City/Town	Province	Postal code
201-3060 Cedar Hill Road	Victoria	BC	V8T3J5
Mailing address (if different from above)	City/Town	Province	Postal code
Phone #	Fax #	E-mail address	
250-383-5545	250-383-6112	Janes@vsac.ca	

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

Name of contact		Title	
Jane Sterk		Interim Executive Director	
Mailing address (if different from above)	City/Town	Province	Postal code
same			
Phone #	Fax #	E-mail address	
250-383-5545	250-383-6112	Janes@vsac.ca	

Board Contact (for societies only)

Name of contact		Title	
Melanie Wilson		Board of Director Co-Chair	
Mailing address (if different from above)	City/Town	Province	Postal code
same			
Phone #	Fax #	E-mail address	
same		s.22	

B. APPLICANT ADMINISTRATIVE INFORMATION

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

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

CSSEA-2

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

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

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

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

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

FOR SOCIETIES ONLY:

4. Annual Report

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

C. COMMERCIAL GENERAL LIABILITY INSURANCE

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

The criteria for CGL include:

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

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

Please refer to **Appendix A – Master Insurance Program** of the program application form. The Appendix provides general information on the Master Insurance Program.

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

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

OR

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

CSSEA-3

PART II: PROGRAM INFORMATION

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

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

Program location (Community)		Service area (if different from community)	
Greater Victoria			
Street address	City/Town	Province	Postal code
201 - 3060 Cedar Hill Road	Victoria	BC	V8T 3J5
(Street address not required if program is located in a transition house or safe home)			
Mailing address (if different from above)	City/Town	Province	Postal code
Phone #	Fax #	E-mail address	
250-383-5545	250-383-6112		

Program Contact (main contact for program delivery matters)

Name of contact		Title	
Jane Sterk		Interim Executive Director	
Mailing address (if different from above)	City/Town	Province	Postal code
Phone #	Fax #	E-mail address	
		Janes@vsac.ca	

Names of all additional paid program staff:

Name	Title	E-mail address
s.22	Victim Service Worker Justice	s.22
	Victim Service Worker Justice	
	Victim Service Worker Support	
	Victim Service Worker Support	
	Victim Service Worker Support	
	Volunteer Coordinator	
	Clinic and Access Coordinator	
	Case management & supervision	
Clinical Consultant		

For Police-based Victim Service programs only

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

B. PROGRAM DELIVERY INFORMATION

CSSEA-4

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

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

Day	Start Time	End Time	Day	Start Time	End Time
Monday	9	5	Friday	9	5
Tuesday	9	5	Saturday		
Wednesday	9	5	Sunday		
Thursday	9	5	Total Hours per Week		40 hrs

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

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

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

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

Title/Position	Base Hourly Wage (a)	Hours per Week (b)	Annual Salary {=(a) x (b) x 52}
Victim Service Worker Justice s.22	s.22		
Victim Service Worker Justice			
Victim Service Worker Support			
Victim Service Worker Support			
Victim Service Worker Support			
Volunteer Coordinator s.22			
Clinic & Access Coordinator s.22			
Case management & supervision s.22			
Clinical Supervision Contractor s.22			
Totals		117 hrs	191141

3. Contracted Hours of Service

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

117	hours per week
-----	----------------

PART III: BUDGET PROPOSAL

CSSEA-5

BUDGET PROPOSAL INSTRUCTIONS

1. For each program applied for, a separate Budget Proposal must be completed.
2. For **Police-based Victim Service** programs that are cost-shared with municipality/regional district, the maximum **"In-kind Contribution"** amount that may be claimed for under "Municipal" or "Regional District" is 20% of cash. "In-kind contributions" include costs for facilities (e.g. rent, utilities and maintenance), telephone, fax, and office supplies, etc.
3. For each program, your budget should confirm that you are providing the **number of service hours** as stated in your contract.
4. **Your Budget Proposal must be balanced and equal to the amount identified in your Program Application Cover Letter.**

A. PROGRAM REVENUE SOURCES

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

Revenue Source	Cash	In-kind Contribution	Total
Ministry of PSSG-VSCP	274311		274311
Municipal government			
Regional District			
Applicant Organization	130001		130001
Other Revenue Source (Please specify):			
Total from all revenue sources	404312		404312

CSSEA-6

B. PROGRAM EXPENSES

1. Salaries and Benefits

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

Title/Position	Salary	Benefits	Total Cost	Funded from VSCP
Victim Service Worker Justice (s.22)	s.22			
Victim Service Worker Justice (
Victim Service Worker Support				
Victim Service Worker Support				
Victim Service Worker Support				
Volunteer Coordinator s.22				
Clinic & Access Coordinator (s.22)				
Supervision & case management				
Clinic Supervisor Contractor				
Total Salaries and Benefits	191141	59024	250165	220796

2. Program Delivery Costs

Eligible Expense Item	Total Cost	Funded from VSCP
Program-related rent/lease/mortgage	33397	29055
Program-related office supplies/software	650	565
Program-related travel	290	250
Utilities (heat, hydro, internet)	5707	4950
Phone (landline and/or cell)	18439	16000
Staff training and associated travel	400	350
Resource materials/printing costs	1549	1345
Volunteer appreciation/honorariums	1000	900
Property maintenance	2779	0
Memberships (specify):	100	100
Other program-related expenses (Please specify):		
Fund Development	30000	0
Total Program Delivery Costs	94311	53515

3. Administration Costs

Eligible Expense Item	Total Cost	Funded from VSCP
Management salary/benefits	14000	0
Administrative support wages/benefits	22000	0
Administration-related rent/lease/mortgage	14000	0
Administration-related utilities (heat, hydro, internet)	3680	0
Bookkeeping/bank fees	6156	0
Other administration costs (Please specify):		
Total Administration Costs	59836	0

3. Total Program Expenditures

Expense Area	Total Cost		Funded from VSCP	Expense Area as a % of Total Funded from VSCP (e.g. a/d, b/d, c/d)
Total salaries and benefits	250165	a	220796	80.49%
Total program delivery costs	94311	b	53515	19.51%
Total administration costs	59836	c	0	0%
Total Program Expenditures	404312	d	274311	100%

PART IV: AUTHORIZATION

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

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

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

Authorized Signing Officer:

Signature: _____

Name (Print): _____

Jane Sterk

Title: _____

Interim Executive Director

Date: _____

April 4, 2019

Board Member:

Signature: _____

Name (Print): _____

Melanie Wilson

Title: _____

Board Co-Chair

Date: _____

April 4, 2019

FOR VICTIM SERVICES AND CRIME PREVENTION DIVISION USE ONLY

Approved By:

Program Manager: _____

Signature: _____

Date: _____

Steve Lauer

S. Lauer

4/5/19

Comments / Notes:

CSSEA-9