

COMMUNITY LIVING BRITISH COLUMBIA
Service Terms and Conditions between CLBC and Service Providers
Version Record

Version Number:	2	Effective Date:	June 15, 2011
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Change #	Service Provider Responsibilities Changed? (Y/N)	Summary of Changes	Purpose of Change
1.	N	<p>7.1</p> <p><i>Changed from:</i> The SP is responsible to align the delivery of the Services to further the achievement of outcomes for Individuals as described in Outcomes – Schedule A, as applicable to the Services.</p> <p><i>Changed to:</i> The SP is responsible to align the delivery of the Services to further the achievement of outcomes for Individuals as described in Outcomes – Schedule A.</p>	Clarification: The Outcomes are applicable to all types of services
2.	N	<p>7.3 (a)</p> <p><i>Changed from:</i> To supply and pay for all employees or sub-contractors, materials, facilities and approvals necessary or advisable to provide the Services.</p> <p><i>Changed to:</i> To supply and pay for all employees or sub-contractors, materials, and facilities as necessary or advisable to provide the Services.</p>	Elimination of unclear requirement.
3.	N	<p>7.3 (c)</p> <p><i>Changed from:</i> For the acts and omissions of its employees and sub-contractors in performing the Services.</p> <p><i>Changed to:</i> For the acts and omissions of its employees and subcontractors in performing any component of the Services.</p>	Enhanced clarity of intent
4.	N	<p>12.1</p> <p><i>Changed from:</i> The SP will obtain all permits and licenses required to perform the Services during the term of a Contract.</p> <p><i>Changed to:</i> The SP will obtain and pay for all permits and licenses required to perform the Services during the term of a Contract.</p>	Enhanced clarity of intent
5.	N	<p>12.3</p> <p><i>Changed from:</i> The SP is responsible for payment of all applicable taxes and fees</p> <p><i>Changed to:</i> The SP is responsible to pay for all applicable taxes and fees</p>	Simplification of language
6.	N	<p>Section 13,</p> <p>Change references to Government Master Insurance Program or GMIP to Master Insurance Program or MIP</p>	Correct the name of the insurance program.

7.	N	<p>15.1</p> <p><i>Changed from:</i> The SP and CLBC each exclusively retain rights in their own documents, electronic or otherwise, and information and copyright therein including records of Individuals created or produced by either party, collectively the “Documents”.</p> <p><i>Changed to:</i> The SP and CLBC each exclusively retain rights of ownership in their own documents, electronic or otherwise, and information and copyright therein including records of Individuals created or produced by either party, collectively the “Documents”.</p>	Clarification as to nature of retained rights.
8.	N	<p>15.2</p> <p><i>Changed from:</i> Upon CLBC’s request, the SP must deliver to CLBC any of CLBC’s or the SP’s Documents concerning the provision of Services.</p> <p><i>Changed to:</i> Upon CLBC’s request, the SP must deliver to CLBC copies of any of CLBC’s or the SP’s Documents concerning the Individual or the provision of Services.</p>	Clarification that documents concerning the Individual are covered by this clause and that copies are sufficient.
9.	N	<p>17.1</p> <p><i>Changed from:</i> The SP shall only disclose or destroy Documents containing personal information concerning Individuals as permitted in the Privacy Protection – Schedule E.</p> <p><i>Changed to:</i> Documents containing personal information concerning an Individual must be retained by the SP during the period that Services continue to be provided to the Individual and for a minimum of 7 years from the date that Services were last provided to the Individual.</p>	CLBC’s requirements for document retention have now been specified.
10.	N	<p>Section 21.3 (a) and (b),</p> <p>Reallocated some of the sections referenced in (a)(ii) and (b)(ii) to be referenced in (a)(i) and (b)(i)</p>	Enhanced clarity and align the flow through of rights versus obligations
11.	N	<p>23.1</p> <p><i>Changed from:</i> Notices or other communication required by this Agreement must be given in writing and delivered, including by fax or email, to the authorized representatives of the parties as identified in a Contract.</p> <p><i>Changed to:</i> Notices or other communication required by this Agreement must be given in writing and delivered in person or by mail, fax or email, to the authorized representatives of the parties as identified in a Contract.</p>	To clarify options for delivery of notices
12.	N	<p>23.3</p> <p><i>Changed from:</i> Changes of fax number or address for service or email address must be provided in writing to the other party.</p> <p><i>Changed to:</i> Changes in a party’s fax number, address for service or email address must be provided in writing to the other party.</p>	Enhanced clarity
13.	N	<p>24.1</p> <p><i>Changed from:</i> Contracts may be executed in any number of copies, including with the same effect as if both parties had signed the same document. All of these copies will for all purposes constitute one</p>	Enhanced clarity

		<p>Contract, binding on the parties, notwithstanding that both parties are not signatories to the same copies.</p> <p><i>Changed to:</i> Contracts may be executed in any number of copies with the same effect as if both parties had signed the same document. All of these copies will for all purposes constitute one Contract, binding on the parties, notwithstanding that both parties are not signatories to the same copies.</p>	
14.	N	<p>25.1</p> <p><i>Changed from:</i> The rights and obligations of CLBC under this Agreement will extend to, may be exercised by, and will bind the present CLBC and any successor or replacement organization as it may be from time to time redefined or reorganized by the Province of British Columbia.</p> <p><i>Changed to:</i> The rights and obligations of CLBC under this Agreement will extend to, may be exercised by, and will bind the present CLBC and any successor or replacement organization as redefined or reorganized by the Province of British Columbia from time to time.</p>	Simplification of language
15.	Y	<p>Schedule A</p> <p>The effective dates for alignment of delivery of services with Outcomes has been deferred as follows:</p> <p>Accredited Agencies: June 1, 2011 (previously January 2011)</p> <p>Agencies not requiring accreditation: April 1, 2012 (previously April 1, 2011)</p>	To provide more time for implementation
16.	Y	<p>Schedule B</p> <p>The effective dates for compliance with Standards has been deferred as follows:</p> <p>Agencies not requiring accreditation: April 1, 2012 (previously April 1, 2011)</p>	To provide more time for implementation
17.	Y	<p>Schedule C and Schedule D section 6,</p> <p>A revised "Criminal Records Check Policy: Service Delivery" has been issued effective April 2011</p>	There are new requirements concerning criminal record checks for all persons working with individuals supported by CLBC.
18.	N	<p>Schedule C and Schedule D section 6,</p> <p>A revised "Individual Financial Payment Policy - Residential Services" has been issued effective June 2011.</p>	Clarity of individuals' contributions for shelter and support costs and CLBC & SP responsibilities for residential services.
19.	N	<p>Schedule C</p> <p>Service Requirements column has this footnote added: * These Service Requirements are located on CLBC's website at: www.communitylivingbc.ca.</p>	Enhanced ease of cross-referencing to requirements documents
20.	N	<p>Schedule E, Section 18</p> <p>After the numbered bullets the paragraph starts with a lower case 'the'</p>	Edit for typographical

			error
21.	N	Throughout T&C, Contract Modify the words 'sub-contract', 'sub-contractor', or 'sub-contracting' to eliminate the hyphen.	Edit for typographical error