

COMMUNITY LIVING BRITISH COLUMBIA

Home Sharing Service Terms and Conditions between CLBC and Home Sharing Service Providers

Version Record

<b>Version Number:</b>	<b>HS - 2</b>	<b>Effective Date:</b>	<b>June 15, 2011</b>
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<b>Change #</b>	<b>Service Provider Responsibilities Changed? (Y/N)</b>	<b>Summary of Changes</b>	<b>Purpose of Change</b>
1.	N	<p>3.1 (b)</p> <p><i>Changed from:</i> Funding: CLBC may, at its sole discretion, issue a modification to the SP advising the SP of an increase to either Accountable Funding or General Funding for Services under a Contract. The SP will not be required to sign the modification and will be considered to have accepted the modification unless it advises CLBC otherwise within the period specified in the modification. CLBC and the SP will be required to sign the modification where either the Accountable Funding or General Funding for Services under a Contract is reduced.</p> <p><i>Changed to:</i> Funding: CLBC may, at its sole discretion, issue a modification to the SP advising the SP of an increase to <b>funding for Services</b> under a Contract. The SP will not be required to sign the modification and will be considered to have accepted the modification unless it advises CLBC otherwise within the period specified in the modification. CLBC and the SP will be required to sign the modification where funding for Services under a Contract is reduced.</p>	Simplification of language
2.	N	<p>4</p> <p><i>Changed from:</i> “Accountable Funding” means any amount paid to a home sharing service provider for supports to home sharing other than the supports included in General Funding.</p> <p><i>Changed to:</i> “<b>Funding for Supports to Shared Living</b>” means any amount paid to a home sharing service provider for supports to home sharing other than the supports included in General Funding.</p>	Align language with that used by CLBC and Service Providers
3.	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., <b>as applicable to the Services.</b></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
4.	N	7.3 (a)	Simplification of

		<p><i>Changed from:</i> To supply and pay for all employees or sub-contractors, materials, accommodation for the Individual <b>and approvals</b> 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 accommodation as necessary or advisable to provide the Services for the Individual.</p>	language and enhanced clarity. Elimination of unclear requirement.
5.	Y	<p>8.4</p> <p><i>Changed from:</i> N/A (new clause)</p> <p><i>Changed to:</i> <b>Any unused Funding for Supports to Shared Living, as specified in a Contract, is repayable to CLBC.</b></p>	Enhanced clarity of intent
6.	N	<p>9.1</p> <p><i>Changed from:</i> The SP will keep and maintain sufficient records to substantiate its performance, including the delivery of Service Levels, under this Agreement and the usage of the Accountable Funding.</p> <p><i>Changed to:</i> The SP will keep and maintain sufficient records to substantiate its performance, including the delivery of Service Levels, under this Agreement and the usage of the <b>Funding for Supports to Shared Living.</b></p>	Consequential amendment to change #2.
7.	N	<p>11.1 (a)</p> <p><i>Changed from:</i> Reviews of the SP’s records to determine the SP’s usage of the Accountable Funding; and/or</p> <p><i>Changed to:</i> Reviews of the SP’s records to determine the SP’s usage of the <b>Funding for Supports to Shared Living;</b> and/or</p>	Consequential amendment to change #2.
8.	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 <b>and pay for</b> all permits and licenses required to perform the Services during the term of a Contract.</p>	Enhanced clarity of intent
9.	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 <b>to pay for</b> all applicable taxes and fees</p>	Simplification of language
10.	N	<p>13</p> <p><b>Change references to Government Master Insurance Program or GMIP to Master Insurance Program or MIP</b></p>	To align with new language from Risk Management Branch
11.	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</p>	Clarification as to nature of retained rights. Enhanced clarity

		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”.	
12.	N	15.2 <i>Changed from:</i> Upon CLBC's request, the SP must deliver to CLBC any and all originals and/or copies of CLBC’s or the SP’s Documents concerning the Individual.  <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.	Clarification that copies are sufficient.
13.	N	17.1 <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.  <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.	Enhanced CLBC’s requirements for document retention have now been specified.
14.	N	22.1 <i>Changed from:</i> The SP is an independent contractor with responsibility, control and direction over the manner and means of the SP’s performance of the Services, SP’s employees and any sub-contractors. Nothing in this Agreement, including adherence to Standards – Schedule B and Service Requirements – Schedule C, is intended to create an employment relationship between CLBC and the SP, or in any way to direct or determine how the SP will perform the Services. The SP is solely responsible for creating and implementing its own processes and procedures to deliver the Services.  <i>Changed to:</i> The SP is an independent contractor with responsibility, control and direction over the manner and means of the SP’s performance of the Services, and the SP’s employees and any sub-contractors. Nothing in this Agreement, including adherence to Standards – Schedule B and Service Requirements – Schedule C, is intended to create an employment relationship between CLBC and the SP, or in any way to direct or determine how the SP will perform the Services. The SP is solely responsible for creating and implementing its own processes and procedures to deliver the Services.	Enhanced clarity
15.	N	23.1 <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.  <i>Changed to:</i> Notices or other communication required by this Agreement must be given in writing and delivered in person	Increase flexibility

		or by mail, fax or email, to the authorized representatives of the parties as identified in a Contract.	
16.	N	23.3 <i>Changed from:</i> Changes of fax number or address for service or email address must be provided in writing to the other party.  <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.	Enhanced clarity
17.	N	24.1 <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 Contract, binding on the parties, notwithstanding that both parties are not signatories to the same copies.  <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.	Enhanced clarity
18.	N	25.1 <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.  <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.	Simplification of language
19.	Y	Schedule C and schedule D Section3, A revised "Criminal Records Check Policy: Service Delivery" has been issued effective April 2011.	There are new requirements concerning criminal record checks for all persons working with individuals supported by CLBC.
20.	N	Schedule C and schedule D Section 3, A revised "Individual Financial Payment Policy - Residential Services" has been issued effective June 2011.	Clarity of individuals' contributions for shelter and support costs and CLBC & SP responsibilities for residential services.
21.	N	Schedule C Service Requirements column has this footnote added:	Cross-referencing to requirements

		* These Service Requirements are located on CLBC's website at: <a href="http://www.communitylivingbc.ca">www.communitylivingbc.ca</a> .	documents								
22.	N	Schedule D, Section 1.1 <i>Changed from:</i> "Utilization of Accountable Funding" in the table in this section <i>Changed to:</i> "Utilization of Funding for Supports to Shared Living"	Consequential amendment to change #2.								
23.	N	Schedule D, Section 3 The table has another row as follows: <table border="1" data-bbox="544 489 1203 655"> <thead> <tr> <th>Service Requirement</th> <th>Reporting Required</th> <th>Due Date</th> <th>Report Format</th> </tr> </thead> <tbody> <tr> <td>Respite Guidelines</td> <td>No reporting required</td> <td>N/A</td> <td>N/A</td> </tr> </tbody> </table>	Service Requirement	Reporting Required	Due Date	Report Format	Respite Guidelines	No reporting required	N/A	N/A	To align the Service Requirements reporting with the Service Requirements
Service Requirement	Reporting Required	Due Date	Report Format								
Respite Guidelines	No reporting required	N/A	N/A								
24.	N	Schedule E, Section 18 After the numbered bullets the paragraph starts with a lower case 'the'	Edit for typographical error								
25.	N	Throughout T&C, Contract Modify the words 'sub-contract', 'sub-contractor', or 'sub-contracting' to <b>eliminate the hyphen.</b>	Edit for typographical error								