



**COMMUNITY LIVING
BRITISH COLUMBIA**

**SERVICE TERMS AND CONDITIONS
FOR CONTRACTS BETWEEN
COMMUNITY LIVING BRITISH COLUMBIA
AND
SERVICE PROVIDERS
Effective as of July 1, 2018**

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**SERVICE TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
COMMUNITY LIVING BRITISH COLUMBIA (“CLBC”) AND SERVICE PROVIDERS**

1. SCOPE

1.1 These Service Terms and Conditions apply to Contracts entered into by CLBC with Service Providers, except for contracts with Home Sharing Providers, for the provision of Services to Individuals.

2. CHANGES TO SERVICE TERMS AND CONDITIONS AND CONTRACTS

2.1 These Service Terms and Conditions, including the Schedules, will apply to and govern active Contracts with effect from the Effective Date, except where otherwise specified under section 2.4 (b).

2.2 Where a conflict exists between these Service Terms and Conditions and active Contracts, these Service Terms and Conditions will prevail.

2.3 Changes to these Service Terms and Conditions, including the Schedules, may be made by CLBC.

2.4 Where CLBC makes changes pursuant to section 2.3:

- a. The updated service terms and conditions will be made available on CLBC’s website at least 30 days prior to the Effective Date; and
- b. CLBC may specify implementation dates for specific clauses that vary from the Effective Date.

2.5 Except as set out in Section 2.3, a Contract may only be modified by:

- a. The written agreement of both Parties; or
- b. By CLBC, at its sole discretion, where the modification is solely for the purpose of:
 - i. Extending the term of the Contract and, concurrently and proportionately, increasing the funding in a Contract;
 - ii. Increasing the funding in a Contract; or
 - iii. Reducing the funding in a Contract where such reduction results from a corresponding increase in shelter and support payments to be made by an Individual to the Service Provider in accordance with CLBC’s Individual Financial Payment Policy: Residential Services.

2.6 Where CLBC modifies a Contract under Section 2.5 (b), CLBC will notify the Service Provider and the Service Provider will be considered to have accepted the modification unless it advises CLBC otherwise in writing within the period specified in the modification.

3. SCHEDULES

3.1 The following Schedules form part of these Service Terms and Conditions:

- A Outcomes
- B Standards
- C Service Requirements
- D Reporting
- E Privacy Protection
- F Dispute Resolution Process

4. ENTIRE AGREEMENT

- 4.1 A Contract between CLBC and Service Provider forms the entire agreement between the Parties.
- 4.2 Subject to Section 23.1, a Contract does not and is not intended to confer any rights or remedies upon any person other than the Parties.

SERVICES

5. SERVICES

- 5.1 The Service Provider must deliver the Services.
- 5.2 The Service Provider is responsible to align the delivery of the Services to further the achievement of outcomes for Individuals as described in Outcomes – Schedule A.
- 5.3 The Service Provider must deliver the Services in a competent and skilful manner and in compliance with the Standards – Schedule B and the Service Requirements – Schedule C, as applicable to the Services.
- 5.4 The Service Provider may only deliver the Services within the Province of British Columbia.
- 5.5 The Service Provider is responsible:
 - a. To supply and pay for all employees or subcontractors, materials, and facilities as necessary or advisable to deliver the Services.

- b. For the selection, hiring, training and supervision of all employees or subcontractors.
- c. For the acts and omissions of its employees and subcontractors in performing any component of the Services.
- d. To comply with any reasonable instructions from CLBC regarding the delivery of the Services and related to the Individual's health, safety or similarly urgent and critical matters. Any verbal instructions will be confirmed by CLBC in writing as soon as practical. The Service Provider is responsible for determining the manner in which the instructions are carried out.
- e. To advise CLBC in advance of any changes to its locations of Service.

PAYMENTS

6. PAYMENTS

- 6.1 CLBC will make payments to the Service Provider in accordance with a Contract, subject to sufficient appropriation being made available by the BC Government in the fiscal year during which the payment becomes due.
- 6.2 The Service Provider will promptly notify CLBC under the following circumstances:
 - a. Cost Estimates are subsequently determined to be in error; and
 - b. As a result of the error in Section 6.2(a), the Service Provider has received or expects to receive payments materially in excess of an amount necessary for the delivery of Services.
- 6.3 The Service Provider will repay, as debt due to CLBC, the following:
 - a. The portion of payments that are attributable to the undelivered Service Levels, where the amount of Service Levels delivered is less than the amount specified in a Contract;
 - b. Payments made by CLBC to the Service Provider for Home Sharing where such payments:
 - i. Have not been paid by the Service Provider to a Home Sharing subcontractor; or
 - ii. Have been paid by the Service Provider to a Home Sharing subcontractor and are attributable to days when services were not delivered by the subcontractor.

- c. Payments made by CLBC to the Service Provider for Supports to Shared Living where such payments have not or will not be spent by either the Service Provider or the Home Sharing subcontractor for the provision of supports to shared living.
 - d. Payments in excess of the amount necessary for the delivery of Services resulting from inaccuracies in Cost Estimates, where CLBC, acting reasonably, has determined the payments to be materially in excess of the amount necessary for the delivery of Services.
- 6.4 CLBC may, at its discretion, set off amounts owed by the Service Provider to CLBC against payments due to the Service Provider under any Contract.
- 6.5 Where a notice has been issued under Section 15.1(b), CLBC may withhold up to 10% of any monthly amounts payable until the failure is resolved to the satisfaction of CLBC, at which time CLBC will pay the withheld amounts to the Service Provider.

RECORDS, REPORTING AND VERIFICATION

7. RECORDS

- 7.1 The Service Provider will maintain complete, accurate and sufficient Documents to substantiate:
- a. Its delivery of the Services, including the delivery of Service Levels specified in a Contract; and
 - b. Its representations of Cost Estimates made in a Contract.

8. REPORTING

- 8.1 The Service Provider will provide CLBC with reports as specified in Reporting – Schedule D.

9. VERIFICATION

- 9.1 CLBC may verify the Service Provider 's compliance with a Contract by undertaking:
- a. Audits or reviews of the Service Provider 's Documents; and/or
 - b. Reviews or inspections of the Service Provider's premises, and any equipment and activities pertaining to the delivery of Services.
- 9.2 The Service Provider will assist CLBC with the audits, reviews and/or inspections, including providing:

- a. Access to its Documents;
 - b. Access to Individuals and its employees and subcontractors; and
 - c. Explanations as requested.
- 9.3 Where CLBC undertakes audits, reviews and/or inspections under Section 9, the Service Provider and CLBC will each be responsible for their own costs relating to those audits, reviews and/or inspections.

INSURANCE AND INDEMNITY

10. INSURANCE

- 10.1 Where the Service Provider is eligible for coverage under the Master Insurance Program (MIP):
- a. CLBC will purchase and maintain Comprehensive General Liability insurance in the amount of \$2,000,000 inclusive per occurrence against bodily injury and property damage arising out of the Service Provider's performance of the Services.
 - b. The Service Provider shall be responsible for and pay any deductible under the policy.
 - c. The Service Provider will be provided with a Certificate of Insurance and a copy of the insurance policy wording.
 - d. CLBC will take reasonable steps to ensure the coverage specified in (a) above is continuous for the duration of a Contract but CLBC does not accept responsibility for providing coverage in the event the insurance is cancelled or reduced by the insurer.
 - e. CLBC does not represent or warrant that the policy contains insurance for any and all losses. It is the Service Provider's responsibility to ascertain the exact nature and extent of coverage of the policy as well as any and all terms and conditions of the policy.
 - f. The Service Provider shall provide, maintain, and pay for, any additional insurance which the Service Provider is required by law to carry, or which the Service Provider considers necessary to cover risks not otherwise covered by the insurance specified in (a) above.
- 10.2 Where the Service Provider is ineligible for MIP, the Service Provider will provide and maintain comprehensive general liability insurance in an amount

not less than \$2,000,000 per occurrence insuring against bodily injury, personal injury, and third party property damage and including liability assumed under a Contract.

- a. Service Provider will ensure all required insurance is endorsed to provide CLBC with 30 days advance written notice of cancellation or material change.
- b. Service Provider will provide CLBC with evidence of the required insurance.

10.3 The Service Provider shall maintain and pay for a minimum of \$2,000,000 automobile third party liability insurance on any vehicle used to transport Individuals.

10.4 The Service Provider will register with WorkSafeBC, and:

- a. Provide CLBC with evidence that its registration is active and in good standing;
- b. Where the registration is under Personal Optional Protection, the Service Provider will ensure its coverage is based on actual earnings, subject to the maximum assessable earnings per WorkSafeBC; and
- c. Pay the assessments for its workers and/or Personal Optional Protection.

11. SERVICE PROVIDER INDEMNITY

11.1 Service Provider agrees to indemnify and hold harmless CLBC and its officers, directors, employees and agents (“Indemnified Persons”) from and against any loss, claim, damage award, action, cause of action, cost or expense that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after any Contract ends (each a “Loss”), to the extent the Loss is directly or indirectly caused or contributed to by:

- a. Any act or omission by the Service Provider or by any of the Service Provider’s agents, employees, officers, directors or subcontractors in connection with a Contract; or
- b. Any representation or warranty of the Service Provider made in relation to any Contract being or becoming untrue or incorrect.

ACCESS, CONFIDENTIALITY AND RETENTION

12. RIGHTS AND ACCESS TO DOCUMENTS

- 12.1 The Service Provider and CLBC each exclusively retain rights, including copyright, to any Documents each may create.
- 12.2 Upon CLBC's request, the Service Provider must deliver to CLBC copies of any of CLBC's or the Service Provider's Documents by a date specified by CLBC.

13. CONFIDENTIALITY AND PRIVACY

- 13.1 The Service Provider and CLBC must each safeguard and treat the Documents as confidential.
- 13.2 The Service Provider will comply with the requirements set out in Privacy Protection – Schedule E.

14. RETENTION OF DOCUMENTS

- 14.1 Documents containing personal information concerning an Individual must be retained by the Service Provider during the period that the Services continue to be provided to the Individual and for a minimum of 7 years from the date that the Services were last provided to that Individual.
- 14.2 Documents, other than those specified in Section 14.1, concerning the provision of Services, other than Documents containing personal information concerning Individuals, must be retained by the Service Provider for a minimum of 7 years from the date the Services were provided.
- 14.3 The Service Provider's is responsible to identify and adhere to any legal or other document retention requirements that may apply.

TERMINATION

15. TERMINATION

- 15.1 CLBC may immediately terminate a Contract for cause by giving written notice of termination to the Service Provider should any of the following events occur:
 - a. The health or safety of an Individual receiving the Services is at immediate risk;
 - b. The Service Provider has been notified in writing by CLBC of the Service Provider's failure to fulfil its responsibilities under that Contract and within 30 days of receiving the notification the Service Provider has not:
 - i. corrected the failure; or

- ii. developed and obtained CLBC's written agreement to a plan that will correct the failure;
 - c. The plan in Section 15.1(b)(ii), was not implemented or on implementation, in whole or in part, did not correct the failure or CLBC acting reasonably considers that it is no longer likely to correct the failure; or
 - d. The Service Provider becomes insolvent and/or declares bankruptcy.
- 15.2 Either CLBC or the Service Provider may terminate a Contract without cause and for any reason by giving written notice of termination to the other Party in accordance with the notice period specified in that Contract.
- 15.3 Where a Contract is terminated under Section 15.1 or 15.2, CLBC will be responsible for paying the Service Provider for Services delivered to the date of termination, subject to the Service Provider fulfilling its obligations under that Contract. The Service Provider will not be entitled to any other payment, penalty, or recourse.
- 15.4 Where CLBC terminates a Contract under Section 15. 2, the Service Provider may incur termination costs resulting from the application of either the Employment Standards Act or a collective agreement. Subject to receipt of documentation satisfactory to CLBC, CLBC will consider making payment(s) to the Service Provider corresponding to any such termination costs limited to costs that relate to a period not exceeding 90 days from the date of the notice and are directly attributable to Service Provider's employees engaged only or substantially in the performance of Services specific to that Contract. Any such payment(s) will not be considered to create any type of employment or contractual relationship between CLBC and the Service Provider and/or between CLBC and the employees or subcontractors of the Service Provider.
- 15.5 Termination is not conditional on the Dispute Resolution Process – Schedule F.

16. SURVIVAL OF TERMS

- 16.1 Sections 4, 5.5(c), 6.1, 6.2 to 6.4, 7, 8, 9, 10.1 (b), 10.1 (e), 10.4(c), 11, 12, 13, 14, 15.3, 15.5, 16, 17, 18.4, 19.2, 19.3, 20, 21, 22, 23, 24, 25 and such other provisions as may reasonably be expected to remain in force will survive the expiry or termination of a Contract and will remain in full force and effect following such expiration or termination.

COMPLAINTS AND DISPUTES

17. COMPLAINTS AND DISPUTE RESOLUTION

- 17.1 Complaints by Individuals about the provision of Services will follow the process outlined in the Complaints Resolution Process available on CLBC's website at www.communitylivingbc.ca under Policies & Publications.
- 17.2 Contract disputes between the Service Provider and CLBC must follow the process outlined in the Dispute Resolution Process – Schedule F.

SUBCONTRACTS AND ASSIGNMENT

18. SUBCONTRACTS AND ASSIGNMENT

- 18.1 The Service Provider may not fully or substantially subcontract the Services specified in a Contract with the following exceptions:
- a. Where approved in writing by CLBC; or
 - b. Home Sharing Services.
- 18.2 Subject to Section 18.1, at its discretion, the Service Provider may use subcontractors rather than employees to assist in delivering Services. In such instances the subcontract does not relieve the Service Provider from any obligations under a Contract. Additionally, the Service Provider must ensure that any subcontractor:
- a. Meets the qualifications, training and clearances requirements applicable to employees;
 - b. Is overseen by the Service Provider; and
 - c. Meets the Standards – Schedule B and the Service Requirements – Schedule C, as applicable to the Services.
- 18.3 Where the Service Provider uses a subcontractor, the Service Provider will ensure that a written subcontract is in place between the Service Provider and the subcontractor. The written subcontract must include:
- a. For subcontracts other than those for the provision of Home Sharing Services, clauses equivalent to the following sections of these *Service Terms and Conditions*:
 - i. Sections 5, 7, 8, 10, 13, 15, 16, 17, and 19; and
 - ii. Sections 9.1, 9.2 and 9.3, wherein the subcontractor agrees that CLBC may undertake audits, reviews and/or inspections and that

the subcontractor will assist CLBC as appropriate, and that the subcontractor and CLBC will each be responsible for their own costs relating to those audits, reviews and/or inspections.

- b. For subcontracts for the provision of Home Sharing Services, clauses equivalent to the following sections of *Service Terms and Conditions Between Community Living British Columbia and Home Sharing Service Providers*:
 - i. Sections 5, 7, 8, 10, 13, 15, 16, 17, and 19; and.
 - ii. Section 9, wherein the subcontractor agrees that CLBC may undertake reviews and/or inspections and that the subcontractor will assist CLBC as appropriate.

18.4 At CLBC's request, the Service Provider will provide CLBC with a list of its subcontractors and a copy of any written contract between the Service Provider and any subcontractor.

18.5 The Service Provider must not assign a Contract without the prior written consent of CLBC.

MISCELLANEOUS

19. ADDITIONAL SERVICE PROVIDER OBLIGATIONS

19.1 The Service Provider will obtain and pay for all permits and licenses required to perform the Services during the term of a Contract.

19.2 The Service Provider will comply with all applicable laws.

19.3 The Service Provider will pay all applicable taxes and fees.

20. RELATIONSHIP

20.1 The Parties will conduct themselves with integrity, honesty and mutual respect.

20.2 The Service Provider is an independent contractor with responsibility, control and direction over the manner and means of the Service Provider's performance of the Services, and the Service Provider's employees and any subcontractors. Nothing in a Contract, including adherence to Standards – Schedule B and Service Requirements – Schedule C, is intended to create an employment relationship between CLBC and the Service Provider, or in any way to direct or determine how the Service Provider will perform the Services. The Service Provider is solely responsible for creating and implementing its own processes and procedures to deliver the Services.

- 20.3 The Service Provider is at liberty to provide services to any other person, firm or company.
- 20.4 Nothing in a Contract will make or be construed to make Service Provider and CLBC partners, agents, or employees of each other or to create any other relationship by which the acts of either Party may bind the other or result in any liability to the other except as specified in a Contract.

21. NOTICES

- 21.1 Notices or other communication required by a Contract must be given in writing and delivered either in person or by mail, fax or email, to the address specified in a Contract or as otherwise provided under Section 21.3.
- 21.2 Any such notice or other communication will be deemed to have been given or made on the date on which it was delivered or, in the case of fax or email, on the date of transmission.
- 21.3 Changes in a Party's fax number, address for service or email address must be provided promptly in writing to the other Party.

22. COUNTERPARTS

- 22.1 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.
- 22.2 A faxed, scanned copy or photocopy of a signed original document will constitute a properly executed, delivered, and binding agreement.

23. CLBC SUCCESSORS

- 23.1 The rights and obligations of CLBC under a Contract 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.

24. WAIVER

- 24.1 A waiver by CLBC of any provision of a Contract or of any breach by the Service Provider of a Contract is effective only if it is in writing and signed by CLBC. Such waiver will only be effective for the specific instance and for the specific purpose for which it is given.

25. GOVERNING LAWS

25.1 Contracts are governed by the laws of British Columbia.

DEFINITIONS

26. DEFINITIONS

In these Service Terms and Conditions, the following words and expressions have the following meanings unless the context otherwise requires:

“Contract” means a written agreement, governed by these Service Terms and Conditions, that establishes the scope and term of Services, and the terms for payment.

“Cost Estimates” means any estimates of costs or cost drivers provided to CLBC by the Service Provider and used to determine the funding in a Contract. Such estimates may include but are not limited to wage rates/employee classifications, paid time off (such as vacation, sick time, education/training and statutory holidays), employee benefits, facilities and program costs.

“Documents” means records, books of account and financial statements, electronic or otherwise, containing information concerning the delivery of Services and/or Individuals, created or collected either by CLBC or Service Provider.

“Effective Date” means the date identified as such on the first page of these Service Terms and Conditions.

“Individual(s)” means people who have been determined to meet the eligibility criteria for CLBC services.

“Service Level” has the meaning as defined in Schedule D.

“Services” means any services as specified in a Contract.

SCHEDULES TO TERMS AND CONDITIONS

SCHEDULE A: Outcomes

SCHEDULE B: Standards

SCHEDULE C: Service Requirements

SCHEDULE D: Reporting

1. Service Level
2. Management Information – Periodic
3. Management Information – Occurrence Based
4. Outcomes
5. Standards
6. Service Requirements

SCHEDULE E: Privacy Protection

SCHEDULE F: Dispute Resolution Process

SCHEDULE A: OUTCOMES

The Service Provider is responsible to align the delivery of the Services to further the achievement of the following outcomes:

Outcome	Description
Emotional Well-Being	Individuals feel safe in their home and community. They have a positive sense of self and trust the people in their lives.
Interpersonal Relations	Individuals have meaningful relationships with family and friends.
Material Well-Being	Individuals have the financial resources to do the things that are important to them.
Personal Development	Individuals pursue their interests, have opportunities for personal growth and skill development, and have access to necessary information and support.
Physical Well-Being	Individuals are physically healthy and active. They have access to the health care they require.
Self-Determination	Individuals make decisions in their lives about things that matter to them.
Social Inclusion	Individuals participate in community life in roles they and society value.
Rights	Individuals have autonomy and their decisions are respected

SCHEDULE B: STANDARDS

Service Providers will comply with the following standards as applicable to the type of Service Provider. These standards include formal safeguards and are not intended to control the method of service delivery.

Service Providers receiving \$500,000 or more in annual payments on a combined basis from CLBC and the Ministry of Children and Family Development are required to be accredited through an accrediting body recognized by CLBC, including the Commission on Accreditation of Rehabilitation Facilities ('CARF'), or Council on Accreditation ('COA').

Type of Service Provider	Applicable Standard(s)
Accredited Service Providers	Accredited Service Providers must meet and maintain the applicable standards issued by the accrediting body through which they are accredited.
Unaccredited Service Providers	Unaccredited Service Providers must meet and maintain CLBC's Standards for Unaccredited Service Providers, located on CLBC's website at: www.communitylivingbc.ca . CLBC's Standards for Unaccredited Service Providers may change from time to time, in which case affected Service Provider's will be notified by CLBC.

SCHEDULE C: SERVICE REQUIREMENTS

The Service Provider will comply with the following Service Requirements for each program area for which it provides Service:

Service Requirement	Residential	Community Inclusion	Respite	Supports for Individuals/Families
Bathing Guidelines	X		X	X
Behaviour Support and Safety Planning	X	X	X	X
Individual Financial Payment Policy: Residential Services	X			
Criminal Record Check Policy: Service Delivery	X	X	X	X
Critical Incidents Policy	X	X	X	X
Service Provision by Family Members	X	X	X	X

These service requirements are located on CLBC's website at: www.communitylivingbc.ca and may change from time to time, in which case affected Service Providers will be notified by CLBC.

SCHEDULE D: REPORTING

1. Service Level

1.1. Definition of Service Level: A Service Level may be Service Hours or Service Days:

- **Service Hours** means the hours directly expended in the delivery of service; and
 - Includes the associated incidental hours expended on administrative and/or service coordination activities such as: planning/goal setting meetings, maintaining log notes, staff meetings, gathering of information related to the Individual/family being supported, organizing activities for the Individual/family, preparing documentation, writing reports;
 - Excludes the associated vacation, sick time, education/training, statutory holiday time; and
 - Excludes hours expended in the supervision or dedicated coordination of the service, and on general management or administration; and
 - Excludes hours contributed by volunteers.
- **Service Day** means between 8 and 24 continuous Service Hours during which either the service must be delivered or be available for delivery and delivered as required.

1.2. Reporting on Service Levels as stated in a Contract is required as and when requested by CLBC.

2. Management Information – Periodic

2.1. Periodic Management Information reporting is required as follows and due no later than 30 days from the end of the noted reporting period:

Program			
Residential	<p><u>Reportable Management Information:</u> All service categories require reporting of:</p> <ul style="list-style-type: none"> • Names of the Individuals served and their date of entering the Service or exiting the Service if that date falls within the reporting period. 		
	Service Category	Reporting Period	Report Format
	<ul style="list-style-type: none"> • Staffed Residential • Shared Living • Supported Living 	<p><i>Fixed Payment Contracts:</i></p> <ol style="list-style-type: none"> 1. Each full 12 month period within the Contract term until the final 12 month or lesser period prior to the Contract term end date (the 'Residual Period'); and the number of months in the Residual Period. <p>Or</p> <ol style="list-style-type: none"> 2. The term of the Contract, where the term is less than 12 months. 	<p><i>Fixed Payment Contracts:</i></p> <ul style="list-style-type: none"> • Prescribed CLBC format
	<p><i>Variable Payment Contracts:</i></p> <ol style="list-style-type: none"> 1. Each 1 month period within the Contract term. 	<p><i>Variable Payment Contracts:</i></p> <ul style="list-style-type: none"> • Monthly Invoice 	

Program			
Community Inclusion	<p>Reportable Management Information: All service categories require reporting of:</p> <ul style="list-style-type: none"> • Names of the Individuals served and their date of entering the Service or exiting the Service if that date falls within the reporting period; • Service Hours per Individual, where specified in the Contract; and • For Employment service Contracts, the number of Individuals employed 		
	Service Category	Reporting Period	Report Format
	<ul style="list-style-type: none"> • Employment • Skill Development 	<p>Fixed Payment Contract:</p> <ol style="list-style-type: none"> 1. Each 3 month period within the Contract term until the final 3 month or lesser period prior to the Contract term end date (the 'Residual Period'); and the number of months in the Residual Period. <p>Or</p> <ol style="list-style-type: none"> 2. The term of the Contract, where the term is less than 3 months. <p>Variable Payment Contract:</p> <ol style="list-style-type: none"> 1. Each 1 month period within the Contract term. 	<p>Fixed Payment Contracts:</p> <ul style="list-style-type: none"> • Prescribed CLBC format <p>Variable Payment Contracts:</p> <ul style="list-style-type: none"> • Monthly Invoice
	<ul style="list-style-type: none"> • Community Based • Home Based 	<p>Fixed Payment Contract:</p> <ol style="list-style-type: none"> 1. Each full 12 month period within the Contract term until the final 12 month or lesser period prior to the Contract term end date (the 'Residual Period'); and the number of months in the Residual Period. <p>Or</p> <ol style="list-style-type: none"> 2. The term of the Contract, where the term is less than 12 months. <p>Variable Payment Contract:</p> <ol style="list-style-type: none"> 1. Each 1 month period within the Contract term. 	<p>Fixed Payment Contracts:</p> <ul style="list-style-type: none"> • Prescribed CLBC format <p>Variable Payment Contracts:</p> <ul style="list-style-type: none"> • Monthly Invoice

Program			
Respite	Reportable Management Information: All service categories require reporting of: <ul style="list-style-type: none"> Names of the families served and their date of entering the Service or exiting the Service if that date falls within the reporting period; and Service Hours and/or Service Days per family, where specified in the Contract. 		
	Service Category	Reporting Period	Report Format
	<ul style="list-style-type: none"> Contracted Respite 	Fixed Payment Contract: <ol style="list-style-type: none"> Each 3 month period within the Contract term until the final 3 month or lesser period prior to the Contract term end date (the 'Residual Period'); and the number of months in the Residual Period. Or <ol style="list-style-type: none"> The term of the Contract, where the term is less than 3 months. 	Fixed Payment Contracts: <ul style="list-style-type: none"> Prescribed CLBC format
		Variable Payment Contract: <ol style="list-style-type: none"> Each 1 month period within the Contract term. 	Variable Payment Contracts: <ul style="list-style-type: none"> Monthly Invoice

Program			
Support for Individuals/Families	<p>Reportable Management Information: All service categories require reporting of:</p> <ul style="list-style-type: none"> • Names of the Individuals/families served and their date of entering the Service or exiting the Service if that date falls within the reporting period; and • Service Hours per Individual/family, where specified in the Contract. 		
	<p>Service Category</p> <ul style="list-style-type: none"> • Psychological • Behavioural • Home Maker • Support Coordination 	<p>Reporting Period</p> <p>Fixed Payment Contract:</p> <ol style="list-style-type: none"> 1. Each 3 month period within the Contract term until the final 3 month or lesser period prior to the Contract term end date (the 'Residual Period'); and the number of months in the Residual Period. <p>Or</p> <ol style="list-style-type: none"> 2. The term of the Contract, where the term is less than 3 months. <p>Variable Payment Contract:</p> <ol style="list-style-type: none"> 1. Each 1 month period within the Contract term. 	<p>Report Format</p> <p>Fixed Payment Contracts:</p> <ul style="list-style-type: none"> • Prescribed CLBC format <p>Variable Payment Contracts:</p> <ul style="list-style-type: none"> • Monthly Invoice

3. Management Information – Occurrence Based

3.1. Occurrence based Management Information reporting is required as follows and due no later than 5 days after the event occurs:

Program			
Residential	Service Category	Specific Reportable Occurrences	Report Format
	<ul style="list-style-type: none"> • Staffed Residential • Shared Living 	<ul style="list-style-type: none"> • Individual has declined the Service • Individual will be away from the Service for a period that is expected to be more than 30 consecutive calendar days • Individual has been away from the Service for 30 consecutive calendar days • Individual has been away from the Service for 30 or more days during any calendar quarter (Jan-Mar, April-June, July-Sept, Oct-Dec) 	Prescribed CLBC format
<ul style="list-style-type: none"> • Supported Living 	<ul style="list-style-type: none"> • Individual has declined the Service • Individual is not present or has not attended, without explanation, on 3 consecutive attempts to provide the Service • Individual is not present or has not attended the Service on 30 or more occasions during any calendar quarter (Jan-Mar, April-June, July-Sept, Oct-Dec) • Where defined in the Contract: <ul style="list-style-type: none"> ▪ Contracted maximum number of Service Hours per Individual have been exceeded 	Prescribed CLBC format	

Program			
Community Inclusion	Service Category	Specific Reportable Occurrences	Report Format
	<ul style="list-style-type: none"> • Employment • Skill Development • Community Based • Home Based 	<ul style="list-style-type: none"> • Individual has declined the Service • Individual will be away from the Service for a period that is expected to be more than 30 consecutive calendar days • Individual is not present or has not attended, without explanation, on 3 consecutive attempts to provide the Service • Individual is not present or has not attended the Service on 30 or more occasions during any calendar quarter (Jan-Mar, April-June, July-Sept, Oct-Dec) • Where defined in the Contract, variances in the: <ul style="list-style-type: none"> ▪ Contracted Service start and end time; ▪ Number or specific days per week Service is provided; and/or ▪ Number or specific weeks per year Service is provided. 	Prescribed CLBC format

Program			
Respite	Service Category	Specific Reportable Occurrences	Report Format
	<ul style="list-style-type: none"> • Contracted Respite 	<ul style="list-style-type: none"> • Family has declined the Service • Family is not present or has not attended, without explanation, on 3 consecutive attempts to provide the Service 	Prescribed CLBC format

Program			
Support for Individuals/ Families	Service Category	Specific Reportable Occurrences	Report Format
	<ul style="list-style-type: none"> ● Psychological ● Behavioural 	<ul style="list-style-type: none"> ● Individual/family has declined the Service ● Individual/family is not present or has not attended, without explanation, on 3 consecutive attempts to provide the Service ● The Individual/family will be away from the Service for a period that is expected to span 3 or more consecutive appointments ● Individual/family is not present or has not attended on 6 or more occasions during any calendar quarter (Jan-Mar, April-June, July-Sept, Oct-Dec) ● Where defined in the Contract: <ul style="list-style-type: none"> ▪ Contracted maximum number of Service Hours per Individual/family have been exceeded; ▪ Variances in the contracted Service start and end time; and/or ▪ Variances in the number or specific days per week Service is provided. 	Prescribed CLBC format
	<ul style="list-style-type: none"> ● Home Maker 	<ul style="list-style-type: none"> ● Individual/family has declined the Service ● Individual/family is not present or has not attended, without explanation, on 3 consecutive attempts to provide the Service ● Individual/family will be away from the Service for a period that is expected to be more than 30 consecutive calendar days ● Individual/family is not present or has not attended the Service on 30 or more occasions during any calendar quarter (Jan-Mar, April-June, July-Sept, Oct-Dec) ● Where defined in the Contract: <ul style="list-style-type: none"> ▪ Contracted maximum number of Service Hours per Individual/family have been exceeded 	Prescribed CLBC format
	<ul style="list-style-type: none"> ● Support Coordination 	<ul style="list-style-type: none"> ● Individual/family has declined the Service ● Individual/family is not present or has not attended, without explanation, on 3 consecutive attempts to provide the Service ● Individual/family will be away from the Service for a period that is expected to be more than 30 consecutive calendar days ● Where defined in the Contract, variances in the: <ul style="list-style-type: none"> ▪ Contracted maximum number of Service Hours per Individual/family have been exceeded 	Prescribed CLBC format

4. Outcomes

4.1. Outcomes reporting is required as follows:

	Reporting Period	Due Date	Report Format
Accredited Service Providers	Annual, based on the 12 month period determined by the Service Provider	Within 30 days from the end of each reporting period	Prescribed CLBC format
Unaccredited Service Providers	No Reporting Required	N/A	N/A

5. Standards

5.1. Standards reporting is required as follows:

	Reporting Period	Due Date	Report Format
Accredited Service Providers: <ul style="list-style-type: none"> - Accreditation Report - Quality Improvement Report - Internal Review Reports (health and safety, e.g. critical incidents) - External Review Reports (health and safety, e.g. licensing) 	As per reporting period(s) established by the accrediting entity	No later than 30 days after submitting a report to or receiving a report from the accrediting entity	Format prescribed by the accrediting entity
Unaccredited Service Providers: <ul style="list-style-type: none"> - Standards Compliance Report 	Each 12 month period commencing from the Contract term start date	No later than 30 days from the end of each reporting period	Prescribed CLBC format

6. Service Requirements

6.1. Service Requirements reporting is required as follows:

Service Requirement	Reporting Required	Due Date	Report Format
Bathing Guidelines	No reporting required	N/A	N/A
Behaviour Support and Safety Planning	Safety Plan, where required	Prior to implementation	Format not prescribed
Individual Financial Payment Policy: Residential Services	No reporting required	N/A	N/A
Criminal Record Check Policy: Service Delivery	No reporting required	N/A	N/A
Critical Incidents Policy			
Agencies Licensed under the <i>Community Care and Assisted Living Act</i> – Reportable Incidents	Per Critical Incidents Policy	Immediately on occurrence	Prescribed Format per Community Care - Licensing - Incident Report for Community Care Facilities
Agencies Licensed under the <i>Community Care and Assisted Living Act</i> – Non-Reportable Incidents	Per Critical Incidents Policy	Immediately on occurrence	Prescribed CLBC Format – Critical Incident Report
Unlicensed Agencies	Per Critical Incidents Policy	Immediately on occurrence	Prescribed CLBC Format – Critical Incident Report
Service Provision by Family Members	No reporting required	N/A	N/A

SCHEDULE E: PRIVACY PROTECTION

This Schedule forms part of the Contract between Community Living British Columbia (the “Public Body”) and the Service Provider (the “Contractor”).

Definitions

1. In this Schedule,
 - a. “**access**” means disclosure by the provision of access;
 - b. “**Act**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time.
 - c. “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - d. “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of a Contract or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as a Contract but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.
 - e. “privacy course” means the online privacy and information sharing training course provided by CLBC for Service Providers.

Purpose

2. The purpose of this Schedule is to:
 - a. enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and
 - b. ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless a Contract otherwise specifies or the Public Body otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under a Contract.

4. Unless a Contract otherwise specifies or the Public Body otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless a Contract otherwise specifies or the Public Body otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - a. the purpose for collecting it;
 - b. the legal authority for collecting it; and
 - c. the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Contractor's collection of personal information.

Privacy Training

6. The Contractor must ensure that each person who will provide services under a Contract that involve the collection or creation of personal information will complete the privacy course prior to that person providing those services.
7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

8. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Public Body to make a decision that directly affects the individual the information is about.

Requests for access to personal information

9. If the Contractor receives a request for access to personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body unless a Contract expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

10. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
11. When issuing a written direction under section 8, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that the Contractor may comply with section 10.
12. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Contractor disclosed the information being corrected or annotated.
13. If the Contractor receives a request for correction of personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

14. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in a Contract.

Storage and access to personal information

15. Unless the Public Body otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

16. Unless a Contract otherwise specifies, the Contractor must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

17. Unless the Public Body otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under a Contract.

Disclosure of personal information

18. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under a Contract.
19. Unless a Contract otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

20. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
 - a. receives a foreign demand for disclosure;
 - b. receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - c. has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

21. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

22. In addition to any other rights of inspection the Public Body may have under a Contract or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

23. The Contractor must in relation to personal information comply with:
 - a. the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - b. any direction given by the Public Body under this Schedule.
24. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

25. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Contract

26. In addition to any other rights of termination which the Public Body may have under a Contract or otherwise at law, the Public Body may, subject to any provisions in the Contract establishing mandatory cure periods for defaults by the Contractor, terminate the Contract by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under a Contract and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

29. The obligations of the Contractor in this Schedule will survive the termination of a Contract.
30. If a provision of a Contract (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Contract (or direction) will be inoperative to the extent of the conflict.
31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of a Contract or, subject to section 30, the law of any jurisdiction outside Canada.
32. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

SCHEDULE F: DISPUTE RESOLUTION PROCESS

Stage 1 – Notification

1. Should any dispute arise with respect to any Contract, to initiate the dispute resolution process, one Party must provide written notification of the dispute to the other Party.

Stage 2 – Negotiations

2. CLBC's Integrated Services Manager and a senior representative of the Service Provider, or their designates, will engage, for a period of 60 days from the date of notification of the dispute, or other period as mutually agreed, in good faith negotiations with the objective of resolving such dispute.
3. If such good faith negotiations do not resolve the dispute, the dispute will be referred to the relevant CLBC Director of Regional Operations and an executive representative of the Service Provider, or their designates, who will engage for a further period of 60 days, or other period as mutually agreed, in good faith negotiations with the objective of resolving such dispute.

Stage 3 – Mediation

4. At any time during or within 30 days of completing Stage 2, the Parties may agree to mediation.
5. If the Parties are unable to agree upon a mediator within 15 days of agreeing to mediation, a mediator will be appointed by the Mediate BC Society.
6. The Parties will share the fees and expenses of a mediator equally. Any other costs, including professional (such as legal and/or accounting) fees and disbursements and the costs of any expert witnesses, will be borne by the Party incurring the costs.

Stage 4 – Arbitration

7. The dispute must proceed to arbitration pursuant to the Arbitration Act (British Columbia) where:
 - a. Stage 2 was completed and failed to resolve the dispute and either Party, having reasonably determined that mediation will not resolve the dispute, provides notice to arbitrate to the other party;
 - b. During Stage 3 either Party, having determined that mediation will not resolve the dispute, provides notice to arbitrate to the other party;
 - c. Mediation failed to resolve the dispute and one Party provides notice to arbitrate to the other Party; or

- d. During Stage 2 CLBC, having reasonably determined that good faith negotiations are unlikely to resolve the dispute, provides notice to arbitrate to the Service Provider.
8. If the Parties are unable to agree upon an arbitrator within 15 days of the notice to arbitrate, an arbitrator will be appointed in accordance with the Arbitration Act (British Columbia).
9. In the event that the Parties proceed to arbitration pursuant to Section 7 (a) to (c), the Parties will equally share the fees and expenses of the arbitrator, clerk, secretary and reporter assisting in the arbitration.
10. In the event that the Parties proceed to arbitration pursuant to Section 7 (d), unless the arbitrator specifies otherwise under the Arbitration Act (British Columbia), CLBC will be responsible for the reasonable fees and expenses of the arbitrator, clerk, secretary or reporter assisting in the arbitration.
11. Any costs other than those contemplated in Section 9 or 10, including professional (such as legal and/or accounting) fees and disbursements and the costs of any expert witnesses, will be borne by the Party incurring the costs.

Stage 5 - Courts

12. The Parties agree that good faith negotiations and arbitration will all be without recourse to the courts and that the award of the arbitrator will be final and binding, except that:
 - a. Either Party may appeal an arbitration award to the courts of the Province of British Columbia on a question of law; and
 - b. Either Party may apply to the courts of the Province of British Columbia:
 - i. For an interim measure of protection;
 - ii. For any order for equitable relief which the arbitrator does not have the jurisdiction to provide; or
 - iii. To enforce the recovery or payment of money or costs determined in an arbitration award or mediated or negotiated agreement.