



**COMMUNITY LIVING
BRITISH COLUMBIA**

**HOME SHARING SERVICE TERMS AND CONDITIONS
FOR CONTRACTS BETWEEN
COMMUNITY LIVING BRITISH COLUMBIA
AND
HOME SHARING PROVIDERS
EFFECTIVE AS OF JANUARY 1, 2019**

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

GENERAL

1. SCOPE

1.1 These Home Sharing Service Terms and Conditions (“Service Terms and Conditions”) apply to Contracts entered into by CLBC with Home Sharing Providers for the provision of Services to Individuals.

2. CONTRACT MODIFICATIONS

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;
 - 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 Home Sharing Provider in accordance with CLBC's Individual Financial Payment Policy: Residential Services.

2.6 Where CLBC modifies a Contract under Section 2.2 (b), CLBC will notify the Home Sharing Provider and the Home Sharing 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 Home Sharing 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 Home Sharing Provider must deliver the Services.
- 5.2 The Home Sharing 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 Home Sharing 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 Home Sharing Provider may only deliver the Services within the Province of British Columbia.
- 5.5 The Home Sharing Provider is responsible:
- a. To supply and pay for all employees or subcontractors, materials, and accommodation 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 Home Sharing 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 Home Sharing 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 Home Sharing 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; and/or
 - b. Any unused Funding for Supports to Shared Living, as specified in a Contract.
- 6.3 CLBC may, at its discretion, set off amounts owed by the Home Sharing Provider to CLBC against payments due to the Home Sharing Provider under any Contract.

RECORDS, REPORTING AND VERIFICATION

7. RECORDS

7.1 The Home Sharing Provider will maintain complete, accurate and sufficient Documents to substantiate its delivery of the Services, including the delivery of Service Levels and the usage of the Funding for Supports to Shared Living specified in a Contract.

8. REPORTING

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

9. VERIFICATION

9.1 CLBC may verify the Home Sharing Provider’s compliance with a Contract by undertaking:

- a. Reviews of the Home Sharing Provider’s Documents to determine the Home Sharing Provider’s usage of the Funding for Supports to Shared Living; and/or
- b. Reviews or inspections of the Home Sharing Provider’s premises, and any equipment and activities pertaining to the delivery of Services.

9.2 The Home Sharing Provider will assist CLBC with the reviews and/or inspections, including providing:

- a. Access to its Documents;
- b. Access to Individuals, members of its household, employees and subcontractors; and
- c. Explanations as requested.

INSURANCE AND INDEMNITY

10. INSURANCE

10.1 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 performance of the Services by the Home Sharing Provider and/or by subcontractors who have entered into a written agreement to perform the Services.

10.2 The Home Sharing Provider shall be responsible for and pay any deductible under the policy.

10.3 The Home Sharing Provider will be provided with a Certificate of Insurance and a copy of the insurance policy wording.

- 10.4 CLBC will take reasonable steps to ensure the coverage specified in 10.1 is continuous for the duration of a Contract. CLBC will not be responsible for providing coverage in the event the insurance is cancelled or reduced by the insurer.
- 10.5 CLBC does not represent or warrant that the policy contains insurance for any and all losses. It is the Home Sharing 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. No term or condition of the Contract amends, extends or alters the coverage afforded by the policy.
- 10.6 The Home Sharing Provider shall maintain and pay for a minimum of \$2,000,000 per occurrence automobile third party liability insurance on any vehicle used to transport Individuals, and at CLBC's request the Home Sharing Provider will provide proof of such insurance.
- 10.7 The Home Sharing Provider shall provide, maintain, and pay for, any additional insurance that the Home Sharing Provider is required by law to carry, or which the Home Sharing Provider considers necessary to cover risks not otherwise covered by the insurance specified 10.1 to 10.6 above.

11. HOME SHARING PROVIDER INDEMNITY

- 11.1 Home Sharing 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 Home Sharing Provider or by any of the Home Sharing Provider's agents, employees, officers, directors or subcontractors in connection with a Contract; or
 - b. Any representation or warranty of the Home Sharing 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 Home Sharing Provider and CLBC each exclusively retain rights, including copyright, to any Documents each may create.

12.2 Upon CLBC's request, the Home Sharing Provider must deliver to CLBC copies of any of CLBC's or the Home Sharing Provider's Documents by a date specified by CLBC.

13. CONFIDENTIALITY AND PRIVACY

13.1 The Home Sharing Provider and CLBC must each safeguard and treat the Documents as confidential.

13.2 The Home Sharing 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 Home Sharing Provider during the period that 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 Home Sharing Provider for a minimum of 7 years from the date the Services were provided.

14.3 The Home Sharing Provider 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 Home Sharing Provider should any of the following events occur:

- a. The health or safety of the Individual receiving the Services is at immediate risk;
- b. The Home Sharing Provider has been notified in writing by CLBC of the Home Sharing Provider's failure to fulfil its responsibilities under that Contract and within 30 days of receiving the notification the Home Sharing 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 Home Sharing Provider becomes insolvent and/or declares bankruptcy.
- 15.2 Either CLBC or the Home Sharing 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 Home Sharing Provider for Services delivered to the date of termination, subject to the Home Sharing Provider fulfilling its obligations under that Contract. The Home Sharing Provider will not be entitled to any payment, penalty, or recourse.
- 15.4 Termination is not conditional on the Dispute Resolution Process – Schedule F.

16. SURVIVAL OF TERMS

- 16.1 Sections 5.5(c), 6.1 to 6.3, 7, 8, 9, 10.1 (b), 10.1 (e), 11, 12, 13, 14, 15.3, 15.4, 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 Home Sharing 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 Home Sharing Provider may not subcontract the Services specified in a Contract except when approved in writing by CLBC.

- 18.2 Where the Home Sharing Provider uses a subcontractor, the subcontract does not relieve the Home Sharing Provider from any obligations under a Contract. Additionally, the Home Sharing Provider must ensure that any subcontractor:
- a. Meets the qualifications, training and clearances requirements applicable to the Services;
 - b. Is overseen by the Home Sharing Provider; and
 - c. Meets the Standards – Schedule B and the Service Requirements – Schedule C, as applicable to the Services.
- 18.3 Where the Home Sharing Provider uses a subcontractor, the Home Sharing Provider will ensure that a written subcontract is in place between the Home Sharing Provider and the subcontractor.
- 18.4 At CLBC’s request, the Home Sharing Provider will provide CLBC with a list of its subcontractors and/or a copy of any written contract between the Home Sharing Provider and any subcontractor.
- 18.5 The Home Sharing Provider must not assign a Contract without the prior written consent of CLBC.

MISCELLANEOUS

19. ADDITIONAL HOME SHARING PROVIDER OBLIGATIONS

- 19.1 The Home Sharing Provider will obtain and pay for all permits and licenses required to perform the Services during the term of a Contract.
- 19.2 The Home Sharing Provider will comply with all applicable laws.
- 19.3 The Home Sharing 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 Home Sharing Provider is an independent contractor with responsibility, control and direction over the manner and means of the Home Sharing Provider’s performance of the Services, and the Home Sharing 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 Home Sharing Provider, or in any way to direct or determine how the Home Sharing Provider will perform the Services. The Home Sharing Provider is solely responsible for

creating and implementing its own processes and procedures to deliver the Services.

20.3 The Home Sharing Provider is at liberty to provide services to any other person, firm or company except where specified in Standards – Schedule B and Service Requirements – Schedule C.

20.4 Nothing in a Contract will make or be construed to make Home Sharing 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 Home Sharing 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.

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.

“Funding for Supports to Shared Living” means any amount paid to a home sharing provider for supports to home sharing other than the supports included in General Funding.

“General Funding” means the amount paid to a home sharing provider that is based on CLBC standard rates for home sharing services, which include two standard respite days per month.

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

“Service Level” means between 8 and 24 continuous hours during which either the Services must be delivered or be available for delivery and delivered as required.

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

Schedules to Home Sharing Service Terms and Conditions

SCHEDULE A: Outcomes

SCHEDULE B: Standards

SCHEDULE C: Service Requirements

SCHEDULE D: Reporting

1. Management Information – Periodic
2. Management Information – Occurrence Based
3. Service Requirements

SCHEDULE E: Privacy Protection

SCHEDULE F: Dispute Resolution Process

SCHEDULE A: OUTCOMES

The Home Sharing 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

Home Sharing Providers will comply with the following standards. These standards include formal safeguards and are not intended to control the method of service delivery.

| Standard Requirement |
|-----------------------------|
|-----------------------------|

| |
|--|
| Home Sharing Providers must meet and maintain CLBC's <i>Standards for Home Sharing</i> located on CLBC's website at: www.communitylivingbc.ca CLBC's Standards for Home Sharing may change from time to time, in which case affected Home Sharing Providers will be notified by CLBC. |
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SCHEDULE C: SERVICE REQUIREMENTS

The Home Sharing Provider will comply with the following Service Requirements:

| Service Requirement |
|---|
| Bathing Guidelines |
| Behaviour Support and Safety Planning |
| Individual Financial Payment Policy: Residential Services |
| Criminal Record Check Policy: Service Delivery |
| Critical Incidents Policy |
| Service Provision by Family Members |
| Respite Guidelines |

These service requirements are located on CLBC's website at:

www.communitylivingbc.ca and may change from time to time, in which case affected Home Sharing Providers will be notified by CLBC.

SCHEDULE D: REPORTING

1. Management Information – Periodic

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

| Reportable Management Information | Reporting Period | Report Format |
|--|---|------------------------|
| Utilization of Funding for Supports to Shared Living | Each 12 month period commencing from the Contract term start date | Prescribed CLBC Format |

2. Management Information – Occurrence Based

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

| Specific Reportable Occurrences | Report Format |
|---|------------------------|
| <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 |

3. Service Requirements

3.1. Service Requirements reporting is required as follows:

| Service Requirement | Reporting Required | Due Date | Report Format |
|---------------------|-----------------------|----------|---------------|
| Bathing Guidelines | No reporting required | N/A | N/A |

| Service Requirement | Reporting Required | Due Date | Report Format |
|--|-------------------------------|---------------------------|--|
| 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 |
| Respite Guidelines | 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 Home Sharing 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 Home Sharing 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 a Contract establishing mandatory cure periods for defaults by the Contractor, terminate a 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 a 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 Home Sharing 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 Home Sharing 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 Home Sharing 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.