



**COMMUNITY LIVING
BRITISH COLUMBIA**

**SERVICE TERMS AND CONDITIONS
FOR CONTRACTS BETWEEN
COMMUNITY LIVING BRITISH COLUMBIA
AND
PERSON CENTRED SOCIETIES
Effective as of January 1, 2025**

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**SERVICE TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
COMMUNITY LIVING BRITISH COLUMBIA (“CLBC”) AND PERSON CENTRED SOCIETIES
 (“SOCIETY”)**

1. SCOPE

1.1 These Service Terms and Conditions apply to Contracts entered into by CLBC with Person Centred Societies for the provision of Services.

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 Person Centred Society in accordance with CLBC’s Individual Financial Contribution to Home Supports Policy

2.6 Where CLBC modifies a Contract under Section 2.5 (b), CLBC will notify the Person Centred Society and the Society 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 Person Centred Society 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 Person Centred Society must deliver the Services.
- 5.2 The Person Centred Society 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 Person Centred Society 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 Person Centred Society may only deliver the Services within the Province of British Columbia or in accordance with the *Travel Outside of BC with CLBC-Funded Services Policy*.
- 5.5 The Person Centred Society 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 Person Centred Society 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.
- f. To advise CLBC of any material changes to the manner in which it delivers the Services.

PAYMENTS

6. PAYMENTS

- 6.1 CLBC will make payments to the Person Centred Society 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 Person Centred Society will promptly notify CLBC under the following circumstances:
 - a. The Service Budget submitted to CLBC is subsequently determined to be in error; and
 - b. As a result of the error in Section 6.2(a), the Person Centred Society has received or expects to receive payments materially in excess of an amount necessary for the delivery of Services.
- 6.3 The Person Centred Society will repay, as debt due to CLBC, the following:
 - a. Unspent or uncommitted funding remaining at the end of a reporting period or contract term for Services in excess of one month's funding, unless otherwise approved in writing by CLBC;
 - b. Payments made by CLBC to the Person Centred Society for Home Sharing where such payments:
 - i. Have not been paid by the Society to a Home Sharing subcontractor;
 - or

- ii. Have been paid by the Society 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 Person Centred Society for Supports to Shared Living where such payments have not or will not be spent by either the Person Centred Society 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 the Service Budget submitted to CLBC, 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 Person Centred Society to CLBC against payments due to the Society under a 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 Person Centred Society.

RECORDS, REPORTING AND VERIFICATION

7. RECORDS

- 7.1 The Person Centred Society will maintain complete, accurate and sufficient Documents to substantiate:
- a. Its delivery of the Services, including the usage of the Funding for Supports to Shared Living specified in a Contract; and
 - b. Its representations of the cost for the delivery of Services made in a Contract.

8. REPORTING

- 8.1 The Person Centred Society will provide CLBC with reports as specified in Reporting – Schedule D.

9. VERIFICATION

- 9.1 CLBC may verify the Person Centred Society 's compliance with a Contract by undertaking:
- a. Audits or reviews of the Society 's Documents pertaining to the delivery of Services; and/or
 - b. Reviews or inspections of the Society or a subcontractor's premises, and any equipment and activities pertaining to the delivery of Services.

- 9.2 The Person Centred Society 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 Person Centred Society 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 Person Centred Society does not carry its own commercial general liability insurance and is not otherwise specifically excluded from the Social Services Group Liability Program (“SSGLP”):
- 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 performance of the Services, excluding nursing, psychological services and behavioural counselling, by the Person Centred Society and/or by subcontractors who have entered into a written agreement to perform the Services.
 - b. The Person Centred Society shall be responsible for and pay any deductible under the policy.
 - c. The Person Centred Society 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 10.1(a) 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.
 - e. CLBC does not represent or warrant that the policy contains insurance for any and all losses. It is the Person Centred Society’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.
- 10.2 Where the Person Centred Society is not covered by SSGLP under section 10.1, the Society will provide, maintain and pay for comprehensive general liability

insurance in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury, and property damage, including liability assumed under a Contract. Such insurance must include CLBC as an additional insured; and include a cross liability clause.

- 10.3 For nursing, psychological services and/or behavioural counselling, the Person Centred Society will provide, maintain and pay for professional liability insurance in an amount not less than \$5,000,000 per claim insuring the Society's liability arising from errors and omissions in the performance of clinical/medical services.
- 10.4 Any insurance described in Section 10.2 and 10.3 must be:
- a. Primary and not require the sharing of any loss by any insurer of CLBC; and
 - b. Endorsed to provide CLBC with 30 days advance written notice of cancellation or material change.

At CLBC's request the Person Centred Society will provide CLBC with proof of the insurance.

- 10.5 The Person Centred Society 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 Society will provide proof of such insurance.
- 10.6 The Person Centred Society shall provide, maintain, and pay for, any additional insurance that the Society is required by law to carry, or which the Society considers necessary to cover risks not otherwise covered by the insurance specified 10.1 to 10.5 above.
- 10.7 The Person Centred Society 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 Society 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. PERSON CENTRED SOCIETY INDEMNITY

- 11.1 The Person Centred Society 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 Person Centred Society or by any of the Society’s agents, employees, officers, directors or subcontractors in connection with a Contract; or
- b. Any representation or warranty of the Person Centred Society 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 Person Centred Society and CLBC each exclusively retain rights, including copyright, to any Documents each may create.
- 12.2 Upon CLBC’s request, the Person Centred Society must deliver to CLBC copies of any of CLBC’s or the Society’s Documents by a date specified by CLBC.

13. CONFIDENTIALITY AND PRIVACY

- 13.1 The Person Centred Society and CLBC must each safeguard and treat the Documents as confidential.
- 13.2 The Person Centred Society 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 Person Centred Society 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 Person Centred Society for a minimum of 7 years from the date the Services were provided.
- 14.3 The Person Centred Society 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 Person Centred Society should any of the following events occur:

- a. The health or safety of an Individual receiving the Services is at immediate risk;
 - b. The Person Centred Society has been notified in writing by CLBC of the Society's failure to fulfil its responsibilities under that Contract and within 30 days of receiving the notification the Society 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 Person Centred Society becomes insolvent and/or declares bankruptcy.
- 15.2 Either CLBC or the Person Centred Society 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 Person Centred Society for Services delivered to the date of termination, subject to the Society fulfilling its obligations under that Contract. The Society will not be entitled to any other payment, penalty, or recourse.
- 15.4 Where CLBC terminates a Contract under Section 15. 2, the Person Centred Society 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 Society 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 Society'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 Society and/or between CLBC and the employees or subcontractors of the Society.
- 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, 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.
- 17.2 Contract disputes between the Person Centred Society and CLBC must follow the process outlined in the Dispute Resolution Process – Schedule F.

SUBCONTRACTS AND ASSIGNMENT

18. SUBCONTRACTS AND ASSIGNMENT

- 18.1 The Person Centred Society 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. Respite Services (Individual and Family Wellness services); or
 - c. Home Sharing Services; or
 - d. Live-In Support Services; or
 - e. Supports to Shared Living.
- 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 Society from any obligations under a Contract. Additionally, the Society must ensure that any subcontractor:
- a. Meets the qualifications, training and clearances requirements applicable to employees;
 - b. Is overseen by the Society; and
 - c. Meets the Standards – Schedule B and the Service Requirements – Schedule C, as applicable to the Services.
- 18.3 Where the subcontract is for the provision of Home Sharing Services, the Person Centred Society must ensure that the subcontractor:
- a. Meets CLBC's *Standards for Home Sharing*; and

- b. Registers with Worksafe under Personal Optional Protection. This registration shall be exempt from the requirement in 10.7.b for such coverage to be based on actual earnings.
- 18.4 Where the Person Centred Society uses a subcontractor, the Society will ensure that a written subcontract is in place between the Society and the subcontractor. The written subcontract must include clauses equivalent to the following sections of these *Service Terms and Conditions*:
- a. Sections 5, 7, 8, 10, 13, 15, 16, 17, and 19; and
 - b. 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.
- 18.5 At CLBC's request, the Person Centred Society will provide CLBC with a list of its subcontractors and a copy of any written contract between the Society and any subcontractor.
- 18.6 The Person Centred Society must not assign a Contract without the prior written consent of CLBC.

MISCELLANEOUS

19. ADDITIONAL PERSON CENTRED SOCIETY OBLIGATIONS

- 19.1 The Person Centred Society will obtain and pay for all permits and licenses required to perform the Services during the term of a Contract.
- 19.2 The Person Centred Society will comply with all requirements of the *Societies Act* of British Columbia and remain in good standing with the Registrar.
- 19.3 The Person Centred Society will comply with all applicable laws.
- 19.4 The Person Centred Society 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 Person Centred Society is an independent contractor with responsibility, control and direction over the manner and means of the Society's performance of the Services, and the Society'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 Society, or in any way to direct or determine how the

Society will perform the Services. The Society is solely responsible for creating and implementing its own processes and procedures to deliver the Services.

20.3 The Person Centred Society 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 the Person Centred Society 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 Person Centred Society 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.

“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 Person Centred Society.

“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.

“Person Centred Society” or **“Society”** means a not-for-profit organization incorporated under the *Society Act* for the purpose of supporting an Individual and includes but is not limited to Microboards (a registered trademark representing a Person Centred Society developed in partnership with the Vela Microboard Society).

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

“Service Budget” means any estimates of costs or cost drivers provided to CLBC by the Person Centred Society 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.

“Uncommitted” means where a legal liability has not been established to acquire supports or services.

Schedules to Terms and Conditions

SCHEDULE A: Outcomes

SCHEDULE B: Standards

SCHEDULE C: Service Requirements

SCHEDULE D: Reporting

1. Financial Reporting
2. Service Delivery Reporting
3. Occurrence Based
4. Outcomes
5. Standards
6. Service Requirements

SCHEDULE E: Privacy Protection

SCHEDULE F: Dispute Resolution Process

SCHEDULE A: OUTCOMES

The Person Centred Society 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

Person Centred Societies will comply with the following standards as applicable to the type of Society. These standards include formal safeguards and are not intended to control the method of service delivery.

Person Centred Societies 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 Person Centred Society	Applicable Standard(s)
All Person Centred Societies	<p>All Person Centred Societies must meet and maintain CLBC's Service Standards, located on CLBC's website at www.communitylivingbc.ca.</p> <p>CLBC's Service Standards may change from time to time, in which case affected Societies will be notified by CLBC.</p> <p>Accredited Societies are generally considered to have met these standards through the accreditation process, although CLBC may confirm these Societies compliance from time to time.</p>
Accredited Societies	Accredited Person Centred Societies must meet and maintain the applicable standards issued by the accrediting body through which they are accredited.

Type of Services	Applicable Standard(s)
Shared Living Services (includes Home Sharing and Live-in Support)	<p>Person Centred Societies delivering Shared Living Services must ensure that any subcontracted provider meets and maintains CLBC's Standards for Home Sharing.</p> <p>Person Centred Societies delivering Shared Living Services must also meet and maintain Part 4: Coordination Practices and Responsibilities of CLBC's Standards for the Coordination of Home Sharing.</p> <p>These Standards are located on CLBC's website at: www.communityliving.bc.ca. These Standards may change from time to time, in which case affected Service Provider's will be notified by CLBC.</p>

SCHEDULE C: SERVICE REQUIREMENTS

The Person Centred Society 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
Cultural Safety Policy	X	X	X	X
Bathing Guidelines	X		X	X
Behaviour Support and Safety Planning Policy and Guidelines	X	X	X	X
Individual Financial Payment Policy: Home Supports	X			
Criminal Record Check Policy: Service Delivery	X	X	X	X
Critical Incidents Policy	X	X	X	X
Service Provision by Family Members Policy	X	X	X	X
Adult Guardianship Policy	X	X	X	X
Travel Outside of BC with CLBC-Funded Services Policy	X	X	X	X
Person Centred Societies Policy	X	X	X	X
Individual and Family Wellness Policy			X	
End of Life Policy	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 Societies will be notified by CLBC.

SCHEDULE D: REPORTING

1. Financial Reporting

- 1.1. Person Centred Societies are required to regularly submit financial statements to CLBC, prepared in accordance with Canadian Generally Accepted Accounting Principles (GAAP), as per the following schedule:
 - 1.1.1. The period commencing from the contract term start date to the Person Centred Society's fiscal year end; and subsequently
 - 1.1.2. Each fiscal year end of the Person Centred Society; and
- 1.2. The period commencing from the last fiscal year end in 1.1.2. to the contract term end date.
 - 1.2.1. The financial statements in 1.1. are due no later than 90 days from the reporting period end date.
 - 1.2.2. The content of the financial statements should include, but are not limited to, a balance sheet, an income statement, and a statement of cashflows.
 - 1.2.3. Financial statements, as referenced in 1.1. shall be prepared based on the total revenue received by the Person Centred Society from CLBC within a given reporting period. The preparation of these statement is contingent on the total revenue received, as follows:
- 1.3. Where the Society has received less than \$100,000 in total revenue, the annual financial statements must be prepared by someone with experience in bookkeeping or accounting;
- 1.4. Where the Society has received total revenue between \$100,000 and \$250,000, the annual financial statements must be subject to a Compilation Engagement conducted by an accountant or an accounting firm that holds a Canadian Chartered Professional Accountant (CPA) designation;
- 1.5. Where the Society has received total revenue exceeding \$250,000, the annual financial statements must be subjected to a Review Engagement conducted by an accountant who holds a Canadian Chartered Professional Accountant (CPA) designation.

2. Service Delivery Reporting

2.1. Service Delivery expectations are represented by either Paid Service Hours or Paid Service Days:

- **Paid 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, organizing activities for the Individual, 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; and
 - Excludes hours delivered by foreign workers without necessary work permits.
- **Paid 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.

2.2. Reporting on Services delivered by the Society is only required upon request from CLBC

3. Occurrence Based Reporting

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

Reportable Occurrences	Report Format
<p>For all Services, where the:</p> <ul style="list-style-type: none"> • Individual has declined the Service; • Person Centred Society has temporarily changed the delivery of services from what is specified in the contract due to an unexpected or emergency situation; • Individual will be away from the Service for a period that is expected to be more than 30 consecutive calendar days; or • Individual has been away from the Service for 30 consecutive calendar days and further, specifically for Community Inclusion, Supported Living, and Respite services, where the: <ul style="list-style-type: none"> • Individual is not present or has not attended, without explanation, on 3 consecutive attempts to provide the Service. 	<p>Prescribed CLBC format</p>

4. Outcomes

4.1. Outcomes reporting is required as follows:

	Reporting Period	Due Date	Report Format
Accredited Societies	Annual, based on the 12 month period determined by the Person Centred Society	Within 30 days from the end of each reporting period	Prescribed CLBC format
CLBC Service Standards	No reporting required	N/A	N/A

5. Standards

5.1. Standards reporting is required as follows:

	Reporting Period	Due Date	Report Format
Accredited Societies: <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
CLBC Service Standards	No reporting required	N/A	N/A

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	Per Behaviour Support and Safety Planning Policy	Format not prescribed
Individual Financial Contribution to Home Supports Policy	No reporting required	N/A	N/A
Criminal Record Check Policy: Service Delivery	No reporting required	N/A	N/A
Critical Incidents Policy	Per Critical Incidents Policy	Per Critical Incidents Policy	Prescribed CLBC Format – Critical Incident Report
Service Provision by Family Members	No reporting required	N/A	N/A
End of Life Policy			
Mortalities during CLBC funded Services	Per End of Life Policy	Per End of Life Policy	Prescribed CLBC Format – Mortality Information Summary form
Mortalities outside CLBC funded Services	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 Person Centred Society (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 Person Centred Societies.

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 Person Centred Society, 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. A CLBC Manager and a director of the Person Centred Society 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 Regional Director and a director of the Person Centred Society, 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 Person Centred Society.
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.