



**COMMUNITY LIVING  
BRITISH COLUMBIA**

**HOME SHARING SERVICE TERMS AND CONDITIONS  
EFFECTIVE AS OF JULY 01, 2010  
BETWEEN  
COMMUNITY LIVING BRITISH COLUMBIA  
AND  
SERVICE PROVIDERS**

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# HOME SHARING SERVICE TERMS AND CONDITIONS

## APPLICABLE TO

### CONTRACTS FOR SERVICES

**BETWEEN:**

**Community Living British Columbia (“CLBC”)**

**AND:**

**Service Providers (“SP”)**

The parties agree as follows:

## GENERAL

### 1. SCOPE

- 1.1 These Home Sharing Service Terms and Conditions (“Service Terms and Conditions”) apply to Contracts issued by CLBC for the provision of Services to individuals who are eligible for CLBC’s services (“Individuals”).
- 1.2 Changes to these Service Terms and Conditions, including the Schedules, may be made by CLBC and will be available to SPs. Changes to these Service Terms and Conditions, including the Schedules, will apply to active Contracts effective from the date of change.

### 2. TYPES OF CONTRACTS

- 2.1 CLBC may issue the following types of Contracts:
  - a. Ongoing Contracts that have no end date for the term and continue until terminated; or
  - b. Fixed Term Contracts having a specified start and end date for the term.

### 3. CONTRACT MODIFICATIONS

- 3.1 From time to time, CLBC may modify a Contract in the following manner:
  - a. Term of Contract: CLBC may, at its sole discretion, issue a modification to the SP advising the SP of an extension to the term of a Fixed Term Contract. The SP will not be required to sign the modification and will be considered to have accepted the modification unless it advises CLBC otherwise within the period specified in the modification.

CLBC and the SP will be required to sign the modification where the term is reduced.

- b. Funding: CLBC may, at its sole discretion, issue a modification to the SP advising the SP of an increase to either Accountable Funding or General Funding for Services under a Contract. The SP will not be required to sign the modification and will be considered to have accepted the modification unless it advises CLBC otherwise within the period specified in the modification.

CLBC and the SP will be required to sign the modification where either the Accountable Funding or General Funding for Services under a Contract is reduced.

- c. Services: CLBC and SP may jointly agree to modify the Services or scope of Services. Such modifications must be signed by both parties.

## **DEFINITIONS**

### **4. DEFINITIONS**

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

**“Accountable Funding”** means any amount paid to a home sharing service provider for supports to home sharing other than the supports included in General Funding.

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

**“CLBC”** means Community Living British Columbia as represented by either its employees or designated external representatives.

**“Contract”** means a document that is signed by both parties and establishes the scope and term of Services and the funding amount to be paid by CLBC to the SP for providing the Services, and includes these Service Terms and Conditions.

**“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.

### **5. SCHEDULES**

5.1 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 Protocol

## **6. ENTIRE AGREEMENT**

- 6.1 A Contract between CLBC and SP, and these Service Terms and Conditions together form the entire agreement (“Agreement”) between the parties.

## **SERVICES**

## **7. SERVICES**

- 7.1 The SP is responsible to align the delivery of the Services to further the achievement of outcomes for Individuals as described in Outcomes – Schedule A, as applicable to the Services.
- 7.2 The SP 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.
- 7.3 The SP is responsible:
- a. To supply and pay for all employees or sub-contractors, materials, accommodation for the Individual and approvals necessary or advisable to provide the Services.
  - b. For the selection, hiring, training and supervision of all employees or sub-contractors.
  - c. For the acts and omissions of its employees and sub-contractors 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. Verbal instructions will be confirmed in writing as soon as practical. The SP 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**

### **8. PAYMENTS**

- 8.1 CLBC's obligation for payments is subject to the *Financial Administration Act*. Under this Act, the payments are subject to sufficient appropriation made by an annual vote in the Legislative Assembly being available in the fiscal year during which the payment becomes due.
- 8.2 Subject to 8.1, CLBC will pay the amounts specified in a Contract, plus any applicable taxes, to the SP.
- 8.3 Where the Service Levels are not delivered as specified in a Contract, the portion of funds that are attributable to the undelivered Service Levels is repayable to CLBC.

## **RECORDS, REPORTING AND VERIFICATION**

### **9. RECORDS**

- 9.1 The SP will keep and maintain sufficient records to substantiate its performance, including the delivery of Service Levels, under this Agreement and the usage of the Accountable Funding.

### **10. REPORTING**

- 10.1 The SP will provide CLBC with reporting as specified in Reporting – Schedule D.

### **11. VERIFICATION**

- 11.1 CLBC may determine the SP's compliance with this Agreement by undertaking:
- a. Reviews of the SP's records to determine the SP's usage of the Accountable Funding; and/or
  - b. Reviews or inspections of the SP's premises, and any equipment and activities pertaining to the delivery of Services.
- 11.2 The SP will assist CLBC with the reviews and/or inspections, including providing:
- a. Access to its records;
  - b. Access to Individuals, members of its household, employees and sub-contractors; and
  - c. Explanations as requested.

## **INSURANCE AND INDEMNITY**

### **12. REPRESENTATIONS OF SP**

- 12.1 The SP will obtain all permits and licenses required to perform the Services during the term of a Contract.
- 12.2 The SP will comply with all applicable laws.
- 12.3 The SP is responsible for payment of all applicable taxes and fees.

### **13. INSURANCE**

- 13.1 Where the SP 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 SP’s performance of the Services.
  - b. The SP shall be responsible for and pay any deductible under the policy.
  - c. The SP 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 SP’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 SP shall provide, maintain, and pay for, any additional insurance which the SP is required by law to carry, or which the SP considers necessary to cover risks not otherwise covered by the insurance specified in (a) above.
- 13.2 The SP shall maintain and pay for a minimum of \$2,000,000 automobile third party liability insurance on any vehicle used to transport Individuals.
- 13.3 The SP 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 SP 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.

#### **14. SP INDEMNITY**

- 14.1 SP agrees to defend, indemnify and hold CLBC and its officers, directors, employees and agents (“Indemnified Persons”) harmless from and against any and all claims, damages, actions, causes of actions, liabilities, obligations, judgements, costs and expenses (including reasonable attorneys’ fees) that an Indemnified Person may sustain, incur, suffer, or be put to at any time, either before or after any resulting Contract ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the SP or by any of its agents, employees, officers, directors, or Subcontractors in providing Services, except liability arising out of any independent negligent act by an Indemnified Person.

### **ACCESS, CONFIDENTIALITY AND RETENTION**

#### **15. DOCUMENT OWNERSHIP AND ACCESS**

- 15.1 The SP and CLBC each exclusively retain rights in their own documents, electronic or otherwise, and information and copyright therein including records of Individuals created or produced by either party, collectively the “Documents”.
- 15.2 Upon CLBC’s request, the SP must deliver to CLBC any and all originals and/or copies of CLBC’s or the SP’s Documents concerning the Individual.

#### **16. CONFIDENTIALITY AND PRIVACY**

- 16.1 The SP and CLBC must each safeguard and treat the Documents as confidential.
- 16.2 SP will comply with and agrees to the Privacy Protection – Schedule E.

#### **17. DOCUMENT RETENTION**

- 17.1 The SP shall only disclose or destroy Documents containing personal information concerning Individuals as permitted in the Privacy Protection – Schedule E.



17.2 Documents concerning the provision of Services, other than Documents containing personal information concerning Individuals, must be retained by the SP for a minimum of 7 years from the date the Services were provided.

17.3 It is the SP's responsibility to identify and adhere to any legal or other document retention requirements that may apply.

## **TERMINATION**

### **18. TERMINATION**

18.1 CLBC may immediately terminate a Contract should any of the following events occur:

- a. The SP has been notified by CLBC of the SP's failure to fulfil its responsibilities under that Contract and within 30 days of receiving the notification the SP has not:
  - i. corrected the failure; or
  - ii. developed and obtained CLBC's agreement to a plan that will correct the failure;
- b. The plan in Section 18.1(a)(ii), on completion, did not correct the failure;
- c. The health or safety of the Individual receiving the Services is at immediate risk; or
- d. The SP becomes insolvent and/or declared bankrupt.

CLBC will be responsible for paying the SP for Services delivered to the date of termination.

18.2 CLBC may terminate a Contract without cause and for any reason by giving written notice of termination to the SP in accordance with the notice period specified in that Contract. CLBC will be responsible for paying the SP for Services delivered to the end of the notice period.

18.3 Other than as specified in Section 18.1, 18.2, and 20.2, the SP will not be entitled to any payment, penalty, or recourse.

18.4 The SP may terminate a Contract without cause and for any reason by giving written notice of termination to CLBC in accordance with the notice period specified in that Contract.

### **19. SURVIVAL OF TERMS**

- 19.1 Sections 3.1, 7.3, 8, 9, 10, 11, 12.3, 13.1 (b), 13.1(e), 14, 15, 16, 17, 18.2, 18.3, 20, 21.3, 21.4, 22, 23, 24, 25, 26, 27 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**

### **20. COMPLAINTS AND DISPUTE RESOLUTION**

- 20.1 Complaints by Individuals about the provision of Services will follow the process outlined in the Complaints Resolution Protocol available on CLBC's website at [www.communitylivingbc.ca](http://www.communitylivingbc.ca) under Policies & Publications.
- 20.2 Disputes between the SP and CLBC under this Agreement will follow the process outlined in the Dispute Resolution Protocol – Schedule F. In case of disputes concerning termination, termination under Section (18) can proceed and is not conditional on the completion of the process outlined in the Dispute Resolution Protocol – Schedule F.

## **ASSIGNMENT AND SUB-CONTRACTING**

### **21. ASSIGNMENT AND SUB-CONTRACTING**

- 21.1 The SP may not subcontract the Services specified in a Contract except when approved in writing by CLBC.
- 21.2 Where the SP uses a sub-contractor the subcontract does not relieve the SP from any obligations under this Agreement. In particular, the SP must ensure that any sub-contractor:
- a. Meets the qualifications, training and clearances requirements applicable to the Services;
  - b. Is overseen by the SP; and
  - c. Meets the Standards – Schedule B and the Service Requirements – Schedule C, as applicable to the Services.
- 21.3 Where a SP uses a sub-contractor, the SP will ensure that a written contract is in place between the SP and the sub-contractor.
- 21.4 At CLBC's request, the SP will provide CLBC with a list of its sub-contractors and/or a copy of any written contract between the SP and any sub-contractor.
- 21.5 The SP must not assign any of its rights under this Agreement without the prior written consent of CLBC.

## MISCELLANEOUS

### 22. RELATIONSHIP

- 22.1 The SP is an independent contractor with responsibility, control and direction over the manner and means of the SP's performance of the Services, SP's employees and any sub-contractors. Nothing in this Agreement, including adherence to Standards – Schedule B and Service Requirements – Schedule C, is intended to create an employment relationship between CLBC and the SP, or in any way to direct or determine how the SP will perform the Services. The SP is solely responsible for creating and implementing its own processes and procedures to deliver the Services.
- 22.2 The SP 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.
- 22.3 Nothing in this Agreement will make or be construed to make SP 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.

### 23. NOTICES

- 23.1 Notices or other communication required by this Agreement must be given in writing and delivered, including by fax or email, to the authorized representatives of the parties as identified in a Contract.
- 23.2 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.
- 23.3 Changes of fax number or address for service or email address must be provided in writing to the other party.

### 24. COUNTERPARTS

- 24.1 Contracts may be executed in any number of copies, including with the same effect as if both parties had signed the same document. All of these copies will for all purposes constitute one Contract, binding on the parties, notwithstanding that both parties are not signatories to the same copies.
- 24.2 A faxed, scanned copy or photocopy of a signed original document will constitute a properly executed, delivered, and binding agreement.

**25. CLBC SUCCESSORS AND REPLACEMENT AUTHORITIES**

25.1 The rights and obligations of CLBC under this Agreement will extend to, may be exercised by, and will bind the present CLBC and any successor or replacement organization as it may from time to time be redefined or reorganized by the Province of British Columbia.

**26. WAIVER**

26.1 A waiver by CLBC of any provision of this Agreement or of any breach by the SP of this Agreement 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.

**27. GOVERNING LAWS**

27.1 This Agreement is governed by the laws of British Columbia.

**28. TIME OF ESSENCE**

28.1 Time is of the essence in this Agreement.

## **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 Protocol**

## SCHEDULE A: OUTCOMES

Effective April 2, 2011, the Service Provider is responsible to align the delivery of the Services to further the achievement of the following outcomes for Individuals served:

<b>Outcome*</b>	<b>Description</b>
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 which 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

\*These outcomes are based on the Quality of Life framework of Dr. Robert Schalock.

## SCHEDULE B: STANDARDS

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

<b>Standard Requirement</b>	<b>Effective/Amended Date of Service Standard</b>
Service Providers must meet and maintain CLBC's <i>Standards for Home Sharing</i> located on CLBC's website at: <a href="http://www.communitylivingbc.ca">www.communitylivingbc.ca</a>	April 2007

## **SCHEDULE C: SERVICE REQUIREMENTS**

The Service Provider will comply with the following Service Requirements:

<b>Service Requirement</b>	<b>Effective/Amended Date of Service Requirement</b>
Bathing Guidelines	April 2007
Behaviour Support and Safety Planning	July 2009
Confirmation of Individual Financial Contributions	July 2007
Criminal Record Check	April 2007
Critical Incidents Policy	July 2009
Service Provision by Family Members	April 2008
Respite Guidelines	March 2008



## 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 Accountable Funding	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"><li>• Individual has declined the Service</li><li>• Individual will be away from the Service for a period that is expected to be more than 30 consecutive calendar days</li><li>• Individual has been away from the Service for 30 consecutive calendar days</li><li>• Individual has been away from the Service for 30 or more days during any calendar quarter (Jan-Mar, April-June, July-Sept, Oct-Dec)</li></ul>	Prescribed CLBC format

### 3. Service Requirements

3.1. Service Requirements reporting is required as follows:

<b>Service Requirement</b>	<b>Reporting Required</b>	<b>Due Date</b>	<b>Report Format</b>
Bathing Guidelines	No reporting required	N/A	N/A
Behaviour Support and Safety Planning	Safety Plan, where required	Prior to implementation	Format not prescribed
Confirmation of Individual Financial Contributions	No reporting required	N/A	N/A
Criminal Record Check	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 Agreement 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 the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement 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.

### 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 the Agreement 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 the Agreement.
4. Unless the Agreement 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 the Agreement 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.

### **Accuracy of personal information**

6. 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**

7. 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 the Agreement 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**

8. 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.
9. 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.
10. 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.
11. 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**

12. 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 the Agreement.

### **Storage and access to personal information**

13. 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**

14. Unless the Agreement 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**

15. 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 the Agreement.

### **Disclosure of personal information**

16. 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 the Agreement.
17. Unless the Agreement 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**

18. 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**

19. 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**

20. In addition to any other rights of inspection the Public Body may have under the Agreement 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**

21. 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.
22. 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**

23. 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 Agreement**

24. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement 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**

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (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 Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. 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 PROTOCOL**

### **Stage 1 – Notification and Initial Meeting**

1. Should any dispute or disagreement of any kind arise with respect to any Contract the party with the dispute will provide written notification of the dispute to the other party.
2. CLBC's Quality Service Manager and the equivalent level SP representative will engage in good faith negotiations with the objective of resolving such dispute or disagreement to both parties' satisfaction.

### **Stage 2 – Internal Escalation**

3. If such good faith negotiations have not resolved the dispute or disagreement within a period of 60 days from the date of notification of the dispute or disagreement, the dispute or disagreement will be referred to the CLBC Director of Regional Operations and a Senior Executive representative of the SP or their designates who will attempt in good faith to resolve such dispute or disagreement.
4. Within 60 calendar days of having the dispute or disagreement referred to them, CLBC's Director of Regional Operations and the Senior Executive representative of the SP will meet to discuss and attempt to settle the conflicting positions.
5. If the dispute or disagreement is not resolved to the satisfaction of the parties, the parties may determine that mediation may resolve or clarify the issues of the dispute.

### **Stage 3 – Mediation and/or Arbitration**

6. A mediator must be selected by mutual agreement of both parties, from a preapproved list of qualified mediators, maintained by the British Columbia Mediator Roster Society (BCMRS), unless the parties agree otherwise. Where the parties are unable to agree upon a mediator, within 15 days of the decision to mediate, a party may request the BCMRS to appoint a mediator from the preapproved list of qualified mediators.
7. If both parties agree that mediation will not resolve the dispute, or mediation has failed to resolve the dispute, either party, by notice in writing to the other party, may refer such dispute or disagreement to binding arbitration pursuant to the Commercial Arbitration Act (British Columbia).
8. A qualified arbitrator must be selected by mutual agreement of both parties. Where the parties are unable to agree upon an arbitrator within 15 days of the notice to arbitrate, a party may request the British Columbia Arbitration & Mediation Institute to appoint a qualified arbitrator from its members.
9. Costs of either mediation or arbitration will be shared equally by each party.



#### **Stage 4 - Courts**

10. 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; or
    - ii. For any order for equitable relief which the arbitrator does not have the jurisdiction to provide.