

## CHILD CARE SERVICES CONTRACT ("Agreement")

<b>Vancouver Island Health Authority</b> (South Island)	<b>BETWEEN</b>	<b>(Contractor Legal Name)</b>
<b>Child &amp; Family Rehabilitation Services</b> (the "VIHA")	<b>AND</b>	(the "Contractor")
<i>At the following address:</i>		<i>At the following address:</i>
1952 Bay Street Victoria, BC V8R 1J8		
Fax: (250) 740-2663		Phone: (250) Fax: (250)

The Vancouver Island Health Authority and the Contractor agree to all Terms and Conditions contained in this Agreement and to the following Schedules.

### SCHEDULE A – SERVICES

1. In collaboration with the Supported Child Development Program (SCDP) which is a community-based program that assists families of children with extra support needs to access inclusive child care that meets family needs, the Contractor will provide the following services and/or deliverables ("Services") for the Term from \_\_\_\_\_, 201\_ to \_\_\_\_\_, 201\_ :
  - a) work with a designated VIHA representative(s) within a framework of practice guidelines and procedures for the VIHA Supported Child Development Program and in accordance with current Provincial Policies and Procedures for a Supported Child Development (SCD) Program;
  - b) hire staff to meet outcomes set by VIHA;
  - c) maintain the adult to child staffing ratios in accordance with provincial Child Care Licensing Regulation (CCLR) and the *Community Care and Assisted Living Act*.
    - i. Staffing levels made possible by this contract are an enhancement over and above the legislated requirements of the CCLR;
  - d) receive authorization for enhanced staffing levels by a VIHA designate, through the Supported Child Development Authorization form (attached at Appendix A),
    - i. The Supported Child Development Authorization form will describe:
      - who the care provider or agency is,
      - the Client(s) (child) the service is being provided to,
      - the Client's (child's) family name and address,
      - the maximum number of staffing hours per month, the length of service to be provided,
      - the deliverables specific to the Client (child), and
      - also the Clients (children) involved in shared arrangements;
  - e) demonstrate the team work necessary to create and maintain an inclusive program and child care environment where inclusive practice by staff promotes every child's growth and learning using a range of developmentally appropriate activities;
  - f) provide staff experienced and trained in inclusive child development and care to support the Client(s) (children) who meet VIHA eligibility requirements;
  - g) encourage staff to participate in training that builds skill and recommended practice in child development and inclusion;
  - h) ensure that all staff take responsibility and participate in making modifications or adaptations to both

programming and environment that promote the inclusion of all children;

- This may include implementing strategies and suggestions provided by a VIHA designated representative (SCD consultant).

### **CRIMINAL RECORDS CHECKS**

The Service Provider agrees to comply with the terms of the British Columbia Criminal Records Review Act (the "Act"). The Act requires the Service Provider to conduct criminal record checks ("CRC") through the British Columbia Ministry of Justice for itself, employees, and independent subcontractors (whichever is applicable) that will work with, and/or will potentially have unsupervised access to, vulnerable adults and/or children. A CRC conducted through the RCMP will not meet the legislative requirements of the Act. Pursuant to the Act, a "satisfactory CRC" is required for each such employee or subcontractor of the Service Provider once every five years. A "satisfactory CRC" is one for which the registrar of the Act has issued a Clearance Letter, evidencing that the respective employee poses no risk of physical, sexual or financial abuse to vulnerable adults, or a risk of physical or sexual abuse to children. For CRCs that are assessed by the registrar as "unsatisfactory", the respective employee(s) and/or subcontractor(s) may not work with, or have the potential of unsupervised access to, clients. The Service Provider agrees to report on the status of CRCs in the format and frequency outlined in Schedule C.

### **SCHEDULE B – FEES**

1. \$\_\_\_\_\_ represents the maximum amount the Contractor may receive from VIHA over the Term of the Agreement.
2. The Contractor will be reimbursed only for Services provided to the child and authorized by VIHA.
  - See Appendix A for the Supported Child Development Authorization form template, which is to be used to authorize service provision for a child or children for a specified period within the term of the contract
  - This Agreement does not create an obligation on the part of the VIHA to retain the Contractor's Services or provide a minimal volume or frequency of Services.
3. The Contractor will bill on the 1st of each month for the whole month and payment will be made by the 15th of the month.
  - Any overpayment for Services will be deducted from the next month's payments or reimbursed to VIHA;
  - Any invoice received 6 months or more after services have been delivered will not be paid.
4. For any absence of the Client (child) of more than five consecutive days, staffing to enhance adult-to-child ratio will require a plan, created by the Contractor and a VIHA designate (SCD consultant), for meeting the services described in Schedule A, while the Client (Child) is absent.

### **SCHEDULE C – REPORTING ACCOUNTABILITIES**

1. Full and detailed records are to be kept dealing with all aspects of the Services performed including time records, invoices, and receipts and status reports will be provided as requested.
2. Statistical information required may include staff employed, hours worked, and hours of service delivered.
3. The Contractor is responsible for documenting any individualized supports identified in the Client (child) specific Support Guide over and above the shared support possible with augmented adult to child staffing ratios.
4. The Contractor will also document (Care Plan) specific protocols, strategies, and/or suggestions for the individualized care of the Client (child) in consultation with the parent/guardian, facility manager, and any other person identified as integral to the successful inclusion of the Client (child) as required by the Child Care Licensing Regulation Section 58.
5. A VIHA designate may visit the child care setting as required from time to time that may include conducting observations of the Client (child).
6. The Contractor will inform a VIHA designate including the SCD consultant:
  - if and when the child is receiving therapeutic interventions from professionals with VIHA or an

- outside agency while attending the Contractor's child care setting,
- of any concerns regarding client care to VIHA,
- of absences of 5 or more days, either prearranged for medical or non-medical reasons or due to illness,
  - Absences should be reflected in the monthly invoice submitted to the SCDP.
  - The Contractor is responsible for contacting the family of the Client (child) when the Client (child) is absent without notice.
  - The Contractor will create a staffing plan with a VIHA designate (SCDP consultant) to support to any Client (child) with sporadic attendance.
- inconsistent attendance by the Client (child),
- changes in staff hired through this contract,
- extended absences of staff hired through this contract, and
- when the Contractor is out of adult-to-child ratio according to provincial Child Care Licensing Regulation (CCLR),
  - The Contractor is responsible for maintaining the adult to child staffing ratios in accordance with provincial Child Care Licensing Regulation (CCLR) and the *Community Care and Assisted Living Act*.
  - The Contractor is required to provide reports to VIHA on request verifying these staffing ratio
  - The Contractor is responsible for making restitution to VIHA for any SCDP staffing funds used to maintain the adult-to-child ratio.

**CRIMINAL RECORDS CHECKS**

In accordance with the British Columbia Criminal Records Review Act and as described in Schedule A, a Service Provider, employees, subcontractors of the Service Provider who will work with, and/or may have unsupervised access to, vulnerable adults and/or children will provide a criminal record check through the British Columbia Ministry of Justice. The Service Provider will review their status and report to VIHA on compliance with the British Columbia Criminal Records Review Act annually or as required during the Term of this Agreement and provide confirmation of compliance or change of status.

**SCHEDULE D – APPROVED SUB-CONTRACTOR(S)**

The approved sub-contractor(s) to whom the Contractor may sub-contract under this Agreement include:

<u>Name of Sub-Contractor</u>	<u>Type of Service</u>
NIL	NIL

**SCHEDULE E – INSURANCE**

- The Contractor will arrange and maintain Comprehensive General Liability insurance in the amount of \$2,000,000 inclusive per occurrence insuring against bodily injury and property damage arising out of the Contractor's performance of the Services on behalf of VIHA as outlined in this Agreement.
- The Contractor shall provide, maintain, and pay for any additional insurance which the Contractor is required to carry by law or which the Contractor considers necessary to cover any risk the Contractor may assume as a result of entering into this Agreement.

**SCHEDULE F – INFORMATION MANAGEMENT RESPONSIBILITIES**

Please review Schedule F - Terms and Conditions

**SCHEDULE G – WorksafeBC INSURANCE**

The Contractor will comply with the Workers' Compensation Act of the Province of British Columbia and in particular will obtain and maintain during the Term the necessary coverage for the Contractor and the Contractor's employees, and will, provide particulars of such coverage.

The Contractor's WorksafeBC number is: \_\_\_\_\_

Signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNED AND DELIVERED on behalf of the VIHA by an authorized representative of the VIHA:	SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory if a corporation):
_____ Authorized Representative: (signature)	_____ Contractor or Authorized Signatory: (signature)
_____ Authorized Representative:  Department: Child & Family Rehabilitation Services  Title:	_____ Contractor or Authorized Signatory: (print name)  Title:

**TERMS AND CONDITIONS OF THE AGREEMENT****CONTRACTOR'S OBLIGATIONS**

1. You must provide the services described in Schedule A (the "Services.") in accordance with this agreement. You must provide the Services during the term described in Schedule A regardless of the date of execution or delivery of this agreement.
2. You must supply and pay for all labour, materials, and approvals necessary or advisable to provide the Services.
3. You must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. You must comply with our instructions in performing the Services, but not as to the manner in which those instructions are carried out except as specified in this agreement.
6. You must upon our request, fully inform us of all work you do in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts and vouchers of all expenses incurred, in form and content satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all material that has been produced or received by you or any subcontractor as a result of this agreement (collectively the "Material"), including without limitation, accounting records, findings, software, data, specifications, drawings, reports and documents, whether complete or not.
9. You must treat as confidential all Material and not permit its disclosure without our prior written consent except as required by applicable law, before or after the termination of this Agreement, any Confidential Information (as defined below) nor will you use or exploit, directly or indirectly, any Confidential Information for any purpose other than for the fulfillment your obligations under this Agreement, including the Freedom of Information and Protection of Privacy Act. You agree compliance with the Act and this Agreement in respect of Data shall supercede and have paramountcy over any compliance with privacy laws of general application in the private sector having application to you.  
  
"Confidential Information" means any and all information supplied to, obtained by or which comes to your knowledge as a result of this Agreement with respect to the Vancouver Island Health Authority including, without limitation, all patient and client information (including patient names, addresses, telephone numbers and medical history), and all operational procedures except that Confidential Information does not include information which the Contractor can prove is information which is in the public domain.
10. The Material and any property we provide to you or a subcontractor is our exclusive property. You must deliver it to us immediately upon our request.
11. The copyright in the Material belongs exclusively to us. Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you or your employees or subcontractors may have in the Material and confirming the vesting of the copyright in us.
12. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if any, as modified from time to time in accordance with our directions.
13. You must apply for and immediately upon receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items used in connection with this agreement.
14. The Contractor will perform the Services in accordance with: (a) all applicable laws; (b) any instructions or directions that may be given by the VIHA to the Contractor from time to time with respect to the provision of the Services; (c) all policies,

**PAYMENT**

21. You must not commit or purport to commit us to pay any money except as authorized by this agreement.
22. We must pay you the fees described in Schedule B. We must pay you for expenses in accordance with Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services. We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
23. You must submit written statements of account to us.
24. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien claim that could arise in connection with the provision of the Services.
25. Our obligation to pay money to you is subject to the Financial Administration Act, which makes that obligation subject to an appropriation being available in the fiscal year of the Vancouver Island Health Authority during which payment becomes due.
26. Unless otherwise specified in this agreement, all references to money are to Canadian dollars.

**TERMINATION**

27. We may terminate this agreement for any reason on giving 10 days' written notice of termination to you. If we do so for any reason other than your failure to comply with this agreement, we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this agreement.
28. If you fail to comply with this agreement, we may terminate it and pursue other remedies as well.

**GENERAL**

29. You are an independent contractor and not our employee, agent, or partner. You nor any person employed by or associated with you in the performance of the Services or otherwise is an employee of, or has an employment relationship of any kind with, the VIHA.
30. If you are a corporation, you represent and warrant to us that you have authorized your signatory to enter into and execute this agreement on your behalf without affixing your common seal.
31. We must make available to you all information in our possession, which we consider pertinent to your performance of the Services.
32. This agreement is governed by and is to be construed in accordance with the laws of British Columbia.
33. Time is of the essence in this agreement.
34. Any notice contemplated by this agreement, to be effective, must be in writing and either
  - a) sent by fax to the addressee's fax number specified in this agreement,
  - b) delivered by hand to the addressee's address specified in this agreement, or
  - c) mailed by prepaid registered mail to the addressee's address specified in this agreement.
 Any notice mailed in accordance with subsection (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
35. A waiver of any term of this agreement or of any breach by you of this agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
36. No modification of this agreement is effective unless it is in writing and signed by the parties.
37. This agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
38. All disputes arising out of or in connection with this agreement or in

<p>guidelines and directives established from time to time by the VIHA (including in particular, any policies of VIHA regarding confidentiality); and (d) all required permits and licenses.</p> <p>15. Where by virtue of this Agreement or of any law or governing body having jurisdiction with respect to the same, the Services are required to be provided by a duly qualified or licensed practitioner, professional, or a person with a specified qualification, level of training, or competence and experience, the Contractor will, upon request of the VIHA from time to time, provide evidence satisfactory to the VIHA that the Contractor and all persons engaged by the Contractor to deliver the Services has the requisite qualification, level of training, competence or experience, holds or has been issued all required licenses, certificates and memberships and that such licenses, certificates and memberships are in good standing.</p> <p>16. You must indemnify and save harmless the VIHA, its governors, directors, officers, employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses the VIHA may sustain or incur, at any time, either before or after the expiration or termination of the Agreement by reason of (a) any breach of this Agreement by the you or any agent, employee, director, officer or sub-contractor, (b) the acts or omissions of the Contractor or any agent, employee, director, officer or sub-contractor of the Contractor including any damages to any and all persons or property, whether deliberate, accidental or through negligence, or (c) any liability on the part of the VIHA, under the <i>Income Tax Act</i> (Canada) or any other statute to make contributions, withhold or remit any monies or make any deductions, or to pay any related interest or penalties thereon, as result of the failure or delay of the Contractor to deduct, withhold or contribute any amount in respect of payments by the VIHA to the Contractor pursuant to this Agreement except with respect to (a) and (b), to the extent any such claim arises solely from the negligence of the VIHA.</p> <p>17. You must not assign your rights under this agreement without our prior written consent.</p> <p>18. You must not subcontract any obligation under this agreement other than to persons listed in Schedule D without our prior written consent. No subcontract, whether consented to or not, relieves you from any obligations under this agreement. You must ensure that any subcontractor fully complies with this agreement in performing the subcontracted Services</p> <p>19. You must not provide any services to any person in circumstances, which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this agreement.</p> <p>20. You must not do anything that would result in personnel you hire being considered our employees.</p>	<p>respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre under its rules.</p> <p>39. Sections 6,8,9,10,11,13,15 and 18 continue in force indefinitely, even after this agreement ends.</p> <p>40. The schedules to this agreement are part of this agreement.</p> <p>41. If there is a conflict between a provision in a schedule to this agreement and any other provision of this agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this agreement.</p> <p>42. You will comply with the Workers' Compensation Act of the Province of British Columbia and in particular will obtain and maintain during the Term the necessary coverage as specified in Schedule G</p> <p>43. In this agreement, "we", "us", and "our" refer to the Vancouver Island Health Authority, Vancouver Island Area alone and never refer to the combination of the Contractor and the Vancouver Island, Vancouver Island Area: that combination is referred to as "the parties".</p> <p>44. Upon the request of the VIHA, the Contractor shall conduct a criminal records check against the Contractor, its employees and sub-contractors (as the VIHA may direct) under the <i>Criminal Records Review Act</i> (British Columbia). If the VIHA does not receive an acceptable criminal records check against the Contractor, its employees and sub-contractors (as the VIHA may direct) prior to the commencement of the Term, this Agreement shall be of no force or effect without further obligation of either party to the other</p> <p>45. The aggregate liability of the VIHA to the Contractor for any matters or claims of whatsoever nature and kind under or in connection with this Agreement will be limited to the "Maximum Amount" specified in Schedule B.</p>
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**SCHEDULE F**  
**HEALTH ORGANIZATION PRIVACY SCHEDULE**  
**CUSTODY, CONTROL AND ADMINISTRATION OF PERSONAL INFORMATION**

**1. Background**

The Vancouver Island Health Authority (“HO”) is a public body that is subject to the provisions of FIPPA relating to the collection, use, disclosure and security of Personal Information. HO and the Service Provider have entered, or will enter, into an agreement (the “Agreement”) that may involve the sharing, management or administration of Personal Information with or by the Service Provider. The purpose of this schedule (“Schedule”) is both to ensure that the Service Provider maintains adequate care of and security controls over the Personal Information and that the Service Provider is aware of and complies with the privacy protection provisions of FIPPA.

**2. Definitions**

In this Schedule:

“**Access Agreement**” means an agreement between the Service Provider and its Personnel requiring that Personnel comply with the requirements of this Schedule, FIPPA, and other Applicable Law;

“**Access Conditions**” means, in respect to access to Personal Information for a Permitted Purpose: (a) the Service Provider must ensure that access is limited to temporary access and storage for the minimum time necessary for the Permitted Purpose; (b) if such access is for the Permitted Purpose of data recovery, the Service Provider must ensure such access is limited to access and storage only after the system failure has occurred; and (c) such other conditions as may be imposed on access and disclosure for a Permitted Purpose pursuant to FIPPA;

“**Applicable Law**” means all present and future laws, statutes, ordinances, regulations, judgements, orders, rules, directions of any court or governmental authority that are enforceable in British Columbia or Canada, and includes FIPPA;

“**Authorized Site**” means the Service Provider’s head office in Canada or such other premises of the Service Provider as may be approved in writing by HO;

“**Commissioner**” means the Information and Privacy Commissioner for British Columbia;

“**Conflicting Foreign Order**” means any order, subpoena, directive, ruling, judgment, injunction, award or decree, decision, request or other requirement issued from a foreign court, agency of a foreign state or other authority outside Canada or any foreign legislation the compliance with which would or could potentially breach FIPPA;

“**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;

“**Excluded Information**” or “**Excluded Records**” means information, documents or recorded information that (a) relate solely to the Service Provider’s internal administration, finances, management, or labour and employment matters, unless they contain Personal Information about an individual other than Personnel or other third parties with whom the Service Provider has dealings unrelated to the subject matter of the Agreement; or (b) HO confirms in writing are excluded from the application of this Schedule;

“**FIPPA**” means the Freedom of Information and Protection of Privacy Act (British Columbia), and regulations enacted thereto, as amended from time to time;

“**Material Breach**” includes, without limitation, (i) non-compliance by the Service Provider with any provision of this Schedule relating to or resulting from the collection, use, disclosure, storage, disposal or destruction of any Personal Information or Records in contravention of FIPPA and/or this Schedule; and (ii) non-compliance by the Service Provider with any other provision of this Schedule that is not cured to the satisfaction of HO, acting reasonably, within 20 days after written notice is given to the Service Provider describing the breach in reasonable detail or otherwise within 20 days of the Service Provider becoming aware the breach;

“**Permitted Purpose**” means access to Records or Personal Information that is necessary for: (a) installing, implementing, maintaining, repairing, trouble-shooting or upgrading an electronic system or equipment used by HO or by the Service

Provider to provide services to HO pursuant to the Agreement; or (b) recovery of data (including Personal Information) undertaken following the failure of an electronic system used by HO or by the Service Provider to provide services to HO; or (c) performance of the duties of Personnel while temporarily travelling outside of Canada;

**“Personal Information”** means recorded information about an identifiable individual, excluding Contact Information and Excluded Information, that is collected or created by the Service Provider or otherwise obtained or held by or accessible to the Service Provider as a result of the Agreement or any previous agreement between HO and the Service Provider dealing with the same subject matter as the Agreement;

**“Personnel”** means any employees, officers, directors, contractors, subcontractors, associates (as defined in FIPPA), representatives or other persons engaged by the Service Provider for the purposes of fulfilling the Service Provider’s obligations under the Agreement;

**“Privacy Representative”** means the designate of the Service Provider or HO with responsibility for compliance with FIPPA and this Schedule; and

**“Record”** includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which Personal Information is recorded or stored by graphic, electronic, mechanical or other means which are collected or produced by the Service Provider in the course of delivering services or otherwise performing its obligations under the Agreement, but does not include: (a) a computer program or any other mechanism that produces records or (b) Excluded Records.

### **3. Service Provider Subject to FIPPA**

The Service Provider agrees that, in relation to the collection, use, disclosure, storage, security and destruction of Personal Information and Records, it is subject to and will comply with the requirements of FIPPA and this Schedule, including any applicable order or security requirements prescribed by the Commissioner or a court and any written direction issued by HO under this Schedule. The Service Provider will ensure that it and its Personnel are familiar and remain current with respect to its and their obligations under FIPPA.

### **4. Control of and Rights in the Record(s)**

As between HO and the Service Provider, all right, title and interest and control in and to all Records shall remain with the HO. No proprietary right or other interest respecting the Records, other than as expressly set out herein, is granted to the Service Provider under this Schedule, by implication or otherwise. The Service Provider is granted temporary access to the Personal Information on the terms and conditions of this Schedule, for the sole and express purpose of fulfilling its obligations under the Agreement and for no other use or purpose. Where the Service Provider provides services under contract with one or more other public bodies in which such other public bodies also assert control over the same or overlapping Records, the HO will work with such other public bodies to resolve each other’s rights and obligations with respect to such Records and the Service Provider will not be considered to be in breach of this Schedule by reason of its inability to provide unfettered control over the Records to the HO.

### **5. Collection of Personal Information**

The Service Provider will only collect, acquire or hold Personal Information on behalf of HO as necessary for the performance of the Service Provider’s obligations under the Agreement or as otherwise authorized by HO in writing. If the Service Provider is required by the Agreement to collect Personal Information on behalf of HO, the Service Provider will do so only in the manner prescribed by FIPPA. Specifically, the Service Provider will: (i) collect Personal Information directly from the individual to whom the information pertains; (ii) tell such individual the purpose and the legal authority for collecting it; and (iii) provide the individual with the title, business address and business telephone number of the person designated by HO to answer questions about the Service Provider’s collection of Personal Information. The Service Provider may only collect Personal Information indirectly (i.e. other than directly from the individual that the information is about) as authorized in writing by the HO or as otherwise permitted by FIPPA.

### **6. Referral of Requests for Access or Correction**

If the Service Provider receives a request under FIPPA for access to or correction of Personal Information from a person other than HO, the Service Provider will promptly advise the person to make the request to HO, unless the Agreement expressly requires the Service Provider to provide such access or process such correction or HO provides a written direction to the Service Provider to do so. The Service Provider will provide such person with the name and contact information for the HO Privacy Representative.

### **7. Cooperation in Responding to Requests for Access**



Where HO communicates to the Service Provider that it has received a request for access to Personal Information, the Service Provider will, at its own expense, locate and supply to HO any and all Records in its custody that, in the opinion of HO, fall within the scope of the request. The Service Provider will comply with this obligation within a reasonable time frame that allows HO to comply with its obligations under FIPPA.

### **8. Accuracy and Correction of Personal Information**

- a) If the Service Provider engages in the collection, maintenance or updating of Personal Information or the creation of Records on behalf of HO under the Agreement, the Service Provider will make every reasonable effort to ensure the accuracy and completeness of such Personal Information generally and as required by FIPPA.
- b) If HO directs the Service Provider to do so, the Service Provider will, in the manner specified by HO, correct or annotate any Records that are created, maintained or held by the Service Provider under the Agreement. If so directed, the Service Provider will also be responsible for providing notice of the corrected or annotated information to any person(s) specified by HO or who are entitled to receive such notice under FIPPA.

### **9. Protection of Personal Information**

The Service Provider must protect Personal Information by making reasonable security arrangements against such risks as theft, loss or unauthorized access, collection, use, disclosure or disposal. Where appropriate, such as when the Service Provider's Personnel are working within HO's facilities, using its information systems or other technology (collectively, "HO Technology"), or otherwise accessing or using Records of HO, the Service Provider and all its Personnel will comply with:

- a) HO's privacy, security & confidentiality policies;
- b) terms of use, agreements, policies and guidelines applicable to the usage of HO Technology;
- c) any directions that may be issued from time to time by the HO's system administrators or privacy/security officers regarding access to and use of HO Technology and information contained therein; and
- d) other applicable policies of HO.

Without limiting the generality of the foregoing, the Service Provider will ensure that its security arrangements include the following:

- e) ensuring that access to electronic Records:
  - i. requires unique individual user identification;
  - ii. includes appropriate controls for the issuance of changes to and cancellation of user identifications and authentication mechanisms;
  - iii. requires that authentication codes and passwords are confidential, complex and are changed regularly (at least semi-annually);
  - iv. is monitored by an automated, always-on auditing system which can be accessed by HO to review access to and use of Personal Information, which system creates an audit trail containing the date and time of access, identity of the user and the type and scope of information accessed, or at the sole discretion of the HO, work in cooperation with the HO to implement an appropriate system to audit access to Personal Information by the Service Provider and its Personnel in connection with the delivery of services under the Agreement;
  - v. requires multi-factor authentication for remote access to Personal Information, unless otherwise authorized by HO in writing;
- f) maintaining and implementing systems to reasonably ensure that any Personal Information that is accessed or transmitted electronically (ie. facsimile, email, internet) is secure against unauthorized access;
- g) using encryption and password protection to secure Personal Information on mobile devices, removable media, and mobile backup media;
- h) maintaining and implementing formal procedures to immediately terminate access to Personal Information by Personnel who have left the organization or a position that requires the access;
  - i) maintaining a process to track, audit and restrict access to Records by Personnel;
  - j) maintaining a process, to regularly assess and/or upgrade the security arrangements of the Service Provider to ensure consistency with evolving industry standards and the guidelines and policies of HO; and
  - k) such other specific data protection protocols and requirements as may be set out in Appendix A to this Schedule.

### **10. Segregation of Data**

The Service Provider shall take reasonable steps to ensure that all Personal Information and Records are securely segregated from any information owned by the Service Provider or third parties, including physical segregation of Records or data on different hardware/systems and/or logical separation using separate database tables, access controls and password authorization to prevent unintended mixing of data or access by unauthorized parties and to enable Personal Information and

Records under the control of HO under this Agreement to be identified and separated from those of the Service Provider or third parties.

#### **11. Access, Use and Disclosure**

The Service Provider will ensure that neither it nor its Personnel collects, creates, copies, reproduces, uses, stores, discloses or provides access to any Personal Information or otherwise removes Records from HO premises except in compliance with this Schedule and FIPPA and for purposes directly related to or necessary for the performance of the Service Provider's obligations under the Agreement, as authorized in writing by HO or as otherwise required by Applicable Law. The Service Provider will promptly take corrective action in response to any non-compliance of its Personnel with this Schedule and/or FIPPA.

#### **12. Access by Personnel**

The Service Provider will ensure that its Personnel are granted access to the Personal Information only where such access is necessary for the performance of the Service Provider's obligations or the exercise of its rights under the Agreement, and subject to the following terms:

- a) Personnel will enter into an Access Agreement prior to being granted access to the Personal Information, and, upon HO request, such Access Agreement is subject to review and approval by the HO;
- b) no access to Personal Information will be permitted while Personnel are physically located outside of Canada, except where access is for a Permitted Purpose and is compliant with the Access Conditions, or unless HO agrees in writing to permit such access;
- c) the Service Provider will revoke the access rights of any person who engages in the unauthorized collection, use or disclosure of Personal Information or otherwise breaches the Access Agreement or FIPPA;
- d) Access Agreements will be renewed or updated from time to time upon the amendment of this Schedule, changes in FIPPA or other Applicable Law, or otherwise at the reasonable request of HO;
- e) the Service Provider will ensure all Personnel are familiar and comply with the obligations of the Service Provider under this Schedule and FIPPA; and
- f) if requested by HO, the Service Provider will provide and conduct specific ongoing training for its Personnel regarding compliance with FIPPA and this Schedule.

#### **13. Subcontractors**

The Service Provider may not subcontract any of its obligations under this Schedule without the prior written consent of HO. The Service Provider acknowledges that any such consent will be conditional on the subcontractor's agreement to be bound by this Schedule and FIPPA, on the same basis that the Service Provider is bound.

#### **14. Liability of the Service Provider for Personnel**

The Service Provider specifically assumes all responsibility for the Personnel and for the breach by any one or more of them of any provision of FIPPA or this Schedule. The Service Provider hereby agrees to defend, indemnify and hold harmless the HO, and the members of its board, officers, employees and representatives of, from and against any and all loss, cost, liability, damage, fee, penalty or other expense, including legal fees (on a solicitor and own client basis) suffered or incurred by the HO, and its board members, officers, employees or representatives, or any of them, with respect to any breach or alleged breach by the Service Provider of any of its covenants or obligations under this Schedule or any non-compliance with the provisions of FIPPA or other Applicable Law.

#### **15. Foreign Access and Storage**

The Service Provider will not permit the Records or any Personal Information to be transported or transmitted to, stored in or accessed from any jurisdiction other than Canada, except where such transport, transmission, storage or access is:

- a) for a Permitted Purpose, and (i) the Permitted Purpose is at all material times authorized by FIPPA, and (ii) the Service Provider strictly observes the Access Conditions and such other conditions as may be imposed by HO; and
- b) for a purpose other than a Permitted Purpose that is permitted by FIPPA, and (i) the Service Provider has received the prior written approval of HO, and (ii) the Service Provider strictly observes any other conditions as may be imposed by HO.

#### **16. Notice of Demands for Disclosure**

- a) The Service Provider will ensure that HO receives prompt written notice of any Conflicting Foreign Order or any other demand, order, subpoena, directive, decision, direction or other communication threatening or purporting to compel the disclosure or production of any Record, whether such demand is received by the Service Provider or its Personnel or any other person to whom the Service Provider has disclosed or provided access to Personal Information.

- b) At the direction of HO, the Service Provider will pursue or will cooperate with HO in pursuing legal proceedings to challenge any Conflicting Foreign Order or other any other demand, order, subpoena, directive, decision or other instrument purporting to require or compel disclosure or production of any Record or access to any Personal Information. To the extent possible or permitted under Applicable Law, the Service Provider will delay compliance with any such requirement until notice has been given to HO in accordance with Subsection (a) and any legal proceedings commenced pursuant to this Section have concluded.
- c) The Service Provider is responsible to ensure that it obtains such contractual rights or makes other such arrangements with its Personnel or such other third parties to whom it may grant access to Personal Information as may be necessary to enable it to comply with the provisions of this Section 16.

#### **17. Storage of Records**

- a) The Service Provider must maintain and store the Records at an Authorized Site in Canada and will ensure that there are reasonable physical and electronic security measures in place at such site to protect against any unauthorized access to, theft, loss or disclosure of the Records.
- b) Notwithstanding the foregoing, the Service Provider may, by written request, seek HO's approval to store or maintain Records at a facility other than an Authorized Site. The use of any such off-site facility by the Service Provider for the storage and maintenance of the Records will be subject to the Service Provider's strict compliance with any conditions imposed by HO from time to time. The Service Provider is responsible for ensuring that the conditions at off-site storage facilities are the same as or better than the conditions at the Authorized Site.

#### **18. Privacy Representative**

Upon execution of the Agreement, the Service Provider will appoint a Privacy Representative and such person will have sufficient authority to make decisions and execute documents on behalf of the Service Provider as may be required from time to time for the administration of this Schedule. The Service Provider shall promptly provide the HO of the name of its Privacy Representative and shall notify the HO of any change of its Privacy Representative.

#### **19. Notice of Breach and Corrective Action**

- a) The Service Provider will provide HO with prompt written notice of any actual or anticipated Material Breach, including full particulars of such breach.
- b) The Service Provider will co-operate fully with HO in preventing the occurrence or recurrence of any breach of this Schedule, including, if requested to do so: (i) by preparing a written proposal to address or prevent further occurrences; (ii) complying with the reasonable directions of HO; and (iii) taking all reasonable steps to recover or obtain any Records that have come into the custody or control of third parties contrary to FIPPA or this Schedule.

#### **20. Audit, Inspection, Investigation & Cooperation**

- a) The Service Provider will permit HO and/or its representatives and agents to conduct periodic audits of Records related to performance by the Service Provider and the Personnel of the Service Provider's obligations under this Schedule. HO may, at any reasonable time and on reasonable notice to the Service Provider, enter on the Service Provider's premises to inspect any Records in the possession of the Service Provider or any of the Service Provider's information management policies or practices relevant to its management of Personal Information or its compliance with this Schedule, and the Service Provider must permit, and provide reasonable assistance to, any such inspection.
- b) Upon request by HO, the Service Provider will, at its own cost, promptly provide any Records in its possession, custody or control to HO or its designate.
- c) The Service Provider will, at its own cost, fully cooperate (including by providing access to Records and related documentation and information) with HO in the event of any audit, investigation, inquiry, complaint, suit or other legal proceeding regarding any actual or alleged breach of FIPPA or this Schedule, including but not limited to a Material Breach.

#### **21. Default & Termination**

- a) Notwithstanding anything in the Agreement to the contrary, the Service Provider and the HO hereby agree that a Material Breach by the Service Provider will give rise to a right on the part of the HO to terminate the Agreement immediately upon written notice.
- b) Without limiting the generality of the foregoing, the Service Provider agrees that in addition to any other rights or remedies the HO may have for a breach of this Schedule, HO has the right to an injunction or other equitable relief in any court of competent jurisdiction enjoining a threatened, anticipated or actual breach of this Schedule or FIPPA by the Service Provider.

#### **22. Change of Law & Amendment**

- a) In the event of any change in FIPPA or other Applicable Law that would necessitate a change to this Schedule in order to ensure compliance, HO, by written notice to the Service Provider, may amend this Schedule in such manner as the HO reasonably determines necessary to comply with such Applicable Law to the extent it is directly applicable and enforceable against the Service Provider. This provision is additional to any rights of the HO to terminate pursuant to this Section 22.
- b) The Service Provider shall promptly notify HO in writing of any fact or circumstance, including a change in law, which has, or may reasonably be expected to have, a material adverse impact on the Service Provider's ability to fully comply with this Schedule. Upon receiving such notice, HO may, at its option, exercise its rights under Subsection 22(c) below or immediately terminate the Agreement by notice in writing.
- c) In the event of any change in the circumstances of either party, Applicable Law, including FIPPA, or any foreign laws applicable to the Service Provider or HO that would affect, in the reasonable opinion of HO, (i) either party's ability to perform its obligations under this Schedule, or (ii) the effectiveness or sufficiency of this Schedule in ensuring best practices and legal compliance, the parties will, at HO's option, enter into good faith negotiations in an effort to address any such issues by amendment to the Schedule or otherwise. If the parties are unable to reach agreement or the issues cannot reasonably be addressed by such agreement, then HO may terminate the Agreement upon the provision of reasonable written notice to the Service Provider.

### **23. No Withholding**

The Service Provider shall not be entitled to, and hereby waives any and all right to, withhold any Records from HO to enforce any alleged payment obligation or in connection with any dispute relating to the terms of the Agreement or any other matter between HO and the Service Provider.

### **24. Return or Destruction of the Record Upon Request**

- a) Except as otherwise specified in the Agreement, the Service Provider will retain the Personal Information and Records until it is provided with a written direction from HO regarding its return or destruction.
- b) Upon the expiry or earlier termination of the Agreement or, at any time upon the written request of HO, the Service Provider will promptly and at its own cost, (i) return or deliver all Records, including any copies thereof, to HO; or (ii) destroy, according to HO's instructions, all documents or other Records, including any copies thereof, in any form or format whatsoever in the Service Provider's possession constituting or based upon Personal Information and, upon HO request, will provide a completed Certificate of Destruction in a form satisfactory to the HO. After a request is made under this Section, the Service Provider will not retain any Records for any purpose without the prior written consent of HO. If, for any reason, the Service Provider fails to return or destroy any Record in accordance with this Section 24, the Service Provider's obligations pursuant to this Schedule will continue in full force and effect.
- c) Unless otherwise directed by HO, if the Service Provider is directed to destroy Records, the Service Provider will ensure that the destruction occurs as follows:
  - i. Personal Information erasure will be accomplished by software erasure or by physical destruction of the media;
  - ii. Software erasure and physical destruction will be at a minimum to NIST 800-88 standard, as updated, amended or replaced from time to time; and
  - iii. Physical destruction of paper media will occur by burning, cross-cut shredding, or pulping.

### **25. General**

- a) If a provision of this Schedule or the Agreement (including any direction given by the HO under this Schedule) conflicts with a requirement of FIPPA, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
- b) Unless otherwise expressly provided in the Agreement, if a provision of this Schedule is inconsistent or conflicts with a provision of the Agreement, the conflicting or inconsistent provision in the Agreement will be inoperative to the extent of the conflict.
- c) The Service Provider expressly acknowledges and agrees that this Schedule is binding on the Service Provider notwithstanding any Conflicting Foreign Order or the laws of any jurisdiction outside of Canada purporting to compel disclosure or production of the Records or otherwise conflicting with this Schedule. It is the responsibility of the Service Provider to ensure that its obligations under this Schedule will not come into conflict with any Conflicting Foreign Order or any foreign laws.
- d) The Service Provider's obligations under this Schedule will continue despite the expiry or earlier termination of the Agreement.
- e) Except as otherwise provided in this Schedule, no amendments to this Schedule will be effective unless made in writing and agreed to by the parties.

## Appendix A - Supported Child Development Authorization Form

Vancouver Island Health Authority

Centre name

date range

Family Information          Phone:
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Caregiver Information          Phone:
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**SECTION A: (FUNDING CALCULATIONS)**

Child's Name	DOB	Parent/Guardian	Hours			
			Sept	Oct	Nov	Dec
Last Name, First Name		Last Name, First name	0.00	0.00	0.00	0.00

Total Hours	x wage	/ months	Monthly Billable Amount
0.00			

Tracking Code: 2010-
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Aggregate	
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Review Date:
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Contract #	P1-061-
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**SECTION B: (SERVICE DELIVERABLES AND SUPPORT PROVISIONS)**

Hours Funded:

Staff/support worker will be available for discussion and review with the SCD consultant, parents and other team members as appropriate  
 The staff/support worker will assist in completing inclusion-promoting tasks as requested by the SCD consultant  
 A staff/support worker will be designated as being responsible for compiling and maintaining the Supported Child Inclusion Binder (SCIB)  
 Support staff and all OSC staff will access training opportunities

\_\_\_\_\_  
Signature of Caregiver

\_\_\_\_\_  
Date

**SECTION C:**

**THIS FORM AUTHORIZES CAREGIVERS (OR, FOR IN-HOME CARE, THE PARENT) TO SUBMIT CLAIMS TO THE VIHA, FOR THE CHILD NAMED ABOVE, UP TO THE AMOUNT INDICATED ON THIS FORM. CLAIMS MUST BE SUBMITTED WITHIN 6 MONTHS OF EXPIRATION OF CONTRACT TERM. SUBMISSIONS BEYOND THAT DATE WILL NOT BE CONSIDERED. FUNDED HOURS MAY BE ADJUSTED UPON APPROVAL OF THE SUPPORTED CHILD DEVELOPMENT CONSULTANT OR COORDINATOR. THE CENTRE WILL BE NOTIFIED IN WRITING OF ANY VARIATION (SUPPLEMENT OR DEDUCTION) TO THE APPENDIX A FUNDING AUTHORIZATION PAYMENT SCHEDULE. PLEASE CONTACT YOUR CONSULTANT OR SUPPORTED CHILD DEVELOPMENT CONTACT WITH ANY CHANGES TO PERSONAL INFORMATION.**

\_\_\_\_\_  
Signature of Spending Authority  
Please provide one copy to each of the following: 1) Care Provider 2) Queen Alexandra Supported Child Development Program 3) Parent/Guardian

\_\_\_\_\_  
Date