

**CHILD CARE SERVICES CONTRACT
(the "Agreement")**

| Vancouver Island Health Authority | BETWEEN | Contractor Name |
|--|----------------|---|
| (the "Island Health (VIHA)") | AND | (the "Contractor") |
| <u>At the following address:</u> | | <u>Attention:</u> <u>At the following address:</u> |
| 1952 Bay Street Victoria, BC V8R 1J8 | | Address |
| Fax: (250) 740-2663 | | Phone: (250) Fax: (250) Email: |

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

SCHEDULE A – SERVICES

This Agreement for Services lays out the general expectations for Supported Child Development (SCD) service delivery by the Contractor.

The following services and/or deliverables ("Services") will be provided by the Contractor for the Term from _____ to _____:

- Clients receiving services will meet Island Health eligibility requirements and service levels will be set by Island Health.
- General client service level detail will be provided through a Supported Child Development Authorization(s) form, an example is attached as Appendix A. In accordance with Provincial Policies and Procedures for Supported Child Development, the Contractor will provide inclusive assisted care.
- A Supported Child Development Authorization(s) form will outline the service maximum amounts per month, the length the service is to be provided, lists the family name, address, the child the service is being provided to, who the caregiver or agency is, detail what type of general service the Contractor will be providing in broad terms, not specific client details.
- The Contractor will work collaboratively with a designated Island Health representative to achieve the outcomes developed in the client specific Support Guide(s).
- It is the Contractor's responsibility to ensure that current criminal record checks through the Ministry of Justice are obtained from any sub-contractor.

SCHEDULE B – FEES

- \$ _____ represents the maximum amount the Contractor may receive from Island Health over the Term of the Agreement.
- This Agreement does not create an obligation on the part of the Island Health to retain the Contractor's Services or provide a minimal volume or frequency of Services.
- 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 Agreement.
- The Contractor will be reimbursed only for Services provided to the child and authorized by Island Health.
- Payment will be made by the 15th of each month. The Contractor will invoice at the end of each month. Any over payment for Services will be deducted from the next month's payments or reimbursed to Island Health.
- Any invoice received 6 months or more after Services have been delivered will not be paid.

SCHEDULE C – REPORTING ACCOUNTABILITIES

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. Statistical information required may include staff employed, hours worked, and hours of service delivered.

The Contractor will also:

- Inform Island Health if the level of service exceeds what is required.
- Report any concerns regarding client care to Island Health.

Island Health may conduct site inspections as required from time to time.

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> |
|-------------------------------|------------------------|
| To be determined by parent | child care |

SCHEDULE E – INSURANCE

The Contractor shall provide, maintain, and pay for any 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 – PRIVACY

Please review Terms and Conditions [] Not Applicable []

SCHEDULE G – WCB 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 registration number is:

Signed, sealed and delivered this _____ day of _____, 201_.

| | |
|--|---|
| <p>SIGNED AND DELIVERED on behalf of the Island Health by an authorized representative of the Island Health:</p> <p>_____ Authorized Representative: (signature)</p> <p>Sarah Bower, Manager</p> <p>_____ Authorized Representative:</p> <p>Department: Child, Youth & Family Rehabilitation Services</p> | <p>SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory if a corporation):</p> <p>_____ Contractor or Authorized Signatory: (signature)</p> <p>_____ Contractor or Authorized Signatory: (print name)</p> |
|--|---|

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 supersede 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 E, 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 Island Health to the Contractor from time to time with respect to the provision of the Services; (c) all policies, guidelines and directives established from time to time by Island Health (including in particular, any policies of Island Health regarding confidentiality); and (d) all required permits and licenses.
15. The Contractor will indemnify and save harmless Island Health, its governors, directors, officers, employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses the Island Health may sustain or incur, at any time, either before or after the expiration or termination of this Agreement, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors or subcontractors in providing the service except, with respect to the extent any such claim arises solely from the negligence of Island Health.
16. You must not assign your rights under this agreement without our prior written consent. You agree to bear all legal and administrative costs associated with providing consent.
17. 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.
18. 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.

PAYMENT

19. You must not do anything that would result in personnel you hire being considered our employees.
20. You must not commit or purport to commit us to pay any money except as authorized by this agreement.

21. 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.
22. You must submit written statements of account to us, but only for the portion of the Services that has been completed to our satisfaction.
23. 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.
24. 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.
25. Unless otherwise specified in this agreement, all references to money are to Canadian dollars.

TERMINATION

26. 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.
27. If you fail to comply with this agreement, we may terminate it and pursue other remedies as well.

GENERAL

28. You are an independent contractor and not our employee, agent, or partner. Neither 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, Island Health.
29. 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.
30. We must make available to you all information in our possession, which we consider pertinent to your performance of the Services.
31. This agreement is governed by and is to be construed in accordance with the laws of British Columbia.
32. Time is of the essence in this agreement.
33. 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.
34. 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.
35. No modification of this agreement is effective unless it is in writing and signed by the parties.
36. This agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
37. All disputes arising out of or in connection with this agreement or in 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.
38. Sections 8 to 11, 14, 15 and 44 continue in force indefinitely, even after this agreement ends.
39. The schedules to this agreement are part of this agreement.
40. 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.
41. 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
42. In this agreement, "we", "us", and "our" refer to Island Health and never refer to the combination of the Contractor and Island Health: that combination is referred to as "the parties".
43. Upon the request of Island Health, the Contractor shall conduct a criminal records check against the Contractor, its employees and sub-contractors (as Island Health may direct) under the *Criminal Records Review Act* (British Columbia). If Island Health does not receive an acceptable criminal records check against the Contractor, its employees and sub-contractors (as Island Health 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
44. The aggregate liability of the Island Health 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.

45. This Agreement may be executed in one or more facsimile or electronically scanned counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

Appendix A - Supported Child Development Authorization Form

Island Health
 IH Contractor Name
 date range

Family Information

Phone:

Caregiver Information

Phone:

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 | Less parent portion/Child Care Subsidy | Monthly Billable Amount |
|-------------|--------|----------|--|-------------------------|
| 0.00 | | | | |

Tracking Code: 2010-

Aggregate

Review Date:

Contract # P1-061-

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 ISLAND HEALTH, 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

 Date

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