

**Third Party Agreement
Community Action Program for Children (CAPC)**

BETWEEN

Community Services Society

("Recipient") OF THE FIRST PART

AND

Family Resource Society

("Third Party") OF THE SECOND PART

The parties agree to the following:

APPOINTMENT

1. The Recipient retains the Third Party to provide the services (the "Services"), described in Schedule "A", during the term (the "Term") described below.

TERM

2. The term of this contract is from April 1, 2020 to March 31, 2023.

PAYMENT

3. The Recipient will pay the Third Party, in full payment and reimbursement for providing the Services, on the basis of the fees and expenses set out in Schedule "B", and the Third Party will accept the same as full payment and reimbursement as aforesaid.

THE THIRD PARTY

4. The Third Party will:

a) supply all labour, materials, and approvals necessary to perform the Services during the Term both described in Schedule "A",

b) establish and maintain time records and books of accounts, invoices, receipts and vouchers of all expenses incurred in a form and content satisfactory to the Recipient,

c) provide appropriate insurance as described in Schedule "D",

d) upon the request of the Recipient, fully inform the Recipient of work done by the Third Party in connection with the provision of the Services, and permit the Recipient at all reasonable times to inspect, review and copy and audit all works, accounting records, data, reports, documents and materials whether complete or otherwise, that have been produced as a result of this Agreement excluding client case files.

e) be an independent Third Party and not the servant, employee or agent of the Recipient;

f) hire all personnel as required to perform the Services, and be solely responsible for all matters arising out of the relationship of employee and employer.

- g) ensure all persons employed by it in connection with provision of the Services are competent to perform them, adequately trained, fully instructed, and supervised.
- h) ensure that all information, statements and documents submitted to the Recipient in connection with this Agreement are true and correct;
- i) comply with all applicable municipal, provincial, federal legislation and regulation;
- j) obtain all permits, licenses, and insurance necessary for the performance of the Services;
- k) not assign this Agreement, nor subcontract any of its obligations under this Agreement to any person, firm or corporation without the prior written consent of the Recipient.
- l) complete an evaluation form provided by the Recipient on or before completion of the Services, participate in Coalition planning and decision making as per the CAPC Coalition Terms of Reference, complete evaluation forms, progress reports and other documents described in Schedule "E" or as requested by Public Health Agency of Canada (PHAC) or the Coalition Coordinator.

INDEMNIFICATION

5. The Third Party will indemnify and save harmless the Recipient from and against all losses, claims, damages, actions, causes of action, costs and expenses that the Recipient may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur by reason of any act or omission of the Third Party or of any servant, employee, officer, director, shareholder or subcontractor of the Third Party pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Recipient.

6. The Third Party will obtain, maintain and pay for insurance in such form and amounts, with such deductibles, and according to the terms and conditions outlined in Schedule "D".

TERMINATION

7. The following event will constitute an event of default:

- a) the Third Party fails to observe, perform or comply with any provisions of the Agreement.

8. On the occurrence of an event of default as defined:

- a) the Parties agree to participate in a dispute resolution process when necessary following progressive steps. Step one: Program Director/Manager to Program Director/Manager; Step two: Board of Directors to Board of Directors; Step three: dispute resolution process with a mutually-agreed upon mediator, whose costs would be shared, to work to resolve any conflict, before termination of this agreement is exercised.

- b) then in addition to any other remedies available to the Recipient, the Recipient with the agreement of the Coalition, may terminate this agreement by giving written notice of termination to the Third Party.

9. When any termination option is exercised under Paragraph 7 of this Agreement:

- a) the Recipient will be under no further obligation or liability to the Third Party, except to pay the Third Party such fees and expenses as the Third Party may be entitled to receive, for services rendered and expenses incurred to the date that said notice is given to the Third Party, and

b) the Third Party will immediately repay any funds which have already been advanced to the Third Party under this Agreement for which services have not been rendered.

10. Notwithstanding any other provision of this Agreement, either party may terminate the Agreement at any time upon 30 days written notice delivered to the other party at the address above; or at such shorter time and in such a manner as may be mutually agreed upon by both parties.

MATERIAL

11. Any material intended for public distribution, and described in Schedule "A", will;

a) acknowledge the funding provided by the Public Health Agency of Canada (PHAC);

b) include a disclaimer that "The views expressed herein do not necessarily represent the views of the Public Health Agency of Canada".

12. The Third Party will give notice to the Recipient in advance of any public distribution of materials developed under this Agreement and will acknowledge the Public Health Agency of Canada's contribution to the project in its publicity and signage relating to the project.

13. The Third Party grants the rights to Canada, to have and to use Materials created or developed by the Third Party, if Canada wishes to negotiate a license agreement separate from this agreement.

GENERAL

14. This Agreement will be binding upon:

a) the Recipient and its assigns; and,

b) the Third Party and the Third Party's heirs, successors and permitted assigns.

15. The Schedules to the Agreement are an integral part of this Agreement as if set out in length in the body of this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

17. No amendment or modification to this Agreement will become effective unless the same will have been reduced in writing and duly executed by the parties hereto.

18. This Agreement constitutes the entire agreement between the parties.

19. Where the Third Party is a non-profit society the Third Party hereby represents and warrants to the Recipient, that the signatory has been duly authorized by the Third Party to enter into the Agreement without corporate seal on behalf of the non-profit society.

20. The Third Party acknowledges that representatives of the Public Health Agency of Canada, have the right to audit, or cause to have audited, the accounts and records of the Third Party and to have a right of access to the books and records of the Third Party and to the business premises and project site of the Third Party in order to conduct an audit of the project.

The Third Party acknowledges that the Auditor General of Canada may, at his/her own cost, under the authority of subsection 7.1 of the *Auditor General Act*, conduct an inquiry into the use of funds. The Recipient shall cooperate with the Auditor General and his/her representatives or agents in connection with such inquiry, and shall grant access to the Recipient's documents, records and premises as required by the Auditor General or his/her representatives or agents for purposes of any such inquiry.

The Auditor General may, at his/her discretion, discuss any concerns raised in such inquiry with the Parties. The results may be reported to Parliament in a report of the Auditor General.

21. The Third Party agrees to identify the preferred language for communication of clientele of CAPC programs and to take necessary measures to respect the spirit and intent of the *Official Languages Act* to communicate with the public in the official language (i.e., English or French) of their choice.

22. Should the Recipient in consultation with the Public Health Agency of Canada, determine that the “numbers warrant”, including both official linguistic communities, the Third Party will be expected to ensure:

“that announcements, services, documents, conferences, meetings, workshops, etc., will be in both official languages and that community members of both official languages be encouraged to participate in the Eligible Project.”

23. Where a project cost in respect of which financial assistance is provided to a Third Party is the cost of lease payments in respect of a lease of land or a building, or both, a requirement for the Third Party to provide to the Recipient a notarized copy of any formal written lease prior to payment and in the absence of a formal written lease, a written statement from the Third Party detailing the terms and conditions governing its lease.

APPROPRIATION

24. Notwithstanding any other provision of this Agreement, the amount of funding to be provided to the Recipient pursuant to this Agreement is subject to there being an Appropriation of funds by the Parliament of Canada for the Fiscal Year in which any commitment would come due for payment.

25. In the event that authorities for the Program/Initiative are amended or terminated or if funding levels are reduced or cancelled for any Fiscal Year in which a payment is to be made under this Agreement, Canada may reduce or terminate further payments to be made under this Agreement.

26. Where funding under this Agreement is to be reduced or terminated under section (24) or (25), Canada shall provide the Recipient with sixty (60) calendar days written notice of the reduction or termination and shall reimburse the Recipient for any Eligible Expenditures incurred up to the date upon which the reduction/termination is to take effect.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

SIGNED by authorized signatory of
(Family Resource Society)

SIGNED by authorized signatory of
Community Services Society

Date

Date

SCHEDULE "A"
SCHEDULE OF SERVICES
Family Resource Society

A. Background

Coalition Community Services Society, representing the
has contracted with the Public Health Agency of Canada
(PHAC) to provide financial, administrative, program monitoring and program delivery services for
the Coalition's CAPC programs.

The services offered by Third Parties in the Coalition are to provide direct services to at risk 0-6 year old children and their families within the context of the PHAC, Community Action Program for Children. This contract is between the Recipient and the above named Third Party.

B. Services

1. The Third Party will:

- a) provide direct services¹ to at risk 0-6 year old children and their families as indicated in the appended CAPC Program Workplan; providing programs and services promoting the healthy growth and development of young children by enhancing families' skills, capacities and social supports;
- b) provide one or more of the following services:
 - i) Drop-in groups for at risk 0-6 year old children and their caregivers
 - ii) Peer support or one-to-one support services to parents² of at risk children 0-6 years
 - iii) Group support activities or education to support parents of at risk children 0-6 years
- c) provide program administration, program design and development, budget development and management, staffing, and participate in Coalition quarterly meetings, subcommittee meetings and evaluation training.
- d) ensure, that all new employees will be subject to satisfactory reference checks including a criminal record check, prior to employment confirmation.
- e) cooperate with and assist the Recipient in conducting a program outcome evaluation.
- f) ensure that reports and information requested by the Coalition Coordinator or the Recipient are submitted by the designated time.
- g) notify the Coalition Coordinator or Recipient of any changes in delivery of their CAPC programs, within 1 week of such change.

¹ 'Direct Services' are services offered to families with children 0-6 years that are described above in i), ii), or iii).

² The term 'parents' is intended to also include other adult family members and caregivers who participate in CAPC programs.

SCHEDULE "B"

FEES AND EXPENSES - Family Resource Society

1. Payment of fees to the Third Party during the Term of this Agreement will be made upon receipt of funds from the Public Health Agency of Canada (PHAC) and will be paid only to Third Parties that have submitted cashflow reports for the previous quarter.
2. Cashflow financial reports:
 - a) must be submitted by the 20th day of the month, following the end of the reporting period.
 - b) October 20th, January 20th and April 20th for the previous three or 6 month period.
3. Fees payable to the Third Party pursuant to this Agreement during the Term, will not exceed \$ for each fiscal year of the 3 year term.
4. If actual expenses vary more than 10% from amount budgeted by the Third Party, approval needs to be given by the Recipient before expenses will be considered eligible.
5. The Third Party will expend the funds provided through this contract in accordance with the following budget and eligible expenditures which are detailed in brackets:

	Annual Budget for Each of the 3 Years
Personnel: (salaries, benefits and contract fees)	\$
Travel: (for program expenses or to share program information)	
Materials and Publication Expenses:(office supplies, equipment and specialized program supplies, printing, photocopying, distribution)	
Equipment: (office equipment, furniture and special equipment)	
Rent:	\$
Utilities: (facility rental, utilities and maintenance)	
Other: (translation, training, insurance, administration costs)	\$
6. Ineligible expenses are detailed in Schedule "C" and include: therapeutic and medical treatment such as speech therapy, purchase of land, or purchasing, building or major renovations to buildings.
7. The Recipient will be unable to requisition payments unless cash flow reports are received by the designated times.
8. Third Parties at the end of the December quarter with unspent funds exceeding \$1000, must submit a plan for spending such funds to Recipient by January 20th and any funds that the Third Party cannot spend by March 31st will be reallocated by the Recipient.
9. The Third Party will repay any overpayments, unexpected balances and disallowed expenses to the Recipient.
10. If funds are subject to repayment to the Recipient by the Third Party because of situations described in section 9 above, the Recipient shall use its best efforts to recover the funds and after deducting its reasonable expenses incurred in recovering the funds, will use the funds in support of other Eligible Project activities.
11. The Third Party takes full responsibility of any deficit incurred as a result of providing the services as described in Schedule "A" and agrees to inform the Recipient immediately of any changes or anticipated changes that would significantly affect the cost of providing the services.
12. The Third Party will submit: preferably an Audited Financial Statement for CAPC or an Accountant's Comments Financial Statement; or Annual General Ledger Printout for CAPC programs, to the Recipient within 30 days of the release of the Audit Report and the completion of the annual financial statement.

SCHEDULE "C"

ELIGIBLE EXPENDITURES

Personnel

- Project staff salaries and wages; Employer's contribution to statutory and extended employee group benefits plans (dental, medical, pension benefits, RRSPs) by virtue of employment/labour agreement or equivalent, combined with statutory benefits up to a maximum of 20% of salary costs for each employee (must be offered to all employees); and Contractor fees.

Travel and Accommodation

- Expenses for project activities such as private vehicle mileage, air, train or bus fares, project-related meals, and accommodation costs are all eligible. (Kilometre rates, meals and living expenses must not exceed those allowed under the National Joint Council Travel Directive)

Materials and Supplies

- Office supplies, printing, postage.

Equipment

- Office/Project equipment such as computers, equipment for children, adults with special needs, etc. (Cost effectiveness should be considered when considering to rent or purchase)

Rent

- Actual rent costs incurred and substantiated by a rental/lease agreement; Cost incurred to rent space for off-site meetings, conferences, training (if space not available at project location).

Utilities

- Telephone, electricity, heating etc.; Property maintenance costs based on the square footage or other acceptable methods for the project (if not included in rental agreement).

Performance Measurement/Evaluation

- Fees for a third-party evaluation, data collection and analysis.

Other

- Actual project expenses that do not fit in the previous budget categories such as: bank charges, training of staff and volunteers, membership fees when directly related to the project, other indirect prorated costs portions related to the project (auditor fees, insurance fees, liability insurance).

Note: Non-reimbursable sales taxes must be included in all budget expenses, not as a separate item in this category.

INELIGIBLE EXPENSES

Personal

- Statutory and extended benefits exceeding the 20% ceiling not included in employee group benefits plans by virtue of employment/labour agreement or equivalent; Statutory and extended benefits exceeding the 20% ceiling; Performance pay/bonus; Severance/separation/termination payments; Maternity leave; Compensation during extended absence.

Travel and Accommodation

- Travel and hospitality expenses that exceed the National Joint Council Travel Directive.

Materials

- Rental charges for use of recipient owned equipment

Rent

- Rental costs claimed for property /space owned by or donated to the recipient.

Other

- Capital costs such as the purchase of land, buildings, or vehicles;
- Direct services which are the jurisdiction of other governments; Provision of services that are the responsibility of other levels of government;
- Costs of ongoing activities for the organization (not directly related to the funded project) such as Overhead / administrative fees expressed as a percentage of ongoing operational support of an organization;
- Stand-alone activities without a program intervention with a project audience such as audio visual production or website or smartphone application development and maintenance or conferences, symposia and workshops (as stand-alone projects);
- Profit-making activities; Pure research in any discipline.

SCHEDULE "D"
INSURANCE

1. The Third Party will provide the following insurance for the contract period:

- Third Party Liability (\$1,000,000 minimum)
- Comprehensive General Liability (\$1,000,000 minimum)
- Workers' Compensation
- Criminal Record Check

2. The Third Party will purchase and maintain the above insurance and shall be responsible for all deductibles.

3. As an employer, the Third Party's registration with the Workers' Compensation Board is mandatory.

4. The Third Party shall obtain, maintain and pay for additional insurance which they are required by law to carry or which may be considered necessary to cover risks not otherwise covered by insurance specified in paragraph 1 of this schedule.

SCHEDULE "E"
REPORTING REQUIREMENTS

1. The Third Party will provide the Recipient or the Coordinator with the following documents, reports and data:

- a) annual projected budget submitted for the next fiscal year period as required by PHAC.
- b) financial reports due April 20th, September 20th (Apr 1 to Aug 31 reporting period), January 20th (Sept 1 to Dec 31 reporting period) and April 20th (Jan 1 to March 31 reporting period).
- c) Annual Audited Financial Statement for CAPC or an Accountant's Comments Financial Statement for CAPC; or an Annual General Ledger Printout for CAPC programs to be given to the Recipient within 30 days of the release of the Audit Report and the completion of the annual financial statement.
- d) evaluation output forms submitted to the Coalition Coordinator twice a year, by October 15th and April 15th, and outcome questionnaires submitted as requested by the Coordinator.
- e) Annual Performance Measurement Requirements completed by each coalition member agency as required by PHAC.
- f) evaluation narratives as requested by the Public Health Agency of Canada.
- g) any additional requests made by the Public Health Agency of Canada.