

**MASTER OPERATING AGREEMENT  
REGARDING THE  
FOUNDRY [Insert Community Name] CENTRE**

**Dated [INSERT DATE] (the “Effective Date”)**

**THIS MASTER OPERATING AGREEMENT REGARDING THE FOUNDRY [NAME OF CENTRE] CENTRE**

**BETWEEN:**

**[Insert LEAD AGENCY NAME]**

**[Insert Lead Agency Address]**

**AND**

**PROVIDENCE HEALTH CARE SOCIETY**

on behalf of

**Foundry Central Office**

**915-1045 Howe Street**

**Vancouver, BC**

**V6Z 2A9**

(henceforth referred to as “Foundry Central Office or FCO”)

(each of the above is a “party” to this Agreement and collectively referred to as “the parties”)

**Article 1. BACKGROUND**

- (a) The Foundry Network provides integrated health and wellness resources, service and supports offered virtually and through Foundry Centres for youth and young adults (YYA) aged 12 to 24 and their families and caregivers across British Columbia.
- (b) Foundry Centres support the health and wellbeing of YYA by providing them with low-barrier access to community-based services across the Core Service Streams. Additional services may be integrated into a specific Foundry Centre based on community-specific needs and agreement with Foundry Central Office (FCO).
- (c) The Core Service Streams are co-located and offered holistically by each Foundry Centre so that young people and their families can have their health needs met in one place. Health care and social service providers work collaboratively in an integrated approach so that young people experience seamless care when accessing any of the Core Service Streams.
- (d) FCO’s main aims are to support YYA with early intervention and prevention, as well as to provide care to young people experiencing challenges with their mental health or substance use marked by impact on their functioning. Those YYA’s with more severe challenges are expected to be supported, either exclusively or partially, by specialized services whenever possible.
- (e) FCO collaborates with British Columbia’s Ministry of Health, Ministry of Mental Health and Addictions, Ministry of Children and Family Development, as well as with St. Paul’s Foundation among others.
- (f) One of the Foundry Centres will be located in the Community and the parties have agreed to share accountability for delivery of services provided at the Centre.
- (g) Each of the parties is committed to the success of the Centre and the achievement of the objectives of FCO.

- (h) Capital Funding for the Centre, if required, may be provided by the MoH through FCO or St. Paul's Foundation, by the Lead Agency, and by philanthropic donations.
- (i) Operational funding for the Centre will be provided by the MoH through FCO.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

## **Article 2. DEFINITIONS AND INTERPRETATION**

### **2.1 Defined Terms**

In this Agreement, the following words have the following meanings:

- (a) **“Additional Services”** means the ancillary health and social services, programs and activities for youth and young adults (including co-located supporting or specialist services) set out in Schedule A to this Agreement, if any;
- (b) **“Agreement”** means this Master Operating Agreement, including all schedules and appendices hereto, as amended from time to time by the parties;
- (c) **“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 the *Freedom of Information and Protection of Privacy Act* (British Columbia), *Personal Information Protection Act (PIPA)*, and regulations enacted thereto, as amended from time to time.
- (d) **“Capital Funding”** means the funding allocated to the design, planning, Facility, and launch of the Capital Project, as set out in Schedule C to this Agreement;
- (e) **“Capital Budget”** means an accounting of available monetary resources that are applied to one-time costs associated with the Capital Project;
- (f) **“Capital Project Deliverables”** has the meaning set out in Section 6.4;
- (g) **“Capital Project”** has the meaning set out in Section 6.4
- (h) **“Capital Project Budget”** has the meaning set out in Section 6.4;
- (i) **“Capital Projects Guides”** means the suite of guides for planning, establishing and designing Foundry Centre Facilities;
- (j) **“Centre”** means the Foundry Centre operated by the Lead Agency in the Community pursuant to this Agreement;
- (k) **“Centre Launch Date”** means the date the Centre begins providing Foundry Services to YYA in the Community, as approved by FCO in accordance with section **Error! Reference source not found.**;
- (l) **“Centre Services and Supports Environmental Scan Report”** means a scan of existing YYA social services, programs and activities that exist in the community conducted during the establishment of the centre;
- (m) **“Clinical Services Plan”** has the meaning set out in Section 5.1(d);

- (n) **“Community”** means [Insert Community];
- (o) **“Community-Specific Working Groups”** means the working groups established and led by Lead Agency, pursuant to Section 5.3(c) to carry out a specific task or to advise on specific subject-matter related to the Community;
- (p) **“Confidential Information”** is information as specified in 21.2 (Confidential Information);
- (q) **“Core Service Streams”** means the integrated health and social services, programs and activities for YYA, required of all Foundry Centres, set out in section 7.3 of this Agreement;
- (r) **“Disclosing Party”** means a party when such entity discloses its Confidential Information to a Receiving Party or otherwise has its Confidential Information accessed or possessed by a Receiving Party;
- (s) **“Effective Date”** means the date first set out in this Agreement;
- (t) **“Facility”** means the premises owned or leased by the Lead Agency and located in the Community;
- (u) **“Family Advisory Committee”** or **“FAC”** means a committee of family members of YYA established by the Lead Agency to advise the Lead Agency on the establishment, leadership, and operations of the Centre;
- (v) **“Feedback”** means all feedback, ideas, comments, and suggestions submitted by Lead Agency to FCO concerning the Project, any of the Foundry Services, or any other Foundry Centres, or part thereof.
- (w) **“Foundry Central Office”** or **“FCO”** means Providence Health Care Society, doing business as Foundry Central Office, with an address at 915-1045 Howe Street, Vancouver, BC V6Z 2A9;
- (x) **“Foundry Centres”** means the facilities where Foundry Services are provided by local lead agencies and their local partners as part of the Foundry Network;
- (y) **“Foundry Network”** or **“Network”** means the collective of Foundry Centres and FCO, providing Foundry Services across British Columbia;
- (z) **“Foundrybc.ca”** means the website regarding Foundry Services, as operated by FCO in partnership with BC Children’s Hospital, which provides tools and information accessible to all audiences;
- (aa) **“Foundry Policies”** means policies, procedures, guidelines, standards and regulations established by Foundry Central Office for the operation of Foundry Centres, as amended or updated from time to time;
- (bb) **“Foundry Services”** means the Core Service Streams and the Additional Services offered at each Foundry Centre and through virtual services offered by the Foundry Centre or Foundry Virtual;
- (cc) **“Foundry Trademarks”** means FCO’s trademarks, trade names, designs and other means of designation or commercial identification as may be provided to Lead Agency from time to time, including but not limited to the trademarks set out in Schedule E to this Agreement;

- (dd) **“Foundry Virtual BC”** means supports and services provided and operated by FCO, accessible by telephone or technology and offered to YYA and their families, from across British Columbia;
- (ee) **“Functional Program Plan”** has the meaning set out in Section 5.1(e);
- (ff) **“Funders’ Table”** means a group established by Lead Agency comprising representatives from organizations that provide funding directly to Lead Agency for the Centre and other key partners, from time to time;
- (gg) **“Funding Partners”** means organizations that collaborate with FCO and have either funded or fund the Foundry Network provincially. These include, but are not limited to the Province of British Columbia and St. Paul’s Foundation;
- (hh) **“Initial Term”** has the meaning set out in Section 16.1;
- (ii) **“Intellectual Property Rights”** means any and all proprietary rights anywhere in the world provided under: (a) patent law; (b) copyright law; (c) design patent or industrial design law; (d) trademark law; (e) semi-conductor chip or mask work law; or (f) any other applicable statutory provision, common law principle or other legal regime, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, works, or know-how, or the expression or use of the foregoing;
- (jj) **“Leadership Advisory Table”** means the governance structure, composed, established and led by Lead Agency in accordance with this Agreement, including representatives from at least the Funders’ Table, Youth Advisory Committee, and Family Advisory Committee;
- (kk) **“Lead Agency”** means [LEAD AGENCY NAME], a regional health authority or society incorporated under the laws of British Columbia, with an address at [Lead Agency address] contracted through this Agreement to be accountable for the establishment and operations of the Centre and to coordinate the Foundry Services;
- (ll) **“Licensed Materials”** means any and all written materials, including but not limited to reports, templates, models, results, data, tools and resources provided by Foundry Central Office to Lead Agency from time to time;
- (mm) **“Local Leadership Tables”** means the governance structure, composed, established and led by Lead Agency in accordance with this Agreement, including a Funders’ Table, a Leadership Advisory Table, a Service Working Group, a Youth Advisory Committee and Family Advisory Committee (which may be one committee), and other working groups as needed;
- (nn) **“Local Partner Agencies”** means the agencies Lead Agency works with locally within the Community, such as School Districts, Regional Health Authorities, MCFD Regional Offices, non-profits, and others;
- (oo) **“MCFD”** means the Ministry of Children and Family Development of the Province of British Columbia, or its successor ministry;
- (pp) **“MoH”** means the Ministry of Health of the Province of British Columbia, or its successor ministry;

- (qq) **“Operating Period”** means the period commencing on the Centre Launch Date and continues for the remainder of the Initial Term, as well as any Renewal Terms determined in accordance with Section 16.3.
- (rr) **“Operational Funding”** means the funding allocated to the opening of the Centre, operation of the Centre and Foundry Services;
- (ss) **“Operations Budget”** has the meaning set out in Section 7.1;
- (tt) **“Operations Plan”** has the meaning set out in Section 5.1(f);
- (uu) **“Partnership”** does not denote a legal partnership, or imply an intent to profit, but is used to refer to the collaborative relationship between the Parties towards shared goals and desired outcomes;
- (vv) **“Peer Support”** has the meaning set out in Section 7.3(b);
- (ww) **“Personnel”** means with respect to each Party, the employees of the Party and any director, officer, contractor, agent, volunteer, student of the Party;
- (xx) **“Platform”** means (a) the centralized digital information system provided by FCO to Lead Agency; (b) the stand-alone, common assessment and data collection system provided by FCO referred to as ‘Toolbox’; (c) The Foundry BC Platform, an application the helps seamlessly connect young people with virtual and in-person services at their centre.
- (yy) **“Platform Terms of Use”** means the terms of use provided by FCO that govern use of the Platform and that each Authorized User (as defined in the Privacy Schedule) is obliged to accept prior to access to and use of the Platform.
- (zz) **“Pre-Launch Period”** means the period that commences on the Effective Date of this Agreement and continues until the Centre Launch Date.
- (aaa) **“Primary Health Care Services”** has the meaning set out in Section 7.3(a);
- (bbb) **“Privacy Schedule”** means the Privacy and Information Sharing Schedule attached hereto as Schedule D.
- (ccc) **“Project”** means the start-up, opening and operation of the Centre at the Facility and the offering of Foundry Services by the Lead Agency in accordance with the terms of this Agreement;
- (ddd) **“Project Lead”** means the individual hired or identified by Lead Agency to lead and manage the Project from start-up to the Centre Launch Date;
- (eee) **“Provincial Working Group”** means working groups established by FCO with respect to topics relevant across Foundry Centres;
- (fff) **“Receiving Party”** means a Party when such entity receives, or otherwise has access to or comes into possession of Confidential Information of a Disclosing Party;
- (ggg) **“Renewal Term”** means an additional term determined pursuant section 16.3;
- (hhh) **“Social Services”** has the meaning set out in Section 7.3(c);
- (iii) **“Work Product”** means any and all written materials created by Lead Agency or its Personnel as part of the Project or Foundry Services that is developed by Lead Agency independent of the Licensed Materials. For greater clarity, Work Product does not include Derivative Works;

- (jjj) “**YYA**” means youth and young adults in British Columbia, aged 12 – 24 years old and is the specific service population of FCO;
- (kkk) “**Youth Advisory Committee**” or “**YAC**” means a committee of youth aged 12-24 established by Lead Agency to advise the Lead Agency and Local Partner Agencies on the establishment, leadership, and operations of the Centre.

## **2.2 Gender and Number**

In this Agreement, unless there is something in the subject matter or context inconsistent therewith (a) words in the singular number include the plural and *vice versa*, and (b) words importing the use of any gender include all genders where the context or party referred to so requires, and the rest of the sentence is to be construed as if the necessary grammatical changes had been made.

## **2.3 Certain Phrases and Calculation of Time**

In this Agreement (i) the words “including” and “includes” mean “including (or includes) without limitation” and (ii) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding”. If the last day of any such period is not a Business Day, such period will end on the next Business Day.

When calculating the period of time “within” which or “following” which any act or event is required or permitted to be done or notice given, the date which is the reference date in calculating such period is to be excluded from the calculation. If the last day of any such period is not a Business Day, such period will end on the next Business Day.

## **2.4 Headings, etc.**

The inclusion of a table of contents, the division of this Agreement into articles and sections and the insertion of headings are for convenient reference only and are not to affect the interpretation of this Agreement.

## **2.5 Currency**

All monetary amounts in this Agreement, unless otherwise specified, are stated in Canadian currency.

# **Article 3. PURPOSE AND PRINCIPLES**

## **3.1 Preamble**

The Parties recognize that this agreement is grounded in the spirit of mutual collaboration, partnership and respect for the experiences and wisdom of both organizations and the communities they represent.

## **3.2 Purpose of Foundry Central Office**

FCO brings together resources and expertise from YYA and families, government, communities, health and social service providers and agencies, to transform how young people access health and social

services within British Columbia. FCO also operates Foundry Virtual BC which is positioned to support communities across British Columbia, including in those where Foundry Centres are located.

### **3.3 Role of Foundry Central Office**

FCO, while working with Network Working Groups, sets standards for the operation of the Foundry centres. FCO has diverse areas of experience and expertise and is intended to behave as a backbone organization for the Foundry Network. The FCO team is centred in Vancouver with some regional staff across the province. FCO is accountable, working with Lead Agencies, for the success of the Foundry Network and the Foundry Centres. FCO offers support in areas ranging from clinical standards and project management to partnerships, policy, philanthropy, communications, evaluation, and knowledge translation. FCO partners with Lead Agencies to establish, open, and operationalize Foundry Centres. FCO's stated intention is to support Lead Agencies to transform access to health and social services for the young people and their families in their communities.

### **3.4 Role of Lead Agencies in the Foundry Network**

Lead agencies are non-profit organizations or health authorities who contract with FCO to lead the establishment and operations of Foundry Centres in communities in British Columbia. Lead agencies lead the creation of local governance structures, youth and family engagement, capital projects, local fundraising, operational planning, service integration, while providing time and space for staff training. Once a Foundry Centre is open, lead agencies ensure a transition to the delivery of services including but not limited to: centre operations (service development and implementation, human resources, operating budget and accounting), integrated stepped care, data capture, communications, ongoing training, clinical supervision, good governance and meaningful youth and family engagement.

### **3.5 Collaborative Approach**

FCO recognizes and respects the wealth of experience and quality of service provision of the lead agency and partners. The successful implementation of the Centre is founded on collaborative partnership requiring the participation and cooperation of both parties to ensure that the expertise and resources of each party are coordinated and unified to affect the successful delivery of the Foundry Services. This collaborative partnership is built on the principles of respect, reciprocity, shared knowledge and shared decision-making. The Parties agree to work to consensus whenever possible.

### **3.6 Objectives of the Parties**

The Parties agree that the objectives of the Parties, and purpose of this Agreement are to:

- (a) Create a youth-friendly Centre and Foundry Services to encourage YYA to access and remain engaged with integrated health and wellness services;
- (b) Make services more accessible to YYA by offering accessible locations, youth-friendly hours and virtually accessed services;
- (c) Encourage and facilitate YYA and family participation in service delivery design so that YYA and families are involved in decision-making and strategic planning, and barriers to primary care, mental health services, substance use services, YYA and family peer supports, and social services are reduced;



- (d) Provide a holistic approach to health and wellness so that services are not focused exclusively on providing solutions to mental health and substance use concerns but also support solutions addressing physical health, educational, employment and social concerns;
- (e) Ensure that services provided are culturally agile and safe and reflect the needs of diverse populations;
- (f) Implement a standardized performance measurement framework integrated into all services, providing real-time performance feedback in order to support quality improvement, scaling and expansion of the system of care; and
- (g) Facilitate quality improvement and research initiatives to continuously improve Foundry Services and inform innovation with the purpose of enhancing services.

## **Article 4. REPRESENTATIONS AND WARRANTIES OF PARTIES**

### **4.1 Representations and Warranties of Lead Agency**

The Lead Agency represents and warrants as follows and acknowledges and confirms that FCO is relying upon the representations and warranties in entering into this Agreement:

- (a) The Lead Agency is a corporation incorporated and existing under the laws of British Columbia and has the corporate power and authority to operate its property and assets and enter into and perform its obligations under this Agreement;
- (b) The execution, delivery and performance by the Lead Agency of this Agreement:
  - (i) have been authorized by all necessary corporate action on the part of the Lead Agency, and
  - (ii) do not (or would not with the giving of notice, the passage of time or the happening of any other event) result in a violation of or conflict with, any of its constating documents, by-laws or resolutions of its directors or members;
- (c) The execution, delivery and performance by the Lead Agency of this Agreement do not (or would not with the giving of notice, the passage of time or the happening of any other event) result in a violation of, or conflict with, any law applicable to the Lead Agency or any judgement or order of any court, tribunal or government body or other authority;
- (d) This Agreement has been (or will be) duly executed and delivered by the Lead Agency and constitute (or will constitute) legal, valid and binding obligations of the Lead Agency enforceable against it in accordance with the terms hereof.

### **4.2 Representations of Providence Health Care Society on behalf of Foundry Central Office**

FCO represents and warrants as follows and acknowledges and confirms that Lead Agency is relying upon the representations and warranties in entering into this Agreement:

- (a) Providence Health Care Society is a corporation incorporated and existing under the laws of British Columbia and has the corporate power and authority to own and operate its property and assets and enter into and perform its obligations under this Agreement;

- (b) The execution, delivery and performance by FCO of this Agreement have been duly authorized by FCO, and do not violate or conflict with, any of its constating documents, by-laws or resolutions of its directors or members;
- (c) The execution, delivery and performance by FCO of this Agreement do not (or would not with the giving of notice, the passage of time or the happening of any other event) result in a violation of, or conflict with, any law applicable to FCO or any judgement or order of any court, tribunal or government body or other authority;
- (d) This Agreement has been (or will be) duly executed and delivered by FCO and constitute (or will constitute) legal, valid and binding obligations of FCO enforceable against it in accordance with the terms hereof.

## **Article 5. STARTUP RESPONSIBILITIES OF LEAD AGENCY**

### **5.1 Pre-Launch Period**

During the Pre-Launch Period, Lead Agency, with support from FCO, will, in accordance with the timelines and standards set out in Foundry Policies:

- (a) Hire or appoint a Project Lead to oversee the Project from start-up to opening of the Centre;
- (b) Create and deliver to FCO for agreement a finalized charter document for the Project, which may be modified from time to time. Materially significant changes will be re-submitted for agreement;
- (c) Create and deliver to FCO, for agreement, a Centre Services and Supports Environmental Scan Report;
- (d) Create and deliver to FCO, for agreement a comprehensive description of the services planned for the Centre (e.g. "Program Description" or "**Clinical Services Plan**"), which may be modified as indicated by operational and community considerations, and when changes are made will be resubmitted for agreement;
- (e) Create and deliver to FCO, for agreement a plan to describe the functional, space and design requirements to support the clinical services plan and schematic design development (e.g. "**Functional Program Plan**"), which may be modified from time to time and if modified, shall be resubmitted for agreement; and
- (f) Create and deliver to FCO, for agreement a plan for operation of the Centre, the Foundry Services and Facility (e.g. "**Operations Plan**"), which may be modified from time to time and if modified, shall be resubmitted for agreement.

### **5.2 Centre Launch Date**

Lead Agency will work in good faith, collaborating with FCO, to determine a Centre Launch Date for agreement and will work diligently to have the Centre fully operational by the Centre Launch Date.

(A) FCO communications staff lead the official opening event for the Centre in collaboration with Ministry of Mental Health & Addictions (MMHA) and Lead Agency.

### 5.3 Leadership and Governance

Lead Agency, with support and consultation from FCO, will, in accordance with the timelines and standards set out in Foundry Policies:

- (a) Create and lead a Funders' Table, Leadership Advisory Table, Youth Advisory Committee, and Family Advisory Committee;
- (b) Create and lead Community-Specific Working Groups; and
- (c) Develop and share with FCO terms of reference for Local Leadership Tables and Community-Specific Working Groups.

### 5.4 Partnership and Community Development

Lead Agency, with support from FCO, will:

- (a) Establish clear communication pathways to support the Local Advisory Tables' and Community-Specific Working Groups' interface with community stakeholders and schedule meetings to enable communication between such groups and community stakeholders; and
- (b) Complete assessment of level of integration and partnerships, with tools provided (Foundry Integration Measurement survey) and activities (integration dialogues) to measure, inform and evaluate integration at the Centre.

### 5.5 Youth and Family and Engagement and Community Engagement

Lead Agency, with support from FCO, will, in accordance with the timelines and standard set out in Foundry Policies:

- (a) Create and submit to FCO for agreement an initial plan for engagement of youth and families ("Youth/Family Engagement Plan") which may be modified from time to time by Lead Agency and re-shared with FCO;
- (b) Identify staff who are responsible for coordinating local engagement initiatives, acting as an ally for young people and caregivers, and ensure these staff are provided with adequate time, support and resources to conduct meaningful and reciprocal engagement, support the centre's YAC and FAC, and participate in Foundry's Engagement Community of Practice;
- (c) Ensure there are structures for effective communication and feedback loops between Youth and family advisories and centre management to help inform and advise on centre operations, activities and service design/improvement;
- (d) Identify two (2) young people from the YAC and two (2) family members from the FAC to act as YAC/FAC representatives at the Leadership Advisory Table;
- (e) Create and share with FCO terms of reference for the Youth Advisory Committee and Family Advisory Committee;
- (f) Lead Agency will remunerate Youth Advisory Committee members and Family Advisory Committee members for their time and contributions, including participation in knowledge exchange and training activities, in accordance with Foundry Policies.

## **Article 6. CAPITAL PROJECT RESPONSIBILITIES OF LEAD AGENCY**

### **6.1 Initial Establishment of Foundry Centre**

During the Pre-Launch Period, Lead Agency will establish the Centre in a Facility in accordance with the Capital Projects Guides, and the requirements set out in Schedule B (if any), within 24 months of the Effective Date, or such extended time frame as FCO may approve in writing.

In the case that Lead Agency renovates or relocates the Centre during the Operating Period, they will do so in accordance with the Capital Project Guides, and the requirements set out in Schedule B (if any).

### **6.2 Capital Project Engagement**

Lead Agency will co-design the Centre with YYA and families in the Community and outlying communities. Capital Project Engagement with young people and families/caregivers spans the entire life cycle of the development of a Foundry centre.

Lead Agency will meaningfully engage Local Partner Agencies in the design of the Centre. Lead Agency will create and implement an engagement plan with respect to design of the Centre, will document the findings of such engagement in a report, and will provide such plans to FCO for agreement. The plan may be modified from time to time, and re-submitted for agreement.

### **6.3 Site Selection**

Lead Agency will ensure that the Capital Project meets the standards detailed in the Foundry Policies.

The proposed location or relocation of the Facility must be submitted to FCO for final agreement before Lead Agency completes a lease agreement or purchase.

### **6.4 Capital Project Deliverables**

For the construction or renovation of the Facility (the “**Capital Project**”), the Lead Agency, with support from FCO, will provide the documents and/or submit for agreement the documents set out in the Capital Projects Guide, including but not limited to a budget for the Capital Project (“**Capital Project Budget**”) which may be modified from time to time, and resubmitted to FCO for agreement (collectively, the “**Capital Project Deliverables**”) in accordance with the timelines and requirements set out in the Capital Projects Guide.

### **6.5 Capital Project Meetings**

Lead Agency will schedule and participate in planning, update and implementation meetings, at least bi-weekly, between FCO and Project Lead (and other partners as deemed appropriate by Lead Agency or FCO), until the Capital Project is complete.

### **6.6 Capital Project Expenses**

Lead Agency will supply and pay for all labour, materials, and agreements necessary or advisable for the Capital Project or to meet the Capital Project Deliverables. Lead Agency will pay all costs associated with

Lead Agency Personnel, including, but not limited to salaries and wages, workers' compensation premiums, benefits, UIC, CPP and all applicable taxes, fees, fines and levies.

## **6.7 Records for Capital Project**

Lead Agency will maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content reasonably satisfactory to FCO.

Lead Agency will fully inform FCO of all work done in connection with the Capital Project and the Capital Project Deliverables.

Lead Agency will permit FCO to inspect and copy all material that has been produced or received by Lead Agency, or any subcontractor Lead Agency retains hereunder, as a result of this Agreement (collectively the "**Capital Project Materials**"), including, without limitation, accounting records, findings, software, data, specifications, schematic drawings and renderings, reports, and documents, whether complete or not.

## **Article 7. OPERATION RESPONSIBILITIES OF LEAD AGENCY**

### **7.1 Operations Budget**

Lead Agency acknowledges that, where not indicated otherwise, the funds paid by PHC to the Lead Agency under this Agreement are public monies allocated by the Province of British Columbia through the Ministry of Mental Health and Addictions or Ministry of Health or other such government funding body to FCO for the purpose of delivering the Services. Accordingly, Lead Agency will use or apply the funds in a manner that is consistent with what would be considered fiscally responsible, publicly justifiable, prudent and appropriate for a publicly-funded organization, all as may be determined by FCO acting reasonably.

Lead Agency, with the support of FCO, will by March 1st of each year create, using a template provided by FCO, and deliver to FCO, for agreement, a budget that shows the Lead Agency's proposed use of Operational Funding for the Centre for the following fiscal year (April 1 to March 31), and lists contributions and their estimated values from both the Lead Agency and local partners ("**Operations Budget**"), which may be modified by Lead Agency from time to time, provided that if any one or more modifications result in an increase or decrease of 20% or more within or between expense types of the total budget, such modified budget shall be resubmitted to FCO for review and agreement.

### **7.2 Reports of Foundry Services, Space and Expenses**

Lead Agency will provide FCO with semi-annual reports of Foundry Services, operations and status of the Project in accordance with templates provided by FCO.

Lead Agency will by November 15th of each year create, using a template provided by FCO, and deliver to FCO, a mid-year expense report that shows the Lead Agency's year-to-date use of Operational Funding and projections to March 31 of the following year.

Lead Agency will by May 31st of each year create, using a template provided by FCO, and deliver to FCO, a fiscal year end expense report that shows the Lead Agency's use of Operational Funding for the previous fiscal year.

Lead Agency will notify FCO by email at least two (2) years in advance of anticipated termination or renewal dates of leased space for the Centre. The Lead Agency will include FCO in discussion and finalization of plans to remain in or change the location of the Centre.

### **7.3 Core Service Streams**

The Lead Agency will develop and augment the following core service streams to YYA, family and caregivers, as applicable, at the Centre, in accordance with plans developed by Lead Agency pursuant to this Agreement:

- (a) Primary health care services, including physical and sexual health, gender affirming care, mental health and substance use/addiction medicine both on a walk-in and appointment basis or in a group setting ("**Primary Health Care Services**");
- (b) Peer support services, and offered by trained YYA and Family/Caregivers ("**Peer Support**") delivered either on a walk-in or appointment basis, or in a group setting;
- (c) Social services, which support the social determinants of health, as available in community including vocational/employment assistance and counselling (such as Foundry Work and Education Program), housing supports, income assistance, food security, cultural, and wellness/leisure services ("**Social Services**");
- (d) Mental health and substance use services, including walk-in counselling for YYA and families, appointment-based individual or group therapy, land-based practices and inclusion of Indigenous local practices that support health and wellness, family counselling, virtual care and psychiatric care within the Integrated Stepped Care Model; (collectively, the "**Core Service Streams**")

### **7.4 Minimum Standards for Integrated Service Delivery**

By mutual agreement, the Lead Agency will follow Foundry Policies with respect to minimum standards for Foundry Services, which may be subject to modification by separate agreement between FCO and Lead Agency to meet Community-specific needs and reflect specific restraints and assets.

### **7.5 Additional Services**

The Lead Agency will provide at the Centre the Additional Services set out in Schedule A to this Agreement, if any. Schedule A – Additional Services

### **7.6 Process for adding Additional Services**

The intention of this process is to ensure that Lead Agencies (and partners) continue to provide services which align with the government defined purpose of Foundry i.e., delivery of health and social services to young people aged 12-24. FCO respects the autonomy of communities to self-determine the breadth of health and social services delivered with the intent of benefiting young people and their families, provided that all Services provided at the Centre, including Additional Services, are aligned with the vision, mission

and principles of the Foundry Network. Additional Services may be determined in accordance with the following process:

- (a) The Lead Agency in collaboration with Leadership Advisory Tables will determine Additional Services to be provided at the Centre; and
- (b) Lead Agency will inform FCO with details of proposed additional Services. Proposed additional services utilizing or reallocating funding received by the Lead Agency from FCO will require review by FCO and agreement between the Parties prior to implementation of Additional Activities.
- (c) Where FCO reasonably determines that proposed additional services are not aligned with the vision, mission and principles of the Foundry Network, it will engage with the Lead Agency to discuss further and strive to reach agreement, but where agreement cannot be reached FCO reserves the right to determine that non-aligned proposed additional services cannot be provided at the Centre, regardless of source of funding for such services.
- (d) Following agreement, FCO will revise Schedule A to provide the Additional Services accordingly.

#### **7.7 Review and update plans**

Lead Agency, with support from FCO, will, in accordance with Foundry Policies and other requirements for services offered by the Lead Agency:

- (a) Review and update the terms of reference for the Funders' Table and/or Leadership Advisory Table or equivalent annually; and
- (b) Review and update the terms of reference for the Youth Advisory Committee and Family Advisory Committee annually.

#### **7.8 Meetings Requirements**

The Leadership Advisory Table will meet at least quarterly to achieve the Centre's objective of intentional community partnership and setting local priorities, among others.

The Funders' Table will meet at least quarterly in the term prior to the Centre Launch Date to achieve the Centre's objectives and monitor its implementation, addressing barriers which may arise. The Funders' Table will meet at least annually after the Centre Launch Date. The Leadership Advisory Table and Funders' Table may be combined.

The Youth and Family Advisory Committees will meet at least monthly or as agreed on to achieve the Centre's principle and objective of meaningful youth and family engagement.

#### **7.9 Referrals to Foundrybc.ca and Foundry Virtual BC**

Lead Agency will refer YYA and their families/caregivers to tools, information or services, provided by FCO through the Foundrybc.ca, as necessary. Lead Agency will develop referral pathway with Foundry Virtual BC, as necessary.

## **Article 8. COMMUNICATIONS & BRANDING**

### **8.1 Communications**

Lead Agency, with the support of FCO, will:

- (a) Work collaboratively with FCO to implement provincial communications campaigns and messaging for the purpose of facilitating access to and awareness of Foundry Services, which will be modified as needs arise;
- (b) Provide FCO Communications team an opportunity to review any public facing promotional materials, including media releases, to ensure accuracy of provincial information, to ensure alignment with brand guidelines and organizational key messages, and to support provincial coordination, including with relevant ministries;
- (c) Immediately alert FCO to any issues management scenarios that arise, where the scenario may impact the Foundry brand and reputation of the Foundry Network;
- (d) Not purport to communicate on behalf of FCO or the Foundry Network without the express consent of FCO;
- (e) Ensure Foundry branding, including in digital communications and within centres, is consistent with Foundry's brand guidelines and logo usage.

## **Article 9. KNOWLEDGE EXCHANGE, EDUCATION, TRAINING, AND CONTINUING COMPETENCIES**

### **9.1 Knowledge exchange and training**

Lead Agency, with the support of FCO, will:

- (a) Attend and participate on an ongoing basis in knowledge exchange with other Foundry Centres and FCO;
- (b) Make available a space at the Facility and time for all clinical and service management staff operating within the Centre to participate in clinical and operational training (in-person or virtual) provided by FCO.
- (c) Make available a space in the Facility and time for YYA and Family/Caregivers to be trained to provide Peer Support (in-person or virtual);
- (d) Make available a space in the Facility and time for clinical and service management staff operating within the Centre, to be trained, by FCO or its contracted agents, as necessary (in-person or virtual); and
- (e) Make paid time available for staff to participate in continuing role-specific training and activities implemented by FCO.

## **Article 10. FUNDRAISING AND PHILANTHROPY**

### **10.1 Fundraising and philanthropy**

Lead Agency, with the support of FCO, will:



- (a) Provide FCO an opportunity to review any fundraising materials, to ensure alignment with brand guidelines;
- (b) Lead and execute any fundraising required for the centre;
- (c) Participate in FCO provincially coordinated fundraising activities, where applicable.

## **Article 11. EVALUATION, QUALITY IMPROVEMENT, AND RESEARCH**

### **11.1 Evaluation and Quality Improvement**

Lead Agency will, in collaboration with FCO, implement and actively participate in the evaluation of Foundry Services as outlined in FCO's Performance Measurement Plan and project-based evaluation plans being managed by FCO.

Lead Agency, in collaboration with FCO, will support the identification and implementation of quality improvement initiatives based on the results of evaluation activities conducted by FCO.

Lead Agency may participate in Provincial Working Groups and meetings focussed on evaluation and quality improvement as requested by FCO.

### **11.2 Research and Implementation**

Lead Agency, with the support of FCO, will:

- (a) Inform FCO of research initiatives involving the Centre, its clients or staff, and ensure that any research adheres to the highest standards and guidelines including the completion of ethics whenever required;
- (b) Collaborate with FCO on mutually developed or agreed upon research projects; and
- (c) Ensure research products (articles, posters, presentations) pertaining to the Centre, its clients or staff, incorporate brand guidelines, recognized authors by their FCO affiliation and are shared with FCO.

## **Article 12. MISCELLANEOUS RESPONSIBILITIES OF LEAD AGENCY**

### **12.1 Adherence to Foundry Policies**

Foundry Policies have been developed in consultation with members of the Foundry network including Lead Agencies. Foundry Policies exist for the purpose of maintaining a safe environment for YYA, their families and communities, consistency of service provision, service quality and provide guidance for decision-making and streamlining internal processes. As part of our partnership, it is necessary that the Lead Agency implement all Foundry Policies and operate the Centre and provide the Foundry Services in a manner that aligns with the vision, mission and principles of the Foundry Network.

### **12.2 Adherence to Practice and Operational Standards**

As above, it is necessary that the Lead Agency will implement all Foundry Policies and standards as may be provided to Lead Agency by FCO from time to time. If the Lead Agency has existing standards that may prevent the implementation of Foundry Policies, FCO and Lead Agency **commit to a dialogue to determine**

a mutually acceptable delivery of service to achieve the minimum requirements of the Foundry Service Model. Specifically:

- (a) Lead Agency may participate in the Provincial Working Group responsible for the generation of guidelines and standards for the Foundry Network;
- (b) Lead Agency will adhere to and uphold the standards for walk-in counselling, rooted in training provided by FCO;
- (c) Lead Agency will adhere and uphold the standards for Peer Support, which allow for local adaptation, rooted in training provided by FCO; and
- (d) Lead Agency will adhere to and uphold agreed upon future standards that will be developed by FCO as the service model evolves.

### 12.3 Agreement between FCO and Lead Agency

Lead Agency and FCO acknowledge and agree that where any documentation is required to be submitted to FCO for review and agreement between the Parties, Lead Agency and FCO will engage in a collaborative process with the Lead Agency (and, if appropriate as FCO determines, with other stakeholders) to complete said review, revision, adjustment and agreement.

### 12.4 Records and Financial Statements

Lead Agency shall keep proper books of accounts, records, invoices and receipts of all payments and expenditures relating to the provision of Services under this Agreement and will provide to FCO accurate and correct financial reports in accordance with Schedule ## and in such format as may be required by FCO. Unless otherwise specified in this Agreement, Lead Agency shall retain all such books of accounts, records, invoices and receipts and Financial Reports for a period of not less than seven years after this Agreement ends.

If FCO pays to Lead Agency an amount that is \$1,000,000 or more in total annual payments on account of the Funds, Lead Agency will prepare and submit an annual audited financial statement prepared in accordance with Canadian accounting standards for not for profit organizations or for private enterprises, as applicable, within 120 calendar days following the end of the Lead Agency's fiscal year. The annual audited financial statement will include at a minimum, the Auditor's Report, Statement of Financial Position, Statement of Operations, Statement of Changes in Net Assets Statement of Cash Flows, and Notes to the Financial Statements.

If FCO pays to Lead Agency an amount that is less than \$1,000,000 in total annual payments on account of the Funds, the Service Provider will provide an annual financial statement prepared in accordance with Canadian accounting standards for not for profit organizations or for private enterprises, as applicable, as set out above, excluding the Auditor's Report.

FCO may from time to time, for the purpose of ensuring compliance with this Agreement and upon reasonable advance notice to Lead Agency, arrange for the review or examination of Lead Agency's books of accounts, records, invoices and receipts and Financial Reports that documents the use of Operational and Capital Funding provided by FCO to Lead Agency.

Such review or examination will be carried out by a representative of FCO or a duly authorized independent Chartered Accountant or Chartered Professional Accountant. Lead Agency shall fully cooperate, permit and provide reasonable assistance to facilitate any review or examination.

## **12.5 Insurance**

The Lead Agency will procure and maintain during the term of this Agreement comprehensive general liability insurance with insured risks including personal injury, death and property damage (including loss of use thereof). The general liability insurance policy will provide the minimum coverage of \$5,000,000 inclusive limits for bodily injury or property damage or both combined each occurrence. Lead Agency will provide FCO with evidence of such insurance upon request. The certificate of insurance shall name FCO as an additional insured.

## **12.6 Adherence to Applicable Laws and Regulatory Standards**

The Lead Agency and its Personnel will ensure that Project tasks and Foundry Services are in compliance with all Applicable Laws.

Lead Agency will ensure that the Project and Foundry Services are offered in compliance with all established professional and regulatory, ethical and medical standards.

## **Article 13. RESPONSIBILITIES OF FOUNDRY CENTRAL OFFICE**

### **13.1 Funding Support**

Subject to the terms of this Agreement, FCO will provide Lead Agency with Operational Funding, in accordance with the terms of this Agreement and as set out in Schedule C – Funding Details and Disbursement.

Capital Funding will be administered by FCO, or by St. Paul's Foundation through separate agreement between St. Paul's Foundation and Lead Agency.

### **13.2 Accreditation Support**

Subject to the terms of this Agreement, the Lead Agency will consult with FCO on the application of accreditation standards to Foundry Services where applicable.

### **13.3 Operational Support**

FCO will provide Lead Agency with reasonable support, tools and resources in the following areas of operation of the Centre:

- (a) Leadership and governance;
- (b) Partnerships and community development;
- (c) Youth and family engagement;
- (d) Services and operations;
- (e) Cultural agility, safety & humility, and equity development;
- (f) Project management;
- (g) Communications and branding;

- (h) Capital Project planning for initial projects and/or related to renovations or moving location;
- (i) Fundraising and philanthropy;
- (j) Operations budget;
- (k) Knowledge exchange and training;
- (l) Evaluation, data collection and quality improvement;
- (m) Research and innovation.

FCO will provide or support development of documents and plans required of Lead Agency pursuant to this Agreement.

#### **13.4 Training**

FCO will provide Lead Agency and Lead Agency's Personnel with training and/or guidance in offering the Foundry Services required by FCO and in implementing and utilizing any data collection systems required by FCO.

#### **13.5 Integration with Foundry Network**

FCO will provide agreed upon or requested supports to Lead Agency in its integration with the Foundry Network, in the Project and its delivery of the Foundry Services, such as:

- (a) an implementation team including an implementation manager to support training and quality assurance;
- (b) Training, implementation, access, and technical support for the Platform[s];
- (c) a website landing page on Foundrybc.ca;
- (d) communications tools and templates, such as for brochures and posters, that incorporate the Foundry Trademarks;
- (e) access to clinical and project resources, research outcomes and opportunities, knowledge exchange, communities of practice and organizational support.

### **Article 14. OPERATIONAL FUNDING FOR THE CENTRE**

#### **14.1 Profile Form**

Lead Agency will complete and submit to FCO's finance department a "Contractor Profile Form" prior to the receipt of any funding pursuant to this Agreement.

#### **14.2 Operational Funding Payment Process**

Lead Agency will pay all expenses and disbursements agreed to by the Lead Agency associated with the operation of the Centre, including provision of the Foundry Services.

FCO will pay Lead Agency the amount in the approved Operations Budget, subject to the maximum amount set out in Schedule C – Funding Details and Disbursement. FCO will pay Lead Agency by electronic

fund transfer on a quarterly basis. Lead Agency will submit to FCO quarterly invoices for the Project, by no later than the 30th day of the first month of each calendar quarter, for expenses and disbursements to be incurred within that quarter as part of the Project.

If applicable, Lead Agency must apply for and, immediately on receipt, remit to FCO any refund or remission of federal or provincial tax or duty available with respect to any items used in connection with the Project.

### **14.3 FCO's obligation to pay subject to the Financial Administration Act**

FCO's obligation to pay Lead Agency is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

## **Article 15. GRANT FUNDING**

### **15.1 Grant Funding**

From time to time, FCO may secure additional grant funding for the Centre as opportunities arise from external parties. Should this occur, FCO will request and approve a budget from Lead Agency and will explain in detail any financial and reporting requirements attached to the funding.

## **Article 16. EFFECTIVE DATE, TERM AND EXTENSION**

### **16.1 Initial Term of Agreement**

This Agreement will take effect on the Effective Date and will continue for an initial term of three (3) years (the "Initial Term"), subject to earlier withdrawal or termination in accordance with Article 17. For clarity, the Initial Term will commence on the Effective Date and expire at 11:59:59 p.m. (PST) of the day immediately preceding the third anniversary of the Effective Date.

### **16.2 Initial Term Pre-launch and Operating Periods**

The Initial Term consists of a Pre-Launch Period (as defined below) and Operating Period. During the Pre-Launch Period, with reasonable support from FCO in accordance with this Agreement, Lead Agency will carry out:

- (a) planning of the initial Capital Project;
- (b) selection and the construction/renovation of the Facility; and
- (c) all necessary preparation for opening the Centre.

The "Pre-Launch Period" means the period that commences on the Effective Date and continues until Centre Launch Date.

The "Operating Period" commences on Centre Launch Date and continues for the remainder of the Initial Term, as well as any Renewal Terms determined in accordance with Section 16.3.

### **16.3 Renewal Terms**

This Agreement will automatically renew for additional three (3) year periods (each, a “Renewal Term”) following the end of the Initial Term and each Renewal Term unless, this Agreement is otherwise ended or terminated in accordance with Article 17.

## **Article 17. WITHDRAWAL AND TERMINATION**

### **17.1 Termination by FCO**

During the Pre-Launch Period, FCO may, at its sole discretion, terminate this Agreement effective on three (3) months’ written notice to Lead Agency.

### **17.2 Termination by Lead Agency during Pre-Launch Period**

During the Pre-Launch Launch Period, Lead Agency may terminate this Agreement effective on three (3) months’ written notice to FCO.

### **17.3 Termination by FCO after Centre Launch Date**

After Centre Launch Date, FCO may terminate this Agreement as follows:

- (a) For breach of Lead Agency’s obligations under this Agreement (a “Breach”), where:
  - (i) the Breach has not (and is not likely to) damage or jeopardize the reputation or integrity of FCO or the Foundry Network, as reasonably determined by FCO;
  - (ii) FCO has given written notice of the nature of the Breach to Lead Agency,
  - (iii) FCO has provided a reasonable period and reasonable direction and/or support for Lead Agency to correct the Breach, and
  - (iv) notwithstanding (i) and (ii) above, the Breach has not been corrected to FCO’s satisfaction at the conclusion of the correction period provided, effective on three (3) months’ written notice to Lead Agency;
- (b) For Breach that has damaged or jeopardized, or is likely to damage or jeopardize the reputation or integrity of FCO or the Foundry Network, as determined by FCO, effective on two (2) weeks’ written notice to Lead Agency; and
- (c) For any reason determined sufficient by FCO in its sole discretion, effective on twelve (12) months’ written notice to Lead Agency.

### **17.4 Termination by Lead Agency After Centre Launch Date**

After Centre Launch Date, Lead Agency may terminate this Agreement effective on twelve (12) months’ written notice to FCO, provided that FCO may waive this notice requirement or accept a lesser period of notice by providing confirmation in writing to Lead Agency.

## 17.5 Effect of Notice of Termination

Following a notice of termination, Lead Agency will:

- (a) cooperate with FCO to facilitate the secure transfer and disposition of records and information related to the Project and Foundry Services;
- (b) cooperate with FCO to develop and implement, at FCO's sole discretion, either:
  - (i) a transition plan to allow the continuation of the Centre under the control and supervision of FCO or other third party; or
  - (ii) a wind-up plan for the Centre that minimizes impact on the community;
- (c) continue to fulfill its responsibilities and obligations under this Agreement.

## 17.6 Effect of Termination

Upon termination of this Agreement:

- (a) Lead Agency will cease provision of Foundry Services and assist FCO in transition of any services and the Project as may be reasonably requested;
- (b) the Trademark License is terminated and Lead Agency will immediately cease all use, advertising and display of the Trademarks, and execute and deliver such documents and take such other steps as may be desirable to evidence that any and all rights Lead Agency may have had with respect to the Trademarks have completely ceased;
- (c) Lead Agency will return any and all copies of Licensed Materials and Derivative Works to FCO;
- (d) Lead Agency will not at any time thereafter, directly or indirectly, use the Trademarks or any other mark, trade name, corporate name or product name or any other means of designation or commercial identification which is likely to be confused with the Trademarks, or any right to copy or use the Licensed Materials or Derivative Works, or Work Product to the extent such Work Product relates to the Project;
- (e) cease use and ensure Authorized Users (as defined in the Privacy Schedule) cease use of, of any Platform; and
- (f) each party will promptly return or destroy any Confidential Information provided by the other party, excluding Confidential Information it is required to retain by law and one copy for the period it normally archives backed up computer records, which copies will be subject to the provision of this Agreement until the same are destroyed.

Termination of this Agreement is without prejudice to any rights and/or claims that FCO may have against Lead Agency at the time of termination and thereafter and Lead Agency will not be relieved of its obligations hereunder following termination of this Agreement.

## 17.7 Survival

The following sections will survive the expiration or termination of this Agreement, regardless of the reason for its expiration or termination, in addition to any other provision which by law or by its nature should survive: 17.6 [Effect of Termination], Article 18 [Licensed Materials and Work Product], 19.3

[Liability for Authorized Users], 19.5 [Ownership of Platform], 20.2 [Use of the Licensed Trademark], 20.3 [No right except under license, 20.4 [Validity of licensed right], Article 21 [Confidentiality and Personal Information], Article 22 [Disclaimer, Limitation of Liability and Indemnity], 24.10 [Further Assurances].

## **Article 18. LICENSED MATERIALS AND WORK PRODUCT**

### **18.1 Ownership of and License to Licensed Materials and Derivative Works**

Lead Agency agrees that all right, title and interest in the Licensed Materials including without limitation, any Intellectual Property Rights therein, is owned by FCO or its licensors. Subject to the terms of this Agreement, FCO grants to Lead Agency a limited, non-exclusive, revocable, non-sublicensable, royalty-free, right and license to copy, use and modify the Licensed Materials in whole or in part, all solely in connection with the Project and Foundry Services. Lead Agency agrees that all right, title and interest in any modifications, corrections, enhancements, derivatives or extensions of or relating to the Licensed Materials (“**Derivative Works**”), including without limitation, any Intellectual Property Rights therein, is owned by FCO or its licensors. Lead Agency agrees to assign and hereby assigns any and all Intellectual Property Rights it may have in any Licensed Materials and Derivative Works and hereby waives all moral rights pertaining thereto.

### **18.2 Ownership of and License to Work Product**

FCO agrees that all right, title and interest in and to any Work Product including without limitation, any Intellectual Property Rights therein, is owned by Lead Agency. With permission from the Lead Agency, FCO and other Foundry centres may be granted use of a Work Product in the manner agreed upon.

### **18.3 Feedback**

Submission of Feedback to FCO is voluntary. Notwithstanding any other provision of this Agreement, Feedback is subject to the following terms: (a) With permission from the Lead Agency, FCO may use such Feedback and incorporate it in FCO’s products, technologies, and services without any obligations or restrictions; (b) Lead Agency waives all rights it or its representatives have or may have, including all intellectual property rights, in and to Feedback, and hereby assigns to FCO all of Lead Agency’s rights in and to Feedback and will cause its representatives to assign all of such persons’ rights to FCO and to waive all moral or similar rights that its representatives have to FCO. Lead Agency will execute and cause to be executed all documents necessary to assign such rights and is not entitled to any compensation or reimbursement of any kind under any circumstances for any Feedback.

### **18.4 Acknowledgement**

Lead Agency will print a copyright notice or acknowledgement of source on every copy of the Licensed Materials and Derivative Works as directed by FCO. Lead Agency confirms that it has no interest or right in and to the Licensed Materials and Derivative Works, except the limited licensed granted herein.



## **Article 19. ACCESS TO AND USE OF THE PLATFORM(S)**

### **19.1 License to the Platform**

To assist in the provision of Foundry Services, FCO hereby grants to Lead Agency and Authorized Users (as defined in the Privacy Schedule) a limited, non-exclusive, personal, non-transferable, and revocable right to use and access and use the Platform subject to and in accordance with the Platform Terms of Use.

### **19.2 Use of the Platform by Lead Agency**

Lead Agency shall be (a) responsible for procuring, installing, operating, and maintaining Lead Agency's systems, including high-speed Internet connection, computer hardware and software, necessary for Lead Agency and Authorized Users to access the Platform; (b) with the support of FCO, implement and integrate the Platform to support evaluation, performance measurement and clinical care; and (c) where possible and feasible, integrate the use of Platform into centre-based information collection systems such as electronic medical records systems.

### **19.3 Liability for Authorized Users**

Lead Agency agrees and acknowledges that Authorized Users shall only be granted access to the Platform in accordance with the Privacy Schedule and that Lead Agency shall remain responsible for, and liable to FCO and its licensors in respect of, the compliance with the terms of this Agreement and the Platform Terms of Use by Authorized Users.

### **19.4 No use of Platform for improper purpose**

Lead Agency and its Authorized Users will not use the Platform for improper or unlawful purposes.

### **19.5 Ownership of Platform**

Lead Agency acknowledges and agrees that, as between FCO and Lead Agency, FCO or its third party contractors own all worldwide right, title and interest, including all intellectual property rights, in and to: (i) the Platform; and (ii) all modifications, enhancements, upgrades, updates or customization to the Platform.

## **Article 20. TRADEMARK LICENSE**

### **20.1 Grant of License**

FCO hereby grants to Lead Agency a non-exclusive, non-assignable, royalty-free, limited license under all rights of FCO in and to the Foundry Trademarks to use the Foundry Trademarks in Canada (the "**Territory**") at the Facility in association with the Centre and the Foundry Services and as part of a tradename (the "**Trademark License**"). As used herein the term "non-exclusive" means that FCO may itself use the Foundry Trademarks, and authorize or license any other entity to use the Foundry Trademarks, in association with the Services, or any other services or products, as well as in any corporate or business name, anywhere including in the Territory.

## **20.2 Use of the Licensed Trademarks**

Lead Agency acknowledges and agrees that:

- (a) Lead Agency will permit FCO to exercise control over the character and quality of the Foundry Services provided by Lead Agency in association with the Foundry Trademarks, the advertising of those Foundry Services and the use generally of the Foundry Trademarks by Lead Agency. Without limiting the generality of the foregoing, Lead Agency will provide the Foundry Services and otherwise carry on its business in accordance with specifications and standards of character and quality as are specified in this Agreement and otherwise set out by FCO from time-to-time.
- (b) Lead Agency will comply with the following restrictions and directions with respect to the Foundry Trademarks:
  - (i) comply with any and all marking provisions reasonably designated by FCO in writing from time to time;
  - (ii) not use or advertise the Foundry Trademarks in association with any goods or services other than the Foundry Services or as part of the Project or operation of the Centre without prior authorization of FCO; and
  - (iii) supply to FCO from time to time, upon request of FCO, representative current sample advertising, marketing and display of all use of the Foundry Trademarks by Lead Agency.
- (c) Any and all goodwill associated with the Foundry Trademarks, including any goodwill with respect thereto which might be deemed to have arisen from Lead Agency's activities hereunder, enure directly and exclusively to the benefit of and will belong solely to FCO, irrespective of whether or not such activities are in compliance with the terms of this Agreement.

## **20.3 No right except under license**

This Agreement does not confer any right of ownership to the Foundry Trademarks upon Lead Agency, and Lead Agency confirms that it has no interest or right in and to the Foundry Trademarks except the limited right to use the same as a licensee pursuant to this Agreement. In the event that Lead Agency may have acquired rights in the Foundry Trademarks through use, or otherwise, Lead Agency hereby assigns, and agrees to assign, all its right, title and interest in and to the Foundry Trademarks to FCO.

## **20.4 Validity of licensed rights**

Lead Agency will not, either directly or indirectly, in any proceedings brought against it by FCO either to enforce the provisions of this Agreement or in any independent action, contest or question the validity of any right of FCO to use or license the Foundry Trademarks. Lead Agency will not, either directly or indirectly, contest or otherwise impair FCO's ability to register the Foundry Trademarks and maintain such registrations.

## **Article 21. CONFIDENTIALITY AND PERSONAL INFORMATION**

### **21.1 Personal Information**

In addition to the other obligations set out in this Agreement, Lead Agency shall:

- (a) handle personal information in connection with the Foundry Services in accordance with the terms set out in the Privacy Schedule, which may be amended from time to time by FCO in its sole discretion. Following amendment of the Privacy Schedule for any reason, FCO shall provide Lead Agency with notice of such amendments.
- (b) maintain and adhere to a privacy policy in accordance with applicable laws regarding the collection, use, disclosure and security of personal information. Lead Agency shall provide a copy of or revise such privacy policy as requested by FCO.

### **21.2 Confidential Information**

The “**Confidential Information**” of a Disclosing Party means any and all information of a Disclosing Party which is identified as being confidential or is readily recognisable or would otherwise be understood by a reasonable person as being confidential. “Confidential Information” does not include information which:

- (a) is in the public domain, except as a result of a breach of this Agreement;
- (b) is provided to a Receiving Party by another person who is not a Disclosing Party and is not bound by obligations of confidentiality;
- (c) is independently created, developed or acquired by or for a Receiving Party through persons to whom the Confidential Information of the Disclosing Party had not been disclosed; or
- (d) was lawfully in the possession of a Receiving Party before its receipt of such Confidential Information under this Agreement.

For clarity, personal information relating to a party’s Personnel or clients is deemed to be its Confidential Information. If there is any discrepancy between this agreement and privacy schedule (schedule D), then the privacy schedule will take precedence.

### **21.3 Primary Obligations**

Each Receiving Party will:

- (a) Protect Confidential Information using the same degree of care as it uses to protect its own confidential information, but in no case with less than reasonable care; and
- (b) Not disclose or use Confidential Information except as required for the performance of its obligations in this Agreement or otherwise permitted by this Agreement.

### **21.4 Notification of Unauthorized Disclosure**

A Receiving Party will promptly provide formal written notice to a Disclosing Party in the event that such Receiving Party becomes aware of any loss, destruction, unauthorized or unlawful access or modification to or use of, or unauthorized or unlawful disclosure of any of Confidential Information of such Disclosing Party in the possession or control of that Receiving Party.

## **21.5 Return of Confidential Information**

Each Receiving Party will, at any time upon written request of the Disclosing Party, promptly return or destroy the Confidential Information, excluding Confidential Information it is required to retain by law and one copy for the period it normally archives backed up computer records, which copies will be subject to the provision of this Agreement until the same are destroyed.

## **Article 22. DISCLAIMER, LIMITATION OF LIABILITY AND INDEMNITY**

### **22.1 Disclaimer**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE FOUNDRY POLICIES, LICENSED MATERIALS, LICENSED TRADEMARKS AND ANY PLATFORMS ARE PROVIDED "AS IS," AND FCO EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FCO DOES NOT WARRANT THE PERFORMANCE OF ANY PROJECT, FOUNDRY POLICIES, LICENSED MATERIALS, LICENSED TRADEMARKS, ANY PLATFORMS, INCLUDING THEIR EFFECTIVENESS OR COMMERCIAL VIABILITY.

### **22.2 Limitation of Liability**

In no event will FCO, its affiliates or their respective its directors, officers, agents, licensors, employees (collectively, "**FCO's Representatives**") who are acting in good faith be liable to Lead Agency or any third party for any damages, claims, expenses or other costs (including without limitation legal fees) arising out of or in connection with this Agreement. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation), compensatory, direct, indirect, exemplary, punitive and consequential damages; loss of income, revenue or profit; death or other personal injury; loss or damage to property or data; claims of third parties; and all other commercial or economic losses, whether based in contract, tort (including negligence) or any other theory of liability arising out of or in connection with this Agreement. The foregoing limitation will apply even if FCO or FCO's Representatives have been advised or should have known of the possibility of such loss, damage or injury. Lead Agency acknowledges and agrees that its sole and exclusive remedy is to terminate this Agreement and discontinue the provision of Foundry Services.

### **22.3 Indemnity**

Each of the FCO and the Lead Agency (the "indemnifying party") will indemnify, hold harmless and defend the other Party and its Representatives (the "indemnitees") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, fees and the costs of enforcing any right to indemnification under this Agreement, relating to, arising out of or resulting from any claim of a third party arising out of or occurring in connection the indemnifying party's own negligence, misconduct, breach of applicable laws, breach of its obligations, representations and warranties in this Agreement.

## **Article 23. DISPUTE RESOLUTION**

### **23.1 Negotiation**

The parties will use their commercially reasonable best efforts to resolve all disputes between the parties relating to the provisions of this Agreement and the interpretation thereof. Any party may give notice to the other parties (the “**Negotiation Notice**”) of an issue that is to be resolved by direct negotiation, and upon receipt of the Negotiation Notice, each party will hold good faith and direct discussions for a thirty (30) day period or for or any longer period agreed by the parties, which will include a meeting with executive directors and operations leaders of FCO and Lead Agency and, if no resolution is reached, a meeting with the director of FCO with Lead Agency’s board.

### **23.2 Mediation**

If the disagreement cannot be resolved within thirty (30) days of the date of the Negotiation Notice, any party may give notice to the other parties to attempt to resolve the dispute through mediation (the “**Mediation Notice**”). The parties will agree on a Mediator within 14 days of the date of the Mediation Notice. If the parties are unable to agree on a Mediator within 14 days of the date of the Mediation Notice, appointment of the Mediator will be referred to (i) Mediate BC; or (ii) if Mediate BC is no longer in existence, another roster organization in accordance with Section 7 of the Notice to Mediate (General) Regulation or its successor; and the Mediator will be appointed in accordance with Sections 8 through 11 of the Notice to Mediate (General) Regulation, or its successor. The cost of mediation and arbitration will be shared equally between the parties. Costs will not include costs incurred by a party for representation by counsel.

## **Article 24. GENERAL**

### **24.1 Remedies**

The parties agree that violation of Article 18 [Licensed Materials and Work Product], Article 19 [Access to and Use of Platform], Article 20 [Trademark License] or Article 21 [Confidentiality and Personal Information] of this Agreement, will entitle the non-breaching party to seek immediate injunctive relief prohibiting further actions inconsistent with such Articles, in addition to any damages to which the non-breaching party may be entitled.

### **24.2 Notices**

Any notice or other communication required to be given pursuant to the terms of this Agreement will be in writing and will be delivered in writing and either by personal delivery or by registered or certified mail at the following addresses:

To FCO: PROVIDENCE HEALTH CARE SOCIETY, carrying on activities under the name FOUNDRY CENTRAL OFFICE,  
915-1045 Howe Street  
Vancouver, BC, V6Z 2A9

Attention:  
Telephone:

Email:

To Lead Agency: [Insert full corporate name of Lead Agency]  
[Insert Address of Lead Agency]

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

All notices will be effective upon receipt if delivered personally and seven (7) days after mailing if sent by registered mail. Notices may also be given by electronic mail. Any such electronic notice is presumed received by the addressee when it enters an information system designated or used by the addressee for the purpose of receiving notices of the type sent and it is capable of being retrieved and processed by the addressee.

### **24.3 No Legal Partnership**

The parties expressly disclaim any intent to create a legal partnership with respect to the Centre, and disclaim any intent to create a partnership with respect to the exercise of their rights hereunder, the administration of the Initiative, or with respect to any other matter relating to this Agreement. None of the parties will have any authority, actual or implied, to act for the other as agent or otherwise or to bind the other or to create any fiduciary relationship between them.

### **24.4 Force Majeure**

If the performance of this Agreement, or any obligation hereunder is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion or other casualty or accident or act of God, strikes or labour disputes, war or other violence or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected will take all reasonable steps to avoid or remove such cause of non-performance and will promptly resume performance hereunder whenever such causes are removed.

### **24.5 Severability**

To the extent that any provision, portion or extent of this Agreement is deemed to be invalid, illegal or unenforceable, such provision, portion or extent will be severed and deleted herefrom or limited so as to give effect to the intent of the parties insofar as possible and the parties will use their best efforts to substitute a new provision of like intent and effect for the illegal, invalid or unenforceable provisions and each remaining provision so remaining will be enforced.

### **24.6 Assignment**

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written agreement of the other party.

**24.7 Waiver**

No modification, addition to or waiver of any rights, obligations or defaults will be effective unless in writing and signed by the party against whom the same is sought to be enforced. One or more waivers of any right, obligation or default will not be construed as a waiver of any subsequent right, obligation or default. No delay or failure of either party in exercising any right hereunder and no partial or single exercise thereof will be deemed of itself to constitute a waiver of such right or any other rights here under.

**24.8 Governing Law**

This Agreement will be governed by and construed in accordance with the laws in force in British Columbia and the laws of Canada applicable therein.

**24.9 Counterparts**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via fax, electronic mail (including pdf) or other transmission method and any counterparts so delivered are deemed to have been duly and validly delivered and are valid and effective for all purposes.

**24.10 Further Assurances**

The Parties will from time to time execute and deliver all such further documents and instruments and do all acts and things reasonably necessary to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

**24.11 Entire Agreement**

This Agreement and any schedules hereto constitute the entire agreement between the parties with respect to the subject matter thereof and supersede all prior negotiations and representations, whether written or oral.

**24.12 Amendments**

No amendment, modification, waiver or discharge of this Agreement will be binding unless executed in writing by an authorized signatory of the party to be bound thereby. Unless otherwise noted in this Agreement, schedules to this Agreement may be modified by FCO in consultation with Lead Agency.

Signed on behalf of the [Insert Lead Agency] this ___ day of _____, [INSERT YEAR, XXXX].	
_____	_____
Signature(s)	
_____	_____
Name(s) and Position(s) (print)	

Signed on behalf of Providence Healthcare Society/ Foundry Central Office this \_\_\_\_ day of \_\_\_\_\_, [INSERT YEAR, XXXX].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position



Schedule A – **ADDITIONAL SERVICES**

[to be completed by FCO and Lead Agency. Examples: (a) “none at this time”, (b) provide a list of Additional Services or (c) “Additional Services determined in accordance with Section 7.6 of this Agreement”]

**Schedule B – FACILITY SPECIFICATIONS AND DETAILS**

Refer to Foundry Capital Projects Guides, as updated from time to time.

## Schedule C – FUNDING DETAILS AND DISBURSEMENT

### **1 Lead Agency’s GST Number is:**

### **2 Operational Funding:**

- (a) In fiscal year [YEARS e.g., 2022-2023] (April 1, YEAR – March 31, YEAR): \$ is the maximum amount Foundry will pay to Lead Agency. This amount will be confirmed upon agreement of the Operations Budget as set out in Article 14 in the Master Operating Agreement. Payments will be made in quarterly installments with possible holdbacks as noted below.
- (b) In fiscal year [YEARS e.g., 2023-2024]: \$ is the maximum amount Foundry will pay to Lead Agency. This amount will be confirmed upon approval of the Operations Budget as set out in Article 14 in the Master Operating Agreement. Payments will be made in quarterly installments with possible holdbacks as noted below.
- (c) In fiscal year [YEARS e.g., 2024-2025]: \$ will be the maximum amount Foundry will pay to Lead Agency. This amount will be confirmed upon approval of the Operations Budget as set out in Article 14 in the Master Operating Agreement. Payments will be made in quarterly installments with possible holdbacks as noted below.

### **3 Holdbacks:**

Foundry (PHC) may holdback Operational Funding in any given year in order to minimize surplus at fiscal year end and to optimize allocation of funds across the Foundry network. No interest will be paid on any holdbacks made in accordance with this Schedule.

### **4 Capital Funding:**

- (a) [\$AMOUNT] is the maximum amount Foundry will pay to Lead Agency.
- (b) As noted in Article 14 of the Master Operating Agreement, in the event that Capital Project funding is provided by St. Paul’s Foundation to Lead Agency, the payment process to Lead Agency will be governed by a separate agreement between Lead Agency and St. Paul’s Foundation.
- (c) In event that the Master Operating Agreement is extended, the timeline for expenditure of the Capital Funding may also be extended.

### **5 Other Considerations:**

During the Pre-Launch Period, maximum amount of Operational Funding may be adjusted based on the timelines to opening the Centre. Amounts will increase up to the maximum as set out in 2c in the fiscal year coinciding with the Centre Launch Date. In addition, FCO may secure additional funding for operations or capital as opportunities arise from external parties. Should this occur, Schedule C will be revised based on approval of a revised budget from the Lead Agency.

**SCHEDULE D**  
**PRIVACY AND INFORMATION SHARING**

**6 Definitions**

In this Schedule, capitalized terms shall have the meanings set forth below and any capitalized terms used but not defined, shall have the meanings given to such terms in the Master Operating Agreement.

- (a) **“Authorized User(s)”** means the personnel and/or agents of the Foundry Central Office and the Lead Agency who are authorized from time to time in accordance with 0 to this Schedule, have signed a Terms of Use and Confidentiality Undertaking as provided by the Foundry Central Office and have completed any training which may be required by the Foundry Central Office, in its sole discretion;
- (b) **“Data”** means all information which is Processed in respect of the Foundry Services, including without limitation, Personal Information, health survey responses, demographic survey responses, client self-assessments, clinical assessment scores by care providers, experience survey data, and service use data;
- (c) **“FIPPA”** means the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c 165, and any regulations thereto, all as may be amended from time to time;
- (d) **“Personal Information”** means “personal information” as defined in FIPPA, that is collected, accessed, stored, used or disclosed pursuant to the Agreement in respect of the Foundry Services, including without limitation, client names, dates of birth, Personal Health Numbers (PHN);
- (e) **“Processing”** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**7 Platform**

- (a) Foundry Central Office shall provide access to the Platform for use by Lead Agency for Processing of all Data.
- (b) Lead Agency agrees and acknowledges that the Platform is not an electronic medical record and does not form part of the client care related records to be maintained by the Lead Agency. Lead Agency and its Authorized Users shall maintain independent client records and all client care related documentation shall be maintained in accordance with applicable regulatory standards.
- (c) Lead Agency shall use the Platform to collect Data from Foundry Centre clients, including without limitation: client names, date of birth, Personal Health Number (PHN), health survey

responses, demographic survey responses, client-entered assessments, clinical assessment scores by care providers, experience survey data and service use data.

- (d) The Lead Agency's Authorized Users will only have access to Data associated with the Lead Agency's clients. Data of another lead agency or Foundry Centre's clients will not be accessible to Lead Agency unless express consent of such client regarding disclosure of Data to Lead Agency is received.
- (e) Data will be stored on secure servers within Canada arranged for by the Foundry Central Office or its licensors.
- (f) Lead Agency and its Authorized Users use the Data solely for the purposes of providing Foundry Services and evaluating or monitoring the quality of Foundry Services. The Foundry Central Office may use the Data to conduct research approved through appropriate external ethics review and internal Foundry Central Office Data Governance Committee review processes, evaluate population service needs and the efficacy of the Foundry Services, quality improvement and, if required, to provide assistance with troubleshooting or system support.
- (g) Each party will make reasonable efforts to ensure the Data in its custody is accurate, complete, and up to date.
- (h) Except as expressly stated herein, no right, title, or interest in and to the Platform or Data is granted to Lead Agency or implied by the terms of this Schedule.

**8 Control of and limits on collection, use and disclosure of Personal Information**

- (a) Any Personal Information Processed by the Lead Agency, including without limitation, Data entered into the Platform by the Lead Agency, shall only be used for the purposes of providing Foundry Services and evaluating or monitoring the quality of Foundry Services, and the Lead Agency shall not disclose the Data except as permitted by the Agreement or required by Applicable Law.
- (b) The Lead agency will have in place measures to ensure the technological, electronic and physical security of the Protected Information meets commercially reasonable standards and is appropriate to the sensitivity of the Protected Information, and goods and/or services; including work from home situations.
- (c) The Lead Agency will comply with any reasonable direction given by Foundry Central Office in relation to the Data, including without limitation, Foundry Central Offices' policies and procedures relating to Personal Information, or such substantially similar policies and procedures as determined by Foundry Central Office.
- (d) The Foundry Central Office may use Personal Information in aggregate form, which does not identify any individual, for the purposes of developing reports, sharing it with governmental agencies, or otherwise supporting the Foundry Services. Such uses would be subject to review by Foundry Central Office's Data Governance Committee.

- (e) Lead Agency may use Personal Information in aggregate, de-identified form for providing Foundry Services and evaluating or monitoring the quality of Foundry Services. Disclosure of any such aggregate data to third parties other than Foundry Central Office is subject to approval by Foundry Central Office's Data Governance Committee.
- (f) Lead Agency agrees and acknowledges that licensors or service providers of Foundry Central Office, including the vendor of the Platform, may access the Data in order to provide support and evaluation services to the parties.

## **9 Compliance**

- (a) In Processing the Data, the parties will comply with the terms of this Schedule and all Applicable Law.
- (b) The Lead Agency will provide training to its Authorized Users regarding their access to the Platform as agreed upon between the parties.
- (c) The Lead Agency shall be responsible for obtaining consent from its clients in accordance with Applicable Law prior to Processing any Personal Information of such client. Such consent shall be in a form substantially similar to that set out in Exhibit 1 to this Schedule.
- (d) In the event a Foundry Centre client submits a request to the Lead Agency withdrawing his/her consent, Lead Agency shall cease Processing of any Personal Information in relation to such client, subject to any obligations required by Applicable Law. In the event of a withdrawal of consent, Lead Agency shall immediately notify Foundry Central Office upon receipt of such withdrawal request.
- (e) The Foundry Central Office retains the right but not the obligation to conduct audits of the Lead Agency's compliance with this Schedule, upon reasonable advance written notice and at mutually acceptable times.
- (f) If there is a breach of the Agreement (including this Schedule) by the Lead Agency, Foundry Central Office may terminate the Lead Agency's access to the Platform or the Agreement in its entirety in accordance with the terms of the Agreement.

## **10 Non-disclosure of Data**

- (a) The parties will only permit Authorized Users access to the Data.
- (b) Notwithstanding the foregoing, either party may disclose the Data in order to comply with Applicable Law, judicial process, a court or regulatory order or governmental investigation, provided that such party takes all lawful actions that are reasonable in the circumstances to minimize the extent of such disclosure and obtain confidential treatment for such disclosure. Lead Agency agrees to provide prompt written notice of such intended disclosure to the Foundry Central Office.

- (c) Lead Agency and Foundry Central Office shall immediately inform each other on receipt of any request, order, directive, ruling, requirement, judgment, injunction, award or decree, decision or other requirement issued with respect to the Data.

**11 In Canada Only**

Lead Agency shall not:

- (a) transfer any Data to any country or territory outside Canada unless specifically agreed to in writing by an authorized representative of Foundry Central Office; and
- (b) permit Data to be Processed in any country or territory other than Canada unless specifically agreed to in writing by an authorized representative of Foundry Central Office.

**12 Safeguards and Notification**

- a. Upon execution of the Agreement, the Lead Agency will appoint a privacy representative and such person will have sufficient authority to make decisions and represent the Lead Agency as may be required from time to time for the Lead Agency's administration and compliance with this Agreement. The Lead Agency shall promptly provide the Foundry Central Office of the name of its privacy representative and shall promptly notify the Foundry Central Office of any changes.
- b. Lead Agency acknowledges that the Privacy Officer of Providence Health Care Society represents the Foundry Central Office concerning matters regarding privacy and data protection, including this Schedule.
- c. The Lead Agency agrees to:
  - i. prohibit the sharing of, and to take reasonable steps to ensure that Authorized Users protect the confidentiality of, all passwords, encryption keys, and other designated authentication credentials, and authorized accounts in respect of the Platform and the Foundry Services;
  - ii. take all reasonable measures to ensure that access by Authorized Users is limited to information that is necessary for the performance of their duties in respect of the Foundry Services;
  - iii. implement and maintain data security measures recommended to the Lead Agency by the Foundry Central Office's Information Management/Information Technology Services;
  - iv. ensure that all Authorized Users with permitted access to the Platform undergo the training for such access as agreed upon between the parties;

- v. promptly report to the Foundry Central Office and its authorized privacy representative the circumstances of the suspension or termination of an Authorized User's access privileges;
  - vi. use industry standard safeguards in respect of storing, accessing or transmitting the Data, to prevent any unauthorized use or disclosure of the Data, whether in electronic or hard copy format; and
  - vii. advise the Foundry Central Office and its privacy representative immediately of any unauthorized use or disclosure of the Data, or any circumstances, incidents or events which, to its knowledge, have jeopardized or may in future jeopardize the security of the Platform or the Data (a "**Privacy Incident**").
- d. If any party knows of or has reason to believe that a Privacy Incident has occurred or is occurring in respect of another party, the party will immediately notify the other party subject to the Privacy Incident and the notified party will use its best efforts to ensure a quick, effective, and orderly response to ensure the Privacy Incident is contained and take actions to prevent a recurrence.
- e. Upon request, and subject to Applicable Law, the party subject to the Privacy Incident will provide the requesting party with a detailed report of the circumstances of any confirmed or suspected Privacy Incident (the "**Incident Report**"). Where applicable, the Incident Report will include any relevant audit log data, information about the nature of the suspected or actual Privacy Incident, including what information may be involved, and details of any remedial actions taken. The parties will reasonably cooperate with each other in the investigation and resolution of any confirmed or reasonably suspected Privacy Incidents.
- f. Unless otherwise required by Applicable Law, Lead Agency shall refer to Foundry Central Office and its privacy representative all requests for access to Personal Information and will only respond to any such request only by making reference to such referral. If Foundry Central Office is required by any Applicable Law to provide Personal Information that is in Lead Agency's possession or control to an individual, at Foundry Central Office's direction, Lead Agency will provide such Personal Information and will meet any reasonable deadlines communicated to Lead Agency in writing for such provision required to enable Foundry Central Office to comply with any deadlines applicable under such Applicable Law to the provision of such Personal Information. In addition, at Foundry Central Office's direction, Lead Agency will, to the extent that Lead Agency has care or control of the raw data, update, port, correct, restrict, or delete Personal Information or modify the individual's choices (including withdrawal of consent to previous uses of Personal Information or to receipt of commercial electronic messages) with respect to the permitted use by Foundry



Central Office of such Personal Information or take such other action as reasonably required by the Foundry Central Office in connection with rights exercised by individuals in relation to the Personal Information under Applicable Laws within a reasonable time from the date upon which the direction was given (no less than 30 days).

**13 Publication**

Neither the Foundry Central Office nor the Lead Agency will include any Personal Information in any publication or presentation.

**14 Conflict**

This Schedule is subject to the terms and conditions of the Agreement. To the extent this Schedule, only as it relates to the Processing of Data (including Personal Information), is inconsistent with the terms of the Agreement, this Schedule shall govern. All terms of the Agreement remain in full force and effect.

**EXHIBIT 1**  
**SAMPLE CLIENT CONSENT FORM**

**Foundry BC Platform**

**Client TOU:** <https://foundrybc.ca/articles/foundry-virtual-terms-of-use/>

**Client Privacy Policy:** <https://foundrybc.ca/articles/foundry-virtual-privacy-consent>

**Toolbox**

**Privacy Notice**

Foundry collects and protects your personal information consistent with the BC Freedom of Information and Protection of Privacy Act (FIPPA) and the BC Personal Information Protection Act (PIPA).

The information you choose to provide in Foundry surveys will be shared with your care provider and care team to support the types of services that you receive. Your information may also be used to evaluate and improve Foundry Services or be used for research projects. To protect your privacy, any information that identifies you, such as your name and personal health number, will be removed before sharing any results.

Your consent to the survey is voluntary and can be withdrawn at any time. If you choose to withdraw your consent, Foundry staff will continue to provide the full-range of services you need and will stop collecting your personal information for evaluation and research purposes. However, this information may continue to be used by your clinician or Foundry staff to support your care and for quality assurance. To withdraw your consent, get in-touch with your service provider or email [datamanager@foundrybc.ca](mailto:datamanager@foundrybc.ca)

Your privacy will be respected. Foundry will not release any identifying information to anybody else, unless you allow us to, or we are required to do so by law. For example, staff are required to report if a client is believed to be at risk for harming themselves or others, or if a court of law requests these records.

For answers to any questions about the privacy of your information, you can talk to your service provider or email [datamanager@foundrybc.ca](mailto:datamanager@foundrybc.ca) with your questions.

I have read and understood the above information.

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**EXHIBIT 2**  
**AUTHORIZED USERS**

- 15 All requests to add personnel to the list of Authorized Users will be made directly to FOUNDRY CENTRAL OFFICE by submitting the forms provided for Toolbox. For the Foundry BC Platform, each center will assign one or two centre staff with centre-admin role, who will be responsible for adding and removing centre users from the platform.
- 16 The Foundry Central Office will review such requests and may, in its sole discretion decline, to provide access to the Platform. If such a request is approved, the Foundry Central Office will provide the new Authorized Users with any passwords, encryption keys, and other designated authentication credentials, required to obtain access to the Platform. If the list of Authorized Users set out in this Exhibit is amended by the Foundry Central Office, the Foundry Central Office will promptly provide the Lead Agency with a copy of the revised list. Following its receipt of a revised list of Authorized Users from the Foundry Central Office, the Lead Agency will not permit any individual other than those Authorized Users listed in the revised list to access the Platform.

**SCHEDULE E**  
**FOUNDRY TRADEMARKS**

Mark	Country	Status	Appln No. Appln Date	Reg. No. Reg. Date	Goods/Services
FOUNDRY	Canada	Pending	1869253  November 22, 2017		<p>Class 41 Public education and community outreach in the field of mental health, substance use and social services, namely housing, income, education and employment support programs; providing peer support in the field of mental health, substance use and social services; counselling services namely, career counselling services.</p> <p>Class 44 Healthcare and social services for youth and young adults, namely mental health services and substance use services; providing information in the field of health care and medical counselling relating to mental health, substance use, primary care and social services including employment, education, housing, and income assistance; primary care services for youth and young adults, namely medical clinical care services; counselling services namely, substance use counselling services, mental health counselling services.</p>

COMMON LAW TRADEMARKS

• F O U N D R Y •

• F O U N D R Y •

WHERE WELLNESS TAKES SHAPE

foundrybc.ca

• F O U N D R Y •

foundrybc.ca

• F O U N D R Y •

WHERE WELLNESS TAKES SHAPE

• F O U N D R Y •

KELOWNA

FOUNDRY [COMMUNITY]

FOUNDRYBC.CA/[COMMUNITY]

FOUNDRY ONLINE

TOOLBOX

WHERE WELLNESS TAKES SHAPE

FOUNDRY VIRTUAL SERVICES

FOUNDRY VIRTUAL BC

FOUNDRY INTEGRATED STEPPED CARE MODEL

FOUNDRY ISCM

FOUNDRY SERVICE MODEL

FOUNDRY INTEGRATION MEASURE

FOUNDRY RESEARCH AND INNOVATION

FOUNDRY WELLNESS PROGRAM

FOUNDRY WORK & EDUCATION PROGRAM

**SCHEDULE F: PLATFORM TERMS OF USE**

**FOUNDRY INFORMATION SYSTEMS ACKNOWLEDGEMENT AND CONFIDENTIALITY UNDERTAKING  
(Service Providers)**

<b>DATE:</b>	
<b>INDIVIDUAL NAME:</b>	
<b>POSITION:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>EMAIL ADDRESS:</b>	
<b>FOUNDRY / SITE:</b>	
<i>FOR PHC USE ONLY</i>	
<i>Login ID Toolbox:</i>	
<i>Login ID Input Health EMR:</i>	

TO: Foundry, a Program of Providence Health Care (PHC)

I acknowledge that in connection with my delivery of health care services to clients at Foundry (an “Eligible Client”), I will be permitted to access and/or use certain confidential information, including “personal information” as defined in the BC Freedom of Information and Protection of Privacy Act (“FIPPA”) (the “**Information**”) located in one or more Foundry information systems (the “Systems”) (e.g. Toolbox, Input Health electronic medical record, Foundry BC Platform).

I understand that Foundry’s agreement to provide me with access to the Systems and Information will be subject to my agreement to provide and to be bound by the following:

- I agree that I will only access, use and disclose Information within the Systems for the sole and exclusive purposes of providing health care services to Eligible Clients, as authorized by Foundry.
- I have read and understand the [PHC Information Privacy and Confidentiality Policy](#) concerning the privacy and management of confidential information obtained during the course of my employment, affiliation or assignment, and agree that I will be governed by and bound by such

policy in accessing the Systems and in any collection, use or disclosure of Information in which I participate.

- I understand and acknowledge that the Information and Systems are subject to obligations of privacy under the *Freedom of Information and Protection of Privacy Act* of British Columbia (“FIPPA”), and that I am also required to respect and uphold the privacy of Eligible Clients about whom the Information pertains.
- I understand and acknowledge that all Information to which I may have access or learn about through my use of the Systems is strictly confidential and not to be communicated to or in any way disclosed by me to any person in any manner except as permitted under this Agreement except as in connection with the provision of health care services to eligible clients
- I agree that I may only access, collect, use or disclose the Information in accordance with this Agreement, FIPPA and the PHC Policies. I will not copy, alter, print, interfere with, disclose, destroy or remove such Information, except in accordance with this Agreement, the PHC Policies and FIPPA.
- I understand that, in order to ensure that the privacy and confidentiality of the Systems and Information is maintained, Foundry may conduct periodic privacy and security audits, by monitoring my access to and use of the Systems and Information, and I agree that, at the request of Foundry, I will cooperate with any such audit process by providing relevant information or documents.
- I understand and agree that I am responsible for maintaining the confidentiality of my user ID and password, and that any misuse of my user ID and password, intentional or unintentional, violates this Agreement and could subject me to disciplinary, legal and/or other actions, including the revocation of my access to the Systems by Foundry.

By checking (v) each statement, I indicate that I have read, understood and agree to abide by the following:

- I have read and understand the [PHC Confidentiality Policy](#) concerning the privacy and management of confidential information obtained during the course of my affiliation or assignment, and agree that I will be governed by and bound by such policies as may be amended or supplemented from time to time, in accessing the Foundry Information and Systems and in any collection, use or disclosure of Information in which I participate.
- I will be accountable for any access to Information performed using my user ID and password. I will not share these with anyone else under any conditions. I will inform Foundry Central Office



at [datamanager@foundrybc.ca](mailto:datamanager@foundrybc.ca) immediately upon loss of my password or suspected disclosure of my password to another person.

- Upon completion of an access session, I will ensure that the workstation has been properly logged off from the Systems. I will not leave my workstation logged on to the Systems when unattended.
- I will document all Client Information in a Foundry System and will not store any electronic or paper copies of records without the written approval from Foundry.
- I will only access data which relates directly to my job functions on a “need-to-know” basis and use such information only for and to the extent required by the health care purposes I am authorized by Foundry to perform.
- I will not electronically access my personal health record or the health record of any member of my family or friends; I understand that I can access my personal health record through established PHC [procedures](#).
- I will report to Foundry([datamanager@foundrybc.ca](mailto:datamanager@foundrybc.ca)) any incidents of known or suspected breaches of privacy (including breaches of the PHC Policies, FIPPA or this Agreement) that come to my knowledge. I have read and understand the [PHC Managing Privacy Breaches Policy](#).
- I will use my access privileges in an ethical and professional manner.
- I will not access Information from outside of Canada, except if, in the course of performing my duties to Foundry, I am required in an emergency situation to do so in order to protect a person’s health or safety.
- I will safeguard the Client Information and Systems by ensuring my devices used for accessing the Systems are secure. This will include:
  - Using a wireless network that has a secure password and encryption enabled.
  - Having a firewall installed on my dedicated internet link.
  - Having active virus detection software installed and configured to automatically update daily on my devices. I also agree to update, on an automatic basis, recommended security patches for the operating system and other applications in use.
  - Using a secure log in process for accessing my device and disabling the automatic save option for passwords.

- I understand that accessing the Foundry Information and Systems is for the exclusive purposes of providing health care services to Eligible Clients.
  
- I understand that I must not leave my device, device screen or any Foundry data in any place where unauthorized viewers can access it.
  
- I understand that I must contact the Foundry when I no longer require Access and/or my Employment, affiliation or assignment ends. Please note that inactive accounts will be deactivated.

By signing this Agreement, I acknowledge that I have read and understood the terms set out above. I further acknowledge that this Agreement is binding upon me, and that any breach of this Agreement, PHC Policies or FIPPA may give rise to legal action against me by PHC, including, without limitation, termination of my rights of access to the Systems, disciplinary sanctions and civil court action.

I hereby agree to indemnify and hold the Foundry (PHC) and its officers, trustee, employees, and agents harmless for any loss, damage, expense or liability resulting from any claim, action or demand arising out of or related to my use of the Systems and computer resources, including reasonable attorney fees. Such claims shall include, without limitations those based on trademark or service mark infringement, copyright infringement, defamation, unlawful discrimination or harassment, and invasion of privacy.

SIGNED: \_\_\_\_\_ DATED: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

(DD) (MM) (YYYY)

NAME (PRINT): \_\_\_\_\_ TITLE: \_\_\_\_\_

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