



**Coroners Service**  
Ministry of Justice

February 17, 2012

H.W. Wallace Cremation and Burial Centre Inc  
251 Jubilee St,  
Duncan, BC V9L 1W8

Dear: H.W. Wallace Cremation and Burial Centre,

**Re: Modification Agreement # 1 dated November 25, 2011**

The city in bullet # 2 of the modification agreement incorrectly reads "Nanaimo". This should have read "Vancouver". I apologize if this error has caused any confusion. The corrected bullet #2 is shown below.

*(2) That when the coroner directs the contractor to transport deceased person(s) to Vancouver, the flat fee charged will be increased to \$600 for the first person, plus ferry costs;*

Yours truly,

A handwritten signature in black ink, appearing to read "Aaron Burns", written over a horizontal line.

Aaron Burns

Cc: Island Regional Coroners Office



## Terms of General Service Agreement

### CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
  - (a) produced by you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or
  - (b) received by you or a subcontractor from us or any other person (the "Received Material").In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".
9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure without our prior written consent except
  - (a) as required to perform your obligations under this Agreement or to comply with applicable law,
  - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement, or
  - (c) if it is information in any Incorporated Material.
10. You must
  - (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and
  - (b) comply with the Security Schedule, if attached as Schedule G.

11. If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
  - (a) Received Material that you receive from us, and
  - (b) Produced Material, other than any Incorporated Material.Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting in us of the copyright in the Produced Material, other than any Incorporated Material.
14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You must comply with the Privacy Protection Schedule, if attached as Schedule E.
16. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if attached, as those terms may be modified from time to time in accordance with our directions.
17. You must apply for and, immediately on receipt, remit to us any available refund, rebate or remission of federal or provincial tax or duty that we have paid you for or agreed to pay you for under this Agreement.
18. You must comply with all applicable laws.
19. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You must not assign any of your rights under this Agreement without our prior written consent.
21. You must not subcontract any of your obligations under this Agreement without our prior written consent other than to persons listed in Schedule C, if that Schedule is attached. No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any subcontractor you retain fully complies with this Agreement in performing the subcontracted obligations.
22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
24. You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.

#### PAYMENT

25. If you comply with this Agreement, we must pay you
  - (a) the fees described in Schedule B, and
  - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.

We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

26. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
29. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
30. We certify to you that the Services purchased under this Agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the Goods and Services Tax.
31. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.

#### TERMINATION

32. We may terminate this Agreement
  - (a) for your failure to comply with this Agreement, immediately on giving written notice of termination to you, and
  - (b) for any other reason, on giving at least 10 days written notice of termination to you.If we terminate this Agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Agreement.
33. If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

#### GENERAL

34. You are an independent contractor and not our employee, agent, or partner.
35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this Agreement on your behalf without affixing your common seal.
36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
37. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
38. Time is of the essence in this Agreement.
39. Any notice contemplated by this Agreement, to be effective, must be in writing and either
  - (a) sent by fax to the addressee's fax number specified in this Agreement,
  - (b) delivered by hand to the addressee's address specified in this Agreement, or
  - (c) mailed by prepaid registered mail to the addressee's address specified in this Agreement.Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
40. A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. No modification of this Agreement is effective unless it is in writing and signed by the parties.
42. This Agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
43. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Agreement ends.
45. The schedules to this Agreement are part of this Agreement.
46. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
47. This Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
48. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this Agreement,
  - (a) "includes" and "including" are not intended to be limiting,
  - (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement,
  - (c) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties", and
  - (d) "attached" means attached to this Agreement when used in relation to a schedule.
50. If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.



## General Service Agreement

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Public Safety and Solicitor General (the "Province", "we", "us", or "our" as applicable) at the following address:

BC Coroners Service  
Island Regional Coroners Office  
202-780 Tolmie Avenue  
Victoria, British Columbia V8X 3W4  
Fax: 250-952-4059

AND

H.W. WALLACE CREMATION AND BURIAL CENTRE, INC.

(the "Contractor", "you", or "your" as applicable) at the following address:

251 JUBILEE ST DUNCAN, BC V9L1W8  
Fax: 250-701-0001/250-701-0002

THE PARTIES AGREE TO THE TERMS OF THE AGREEMENT SET OUT ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THIS "AGREEMENT");

### SCHEDULE A

#### Section 1 - Services

See attached Schedule A - Services and Term

#### Section 2 - Term

Term Start Date: May 01, 2009

Term End Date: April 30, 2013

### SCHEDULE B

#### Section 1 - Fees and Expenses

See attached Schedule B - Fees and Expenses

THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:

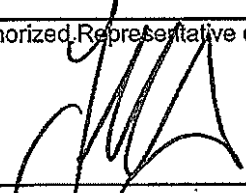
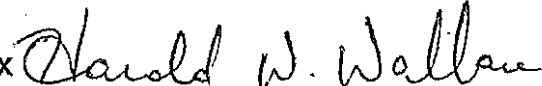
SCHEDULE C - Approved Subcontractor(s)

SCHEDULE F - Additional Terms

SCHEDULE D - Insurance

SCHEDULE G - Security

SCHEDULE E - Privacy Protection

<p><b>SIGNED AND DELIVERED</b> on the <u>6</u> day of <u>July</u>, 2009 on behalf of the Province by its duly authorized representative.</p>	<p><b>SIGNED AND DELIVERED</b> on the <u>22</u> day of <u>July</u>, 2009 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)</p>
<p>Signature (Authorized Representative of the Province):  X </p>	<p>Signature(s) (Contractor or Authorized Representative of the Contractor):  X </p>
<p>Print name:  J. Doan</p>	<p>Print name(s):  Harold W. Wallace</p>

**READ TERMS ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED  
ABOVE**



## Schedule A - Services

**SERVICES:** To supply conveyance services for body removal for the Duncan and Lake Cowichan area. This area includes Highway #1 from Aspen Road north to Chemainus and includes Thetis and Kuper Islands.

### 4.1 Service Requirements

The Contractor will be required to:

- a) Removal and transportation service will be provided by the Contractor on a twenty-four hour "on call" basis with the expectation that the Contractor is either at the scene within 30 minutes or be on the road to the scene, or as directed by the Coroner at time of call out. The Contractor will be expected to respond immediately to a major disaster or multiple death scene (over 6 bodies) with a delay of no more than one hour;
- b) In the majority of cases, transportation will be required from the site of origin to the closest morgue facility, or as directed by the Regional Coroner with jurisdiction;
- c) Each unit will be covered with a shroud or body bag, which will remain intact with the unit. The shrouding may be of plastic material;
- d) The Contractor's vehicle and staff will exhibit the appropriate decorum in the nature and configuration of the vehicle. The vehicle will be devoid of markings and unusual extras such as "mag wheels" and "colourful paint". It will be plain and in good repair. The Coroners Service has a preference for a van type vehicle with blacked-out or one-way glass (curtains are unacceptable). The vehicle will be properly equipped to carry at least two units, with at least one "one person stretcher" per unit. Body bags and other necessities (body bags and shrouds must be BC Coroner Service approved) required to perform the functions of this contract, will be supplied by the Contractor, and will be used as and when required;
- e) The Contractor should be prepared to provide at least two vehicles, all with equipment in place, available for viewing by the BC Coroners Service prior to the contract being awarded;
- f) The Contractor will be expected to have a "two-way" communication system installed within each vehicle, so as to expedite response time to multiple death scenes. Cellular telephones are acceptable;
- g) Two (2) persons will be required to attend all calls or as authorized by the Coroner. Each person attending a call will be presentably dressed in either a suit or appropriate sports jacket (or weather appropriate jacket) including shirt and tie. The Contractor's employees, by their behaviour and conduct, represent the Coroners Service to the public. Thus, decorum is of paramount importance when present at a death scene, removal or morgue attendance;
- h) The Contractor will ensure that its employees are sufficiently trained and familiar with completing necessary morgue documentation, morgue access protocols and awareness of general police and coroner protocols at a death scene;
- i) The Contractor will be required to submit written copies of criminal records checks for its employees. No contract will be awarded unless all of the Contractor's employees who will be employed in carrying out the services listed; have passed a criminal records check to the Province's satisfaction;
- j) All vehicle drivers will hold and retain a current valid BC Driver's License and comply with all requirements of the Motor Vehicle Act;
- k) The Contractor and its employees will follow direction of the Regional Coroner/Coroner with jurisdiction;
- l) The Contractor must be registered with WorkSafe BC/Worker's Compensation Board in which case WorkSafe BC/WCB coverage must be maintained for the duration of the contract. Prior to receiving any payment, the Contractor may be required to submit a WorkSafe BC/WCB Clearance Letter indicating that all WorkSafe BC/WCB assessments have been paid;
- m) Insurance - Any contract resulting from this Request for Proposal may require the Contractor, without limiting its obligations or liabilities and its own expense, provide and maintain throughout the contract term, the



following insurances with insurers licensed in British Columbia in forms acceptable to the Province. All required insurance endorsed to provide the Province with 30 days' written notice of cancellation or material change. The Contractor will provide the Province with evidence of required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the contract. Comprehensive Commercial General Liability in the amount of not less than \$2,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the contract. The Province is to be added as an additional insured and the policy shall contain a cross liability clause. Automobile Liability on all vehicles owned, operated or licensed in the name of the Contractor in the amount of not less than \$2,000,000

n) This Agreement includes a 30 day cancellation privilege for Ministry use.

o) Invoices are to be submitted monthly and are to include the following details:

Date of Service;

Name(s) of the deceased person(s);

Transfer address (location);

Delivery address (location);

Charges, number of units and cost per unit transported;

Name of Coroner authorizing callout;

Coroner's Case Number



## Schedule B - Fees and Expenses

1. **FEES:**

**DUNCAN/LAKE COWICHAN AREAS:**

- a. Flat Rate Fee Charge for transportation of deceased - \$400.00
- b. If two deceased are transferred at the same time, an additional fee of \$150.00
- c. Sealed container available to the coroner (per day) - \$15.00
- d. Per day refrigerated storage fee - \$25.00
- e. Transfers to Vancouver for autopsy will be a rate of \$400.00 plus ferry costs

2. **EXPENSES:**

**Expenses:** Expenses will not be paid under this Agreement.

3. **MAXIMUM AMOUNT PAYABLE:** 720 = 125,000

**Maximum Amount:** \$105,000.00 is the maximum amount of fees and expenses which we must pay to you under sections 1 and 2 of this Schedule.

4. **STATEMENTS OF ACCOUNT:**

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to us Monthly a written statement of account in a form satisfactory to us containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) calculation of all fees claimed under this Agreement, including a declaration that the Services for which you claim fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable;
- (e) a description of this Agreement to which the statement relates;
- (f) a statement number for identification; and
- (g) any other billing information reasonably requested by the Province.

5. **PAYMENTS DUE:**

**Payments Due:** Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees and expenses claimed in the statement if they

are in accordance with this Schedule.

6. **WITHHOLDING TAX:**

If the Contractor is not a resident in Canada, the Province may be required under the *Canadian Income Tax Act* to withhold income tax from the fees described in paragraph 1 of this Schedule and to then remit that tax to the Receiver General of Canada on the Contractor's behalf.



## Schedule C - Approved Subcontractor(s)

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NOT APPLICABLE



## Schedule D - Insurance

1. The Contractor, without limiting its obligation or liabilities and at its own expense, purchase and maintain throughout the term of this agreement the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
  - (a) Commercial General Liability in an amount not less than 2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
    - (i) include the Province as an additional insured;
    - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change; and
    - (iii) include a cross liability clause.
2. All insurance described in paragraph 1 of this Schedule must:
  - (a) be primary; and
  - (b) not require the sharing of any loss by any insurer of the Province.
3.
  - (a) Within 10 working days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance
  - (b) If the insurance polic(ies) expire before the end of the term of this agreement, the Contractor must provide within 10 working days of expiration, evidence of new or renewal polic(ies) of all expired insurance in the form of a completed Province of British Columbia Certificate of Insurance
  - (c) Notwithstanding paragraph 3(a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor shall provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this schedule in its sole discretion.



## Schedule E - Privacy Protection Schedule

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by the Minister of Public Safety and Solicitor General (the "Province") and H.W. WALLACE CREMATION AND BURIAL CENTRE, INC. (the "Contractor") respecting Contract #SGBCCS09157060001 (the "Agreement").

### Definitions

1. In this Schedule,
  - (a) "access" means disclosure by the provision of access;
  - (b) "Act" means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time;
  - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

### Purpose

2. The purpose of this Schedule is to:
  - (a) enable the Province to comply with its statutory obligations under the Act with respect to personal information; and
  - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

### Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

### Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

#### **Requests for access to personal information**

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Correction of personal information**

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Protection of personal information**

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

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

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

#### **Retention of personal information**

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

#### **Use of personal information**

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is:
  - (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
  - (b) in accordance with section 13.

#### **Disclosure of personal information**

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

#### **Inspection of personal information**

18. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of

the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

#### **Compliance with the Act and directions**

19. The Contractor must in relation to personal information comply with:
  - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Province under this Schedule.
20. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

#### **Notice of non-compliance**

21. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

#### **Termination of Agreement**

22. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

#### **Interpretation**

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
24. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
25. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
26. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
27. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 28, the law of any jurisdiction outside Canada.
28. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.





## Schedule F - Additional Terms

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### VEHICLE FUEL:

All pricing with respect to vehicle fuel is to remain firm for a minimum one year period, at which point it will be reviewed by the B.C. Coroners Service. Any resulting price adjustment will also remain firm for a minimum one year period. All other pricing is to remain firm for the full duration of the contract term.



## Schedule G - Security

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NOT APPLICABLE



## Modification Agreement 1

THIS MODIFICATION AGREEMENT dated for reference November 25, 2011.

**BETWEEN:**  
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Solicitor General,  
Minister Responsible for Public Safety

Emergency Management BC  
BC Coroners Service  
800-4720 Kingsway  
Burnaby, BC V5H 4N2

(the "Province")

**AND:**  
H.W. Wallace Cremation and Burial Centre Inc  
251 Jubilee St,  
Duncan BC V9L 1W8

(the "Contractor")

### BACKGROUND

- A. The parties entered into an agreement numbered SGBCCS10157060001 dated for reference July 6, 2009, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective January 1, 2012.

### AGREEMENT

The parties agree as follows:

- (1) That when the coroner directs the contractor to transport deceased person(s) to Nanaimo, the flat fee charged will be increased to \$475 for the first person;
- (2) That when the coroner directs the contractor to transport deceased person(s) to Nanaimo, the flat fee charged will be increased to \$600 for the first person, plus ferry costs;
- (3) That the maximum amount payable under the contract be raised from \$105,000 to \$125,000; *VANCAJVER*
- (4) In all other respects, the Agreement is confirmed.

SGBCCS10157060001



## Modification Agreement 1

### SIGNED AND DELIVERED

on the 8 day of December, 2011 on behalf of the  
Province by its duly authorized representative

Signature:

Print name:

Matt Brown

### SIGNED AND DELIVERED

on the 30 day of Nov, 2011 by or on behalf of the  
Contractor (or by its authorized signatory or signatories if  
the Contractor is a corporation)

Signature(s):

Print name(s):

Harold W. Wallace

SGBCCS10157060001



## Modification Agreement 1

THIS MODIFICATION AGREEMENT dated for reference January 23, 2013.

### BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Solicitor General,  
Minister Responsible for Public Safety

Emergency Management BC  
BC Coroners Service  
800-4720 Kingsway  
Burnaby, BC V5H 4N2

(the "Province")

### AND:

Global Transfer Services Ltd.  
#490, 800-15355 24<sup>th</sup> Ave,  
White Rock, BC V4A 2H9  
(the "Contractor")

### BACKGROUND

- A. The parties entered into an agreement numbered SGBCCS1215708/100001 dated for reference July 7, 2011, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective July 1, 2013.

### AGREEMENT

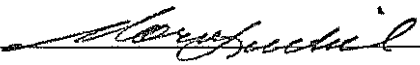
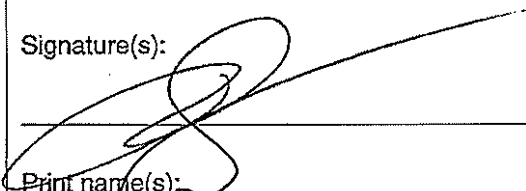
The parties agree as follows:

- (1) The rates for body transportation will be increased as follows:  
Vancouver Metro: 1 unit from \$230 to \$253, each additional unit from \$100 to \$110  
Lower Fraser sub-region: 1 unit from \$255 to \$280, each additional unit from \$100 to \$110  
Upper Fraser sub-region: 1 unit from \$285 to \$315, each additional unit from \$120 to \$130
- (2) The province elects to exercise its option to renew the first two-year extension provided for in the original contract. Term will now end on June 30, 2013, subject to the final option to renew an additional one-year term at the sole discretion of the Province. *2015 H*
- (3) In all other respects, the Agreement is confirmed.

**SGBCCS1215708/100001**



## Modification Agreement 1

<p><b>SIGNED AND DELIVERED</b> on the <u>23<sup>rd</sup></u> day of <u>Jan</u>, 20<u>13</u> on behalf of the Province by its duly authorized representative</p> <p>Signature: </p> <p>Print name: <u>NORM HEIBEL</u></p>	<p><b>SIGNED AND DELIVERED</b> on the <u>23</u> day of <u>JAN</u>, 20<u>13</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)</p> <p>Signature(s): </p> <p>Print name(s): <u>RON SMETTHORST</u></p>
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# GENERAL SERVICE AGREEMENT



## *For Administrative Purposes Only*

*Ministry Contract No.: SGBCCS1215708/100001*

*Requisition No.:*

*Solicitation No.(if applicable):*

*Commodity Code:*

### *Contractor Information*

*Supplier Name: Global Transfer Services Ltd.*

*Supplier No.: 186458/001*

*Telephone No.: 604-968-3309*

*E-mail Address: [ron@Globaltransfer.ca](mailto:ron@Globaltransfer.ca)*

*Website:*

### *Financial Information*

*Client: 010*

*Responsibility Centre: 15708/15710*

*Service Line: 11761*

*STOB: 6055*

*Project: 1500000*

*Template version: October 21, 2010*

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**SCHEDULE A – SERVICES**

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**SCHEDULE C – APPROVED SUBCONTRACTOR(S)**

**SCHEDULE D – INSURANCE**

**SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

**SCHEDULE F – ADDITIONAL TERMS**

**SCHEDULE G – SECURITY SCHEDULE**

THIS AGREEMENT is dated for reference the 7<sup>th</sup> day of July, 2011.

BETWEEN:

Global Transfer Services Ltd. (the "Contractor") with the following specified address and fax number:  
#490, 800-15355 24<sup>th</sup> Avenue  
White Rock, BC V4A 2H9  
Fax Number: 604-575-9286

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by The Ministry of Public Safety and Solicitor General (the "Province") with the following specified address and fax number:  
Office of the Chief Coroner  
Metrotower II, 2035-4720 Kingsway  
Burnaby, BC V5H 4N2  
Fax Number: 604-660-7766

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

## 1 DEFINITIONS

### General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

### Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

## 2 SERVICES

### Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

#### Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

#### Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

#### Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

#### Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

#### Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

#### Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

#### Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

#### Applicable laws

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

### 3 PAYMENT

#### Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

#### Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

#### Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

#### Appropriation

- 3.4 The Province's obligation to pay money to the Contractor 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.

#### Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

#### Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

#### Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

#### Refunds of taxes

- 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

#### 4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
  - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
  - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
  - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
  - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
  - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

#### 5 PRIVACY, SECURITY AND CONFIDENTIALITY

##### Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

##### Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

##### Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

#### Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

#### Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

### 6 MATERIAL AND INTELLECTUAL PROPERTY

#### Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

#### Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

#### Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

#### Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
  - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

### 7 RECORDS AND REPORTS

#### Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

## Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

## 8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

## 9 INDEMNITY AND INSURANCE

### Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

### Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

### Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

### Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
  - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

### Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.



## 10 FORCE MAJEURE

### Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
  - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
  - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
  - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
  - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

### Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

### Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

## 11 DEFAULT AND TERMINATION

### Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
  - (i) an Insolvency Event,
  - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
  - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
  - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
  - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
  - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
  - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
  - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or

- (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

#### Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
  - (b) pursue any remedy or take any other action available to it at law or in equity; or
  - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

#### Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

#### Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

#### Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
  - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

#### Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

#### Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

## 12 DISPUTE RESOLUTION

### Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
  - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

### Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

### Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

## 13 MISCELLANEOUS

### Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
  - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
  - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

### Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

### Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.

### Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
  - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

### Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

### Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

### Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

### Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

### Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

### Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

### Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

#### Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

#### Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

#### Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

#### Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

#### Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
  - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

#### Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

#### Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

#### Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

#### Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

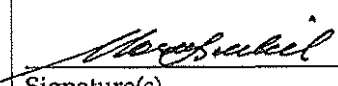
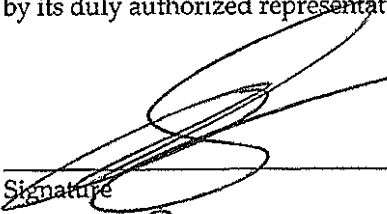
14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>12<sup>th</sup></u> day of <u>July</u>, 20<u>11</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> Signature(s)</p> <p><u>NORM LEIBER</u> Print Name(s)</p> <p><u>DEPUTY CHIEF CORNER</u> Print Title(s)</p>	<p>SIGNED on the <u>12</u> day of <u>July</u>, 20<u>11</u> on behalf of the Province by its duly authorized representative:</p> <p> Signature</p> <p><u>RON SMEETHURST</u> Print Name</p> <p><u>CEO</u> Print Title</p>
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## Schedule A – Services

### PART 1. TERM:

1. Subject to section 2 of this Part 1, The term of this Agreement commences on July 1, 2011 and ends on June 30, 2013.
2. One initial option to renew for an additional two-year term, with an additional option to renew for an additional one-year term at the completion of the first additional term if that option is exercised, at the sole discretion of the Province. Should the Province choose to take advantage of one or both renewal options, the Contractor will be contacted prior to the renewal term(s) to discuss any changes to the Contract including pricing. Any renewal pricing submitted will need to be firm for the renewal term(s).

### PART 2. SERVICES:

In addition to the Definitions set out in Section 1 of the General Service Agreement, the following definitions will apply:

- a) "BC Coroners Service" means the public body responsible for the investigation of all unnatural, sudden and unexpected, unexplained or unattended deaths
  - b) "Call Out" means the act of the Coroner or its representative contacting the Contractor to provide service as directed
  - c) "Coroner" means a person appointed under Sections 54 and 55 of the Coroners Act
  - d) "One-way Trip" means travel by the Contractor, upon receipt of a Call Out, to the place of origin of the deceased person(s), collection and transportation of the deceased person(s) to the nearest morgue or airport as directed by the BC Coroners Service or the Coroner with jurisdiction
  - e) "Return Trip" means travel by the Contractor, upon receipt of direction to do so by the BC Coroners Service or the Coroner with jurisdiction, to a morgue or airport which a deceased person(s) was previously delivered, and transporting the deceased person(s) back to the deceased person(s)'s place of origin
  - f) "Disaster" as it relates to Service provision means a calamity that is caused by accident, fire, explosion or technical failure or by the forces of nature and results in the loss of life.
- 
- (i) Removal and transportation service will be provided by the Contractor on a twenty-four hour on-call basis with the expectation that the Contractor is either at the death scene within 45 minutes of having been called out, or as to be determined at the sole discretion of the Coroner at time of Call Out;
  - (ii) Notwithstanding section 10 of the General Service Agreement, the Province may be reliant upon the Contractor for body removal services in the event of a Disaster that results in loss of life or to a multiple death scene (over 6 deceased persons). The Contractor is expected to have plans in place to remain operational during such an event, as well as the period immediately following. In the event that a disaster situation is declared under section 9 of the *Emergency Program Act* for any geographic areas covered in this Agreement, the Contractor will continue to be bound by this Agreement and be subject to a response time of no more than one hour in addition to the standard 45 minutes from the time of Call Out. The Maximum Amount Payable of this Contract under Schedule B shall not apply during the period under which there is a declared disaster;
  - (iii) Conveyance services will also be required on occasion from one hospital morgue to another hospital morgue and may on rare occasions require service across the regional/sub-regional boundaries (e.g. a transfer would be required from a morgue located in the Upper Fraser sub-region to a morgue in the Vancouver-Metro Region.) Pricing for these occasional transfers across regional/sub-regional boundaries will be negotiated between the Ministry and the Contractor as necessary;

- (iv) Each deceased person must be covered with a shroud or body bag, which will remain intact with the deceased person. The shrouding may be of plastic material;
- (v) The Contractor's vehicle and staff must exhibit the appropriate decorum in the nature and configuration of the vehicle. The vehicle will be devoid of markings and unusual extras such as "mag wheels" and "colourful paint". It will be plain and in good repair. The Coroners Service has a preference for a van type vehicle with blacked-out or one-way glass (curtains are unacceptable). The vehicle will be properly equipped to carry at least two deceased persons, with at least one "one-person stretcher" per deceased person. Body bags and other necessities (body bags and shrouds must be BC Coroners Service approved) required to perform the functions of this Contract, will be supplied by the Contractor, and will be used as and when required;
- (vi) The Contractor must submit to inspection any vehicle used in the conveyance of bodies by a Coroner prior to the Contract being awarded or at any time throughout the term of the Contract to ensure that the vehicle is such that it meets the satisfaction of the BC Coroners Service;
- (vii) The Contractor must have in place a two-way communication system, capable of both receiving and transmitting, installed within each vehicle, so as to expedite response time to multiple death scenes. The use of cellular telephones is deemed to be an acceptable communication system;
- (viii) Two (2) persons are required to attend all Call Outs for service or as authorized by the Coroner. Each person attending a Call Out will be presentably dressed in either a suit or appropriate sports jacket including dress shirt and tie or appropriate attire relating to weather conditions;
- (ix) The Contractor will ensure that its employees are sufficiently trained and familiar with completing necessary morgue documentation, morgue access protocols and awareness of general police and coroner protocols at a death scene;
- (x) The Contractor must submit written copies of criminal records checks for its employees at the inception of this contract;
- (xi) The Contractor will notify BC Coroners Service of any staffing changes as they occur throughout the term of this contract and supply copies of criminal record checks for incoming employees;
- (xii) All vehicle drivers will hold and retain a current valid BC Driver's License and comply with all requirements of the Motor Vehicle Act;
- (xiii) The Contractor and its employees will follow direction of the Regional Coroner/Coroner with jurisdiction;
- (xiv) The Contractor must be registered with WorkSafe BC/Worker's Compensation Board and WorkSafe BC/WCB coverage must be maintained for the duration of the Contract. Prior to receiving any payment for Contract services, the Contractor may be required to submit a WorkSafe BC/WCB Clearance Letter indicating that all WorkSafe BC/WCB assessments have been paid;

#### Geographic coverage:

The Contractor must respond to service requests to the following areas of origin. Pricing for the regions/sub-regions defined in this section are set out in Schedule B.

**Vancouver Metro Region:** City of Vancouver, City of Burnaby, District of West Vancouver, District of North Vancouver, City of North Vancouver, City of Richmond and District of Delta, Bowen Island, Village of Lions Bay, and University Endowment Lands.



**Lower Fraser Sub-Region:** City of New Westminster, City of Surrey, City of Coquitlam, City of Port Coquitlam, City of Port Moody, City of White Rock, City of Langley, District of Langley, City of Pitt Meadows, District of Maple Ridge, Village of Anmore, Village of Belcarra, and the City of Abbotsford

**Upper Fraser Sub-Region:** City of Chilliwack, District of Hope, District of Mission, Bridal Falls, Village of Harrison Hot Springs, District of Kent, as well as all areas within the vicinity of the following: Highway 7 between the District of Mission and the District of Kent, North on Highway 1 up to and including Boston Bar and out to Jackass Mountain, North on Highway 5 up to the location of the former Coquihalla Toll Booth, and North on Highway 3 up to the south gates of Manning Provincial Park. The Contractor is expected to service remote locations in this general area from time to time as directed by the Coroner. The pricing for the Upper Fraser sub-region will apply in these situations.

**PART 3. RELATED DOCUMENTATION:**

Not applicable

**PART 4. KEY PERSONNEL:**

1. Not applicable

## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$3,250,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### 2. FEES:

Rate per Unit/Deliverable

**Fees:** The following rates apply for each applicable conveyance in each region/sub-region as defined in Schedule A for the period of July 1, 2011 to June 30, 2013.

Vancouver Metro Region Pricing	
Price for one deceased person for a One-way Trip:	\$ 230.00
Price for each additional deceased person for a One-way Trip:	\$100.00
Price for one deceased person for a Return Trip:	\$100.00
Price for each additional deceased person for a Return Trip:	\$50.00

Lower Fraser Sub-Region Pricing	
Price for one deceased person for a One-way Trip:	\$255.00
Price for each additional deceased person for a One-way Trip:	\$100.00
Price for one deceased person for a Return Trip:	\$100.00
Price for each additional deceased person for a Return Trip:	\$50.00

Upper Fraser Sub-Region Pricing	
Price for one deceased person for a One-way Trip:	\$285.00
Price for each additional deceased person for a One-way Trip:	\$120.00
Price for one deceased person for a Return Trip:	\$285.00
Price for each additional deceased person for a Return Trip:	\$120.00

### **3. EXPENSES:**

**Expenses:** None. The costs for body bags, gloves, shrouds, other personal protection equipment, and ancillary supplies are to be assumed by the Contractor.

### **4. STATEMENTS OF ACCOUNT:**

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement for a period not exceeding one calendar month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all (units/deliverables) provided during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (e) a description of this Agreement;
- (f) Date of service (date when Call Out occurred, if service spans more than one calendar day);
- (g) Name(s) of the deceased person(s);
- (h) Place of Origin address (location);
- (i) Delivery address (location);
- (j) Number of deceased persons, charge per deceased person transported;
- (k) Name of Coroner authorizing Call Out;
- (l) Coroner's Case Number
- (m) Statement number for identification; and
- (n) Any other billing information reasonably requested by the Province.

#### 5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

**Schedule C – Approved Subcontractor(s)**

Not applicable

## Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
  - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
    - (i) include the Province as an additional insured,
    - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
    - (iii) include a cross liability clause;
  - (b) Automobile Liability on all vehicles owned, operated or licensed by the Contractor in an amount not less than \$2,000,000 per occurrence. The Contractor must show evidence of this insurance using BC Certificate of Insurance.
2. All insurance described in section 1 of this Schedule must:
  - (a) be primary; and
  - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
  - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
  - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
  - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

## Schedule E – Privacy Protection Schedule

### Definitions

1. In this Schedule,
  - (a) "access" means disclosure by the provision of access;
  - (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
  - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

### Purpose

2. The purpose of this Schedule is to:
  - (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
  - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

### Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

### Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

### Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Correction of personal information**

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Protection of personal information**

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

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

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

#### **Retention of personal information**

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

#### **Use of personal information**

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

#### **Disclosure of personal information**

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

#### **Notice of foreign demands for disclosure**



18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

#### **Notice of unauthorized disclosure**

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

#### **Inspection of personal information**

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

#### **Compliance with the Act and directions**

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

#### **Notice of non-compliance**

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

#### **Termination of Agreement**

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

### **Interpretation**

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

**Schedule F – Additional Terms**

Not applicable

## Schedule G – Security Schedule

### Definitions

1. In this Schedule,
  - (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
  - (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
  - (c) "Information" means information
    - (i) in the Material, or
    - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
  - (d) "Record" means a "record" as defined in the *Interpretation Act*;
  - (e) "Sensitive Information" means
    - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
    - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
  - (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
    - (i) the Contractor or a subcontractor if an individual, or
    - (ii) an employee or volunteer of the Contractor or of a subcontractor.

### Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

### Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

### Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain

and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

#### **Services Worker activity logging**

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
  - (a) their access to Sensitive Information; and
  - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

#### **Facilities and Equipment protection and access control**

7. The Contractor must create, maintain and follow a documented process to:
  - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
  - (b) limit access to Facilities and Equipment of the Contractor
    - (i) being used by the Contractor to provide the Services, or
    - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

#### **Sensitive Information access control**

9. The Contractor must:
  - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
  - (b) comply with the information access control requirements set out in Appendix G3, if attached.

#### **Integrity of Information**

10. The Contractor must:
  - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
  - (b) comply with the information integrity requirements set out in Appendix G4, if attached.

11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:

- (a) remained as complete as when it was acquired or accessed by the Contractor; and
- (b) not been altered in any material respect.

#### **Documentation of changes to processes**

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

#### **Notice of security breaches**

13. If Contractor becomes aware that:

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
- (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

#### **Review of security breaches**

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

#### **Retention of Records**

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

#### **Storage of Records**

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

#### **Audit**

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
- (a) any Records in the possession of the Contractor containing Information; or

- (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

### Termination of Agreement

- 18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

### Interpretation

- 19. In this Schedule, unless otherwise specified:
  - (a) references to sections are to sections of this Schedule; and
  - (b) references to appendices are to the appendices attached to this Schedule.
- 20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
- 21. The appendices attached to this Schedule are part of this Schedule.
- 22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
- 23. If there is a conflict between:
  - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
  - (b) a documented process required by this Schedule to be created or maintained by the Contractorthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
- 24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

## SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor determine whether or not a Services Worker constitutes an unreasonable security risk.

### Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,\* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p><b>Issued by ICBC:</b></p> <ul style="list-style-type: none"> <li>• B.C. driver's licence or learner's licence (must have photo)</li> <li>• B.C. Identification (BCID) card</li> </ul> <p><b>Issued by provincial or territorial government:</b></p> <ul style="list-style-type: none"> <li>• Canadian birth certificate</li> </ul> <p><b>Issued by Government of Canada:</b></p> <ul style="list-style-type: none"> <li>• Canadian Citizenship Card</li> <li>• Permanent Resident Card</li> <li>• Canadian Record of Landing/Canadian Immigration Identification Record</li> </ul>	<ul style="list-style-type: none"> <li>• School ID card (student card)</li> <li>• Bank card (only if holder's name is on card)</li> <li>• Credit card (only if holder's name is on card)</li> <li>• Passport</li> <li>• Foreign birth certificate (a baptismal certificate is not acceptable)</li> <li>• Canadian or U.S. driver's licence</li> <li>• Naturalization certificate</li> <li>• Canadian Forces identification</li> <li>• Police identification</li> <li>• Foreign Affairs Canada or consular identification</li> <li>• Vehicle registration (only if owner's signature is shown)</li> <li>• Picture employee ID card</li> <li>• Firearms Acquisition Certificate</li> <li>• Social Insurance Card (only if has signature strip)</li> <li>• B.C. CareCard</li> <li>• Native Status Card</li> <li>• Parole Certificate ID</li> <li>• Correctional Service Conditional Release Card</li> </ul>

\*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

### Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

### Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

### Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.





## Modification Agreement 1

THIS MODIFICATION AGREEMENT dated for reference May 4th, 2012.

### BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Ministry of Justice

Emergency Management BC  
BC Coroners Service  
800-4720 Kingsway  
Burnaby, BC V5H 4N2

(the "Province")

### AND:

Andsons Recovery Service Ltd.  
(the "Contractor")

### BACKGROUND

- A. The parties entered into an agreement numbered SGBCCS10157060005 dated for reference May 1, 2009, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective May 31, 2012.

### AGREEMENT

The parties agree as follows:

- (1) That the maximum amount payable under the contract be raised from \$510,000 to \$590,000;
- (2) In all other respects, the Agreement is confirmed.

#### SIGNED AND DELIVERED

on the 14th day of JUNE, 2012 on behalf of the  
Province by its duly authorized representative

Signature:

Print name:

PAT CULLINANE

#### SIGNED AND DELIVERED

on the 14 day of JUN, 2012 by or on behalf of the  
Contractor (or by its authorized signatory or signatories if  
the Contractor is a corporation)

Signature(s):

Print name(s):

J. HUBBARD.

**SGBCCS10157060005**



## Schedule A - Services

**SERVICES:** To provide conveyance services for body removal for the Greater Victoria area. This area includes Southern Vancouver Island from Port Renfrew on the west to Swartz Bay Ferry Terminal on the east and north on Highway # 1 to Aspen Road.

### 4.1 Service Requirements

The Contractor will be required to:

- a) Removal and transportation service will be provided by the Contractor on a twenty-four hour "on call" basis with the expectation that the Contractor is either at the scene within 30 minutes or be on the road to the scene, or as directed by the Coroner at time of call out. The Contractor will be expected to respond immediately to a major disaster or multiple death scene (over 6 bodies) with a delay of no more than one hour;
- b) In the majority of cases, transportation will be required from the site of origin to the closest morgue facility, or as directed by the Regional Coroner with jurisdiction;
- c) Each unit will be covered with a shroud or body bag, which will remain intact with the unit. The shrouding may be of plastic material;
- d) The Contractor's vehicle and staff will exhibit the appropriate decorum in the nature and configuration of the vehicle. The vehicle will be devoid of markings and unusual extras such as "mag wheels" and "colourful paint". It will be plain and in good repair. The Coroners Service has a preference for a van type vehicle with blacked-out or one-way glass (curtains are unacceptable). The vehicle will be properly equipped to carry at least two units, with at least one "one person stretcher" per unit. Body bags and other necessities (body bags and shrouds must be BC Coroner Service approved) required to perform the functions of this contract, will be supplied by the Contractor, and will be used as and when required;
- e) The Contractor should be prepared to provide at least two vehicles, all with equipment in place, available for viewing by the BC Coroners Service prior to the contract being awarded;
- f) The Contractor will be expected to have a "two-way" communication system installed within each vehicle, so as to expedite response time to multiple death scenes. Cellular telephones are acceptable;
- g) Two (2) persons will be required to attend all calls or as authorized by the Coroner. Each person attending a call will be presentably dressed in either a suit or appropriate sports jacket (or weather appropriate jacket) including shirt and tie. The Contractor's employees, by their behaviour and conduct, represent the Coroners Service to the public. Thus, decorum is of paramount importance when present at a death scene, removal or morgue attendance;
- h) The Contractor will ensure that its employees are sufficiently trained and familiar with completing necessary morgue documentation, morgue access protocols and awareness of general police and coroner protocols at a death scene;
- i) The Contractor will be required to submit written copies of criminal records checks for its employees. No contract will be awarded unless all of the Contractor's employees who will be employed in carrying out the services listed; have passed a criminal records check to the Province's satisfaction;
- j) All vehicle drivers will hold and retain a current valid BC Driver's License and comply with all requirements of the Motor Vehicle Act;
- k) The Contractor and its employees will follow direction of the Regional Coroner/Coroner with jurisdiction;
- l) The Contractor must be registered with WorkSafe BC/Worker's Compensation Board in which case WorkSafe BC/WCB coverage must be maintained for the duration of the contract. Prior to receiving any payment, the Contractor may be required to submit a WorkSafe BC/WCB Clearance Letter indicating that all WorkSafe BC/WCB assessments have been paid;
- m) Insurance - Any contract resulting from this Request for Proposal may require the Contractor, without limiting its obligations or liabilities and its own expense, provide and maintain throughout the contract term, the

following insurances with insurers licensed in British Columbia in forms acceptable to the Province. All required insurance endorsed to provide the Province with 30 days' written notice of cancellation or material change. The Contractor will provide the Province with evidence of required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the contract. Comprehensive Commercial General Liability in the amount of not less than \$2,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the contract. The Province is to be added as an additional insured and the policy shall contain a cross liability clause. Automobile Liability on all vehicles owned, operated or licensed in the name of the Contractor in the amount of not less than \$2,000,000

n) This Agreement includes a 30 day cancellation privilege for Ministry use.

o) Invoices are to be submitted monthly and are to include the following details:

Date of Service;

Name(s) of the deceased person(s);

Transfer address (location);

Delivery address (location);

Charges, number of units and cost per unit transported;

Name of Coroner authorizing callout;

Coroner's Case Number



## Schedule B - Fees and Expenses

### 1. FEES:

#### Greater Victoria Area:

Basic charge for transportation of Human remains      \$370.00

The fuel price per km included in above amount is      \$1.15

#### Note:

- a) These flat rates must include all mileage charges, body bags, costs for gloves, shrouds and communication costs. No additional charges will be accepted.
- b) All pricing with respect to vehicle fuel is to remain firm for a minimum one year period, at which point it will be reviewed by the BC Coroners Service. Any resulting fuel price adjustments will also remain firm for a minimum one year period. All other pricing is to remain firm for the full duration of the contract term.
- c) The BC Coroners Service expects to receive pricing below the current published fee schedule, as outlined in Appendix C.

### 2. EXPENSES:

Expenses: Expenses will not be paid under this Agreement.

### 3. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: \$510,000.00 is the maximum amount of fees and expenses which we must pay to you under sections 1 and 2 of this Schedule.

### 4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to us Monthly a written statement of account in a form satisfactory to us containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) calculation of all fees claimed under this Agreement, including a declaration that the Services for which you claim fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable;
- (e) a description of this Agreement to which the statement relates;

- (f) a statement number for identification; and
- (g) any other billing information reasonably requested by the Province.

5. **PAYMENTS DUE:**

**Payments Due:** Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees and expenses claimed in the statement if they are in accordance with this Schedule.

6. **WITHHOLDING TAX:**

If the Contractor is not a resident in Canada, the Province may be required under the *Canadian Income Tax Act* to withhold income tax from the fees described in paragraph 1 of this Schedule and to then remit that tax to the Receiver General of Canada on the Contractor's behalf.



## Schedule C - Approved Subcontractor(s)

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NOT APPLICABLE



## Schedule D - Insurance

1. The Contractor, without limiting its obligation or liabilities and at its own expense, purchase and maintain throughout the term of this agreement the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
  - (a) Commercial General Liability in an amount not less than 2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
    - (i) include the Province as an additional insured;
    - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change; and
    - (iii) include a cross liability clause.
2. All insurance described in paragraph 1 of this Schedule must:
  - (a) be primary; and
  - (b) not require the sharing of any loss by any insurer of the Province.
3.
  - (a) Within 10 working days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance
  - (b) If the insurance polic(ies) expire before the end of the term of this agreement, the Contractor must provide within 10 working days of expiration, evidence of new or renewal polic(ies) of all expired insurance in the form of a completed Province of British Columbia Certificate of Insurance
  - (c) Notwithstanding paragraph 3(a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor shall provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this schedule in its sole discretion.



## Schedule E - Privacy Protection Schedule

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by the Minister of Public Safety and Solicitor General (the "Province") and ANDSONS RECOVERY SERVICE LTD. (the "Contractor") respecting Contract #SGBCCS10157060005 (the "Agreement").

### Definitions

1. In this Schedule,
  - (a) "access" means disclosure by the provision of access;
  - (b) "Act" means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time;
  - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

### Purpose

2. The purpose of this Schedule is to:
  - (a) enable the Province to comply with its statutory obligations under the Act with respect to personal information; and
  - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

### Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

### Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.



#### **Requests for access to personal information**

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Correction of personal information**

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Protection of personal information**

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

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

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

#### **Retention of personal information**

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

#### **Use of personal information**

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is:
  - (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
  - (b) in accordance with section 13.

#### **Disclosure of personal information**

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

#### **Inspection of personal information**

18. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of

the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

#### **Compliance with the Act and directions**

19. The Contractor must in relation to personal information comply with:
  - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Province under this Schedule.
20. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

#### **Notice of non-compliance**

21. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

#### **Termination of Agreement**

22. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

#### **Interpretation**

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
24. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
25. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
26. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
27. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 28, the law of any jurisdiction outside Canada.
28. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



## Schedule F - Additional Terms

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### VEHICLE FUEL:

All pricing with respect to vehicle fuel is to remain firm for a minimum one year period, at which point it will be reviewed by the B.C. Coroners Service. Any resulting price adjustment will also remain firm for a minimum one year period. All other pricing is to remain firm for the full duration of the contract term.



## Schedule G - Security

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NOT APPLICABLE



## General Service Agreement

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Public Safety and Solicitor General (the "Province", "we", "us", or "our" as applicable) at the following address:

BC Coroners Service  
Island Regional Coroners Office  
#202 - 780 Tolmie Avenue  
Victoria, British Columbia V8X 3W4  
Fax: 250-952-4059

AND

ANDSONS RECOVERY SERVICE LTD.  
(the "Contractor", "you", or "your" as applicable) at the following address:

685 SUNSHINE TERR VICTORIA, BC V9B6A3  
Fax: 250-883-4420/250-220-5586

THE PARTIES AGREE TO THE TERMS OF THE AGREEMENT SET OUT ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THIS "AGREEMENT"):

### SCHEDULE A

#### Section 1 - Services

See attached Schedule A - Services and Term

#### Section 2 - Term

Term Start Date: May 01, 2009

Term End Date: April 30, 2013

### SCHEDULE B

#### Section 1 - Fees and Expenses

See attached Schedule B - Fees and Expenses

## THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:

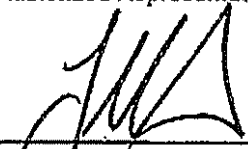
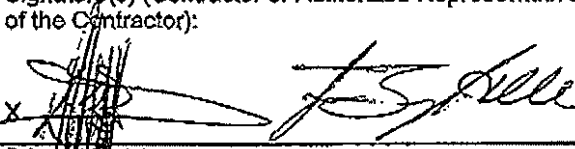
SCHEDULE C - Approved Subcontractor(s)

SCHEDULE F - Additional Terms

SCHEDULE D - Insurance

SCHEDULE G - Security

SCHEDULE E - Privacy Protection

<b>SIGNED AND DELIVERED</b> on the <u>6</u> day of <u>July</u> , 2009 on behalf of the Province by its duly authorized representative	<b>SIGNED AND DELIVERED</b> on the <u>15</u> day of <u>JULY</u> , 2009 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)
Signature (Authorized Representative of the Province): 	Signature(s) (Contractor or Authorized Representative of the Contractor): 
X Print name: <u>J. DOLAN</u>	X Print name(s): <u>KEN HUBBARD JOANNA HUBBARD</u>

**READ TERMS ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED  
ABOVE**



## Modification Agreement 2

THIS MODIFICATION AGREEMENT dated for reference March 1, 2012.

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Ministry of Justice

Emergency Management BC  
BC Coroners Service  
800-4720 Kingsway  
Burnaby, BC V5H 4N2

(the "Province")

**AND:**

C. Thompson & Son Ltd,  
106-988 Bernard Ave,  
Kelowna, BC V1Y 6P7

(the "Contractor")

### BACKGROUND

- A. The parties entered into an agreement numbered SGBCCS10157110001 dated for reference July 6, 2009, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective April 1, 2012.

### AGREEMENT

The parties agree as follows:

- (1) That the maximum amount payable under the contract be raised from \$720,000 to \$1,000,000;
- (2) In all other respects, the Agreement is confirmed.

SGBCCS10157110001



## Modification Agreement 2

### SIGNED AND DELIVERED

on the 27<sup>th</sup> day of FEB, 2012 on behalf of the  
Province by its duly authorized representative

Signature:

*Norm Leibel*

Print name:

NORM LEIBEL

### SIGNED AND DELIVERED

on the 10 day of MAY 20 12 by or on behalf of the  
Contractor (or by its authorized signatory or signatories if  
the Contractor is a corporation)

Signature(s):

*Raymond Turner*

Print name(s):

RAYMOND TURNER





# Coroners Service

Ministry of Public Safety and Solicitor General

June 1, 2011

RECEIVED

JUN 02 2011

C. Thompson & Son Ltd  
#106 - 983 Bernard Ave.,  
Kelowna, B.C. V1Y 6P7  
Attention: Mr. Ray Turner  
Email address: [raymondturner@shaw.ca](mailto:raymondturner@shaw.ca)

MINISTRY OF SOLICITOR GENERAL  
BC CORONERS SERVICE  
INTERIOR REGION

Dear Mr. Turner:

**Re: General Service Contract Agreement - Schedule B - Fees and Expenses Amendment**

This communication follows your email of May 24, 2011 requesting the fuel costs associated to this contract be reviewed. The initial contract contains a clause set out in schedule B providing opportunity to review the fuel costs of May 01, 2009 established at \$1.00/L.

Following a teleconference on June 1, 2011 between you, Peter Homenuk, Aaron Burns and myself, agreement was established for a fuel increase cost to \$1.50/L effective June 1, 2011 thru to April 30, 2012. This increase is applied to the flat rate as follows:

## Kamloops/Okanagan Valley

Zone 1: Flat rate per call within 100 kms of service areas (0-100) for Kamloops, Kelowna and Penticton. This flat rate includes body bags, gloves, sealed containers etc.	\$347.50
Zone 2: includes the next additional 100 kms of service (101-200) add	\$57.50
Zone 3: includes the next additional 100 kms of service (201-300) add and so on	\$57.50
Additional units: carried in the same vehicle and from the same case	\$100.00
For hospital to hospital (zones apply) re: autopsy, in the same vehicle	\$347.50
Flat rate additional units at:	\$100.00

All other aspects of the initial general service contract remain unchanged.

/Cont'd ... 2

Ministry of Public Safety and  
Solicitor General

Emergency Management BC  
BC Coroners Service

Office of the Chief Coroner  
Metrolower II  
Suite 900 - 4720 Kingsway  
Burnaby BC V5H 4N2

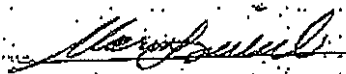
Phone: 604 660-7745  
Facsimile: 604 660-7766  
Website: [www.pssg.gov.bc.ca/coroners](http://www.pssg.gov.bc.ca/coroners)

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C. Thompson & Son Ltd.

Thank you again for your open discussion on this matter resulting in an amendment suitable to both parties.

Yours truly,



Norm Leibel  
Deputy Chief Coroner  
Province of British Columbia

p.c.: Lisa Lapointe - Chief Coroner  
Mark Coleman - Interior Regional Coroner  
Aaron Burns - Manager Finance and Administration



## General Service Agreement

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Public Safety and Solicitor General (the "Province", "we", "us", or "our" as applicable) at the following address:

BC Coroners Service  
Interior Regional Coroners Office  
Suite 103 - 1420 St. Paul Street  
Kelowna, BC, British Columbia V1Y 2E6  
Fax: 250-861-7515

AND

C. THOMPSON & SON LTD.

(the "Contractor", "you", or "your" as applicable) at the following address:

106-983 BERNARD AVE KELOWNA, BC V1Y6P7  
Fax: 250-861-9467

THE PARTIES AGREE TO THE TERMS OF THE AGREEMENT SET OUT ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THIS "AGREEMENT"):

### SCHEDULE A

#### Section 1 - Services

See attached Schedule A - Services and Term

#### Section 2 - Term

Term Start Date: May 01, 2009

Term End Date: April 30, 2013

### SCHEDULE B

#### Section 1 - Fees and Expenses

See attached Schedule B - Fees and Expenses

SGBCCS10157110001

09/10 220,000

10/11 240,000

11/12 240,000

12/13 20,000

720,000

\$ ADD CONTRACTS.

THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:

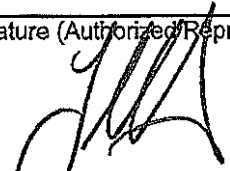

SCHEDULE C - Approved Subcontractor(s)

SCHEDULE F - Additional Terms

SCHEDULE D - Insurance

SCHEDULE G - Security

SCHEDULE E - Privacy Protection

<p><b>SIGNED AND DELIVERED</b> on the <u>6</u> day of <u>JULY</u>, 20<u>  </u> on behalf of the Province by its duly authorized representative</p>	<p><b>SIGNED AND DELIVERED</b> on the <u>23</u> day of <u>JULY</u>, 20<u>09</u> by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)</p>
<p>Signature (Authorized Representative of the Province):  X </p>	<p>Signature(s) (Contractor or Authorized Representative of the Contractor):  X </p>
<p>Print name:  <u>J. DOAN</u></p>	<p>Print name(s):  <u>RAYMOND TURNER</u></p>

READ TERMS ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED  
ABOVE



## Terms of General Service Agreement

### CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
  - (a) produced by you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or
  - (b) received by you or a subcontractor from us or any other person (the "Received Material").In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".
9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure without our prior written consent except
  - (a) as required to perform your obligations under this Agreement or to comply with applicable law,
  - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement, or
  - (c) if it is information in any Incorporated Material.
10. You must
  - (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and
  - (b) comply with the Security Schedule, if attached as Schedule G.

11. If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
  - (a) Received Material that you receive from us, and
  - (b) Produced Material, other than any Incorporated Material.Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting in us of the copyright in the Produced Material, other than any Incorporated Material.
14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You must comply with the Privacy Protection Schedule, if attached as Schedule E.
16. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if attached, as those terms may be modified from time to time in accordance with our directions.
17. You must apply for and, immediately on receipt, remit to us any available refund, rebate or remission of federal or provincial tax or duty that we have paid you for or agreed to pay you for under this Agreement.
18. You must comply with all applicable laws.
19. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You must not assign any of your rights under this Agreement without our prior written consent.
21. You must not subcontract any of your obligations under this Agreement without our prior written consent other than to persons listed in Schedule C, if that Schedule is attached. No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any subcontractor you retain fully complies with this Agreement in performing the subcontracted obligations.
22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
24. You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.

#### PAYMENT

25. If you comply with this Agreement, we must pay you
  - (a) the fees described in Schedule B, and
  - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

26. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
29. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
30. We certify to you that the Services purchased under this Agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the Goods and Services Tax.
31. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.

#### TERMINATION

32. We may terminate this Agreement
  - (a) for your failure to comply with this Agreement, immediately on giving written notice of termination to you, and
  - (b) for any other reason, on giving at least 10 days written notice of termination to you.If we terminate this Agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Agreement.
33. If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

#### GENERAL

34. You are an independent contractor and not our employee, agent, or partner.
35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this Agreement on your behalf without affixing your common seal.
36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
37. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
38. Time is of the essence in this Agreement.
39. Any notice contemplated by this Agreement, to be effective, must be in writing and either
  - (a) sent by fax to the addressee's fax number specified in this Agreement,
  - (b) delivered by hand to the addressee's address specified in this Agreement, or
  - (c) mailed by prepaid registered mail to the addressee's address specified in this Agreement.Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
40. A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. No modification of this Agreement is effective unless it is in writing and signed by the parties.
42. This Agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
43. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Agreement ends.
45. The schedules to this Agreement are part of this Agreement.
46. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
47. This Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
48. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this Agreement,
  - (a) "includes" and "including" are not intended to be limiting,
  - (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
  - (c) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties", and
  - (d) "attached" means attached to this Agreement when used in relation to a schedule.
50. If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.





## Schedule A - Services

**SERVICES:** To provide conveyance services for body removal for the Kamloops and Okanagan Valley region. This region encompasses the following areas: Kamloops, Vernon, Kelowna and Penticton.

### Kamloops and Okanagan Valley

**Kamloops area** includes to the north Hwy 5 to Vinsula - Knoff Lake Road; to the south Hwy 5 and 5A including Logan Lake and Merritt area; to the east Hwy 1 to Blind Bay Road including Adams Lake and North Shuswap; and to the West Hwy 97 to Westwold.

**Vernon area** includes to the north Hwy 97A to Canyon Road south of Enderby; to the south Hwy 97 to Oyama; to the east Hwy 6 to Edgewood; to the west Hwy 97 to Westwold.

**Kelowna area** includes to the north Hwy 97 to Oyama; to the south Hwy 97 to provincial campsites north of Summerland; to the east Hwy 33 to Beaverdell; to the west Hwy 97C to Elkhart Road.

**Penticton area** includes to the north Hwy 97 to Summerland (provincial campsites); to the south Hwy 97 to Okanagan Falls; to the east to Naramata; to the west Hwy 3 including Princeton, Keremeos to Allison Pass.

### 4.1 Service Requirements

The Contractor will be required to:

- a) Removal and transportation service will be provided by the Contractor on a twenty-four hour "on call" basis with the expectation that the Contractor is either at the scene within 30 minutes or be on the road to the scene, or as directed by the Coroner at time of call out. The Contractor will be expected to respond immediately to a major disaster or multiple death scene (over 6 bodies) with a delay of no more than one hour;
- b) In the majority of cases, transportation will be required from the site of origin to the closest morgue facility, or as directed by the Regional Coroner with jurisdiction;
- c) Each unit will be covered with a shroud or body bag, which will remain intact with the unit. The shrouding may be of plastic material;
- d) The Contractor's vehicle and staff will exhibit the appropriate decorum in the nature and configuration of the vehicle. The vehicle will be devoid of markings and unusual extras such as "mag wheels" and "colourful paint". It will be plain and in good repair. The Coroners Service has a preference for a van type vehicle with blacked-out or one-way glass (curtains are unacceptable). The vehicle will be properly equipped to carry at least two units, with at least one "one person stretcher" per unit. Body bags and other necessities (body bags and shrouds must be BC Coroner Service approved) required to perform the functions of this contract, will be supplied by the Contractor, and will be used as and when required;
- e) The Contractor should be prepared to provide at least two vehicles, all with equipment in place, available for viewing by the BC Coroners Service prior to the contract being awarded;
- f) The Contractor will be expected to have a "two-way" communication system installed within each vehicle, so as to expedite response time to multiple death scenes. Cellular telephones are acceptable;
- g) Two (2) persons will be required to attend all calls or as authorized by the Coroner. Each person attending a call will be presentably dressed in either a suit or appropriate sports jacket (or weather appropriate jacket) including shirt and tie. The Contractor's employees, by their behaviour and conduct, represent the Coroners Service to the public. Thus, decorum is of paramount importance when present at a death scene, removal or morgue attendance;
- h) The Contractor will ensure that its employees are sufficiently trained and familiar with completing necessary morgue documentation, morgue access protocols and awareness of general police and coroner protocols at a death scene;

- i) The Contractor will be required to submit written copies of criminal records checks for its employees. No contract will be awarded unless all of the Contractor's employees who will be employed in carrying out the services listed; have passed a criminal records check to the Province's satisfaction;
- j) All vehicle drivers will hold and retain a current valid BC Driver's License and comply with all requirements of the Motor Vehicle Act;
- k) The Contractor and its employees will follow direction of the Regional Coroner/Coroner with jurisdiction;
- l) The Contractor must be registered with WorkSafe BC/Worker's Compensation Board in which case WorkSafe BC/WCB coverage must be maintained for the duration of the contract. Prior to receiving any payment, the Contractor may be required to submit a WorkSafe BC/WCB Clearance Letter indicating that all WorkSafe BC/WCB assessments have been paid;
- m) Insurance - Any contract resulting from this Request for Proposal may require the Contractor, without limiting its obligations or liabilities and its own expense, provide and maintain throughout the contract term, the following insurances with insurers licensed in British Columbia in forms acceptable to the Province. All required insurance endorsed to provide the Province with 30 days' written notice of cancellation or material change. The Contractor will provide the Province with evidence of required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the contract. Comprehensive Commercial General Liability in the amount of not less than \$2,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the contract. The Province is to be added as an additional insured and the policy shall contain a cross liability clause. Automobile Liability on all vehicles owned, operated or licensed in the name of the Contractor in the amount of not less than \$2,000,000
- n) This Agreement includes a 30 day cancellation privilege for Ministry use.
- o) Invoices are to be submitted monthly and are to include the following details:  
 Date of Service;  
 Name(s) of the deceased person(s);  
 Transfer address (location);  
 Delivery address (location);  
 Charges, number of units and cost per unit transported;  
 Name of Coroner authorizing callout;  
 Coroner's Case Number



## Schedule B - Fees and Expenses

### 1. FEES:

#### Kamloops/Okanagan Valley

**Zone 1:** Flat rate per call within 100 kms of service areas (0-100) for Kamloops, Kelowna, and Penticton. This flat rate includes body bags, gloves, sealed Containers etc. \$340.00

**Zone 2:** includes the next additional 100 kms of service (101-200) add \$50.00

**Zone 3:** Includes the next additional 100 kms of service (201-300) add and so on \$50.00

**Additional units:** carried in the same vehicle and from the same case \$100.00

**For Hospital to Hospital (zones apply) re: autopsy, in the same vehicle** \$340.00  
a flat rate additional units at \$100.00

**Gas:** Costs will be reviewed annually from contract start date and Adjusted to the price of that day for the coming year forward \$1.00/L

### 2. EXPENSES:

Expenses: Expenses will not be paid under this Agreement.

### 3. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: \$720,000.00 is the maximum amount of fees and expenses which we must pay to you under sections 1 and 2 of this Schedule.

### 4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to us Monthly a written statement of account in a form satisfactory to us containing:

- (a) the Contractor's legal name and address;

- (b) the date of the statement;
- (c) calculation of all fees claimed under this Agreement, including a declaration that the Services for which you claim fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable;
- (e) a description of this Agreement to which the statement relates;
- (f) a statement number for identification; and
- (g) any other billing information reasonably requested by the Province.

5. **PAYMENTS DUE:**

**Payments Due:** Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees and expenses claimed in the statement if they are in accordance with this Schedule.

6. **WITHHOLDING TAX:**

If the Contractor is not a resident in Canada, the Province may be required under the *Canadian Income Tax Act* to withhold income tax from the fees described in paragraph 1 of this Schedule and to then remit that tax to the Receiver General of Canada on the Contractor's behalf.



## Schedule C - Approved Subcontractor(s)

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NOT APPLICABLE



## Schedule D - Insurance

1. The Contractor, without limiting its obligation or liabilities and at its own expense, purchase and maintain throughout the term of this agreement the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
  - (a) Commercial General Liability in an amount not less than 2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
    - (i) include the Province as an additional insured;
    - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change; and
    - (iii) include a cross liability clause.
2. All insurance described in paragraph 1 of this Schedule must:
  - (a) be primary; and
  - (b) not require the sharing of any loss by any insurer of the Province.
3.
  - (a) Within 10 working days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance
  - (b) If the insurance polic(ies) expire before the end of the term of this agreement, the Contractor must provide within 10 working days of expiration, evidence of new or renewal polic(ies) of all expired insurance in the form of a completed Province of British Columbia Certificate of Insurance
  - (c) Notwithstanding paragraph 3(a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor shall provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this schedule in its sole discretion.



## Schedule E - Privacy Protection Schedule

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by the Minister of Public Safety and Solicitor General (the "Province") and C. THOMPSON & SON LTD. (the "Contractor") respecting Contract #SGBCCS10157110001 (the "Agreement").

### Definitions

1. In this Schedule,
  - (a) "access" means disclosure by the provision of access;
  - (b) "Act" means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time;
  - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

### Purpose

2. The purpose of this Schedule is to:
  - (a) enable the Province to comply with its statutory obligations under the Act with respect to personal information; and
  - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

### Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

### Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

#### **Requests for access to personal information**

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Correction of personal information**

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Protection of personal information**

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

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

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

#### **Retention of personal information**

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

#### **Use of personal information**

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is:
  - (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
  - (b) in accordance with section 13.

#### **Disclosure of personal information**

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

#### **Inspection of personal information**

18. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of



the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

#### **Compliance with the Act and directions**

19. The Contractor must in relation to personal information comply with:
  - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Province under this Schedule.
20. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

#### **Notice of non-compliance**

21. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

#### **Termination of Agreement**

22. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

#### **Interpretation**

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
24. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
25. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
26. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
27. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 28, the law of any jurisdiction outside Canada.
28. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



## Schedule F - Additional Terms

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### VEHICLE FUEL:

All pricing with respect to vehicle fuel is to remain firm for a minimum one year period, at which point it will be reviewed by the B.C. Coroners Service. Any resulting price adjustment will also remain firm for a minimum one year period. All other pricing is to remain firm for the full duration of the contract term.



## Schedule G - Security

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NOT APPLICABLE

# GENERAL SERVICE AGREEMENT



BRITISH  
COLUMBIA

The Best Place on Earth

## For Administrative Purposes Only

Ministry Contract No.: SG/BCCS/3157/004372

Requisition No.: \_\_\_\_\_

Solicitation No.(if applicable): P556-BCCS 4372

Commodity Code: \_\_\_\_\_

### Contractor Information

Supplier Name: SQUAMISH FUNERAL CHAPEL LTD

Supplier No.: 630830

Telephone No.: 604-898-5121

E-mail Address: SQUAMISHFUNERALCHAPEL@TELUS.NET

Website: \_\_\_\_\_

### Financial Information

Client: 010

Responsibility Centre: 15710

Service Line: 11761

STOB: 6055

Project: 1500000

Template version: October 21, 2010

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**SCHEDULE A – SERVICES**

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- Part 2 - Services
- Part 3 - Related Documentation
- Part 4 - Key Personnel

**SCHEDULE B – FEES AND EXPENSES**

- Part 1 - Maximum Amount Payable
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- Part 3 - Expenses
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**SCHEDULE C – APPROVED SUBCONTRACTOR(S)**

**SCHEDULE D – INSURANCE**

**SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

**SCHEDULE F – ADDITIONAL TERMS**

**SCHEDULE G – SECURITY SCHEDULE**

THIS AGREEMENT is dated for reference the 24<sup>th</sup> day of February, 2012.

BETWEEN:

Squamish Funeral Chapel Ltd. (the "Contractor") with the following specified address and fax number:  
40440 Tantalus Wy, Box 99  
Garibaldi Highlands, BC V0N 1T0  
Fax: 604-898-4460

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by The Ministry of Justice (the "Province") with the following specified address and fax number:  
800-4720 Kingsway, Burnaby BC  
V5H 4N2  
Fax: 604-660-7766

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

## 1 DEFINITIONS

### General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

### Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

## 2 SERVICES

### Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.



## Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

## Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

## Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

## Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

## Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

## Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

## Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

## Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

## 3 PAYMENT

### Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
  - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and

- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

#### Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

#### Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

#### Appropriation

- 3.4 The Province's obligation to pay money to the Contractor 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.

#### Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

#### Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

#### Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

#### Refunds of taxes

- 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

#### 4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
  - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
  - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
  - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
  - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
  - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

#### 5 PRIVACY, SECURITY AND CONFIDENTIALITY

##### Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

##### Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

##### Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

#### Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

#### Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

### 6 MATERIAL AND INTELLECTUAL PROPERTY

#### Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

#### Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

#### Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

#### Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
  - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

### 7 RECORDS AND REPORTS

#### Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

#### Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

#### 8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

#### 9 INDEMNITY AND INSURANCE

##### Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

##### Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

##### Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

##### Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
  - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

##### Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

## 10 . FORCE MAJEURE

### Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
  - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
  - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
  - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
  - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

### Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

### Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

## 11 DEFAULT AND TERMINATION

### Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
  - (i) an Insolvency Event,
  - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
  - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
  - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
  - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
  - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
  - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
  - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or

- (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

#### Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
  - (b) pursue any remedy or take any other action available to it at law or in equity; or
  - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

#### Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

#### Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

#### Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
  - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

#### Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

#### Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

## 12 . DISPUTE RESOLUTION

### Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
  - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

### Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

### Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

## 13 MISCELLANEOUS

### Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
  - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
  - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

### Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

### Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.



#### Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
  - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

#### Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

#### Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

#### Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

#### Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

#### Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

#### Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
  - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

#### Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

#### Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

#### Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

#### Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

#### Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

#### Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
  - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

#### Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

#### Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

#### Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

#### Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

## Governing law

- 13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

## 14 INTERPRETATION

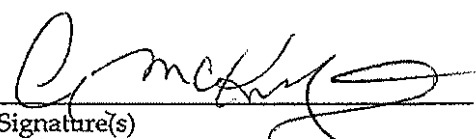
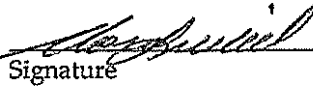
### 14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

## 15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>18</u> day of <u>MARCH</u>, 2012 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> Signature(s)</p> <p><u>George McKenzie</u> Print Name(s)</p> <p><u>President</u> Print Title(s)</p>	<p>SIGNED on the <u>26</u> day of <u>MARCH</u>, 2012 on behalf of the Province by its duly authorized representative:</p> <p> Signature</p> <p><u>NORM LEIBER</u> Print Name</p> <p><u>DEPUTY CHIEF COUNSELLOR</u> Print Title</p>
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## Schedule A – Services

### PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on April 1, 2012 and ends on March 31, 2015.
2. An option, exercisable by the Province, to extend the contract by two (2) additional years, to March 31, 2017.

### PART 2. SERVICES:

The British Columbia Coroners Service (BCCS) is responsible for the investigation of all unnatural, sudden and unexpected, unexplained or unattended deaths within British Columbia. The BCCS engages external suppliers for the removal of deceased persons from the place of origin (death) and transportation. In some situations a return to the place of origin will be required.

The contractor will provide body removal and transportation to nearby morgues, funeral homes, hospitals or other sites as directed by the Coroner for deaths that occur in the area along the Sea-To-Sky highway (Hwy 99) including Pemberton, south to the limits of (but not including) West Vancouver.

### Outputs

The Contractor must:

- Provide the removal and transportation of deceased persons to a site directed by the coroner on a twenty-four hour "on-call" basis, with the expectation that the contractor will be at the site of origin within two hours of the call under normal circumstances;
- Respond to service requests with two persons attending. Each person attending a call will be presentably dressed according to the conditions, and must at all times treat the decedent with dignity and respect;
- Perform criminal background checks for all drivers and attendants that will be responding to service. These must be provided to BCCS prior to the contract being awarded and throughout the term of the contract as staffing changes occur;
- Ensure that vehicle drivers will hold and retain a current valid BC Driver's License and comply with all requirements of the Motor Vehicle Act;
- Employ some form of "two-way" communication system to/from the vehicles (cellular telephones, for example);
- Ensure that each deceased person be covered with a shroud or body bag, which will remain intact with the deceased person. The shrouding may be of plastic material, and must be supplied by the successful proponent at its expense;
- Possess and make available to the Coroner upon request a sealed lockable container which is suitable for transporting remains;
- Be registered with WorkSafe BC/Worker's Compensation Board in which case WorkSafe BC/WCB coverage must be maintained for the duration of the contract. Prior to receiving any payment, the Contractor may be required to submit a WorkSafe BC/WCB Clearance Letter indicating that all WorkSafe BC/WCB assessments have been paid.

### **Inputs**

The contractor must provide sufficient training to employees that will be responding to service so as to be familiar with the completion of necessary morgue documentation, morgue access protocols and awareness of general police and coroner protocols at a death scene;

### **Outcomes**

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Provide the removal and transportation of deceased persons within the geographic zone, in such a way that meets the requirements denoted above;

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

### **Reporting requirements**

Not applicable

### **PART 3. RELATED DOCUMENTATION:**

Not applicable

### **PART 4. KEY PERSONNEL:**

Not applicable

## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$85,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### 2. FEES:

#### **Rate per Unit/Deliverable**

**Fees:** Body Removal and Transportation at a rate of \$275.00 per unit transported by the Contractor as Services during the Term up to 309 units. For service provided between April 1, 2015 through to March 31, 2017 the rate per unit will be increased to \$295.00.

When two (2) or more bodies are to be transported from the same origin to the same destination, the second and any subsequent unit (body) will be paid at a rate of \$100.

If the Coroner instructs that the body be returned to the Place of Origin, an additional fee of \$100 per unit will be paid.

The BCCS will pay an additional \$1/KM for transportation in excess of 70KM from the place of origin.

Fees for refrigerated body storage will incur a fee of \$25 per body per day. Additionally, the BCCS will pay \$25 per occurrence for access to a body (for identification, to draw samples for toxicology testing or for any other reason). BCCS will pay \$126 for toxicology samples drawn by the Contractor if directed by the coroner.

### 3. EXPENSES:

#### **Expenses:**

None. The costs for body bags, gloves, shrouds, other personal protection equipment, and ancillary supplies are to be assumed by the Contractor.

### 4. STATEMENTS OF ACCOUNT:

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement for a period of no more than 31 consecutive days (a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of service calls received with dates, a listing the name(s) of the deceased person(s), place of origin (or address), delivery destination (or address), KM charge if applicable, and coroner case number, for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any HST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;

- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

**5. PAYMENTS DUE:**

**Payments Due:** Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

**Schedule C – Approved Subcontractor(s)**

Not applicable



#### Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
  - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
    - (i) include the Province as an additional insured,
    - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
    - (iii) include a cross liability clause;
  - (b) Automobile Liability on all vehicles owned, operated or licensed by the Contractor in an amount not less than \$2,000,000 per occurrence, and where applicable the Contractor may show evidence of this insurance using an ICBC Confirmation of Insurance Coverage (APV-47) form in place of the requirement for the BC Certificate of Insurance.
2. All insurance described in section 1 of this Schedule must:
  - (a) be primary; and
  - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
  - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
  - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
  - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

## Schedule E – Privacy Protection Schedule

### Definitions

1. In this Schedule,

- (a) "access" means disclosure by the provision of access;
- (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

### Purpose

2. The purpose of this Schedule is to:

- (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
- (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

### Collection of personal information

- 3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
- 5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

### Accuracy of personal information

- 6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

### Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Correction of personal information**

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Protection of personal information**

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

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

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

#### **Retention of personal information**

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

#### **Use of personal information**

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

#### **Disclosure of personal information**

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

#### **Notice of foreign demands for disclosure**

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

#### **Notice of unauthorized disclosure**

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

#### **Inspection of personal information**

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

#### **Compliance with the Act and directions**

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

#### **Notice of non-compliance**

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

#### **Termination of Agreement**

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

### **Interpretation**

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

**Schedule F – Additional Terms**

Not applicable

## Schedule G – Security Schedule

### Definitions

1. In this Schedule,
  - (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
  - (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
  - (c) "Information" means information
    - (i) in the Material, or
    - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
  - (d) "Record" means a "record" as defined in the *Interpretation Act*;
  - (e) "Sensitive Information" means
    - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
    - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
  - (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
    - (i) the Contractor or a subcontractor if an individual, or
    - (ii) an employee or volunteer of the Contractor or of a subcontractor.

### Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

### Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

### Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain

and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

#### **Services Worker activity logging**

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
  - (a) their access to Sensitive Information; and
  - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

#### **Facilities and Equipment protection and access control**

7. The Contractor must create, maintain and follow a documented process to:
  - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
  - (b) limit access to Facilities and Equipment of the Contractor
    - (i) being used by the Contractor to provide the Services, or
    - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

#### **Sensitive Information access control**

9. The Contractor must:
  - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
  - (b) comply with the information access control requirements set out in Appendix G3, if attached.

#### **Integrity of Information**

10. The Contractor must:
  - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
  - (b) comply with the information integrity requirements set out in Appendix G4, if attached.



11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
  - (a) remained as complete as when it was acquired or accessed by the Contractor; and
  - (b) not been altered in any material respect.

#### **Documentation of changes to processes**

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

#### **Notice of security breaches**

13. If Contractor becomes aware that:
  - (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
  - (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

#### **Review of security breaches**

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

#### **Retention of Records**

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

#### **Storage of Records**

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

#### **Audit**

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
  - (a) any Records in the possession of the Contractor containing Information; or

- (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

#### **Termination of Agreement**

- 18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

#### **Interpretation**

- 19. In this Schedule, unless otherwise specified:
  - (a) references to sections are to sections of this Schedule; and
  - (b) references to appendices are to the appendices attached to this Schedule.
- 20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
- 21. The appendices attached to this Schedule are part of this Schedule.
- 22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
- 23. If there is a conflict between:
  - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
  - (b) a documented process required by this Schedule to be created or maintained by the Contractorthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
- 24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

## SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor determine whether or not a Services Worker constitutes an unreasonable security risk.

### Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,\* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none"><li>• B.C. driver's licence or learner's licence (must have photo)</li><li>• B.C. Identification (BCID) card</li></ul> <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none"><li>• Canadian birth certificate</li></ul> <p>Issued by Government of Canada:</p> <ul style="list-style-type: none"><li>• Canadian Citizenship Card</li><li>• Permanent Resident Card</li><li>• Canadian Record of Landing/Canadian Immigration Identification Record</li></ul>	<ul style="list-style-type: none"><li>• School ID card (student card)</li><li>• Bank card (only if holder's name is on card)</li><li>• Credit card (only if holder's name is on card)</li><li>• Passport</li><li>• Foreign birth certificate (a baptismal certificate is not acceptable)</li><li>• Canadian or U.S. driver's licence</li><li>• Naturalization certificate</li><li>• Canadian Forces identification</li><li>• Police identification</li><li>• Foreign Affairs Canada or consular identification</li><li>• Vehicle registration (only if owner's signature is shown)</li><li>• Picture employee ID card</li><li>• Firearms Acquisition Certificate</li><li>• Social Insurance Card (only if has signature strip)</li><li>• B.C. CareCard</li><li>• Native Status Card</li><li>• Parole Certificate ID</li><li>• Correctional Service Conditional Release Card</li></ul>

\*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

### Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

### Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

### Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.