Schedule B - Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$2,700,000 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 10.01 (c) of this Agreement).

2. FEES:

Upon receipt of monthly statements of accounts, we must pay to you the full value of actual expenses according to the statement of account of actual costs, exclusive of any applicable taxes described in section 10.01 (c) of this Agreement, incurred for performing the Services during the Term. The total fees must not exceed the total value of the contract.

3. EXPENSES:

Excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

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 the Province for a period from and including the 1st day of a month to and including the 30th day of that month (each a "Billing Period"), you must deliver to us 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;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST 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;
- the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- a description of this Agreement to which the statement relates;
- (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. Page 3

Harper, Caryl HLTH:EX

Subject: Location:

RFP Consensus Meeting TBD

Start: End:

Thu 2013-05-16 8:30 AM Thu 2013-05-16 11:00 AM

Recurrence:

(none)

Caryl Harper meeting with RFP Review Team and Contract Services for RFP#HL189