

MASTER STANDING AGREEMENT #CS-000745

THIS MASTER STANDING AGREEMENT is made the 1st day of September, 2014.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Technology, Innovation and Citizens' Services

(the "Province")

AND:

MOTION LP, dba Motion Specialties, a body corporate incorporated under the laws of British Columbia and having an office at **101 – 8255 North Fraser Way, Burnaby, B.C. V3N 0B9**

(the "Contractor")

WHEREAS:

- A. The Province issued the Request for Proposals for the purchase of Mobility Devices and Durable Medical Equipment;
- B. The Contractor submitted a proposal in response to the Request for Proposals; and
- C. The parties wish to enter into this Agreement on the terms and conditions set forth in this Agreement.

NOW THEREFORE in consideration of the premises and the covenants, agreements, representations, warranties and payments set out in this Agreement, the parties agree as follows:

DEFINITIONS

- 1. In this Master Standing Agreement:
 - a) **"Administrative Requirements"** means those requirements set out in Schedule "B";
 - b) **"Client"** means a recipient eligible for Mobility Devices and Durable Medical Equipment pursuant to a program or legislative scheme administered by the Province or any Entity, such as, but not limited to, the *Employment and Assistance for Persons with Disabilities Act* and its regulations, the At Home Program and the Children in Care Medical Benefits Program of MCFD;

- c) **"Customer"** means a recipient covered by the Insurance (Vehicle) Act and Insurance (Vehicle) Regulation, and Part 7 No Fault Accident Benefits, and is synonymous with the definition of "Client";
- d) **"Draw Down"** means any written form by the Province or an Entity that contains the information set out in section 6, and 7 of this Agreement and that is submitted to the Contractor by the Province or an Entity;
- e) **"Durable Medical Equipment" or "Equipment"** means:
 - (i) hospital beds and pressure relief mattresses;
 - (ii) lifting devices/slings;
 - (iii) bathroom aids such as commodes/safety/transfer bench and similar products;
 - (iv) alternate positioning devices, ambulatory aids, therapy equipment (balls/mats etc.), specialized paediatric car seat, and aids for daily living which includes grab bars, hand rails, super poles and threshold ramps;
- f) **"Entity"** means, including without limitation, any Entity listed as a "CSA Approved User" under the heading "CSA User's List" on the Province's website located at www.pss.gov.bc.ca/csa/pdfs/approved_csa_users.pdf as such list may be revised from time to time at the sole and absolute discretion of the Province;
- g) **"Event of Default"** has the meaning ascribed to it in section 18 of this Agreement;
- h) **"Injured Worker"** means a worker covered by the *Workers Compensation Act* R.S.B. C. 1996 c. 492 as amended, and is synonymous with the definition of "Client";
- i) **"Master Standing Agreement", "Agreement" or "MSA"** means this Agreement;
- j) **"Ministries"** mean the Ministry of Children and Family Development ("MCFD") and the Ministry of Social Development and Social Innovation ("SDSI");
- k) **"Mobility Devices"** means powered wheelchairs (including batteries), wheelchair tilt/recline systems, manual wheelchairs (standard and custom), power scooters (including batteries) and commercial wheelchair seating systems meaning commercially available items which provide positioning in a new or existing Mobility Device and all related components including any custom or modified items used to complete and install these systems;
- l) **"Prices"** means the prices payable for the Mobility Devices and Durable Medical Equipment and associated services, as set out in Schedule "A";

- m) **“Procurement Services Branch”** means the Procurement Services Branch of the Province’s Ministry of Technology, Innovation and Citizens’ Services;
- n) **“Purchase Order”** is synonymous with the term “Draw Down”;
- o) **“Request for Proposals” or “RFP”** means the Ministry of Technology, Innovation and Citizens’ Services Request for Proposals Number: ON-002508; for Mobility Devices and Durable Medical Equipment;
- p) **“Term”** has the meaning set out in section 2 of this Agreement; and
- q) **“Services”** means those services described in Schedule “A”.

TERM

- 2. Notwithstanding the date of execution and delivery of this Agreement, the term of this Agreement will commence on September 1, 2014 and terminate on August 31, 2016 unless extended pursuant to section 3 or sooner terminated in accordance with sections 19 or 20.
- 3. This Agreement may be renewed for three (3) additional one-year periods, at the sole and absolute discretion of the Province, on the terms and conditions described herein except this provision as to renewal and Term.

MASTER STANDING AGREEMENT

- 4. The Contractor hereby agrees to supply, as, if and when requested by way of a Draw Down issued by the Province or an Entity, the Mobility Devices and Durable Medical Equipment and associated services.
- 5. The Contractor acknowledges and agrees that:
 - (a) the execution of this Master Standing Agreement does not oblige the Province or any Entity to authorize or order any or all of the Mobility Devices and Durable Medical Equipment or associated Services;
 - (b) the Province makes no representations or guarantees that the Contractor will receive any Draw Downs against the MSA, and makes no commitments or representations as to the number or value of orders that may be requested over the Term;
 - (c) the Province or an Entity will only be responsible for the purchase of such Mobility Devices and Durable Medical Equipment and associated services as is set out in a Draw Down, which has been issued in accordance with the provisions of this Agreement;

- (d) there is no obligation on the Province, the Ministries or any Entity to issue any Draw Down;
- (e) the Province makes no representation or guarantee that Draw Downs will be evenly distributed amongst the Contractors selected pursuant to the RFP, and the Province does not intend to establish a policy or procedure designed to provide even distribution of Draw Downs;
- (f) Clients of the Ministries may influence which Contractor is selected to receive a Draw Down;
- (g) either the Injured Worker or the Entity may determine which Contractor is selected to receive a Draw Down;
- (h) an Entity reserves the right to procure the Mobility Devices and Durable Medical Equipment and associated Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
- (i) neither Entities nor the Contractor will be required to agree to any other terms or conditions other than those set out in this Agreement; and
- (j) the Contractor will not apply restrictions regarding the number of Entities wishing to use the Master Standing Agreement.

DRAW DOWN MECHANISM

- 6. The Mobility Devices and Durable Medical Equipment and associated services may be ordered by issuance of a Draw Down by the Province or an Entity.
- 7. The Contractor will treat as valid any Draw Down that includes the following:
 - (a) the Master Standing Agreement reference number;
 - (b) clearly describes the Mobility Devices and Durable Medical Equipment which are being ordered; and
 - (c) any applicable specifications, as described in Schedule "B" – Administrative Requirements.
- 8. If there is any conflict or inconsistency among any of the provisions of the following documents:
 - (a) this Master Standing Agreement; and
 - (b) a Draw Down,

then the order of precedence will be (a) and then (b).

FEEES

9. The Province will pay to the Contractor, in full, payment for providing the Services, the fees in the amounts set out in Schedule "A" attached to this Agreement, for the Services ordered under a valid Draw Down, and the Contractor will accept such fees as full payment of the amounts owing by the Province under this Agreement. The Contractor acknowledges and agrees that the Province will not be responsible for any fees that exceed an applicable funding limit or Common Items quoted pricing for Mobility Devices, Equipment or associated services, as set out in Schedule "A".

REPRESENTATIONS

10. The Contractor represents and warrants to the Province that:
 - (a) in the case of a limited company or a corporation within the meaning of the *Business Corporations Act*, that it is duly organized and validly existing under the laws of British Columbia, under the laws of Canada, or under the laws of any other province, state or country in which case it is registered extra-provincially in British Columbia;
 - (b) in the case of a partnership as defined in the *Partnership Act*, that it is duly organized and validly existing under the laws of British Columbia or under the laws of any other province, state or country, and that it is registered in or registered extra-provincially in British Columbia if required at law;
 - (c) in the case of a partnership as defined in the *Partnership Act*, that section 10(a) is true of any limited company or corporation within the meaning of the *Business Corporations Act* that is a partner in the partnership;
 - (d) in the case of a joint venture, that each venture in the joint venture is either an individual, a limited company or a corporation within the meaning of the *Business Corporations Act*, or a partnership as defined in the *Partnership Act*;
 - (e) in the case of a joint venture, that section 10(a) is true with respect to any limited company or corporation within the meaning of the *Business Corporations Act* that is a venturer in the joint venture, and that section 10(b) is true with respect to any partner as defined in the *Partnership Act* that is a venture in the joint venture;
 - (f) the Contractor, or in the case of a Contractor which is a joint venture each of the venturers that form the joint venture, has or have full legal capacity to execute the MSA, and all necessary steps have been taken to authorize the execution and delivery of the MSA by the contractor or by each of the venturers in the case of a Contractor which is a joint venture;

- (g) is fully legally authorized, licensed and permitted to provide the Mobility Devices and Durable Medical Equipment and the associated Services;
 - (h) it has the power and capacity to enter into the Agreement and to comply with each and every term and condition in the Agreement;
 - (i) all necessary proceedings have been taken to authorize the execution and delivery of the Agreement by the Contractor;
 - (j) all statements, representations or information, whether oral or written, made, furnished or given by the Contractor, its directors, officers or anyone acting on behalf of the Contractor, to the Province in connection with this Master Standing Agreement and the RFP are materially correct and accurate;
 - (k) it has no knowledge of any fact that materially adversely affects or, so far as it can foresee, might materially adversely affect its condition or its ability to fulfill its obligations under this Master Standing Agreement or the Agreement;
 - (l) it is not in breach of any law, statute, regulation, or by-law applicable to its operations;
 - (m) it holds all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct its business; and
 - (n) it has, and will provide and maintain throughout the term of this Master Standing Agreement, sufficient staff, servants, employees, subcontractors, materials and appropriate resources in place and available to it to fully perform and provide their obligations under this Master Standing Agreement.
11. All representations, warranties, covenants and agreements made in this Agreement are material and the Province has relied on them, notwithstanding any prior or subsequent investigation by the Province.

COVENANTS

12. The Contractor will:
- (a) make application for, obtain and remit to the Province any applicable refund or remission of federal and provincial taxes, duties or impost available with respect to any articles, materials or equipment used in connection with this Agreement;
 - (b) supply all labour, materials and approvals necessary to provide the Services at its own expense;
 - (c) comply with all applicable municipal, provincial and federal laws;

- (d) ensure that all persons employed by it in connection with the provision of the Services are competent to perform them, adequately trained, fully instructed and supervised;
- (e) in the event that the Contractor receives a Draw Down that exceeds or may exceed the Contractor's ability to supply the Services ordered, provide immediate notice to the Province of its inability to meet the order as described in the Draw Down;
- (f) upon termination of this MSA, continue to honour and perform associated services under the Coverage Period and the manufacturer's warranty, as applicable, as if this Agreement continued in force, notwithstanding the termination of the MSA prior to the expiry of the Coverage Period or manufacturer's warranty;
- (g) ensure that all prices are FOB destination with the exception of the ICBC/WorkSafeBC Expedited Delivery, which must be approved in advance for delivery;
- (h) not charge the Province, any Entity, or any Client any fee for assessment, fitting, trial, consultation, freight or delivery, excepting ICBC/WorkSafeBC Expedited Delivery; and
- (i) not induce, financially or otherwise, a Therapist to refer a Client for the purchase of Mobility Devices or Equipment.

PRIVACY

- 13. The Contractor will comply with the Privacy Protection Schedule attached as Schedule "C" to this Agreement.
- 14. In addition to any obligation of privacy or confidentiality arising from section 13 above, the Contractor will treat as confidential all information accessed or obtained by the Contractor as a result of this Agreement, and will 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;
 - (b) as required to comply with applicable laws; or
 - (c) if it is information that is generally known to the public other than as a result of a breach of this Agreement.

AMENDMENTS AND NON-WAIVER

- 15. No change to this Agreement will be valid unless made by way of an amendment signed by both the Contractor and the Province.

16. No provision of this Agreement and no breach by the Contractor of any such provision will be deemed to have been waived unless such waiver is in writing and signed by the Province.
17. The written waiver by the Province of any breach of any provision of this Agreement by the Contractor will not be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.

DEFAULT AND TERMINATION

18. Each of the following occurrences will be deemed to be an Event of Default for the purposes of this Agreement:
 - (a) the breach or failure of the Contractor in the due observance or performance of any of its obligations, Services, warranties or covenants contained in this Agreement;
 - (b) the Contractor fails to perform the Services in a manner satisfactory to the Province;
or
 - (c) the Contractor becomes insolvent or commits an act of bankruptcy or makes a general assignment for the benefit of its creditors or a proposal under the *Bankruptcy Act* (Canada) or otherwise acknowledges its insolvency.
19. Upon the occurrence of an Event of Default, then, and in addition to any other remedy or remedies available to the Province, the Province may, at its option, terminate this Agreement by the Province giving written notice of termination to the Contractor and when such option is exercised, the Province will be under no further obligation to the Contractor except to pay to the Contractor such fees and expenses as the Contractor maybe entitled to receive under this Agreement for Services delivered prior to the date the said notice is given to the Contractor.
20. Notwithstanding any other provision of the Agreement, the Province may terminate the Agreement at any time and for any reason by providing not less than ninety (90) days written notice to the other party.
21. The Contractor agrees to fulfill any Draw Downs made in accordance with the terms and conditions of this Master Standing Agreement and made before the expiry of such notice period specified in section 19 of this Master Standing Agreement, which will include performing any associated services under the Coverage Period and the manufacturer's warranty, as applicable, notwithstanding the termination of the MSA prior to the expiry of the Coverage Period or manufacturer's warranty period.
22. If the Province terminates this Agreement pursuant to section 19, then the Province will be under no further obligation except to pay to the Contractor such amount as the Contractor may be entitled to receive, pursuant to any Draw Down made in accordance

with the terms and conditions of this Master Standing Agreement and issued before the date of termination, for Services actually received by the Province pursuant to such Draw Down.

APPROPRIATION

23. Notwithstanding any other provision of this Agreement, the payment of funds by the Province to the Contractor pursuant to this Agreement is subject to the provisions of the *Financial Administration Act* (the "FAA"), subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the FAA, to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and
 - (b) Treasury Board, as defined in the FAA, has not controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in sub-paragraph (a) of this section.

INDEMNITY AND INSURANCE

24. The Contractor will 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, where the same 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.
25. The Contractor will without limiting its obligation of liabilities and at its own expense, provide and maintain through the MSA Term, Comprehensive General Liability Insurance in an amount of not less than \$5,000,000.00 inclusive per occurrence insuring against bodily injury, personal injury, property damage, products liability, and blanket Contractual liability under this Agreement with insurers licensed in the Province of British Columbia and in the forms and amounts acceptable to the Province and the Province shall be added to the policy as an additional insured. All required insurance will be endorsed to provide the Province with 30 days advance written notice of cancellation or material change.

The Contractor will provide the Province with evidence of the required insurance in the form of a completed Province of British Columbia Certificate of Insurance within 30 days of notice of award. The Certificate of Insurance is to be completed by the Contractor's Insurance Agent/Broker and submitted to the Procurement Services Branch, Attention: Tracy Carroll.

FORCE MAJEURE

26. Notwithstanding any other provision to the contrary, neither party hereto will be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Agreement, if the same will be due to any strike, lockout, civil commotion, invasion, rebellion, hostilities, sabotage, government regulations or controls, or acts of God.

NOTICES

27. Any notice, other document or payment that either party may be required or may desire to give to the other will be conclusively deemed validly given to and received by the addressee, if delivered personally on the date of delivery or if mailed, on the third business day after the mailing of the same in British Columbia by prepaid post addressed

if to the Province:

**Procurement Services Branch
c/o 3rd floor, 563 Superior Street
Victoria, B.C. V8V 1T7
Attention: Tracy Carroll, Procurement Specialist**

and, if to the Contractor:

**Motion LP
dba Motion Specialties
101-8255 North Fraser Way
Burnaby, B.C. V3N 0B9**

28. Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for the purposes of section 26, be conclusively deemed to be the address of the party giving such notice.
29. In addition to the provision of section 27, any notice, report, direction or document transmitted by facsimile transmission from either party will be conclusively deemed validly given to and received by the intended recipient when so transmitted if transmitted to the following numbers:

if to the Province: (250) 387-7309

and if to the Contractor: (604) 516-3086

MISCELLANEOUS

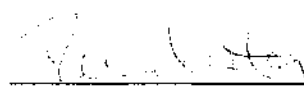
30. If the Contractor is a joint venture, each venture within the joint venture shall be jointly and severally liable for the representations, warranties, debts and obligations of the joint venture made, given or incurred, pursuant to, or as a result of or arising from the MSA, notwithstanding the nature of the legal relationship between the venturers.
32. This Agreement will be governed by and is to be construed in accordance with the laws of the Province of British Columbia.
33. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope of any provision of this Agreement. Words importing the singular number only will include the plural, and vice versa, and words importing gender include all genders.
34. The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
35. This Agreement and its Schedules constitute the entire Agreement between the Province and the Contractor in relation to the Services and may be amended only by written agreement between the parties.
36. 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.
37. Time is of the essence of this Agreement.
38. All provisions of this Agreement in favour of the Province and all rights and remedies of the Province, either at law or in equity, will survive the expiration or sooner termination of this Agreement.
39. This Agreement will be binding upon the Province and its assigns and the Contractor, its successors and permitted assigns.
40. If any provision of this Agreement is found to be invalid, illegal or unenforceable it will be severable from this Agreement and the remaining provisions will not be affected thereby and will be valid, legal and enforceable.
41. 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.

42. In this Agreement,


- (a) the words "includes" and "including" are not intended to be limiting, and
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement.

IN WITNESS WHEREOF the parties have executed this Master Standing Agreement on the date first above written.

SIGNED on behalf of Her Majesty the
Queen in Right of the Province of British
Columbia by a duly authorized representative
of the Minister of Technology, Innovation
and Citizens' Services in the presence of:


(Witness)

Procurement Specialist
(Title)


For the Minister of Technology, Innovation
and Citizens' Services

SIGNED by [CONTRACTOR]



District Manager -- Authorized Signatory)
(Title)

SCHEDULE "A" – PRICES and SERVICES: MOBILITY DEVICES, DURABLE MEDICAL EQUIPMENT

1. In accordance with section 4 of this Agreement, the Contractor will supply, upon receipt of a Draw Down, the Mobility Devices and Durable Medical Equipment listed in Appendix 1 and 2, attached to this Schedule "A", in the quantity and in accordance with the specifications of the Draw Down.
2. Subject to section 3 of this Schedule "A", the Contractor will supply the Mobility Devices and Durable Medical Equipment at the Manufacturer's Suggested Retail Price ("MSRP") less the percentage discount specified for the applicable category of Mobility Devices and Equipment set out in Appendix 1 to this Schedule "A".
3. Notwithstanding any other provision of this Agreement, the Province will not be obliged to pay the Contractor an amount for any Mobility Devices or Durable Medical Equipment that exceeds the following funding limits:

Description of Equipment	Service Technician Hours	SDSI	MCFD
Basic secondary mobility devices		\$1,500.00	\$1,500.00
Power Scooters		\$3,500.00	\$3,700.00
Bariatric Scooters		\$4,500.00	n/a
Ceiling track lift package, LD motor, 2 pieces of track, two slings and reacher including installation		\$4,200.00	\$4,200.00
Replacement of the ceiling track lift unit only		\$3060.00	\$3060.00
Alternate Positioning Devices			\$3,200.00
Replacement G22 gel cell batteries (min. 50A/H) per pair including installation outside of Coverage Period		\$450.00	\$450.00
Installation of bathroom grab bars. Also applies to ICBC and WorkSafeBC.	Two (2) hours at the Service Technician Hourly rate.		Not funded by MCFD
Home Care Bed (Regular)		\$2,200.00	\$3,000.00
Home Care Bed (Low)		\$2,250.00	\$3,000.00
Positioning Bed		\$3,000.00	\$3,000.00

4. Notwithstanding any other provision of this Agreement, any funding limits described in this Schedule "A" may be revised from time to time by the Province, in its sole and absolute discretion, upon written notice to the Contractor.
5. The Province reserves the right in its sole and absolute discretion, to at any time during the term of the Contract, to remove Common Items in Appendix 2 and to request from Contractors pricing on only those items that have been replaced. — — — — —
6. The Province reserves the right, in its sole and absolute discretion, to reject particular manufacturer's product lines upon providing written notice to the Contractor from time to time.

SERVICES

7. In accordance with section 3 of this Schedule, the Contractor will provide, upon receipt of a Draw Down, the following Services, at the times and in accordance with the specifications described in the Draw Down:
 - a. Fitting and trial of Mobility Devices and Durable Medical Equipment;
 - b. Supply of Mobility Devices or Durable Medical Equipment including delivery;
 - c. Deliver to the Client's home all Mobility Devices or Durable Medical Equipment within ten (10) business days upon receipt for a Draw Down under the Contract;
 - d. If after 10 business days the Mobility Devices or Durable Medical Equipment is not delivered to the Client, the Contractor will supply and deliver to the Client's home suitable loaner equipment until such time as the ordered Mobility Devices or Durable Medical Equipment is supplied;
 - e. Repair work within the Coverage Period as further described in sections 38-45 of this Schedule;
 - f. Repair work within the manufacturer's warranty for Generic Product Categories 2-5, with the exception of labour, as further described in Section 36-37 of this Schedule;
 - g. Repair work outside of the Coverage Period or manufacturer's warranty, as further described in sections 53-60 of this Schedule;
 - h. Provision of loaner equipment, as further described in sections 49-50 of this Schedule;
 - i. Recycling of parts removed from Mobility Devices or Durable Medical Equipment during repair;
 - j. Ensure that any Client of SDSI obtaining a Mobility Device signs a copy of the Equipment Care and Responsibility Letter provided by SDSI;
 - k. Rental of Mobility Devices or Durable Medical Equipment for ICBC or WorkSafe BC Clients; and

- l. Expedited Delivery or service for ICBC or WorkSafeBC Clients when approved in advance.
8. For greater certainty, the Contractor is not entitled to charge any additional fee for the Services described in subsections 6(a), (b), (c), (d), (e), (h), (i), and (j) of this Schedule.
9. For Services described in subsection 6(g), (k) and (l) of this Schedule, upon completion of the Services to the satisfaction of the Entity, the Entity will pay the Contractor at the rate described in Appendix 1.
10. The Contractor will, at all times, maintain sufficient staffing and facilities to deliver the Mobility Devices or Durable Medical Equipment and associated services in accordance with the provisions of this Agreement.
11. The Contractor will ensure that all electrical medical equipment purchased under a Draw Down will be approved to CSA 22.2 No. 60601 series of safety standards as applicable. Electrical medical equipment that comes in contact with a patient will be approved to CSA Electrical safety standard Z32-09. Any electrical components of Mobility Devices or Durable Medical Equipment supplied will be certified by an accredited certification organization acceptable to the Province. All costs of approval will be at the Contractor's expense.
12. The Contractor shall ensure that they are in compliance with any requirements from Health Canada under *Medical Devices Regulations* ("MDEL") Section 44(i). All costs related to compliance will be at the Contractor's expense.
13. The Contractor shall ensure that they are compliance with the Criminal Records Review Act at all times during the Term of the Contract.
14. All shipping instructions/labels for products that are to be delivered directly to a Client's home will be addressed as per the sample below:
Client name
c/o 1234 Main Street
Anytown, B.C. V1B 2N3
15. The Contractor will affix labels to the new delivered Mobility Devices with the following information:
 - a. Contractor's Name ;
 - b. toll-free phone number; and
 - c. the month and year of scheduled maintenance within the Coverage Period.

FITTING AND TRIAL

16. The Contractor will perform free assessment (fitting and trial) in consultation with a Therapist before any purchase is authorised.

17. The Contractor will provide new Mobility Devices and Durable Medical Equipment training in its use, to the Client's satisfaction. Any applicable user manuals are to be included.
18. The Contractor will not charge for labour or shop supplies when new Mobility Devices or Durable Medical Equipment are assessed.

QUOTES

19. The Contractor will provide quote(s) for the cost of the Mobility Devices and Durable Medical Equipment and associated services or repairs to the Ministries or Entities when directed by the Ministries, Entities, Therapist or Client at the Contractor's own expense.
20. The Contractor will provide standardized quotes on all items requested by the Ministries or Entity showing the Common Items list price, if applicable, or if not applicable, the MSRP, the relevant discount, the net price by individual item(s) including any items that are not charged, and a subtotal for each Generic Product Category.
21. The invoices submitted by the Contractor should clearly indicate whether an upgrade has been requested, a description of the options or model requested, and the amount the Client will be contributing towards the upgraded Mobility Device or Durable Medical Equipment.
22. For WorkSafeBC, at a minimum, the quote will include the Contractors payce number, the number of items, item description, unit price, discount(s), estimated order lead time and applicable WorkSafeBC fee code. Quotes for equipment purchase and rental are to be submitted separately.

DELIVERY

23. The Contractor will:
 - a. deliver and install the Mobility Device or Durable Medical Equipment (including any users manuals) to the Client's home or an approved alternate location;
 - b. instruct the Client in its correct use;
 - c. work with the Therapist and the Client to ensure that the Mobility Device or Durable Medical Equipment is adjusted and suitable for the Client's needs;
 - d. for WorkSafeBC Clients, obtain sign-off from the Injured Worker stating that the Mobility Devices or Durable Medical Equipment was delivered and that instructions on the safe and proper use was provided;
 - e. work with Client's to continually promote appropriate care and use of all Mobility Device's and Durable Medical Equipment;
 - f. be responsible for the repair and service of any Mobility Devices during the Coverage Period at its own expense;

- g. ensure that when a Client purchases upgrades or an upgraded model of any Mobility Device or Durable Medical Equipment using their own funds. SDSI and/or MCFD will provide the Contractor with a credit for the amount that would have been approved for the basic Mobility Device or Durable Medical Equipment. The Client may then supplement that credit with an alternate source of funding. SDSI and/or MCFD may refuse to approve future repairs, replacement and modifications to upgraded equipment at their sole discretion.

EXPEDITED DELIVERY OR SERVICE CHARGE

- 24. Where an Entity requests a Contractor to provide expedited delivery or service to a Client that is outside of the normal delivery schedule or route frequency of the Contractor, the Contractor shall be paid an additional Expedited Delivery or Service Charge. The Expedited Delivery or Service Charge shall include all labour, vehicle expenses, meals, accommodation and any other expense(s) related to the delivery or service.
- 25. The Contractor must provide a quote for the expedited delivery or service to the Entity for authorization prior to the expedited delivery or service occurring.

UPGRADES

- 26. In the event that the Clients of SDSI or MCFD choose to upgrade a Mobility Device or Durable Medical Equipment, a credit will be provided to the Contractor for the amount that would have been paid for the basic Mobility Device or Durable Medical Equipment.
- 27. SDSI or MCFD may refuse to approve future repairs, replacement and modifications to upgraded equipment at their sole discretion.
- 28. If an Injured Worker requests and purchases upgrades that were not approved by WorkSafeBC, the Injured Worker shall be responsible for the cost of repair.

RENTAL OF EQUIPMENT

- 29. Entities may, on an as, if and when requested basis, rent equipment from the Contractor. Rental equipment will only be provided on prior approval from the Entity.
- 30. Rental equipment sanitation will meet the applicable Health Authority guidelines for equipment sanitation.
- 31. Payment for the rental of Mobility Devices and Durable Medical Equipment by ICBC and WorkSafe BC will be at the rates quoted by the Contractor in advance of the rental.
- 32. The Contractor will advise the Entity when the cost of equipment rental is approaching the purchase cost.
- 33. In the event that the rented Mobility Devices or Durable Medical Equipment are unintentionally damaged by the Customer, ICBC will replace the damaged items at its sole discretion.
- 34. In the event that the rented Mobility Devices or Durable Medical Equipment are unintentionally damaged by the Injured Worker, WorkSafe BC may reimburse the

Contractor for the value of the rental at its sole discretion. Any request for reimbursement by the Contractor must be submitted in writing and set out the nature of the damage.

35. SDSI and MCFD will not pay for the rental of Mobility Devices or Durable Medical Equipment at any time during the Term.

MANUFACTURERS WARRANTY

36. The Contractor will honor the manufacturer's warranty for Durable Medical Equipment.
37. The Contractor will continue to honour the manufacturer's warranty regardless of whether the Client moved from one region or if the Durable Medical Equipment is transferred from one Client to another. The Contractor is responsible to arrange to have the Durable Medical Equipment returned for repair, returned to the Client after repair or arrange to have the repair and service performed.

TWO YEAR ALL INCLUSIVE REPAIR AND SERVICE COVERAGE

38. The Contractor will provide a minimum of two (2) years all-inclusive repair and service coverage on all Mobility Devices ("Coverage Period") purchased by the Province and Entities.
39. All costs related to the repair and service coverage during the Coverage Period will be at the Contractor's expense.
40. For greater certainty, commercial wheelchair seating systems on Mobility Devices are to be included in the Coverage Period whether purchased alone or with the Mobility Device that they are used in conjunction with.
41. The Contractor will perform preventative and maintenance service at 12 months and 24 months, during the Coverage Period on all Mobility Devices at the Contractor's own expense.
42. The Contractor will use all reasonable methods to contact the Client and perform the preventative maintenance service at 12 and 24 months.
43. The Contractor will continue to honour the two year repair and service coverage and perform any repair and service coverage during the Coverage Period including the preventative maintenance service at 12 and 24 months on Mobility Devices regardless of whether the Client moved from one region or if the Mobility Device(s) are transferred from one Client to another. The Contractor is responsible to arrange to have the Mobility Devices returned for repair, returned to the Client after repair or arrange to have the repair and service performed.
44. The Contractor will maintain service records of all repair and services performed during the Coverage Period and deliver, upon written request, copies of the records to the Province or Entities.

45. Upon termination of the MSA or any Draw Down, the Contractor will continue to honour the two year repair and service coverage and perform any repair and service coverage during the Coverage Period as if the MSA continued in force, notwithstanding the termination of the MSA prior to the expiry of the Coverage Period.

MISUSE OF EQUIPMENT

46. The Ministries and the Entities will not fund repairs or service requests for damage to the Mobility Devices which result from Client misuse during the Coverage Period.
47. The Contractor will be expected to work with the Client to explore other solutions, such as any possible insurance coverage, community resources (i.e. service clubs), victims services, the Clients own financial resources or other.
48. Any dispute between the Client and the Contractor shall be resolved without the involvement of SDSI.

REPAIR AND SERVICE TIMELINES DURING THE COVERAGE PERIOD

49. The Contractor will perform repair and service during the Coverage Period on all Mobility Devices within five (5) business days of the Contractor receiving written notice from the Ministries, Entities or the Client of the Mobility Device needing repair subject to an extension approved, in writing, by the Ministries or an Entity.
50. The Contractor will perform repair and service during the Coverage Period on electronic components of Mobility Devices within fifteen (15) business days of the Contractor receiving written notice from the Ministries, Entities or the Client of the Mobility Device needing repair subject to an extension approved, in writing, by the Ministries or an Entity.

LOANER EQUIPMENT DURING THE COVERAGE PERIOD OR MANUFACTURER'S WARRANTY PERIOD

51. The Contractor will supply the Client, upon the Client's request, with free suitable loaner Mobility Devices or Durable Medical Equipment, while any Mobility Devices or Durable Medical Equipment are being repaired during the Coverage Period or manufacturer's warranty period.
52. Neither the Ministries nor an Entity will pay to repair loaner Mobility Devices or Durable Medical Equipment which may be damaged by a Client while on loan.

REPAIRS POST COVERAGE PERIOD AND MANUFACTURER'S WARRANTY

53. The Contractor should not perform any repair or service work on Mobility Devices or Durable Medical Equipment after the expiration of Coverage Period or manufacturer's warranty without the receipt of a Draw Down.
54. If the Ministries or an Entity authorize the Contractor to repair or service the Mobility Devices or Durable Medical Equipment, the Contractor will be remunerated based on actual time spent in increments of 30 minutes to a maximum of the hourly rate of \$80.00

55. Mobility Devices or Durable Medical Equipment authorized for repair or service will be:
- a. delivered to the Contractor by the Client;
 - b. picked up by the Contractor from the Client's home and repaired at the Contractor's location; or
 - c. repaired on-site at the Client's home.
56. If the Mobility Devices or Durable Medical Equipment to be repaired is to be picked up from the Client's home as described in section 54 of this Schedule "A", transportation costs will be at the Contractor's expense.
57. All parts used for repair or service by the Contractor post Coverage Period or manufacturer's warranty will be provided by the Contractor at the single discounted price off the MSRP for the generic product category applicable to the part.
58. The Contractor must use only new parts and batteries for any repair or service of Mobility Devices or Durable Medical Equipment.
59. The Contractor will perform repair or service on all Mobility Devices and Durable Medical Equipment post Coverage Period or manufacturer's warranty within five (5) business days of the Contractor receiving written notice from the Ministries, Entities or the Client of the Mobility Device needing repair or service subject to an extension approved, in writing, by the Ministries or an Entity.
60. The Contractor will perform repair work on electronic equipment within fifteen (15) business days of the Contractor receiving written notice from the Ministries, Entities or the Client of the Mobility Device needing repair or service subject to an extension approved, in writing, by the Ministries or an Entity.

MAKES AND MODELS

61. Province may in its sole and absolute discretion, reject a particular manufacturer's product lines by notifying the Contractor in writing.

RECYCLING OF PARTS

62. The Contractor will be responsible for recycling parts removed from Mobility Devices and Durable Medical Equipment during repair and service where local recycling facilities exist for the materials involved.
63. The Contractor will ensure that no personal information relating to the Client is on parts removed for recycling.
64. For information on recyclable materials and location of depots, contact the Recycling Council of BC (604-RECYCLE) <http://www.rcbc.ca>

CONTRACTOR MONITORING AND EVALUATION

65. The provision of Services will be monitored and evaluated by the Ministries or an Entity on a regular and ongoing basis throughout the Term of the MSA.
66. Monitoring activities may include telephone calls, emails, and site visits and may include requests for reports as set out in section 65 above. All monitoring activities will be designed to measure quantitative and qualitative resources, deliverables, and results.
67. These monitoring activities will ensure that quality standards are being met and that all risks are identified and managed on an ongoing basis.
68. All monitoring and evaluation activities will measure the Contractor's ability to meet requirements as specified in the MSA.

GEOGRAPHIC REGIONS

69. The Contractor will supply and provide the Mobility Devices and Equipment and associated services within the following region:

Region 3

as such region is further described in Appendix 3 Map of the Regions to this Schedule "A".

70. Further to section 69 of this Schedule "A", the Contractor agrees to provide Mobility Devices and Equipment and Services to all communities and all areas within the region specified in such section 69.

INVOICING

71. The Contractor acknowledges and agrees that Mobility Devices or Equipment will not be invoiced until such Mobility Devices or Equipment has been delivered to and accepted by the Client.
72. The Province is not obligated to pay any sum to the Contractor for Mobility Devices or Durable Medical Equipment where the Province has paid the Client for the Province's portion of the funded Mobility Devices or Equipment, such as where the Mobility Devices or Equipment exceeds the funding limits set out in section 3 of this Schedule and the Client has undertaken to pay the Contractor directly for the entire sum and obtain a reimbursement from the Province for the Province funded portion.
73. Invoices will be forwarded by the Contractor to the Province or Entity on or about the first business day of each month, commencing October 1st, 2014, for work performed during the previous month.

74. The Contractor shall ensure that all invoices include, at a minimum, the following information:
- a. The Contractor's legal name and address;
 - b. The date of the invoice and the billing period to which the invoice pertains;
 - c. A description of the applicable Draw Down, including;
 - (i.) Draw Down number;
 - (ii.) Ministry or Entity issuing the Draw Down; and
 - (iii.) Date of issuance of the Draw Down.
 - d. The Contractor's calculation of all fees claimed for the billing period with respect to each Draw Down, including a declaration by the Contractor describing:
 - (i.) For any Mobility Devices or Equipment delivered to and accepted by the Client;
 - (ii.) The current published MSRP of such Mobility Devices or Equipment;
 - (iii.) The discount rate applied to the MSRP of such Mobility Devices or Equipment, or;
 - (iv.) The Common Items list pricing, if applicable.
 - (v.) Service Technician total hours based on actual time spent in increments of 30 minutes at \$80.00 rate per hour.
 - (vi.) The net price payable on the Mobility Devices or Equipment
 - (vii.) Any upgrades or options outside of the funding of the Province or WorkSafeBC and a statement that such options and options are not payable by the Province or WorkSafeBC.
75. For SDSI and MCFD
- a. the Contractor has previously submitted a quotation for approval to SDSI; The quotation must show:
 - (i.) the name of the SDSI and MCFD client;
 - (ii.) full description of the item(s) to be supplied;
 - (iii.) quantity, serial number (if appropriate);
 - (iv.) MSRP and discount applied or;
 - (v.) The Common Items list pricing, if applicable.
 - (vi.) Service Technician total hours based on actual time spent in increments of 30 minutes at the rate per hour;
 - (vii.) Total net cost.
 - b. the Contractor has received approval by SDSI and MCFD of a detailed quote for all Mobility Devices or Equipment requested.
 - c. In the case of MCFD a copy of the written decision of MCFD approving the Mobility Devices or Equipment request.
 - d. The Contractor is submitting an invoice (referencing the Draw Down # on the approval letter) for the specific items authorized, and the amount is equal to or less than the original approval.

- e. Any relevant Equipment Care and Responsibility Letter, signed by the Client, in accordance with section 7 of this Schedule "A".
76. For WorkSafe BC
- a. Fax "Generic Invoice Form #83D66" to 604-233-9777 or toll free 1-888-922-8807 which can be found at <http://www.worksafebc.com/forms/assets/PDF/83D66.pdf>;
 - b. If the Contractor is unable to use WorkSafeBC's invoice template, all invoices must contain the following information:
 - (i.) Payee #
 - (ii.) Claim #
 - (iii.) Injured Workers first and last name
 - (iv.) Date of service (date of delivery) by year/month/date format
 - (v.) PO Authorization number
 - (vi.) Fee Code(s) a list of fee codes is available for reference at http://www.worksafebc.com/health_care_providers/programs_and_services/medical_supply_services/Default.asp
 - (vii.) GST registration number
 - (viii.) Any applicable tax must be listed separately by Fee Code line item
 - c. Failure to include this information will result in payment delays and/or unprocessed invoices returned to the Contractor.
 - d. Rentals of Mobility Devices or Equipment should be invoiced
 - (i.) On a separate invoice from purchases
 - (ii.) On the date of service being the last day of the rental billing cycle e.g. March 1-March 30 is billed with a service date of March 30. WorkSafeBC will not pre-pay for rentals.
77. For ICBC
- a. the Contractor has previously submitted a quotation for approval to the Client's ICBC claims personnel. The quotation must show:
 - (i.) name and claim number for the ICBC Client;
 - (ii.) ICBC Supplier account number;
 - (iii.) Full description of the item(s) to be supplied, quantity, serial number (if appropriate), MSRP, discount applied, Common Items list pricing, if applicable, net cost to ICBC client. Applicable taxes to be added;
 - b. the Contractor has submitted a copy of the written quotation with ICBC's approval noted;
 - c. the Contractor may submit an original invoice to ICBC the specific claim or rehab centre as shown the approved quotation for payment of the approved amount.
78. Invoices prepared for MCFD must be submitted with the monthly summary sheet which will be provided to the Contractor prior to October 1, 2014.

79. The Contractor will submit invoices marked "CONFIDENTIAL" to the Province at the following address:

For SDSI:

Health Assistance Branch
Ministry of Social Development and Social Innovation
PO Box 9971 Stn Prov Govt
Victoria, B.C. V8W 9R5
Attention: Accounts Payable

For MCFD

Medical Benefits Program
Ministry for Children and Family Development
PO Box 9763 Stn Prov Govt
Victoria, B.C. V8W 9S5
Attention: Accounts Payable

80. Invoices should not be submitted until the Mobility Devices or Durable Medical Equipment has been delivered to and accepted by the Client.
81. The Province is not obligated to pay any sum to the Contractor for Mobility Devices or Equipment where the Province has paid the Client for the Province's portion of the funded equipment, such as where the Equipment exceeds the funding limits set out in Section 3 of this Schedule and the Client has undertaken to pay the Contractor directly for the entire sum and obtain a reimbursement from the Province for the Province funded portion.
82. The Contractor agrees that interest is only payable by the Province on invoices paid more than 60 days after they become due and only at rates in accordance with the Province's Treasury Board Regulation on Interest on Overdue Accounts.
83. The Contractor acknowledges and agrees that:
- a. all Equipment supplied will be delivered FOB Destination;
 - b. travel costs will not be payable for any service provided by the Contractor with the exception of Expedited Delivery or Service Charge when approved in advance by an Entity;
 - c. labour and shop supplies will not be applied when new Equipment is trial tested or purchased; and
 - d. restocking fees will not normally be payable, however, in unique circumstances the Province may agree on a case by case basis, at its sole and absolute discretion, to pay such a fee, provided the re-stocking fee does not exceed the amount of the manufacturer's re-stocking charge.

APPENDIX 1 – Mobility Devices and Durable Medical Equipment Discount off MSRP and Service Technician Hourly Rate

	GENERIC PRODUCT CATEGORIES (GPS) AND ASSOCIATED PARTS	PERCENTAGE DISCOUNT OFF MSRP (%)
1)	Powered wheelchairs (batteries included), wheelchair tilt/recline systems, manual wheelchairs (standard and custom), power scooters (batteries included), commercial wheelchair seating systems, and special needs paediatric stroller	9%
2)	Hospital beds and pressure relief mattresses.	5%
3)	Lifting devices/slings and similar products.	10%
4)	Bathroom aids such as commodes/safety/transfer benches and similar devices.	15%
5)	Alternate positioning devices, ambulatory aids, therapy equipment (balls, rolls, mats), specialized paediatric car seats and aids for daily living, which includes grab bars, hand rails, super poles and threshold ramps.	10%

1. Service Technician hourly rate for non-warranty service: \$80.00 per hour.

APPENDIX 2 ICBC and WorkSafeBC Common Items

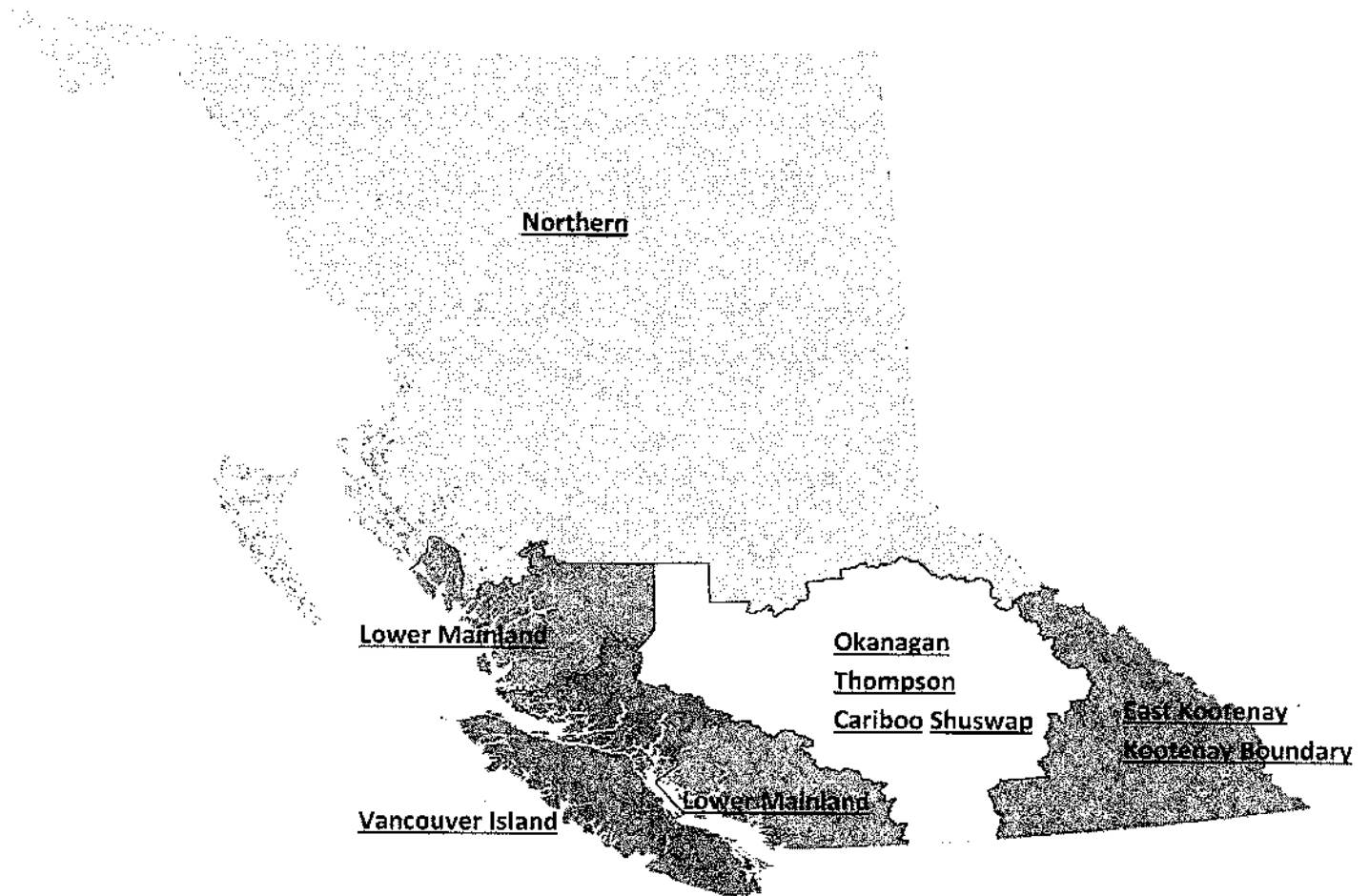
See attached Appendix 2

APPENDIX 3 Map of Regions

Region(s)

Health Regions

1. Okanagan Thompson Caribou Shuswap
2. East Kootenay/Kootenay Boundary
3. Lower Mainland
4. Vancouver Island
5. Northern



Individual detailed maps are available at:

<http://www.health.gov.bc.ca/socsec/provmap.html> and

<http://bcstats.gov.bc.ca/StatisticsBySubject/Geography/ReferenceMaps/Health.aspx>

SCHEDULE "B" ADMINISTRATIVE REQUIREMENTS

The following are the additional administrative requirements and procedures applying to this Master Standing Agreement.

PURCHASING SERVICES ADMINISTRATIVE CONTACTS

1. For further information or clarification regarding administration of the Agreement contact:

Representative (Province): Tracy Carroll
Title: Procurement Specialist
Email: Procurement@gov.bc.ca
Phone: 250-387-7300

REPORTING PROCEDURES

Draw Down Reports

2. Contractor is required to submit monthly Draw Down reports in Excel format on a template to be provided by Procurement Services, to Procurement Services. Draw Down reports must be submitted on a monthly basis, by the 12th of the month following.
3. Monthly Draw Down information must be sent either by email by the Contractor to:

Attention: Tracy Carroll
Procurement Services Branch

Email: Tracy.Carroll@gov.bc.ca
4. The report should be completed in full in the template format.
5. The Contractor will provide a monthly report regardless of whether or not any Draw Downs are received in that month, and in each monthly report will provide an explanation for any missing data.

.....

SCHEDULE "C" 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), 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 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.

NOTE WELL: 4.2.5 Two year all inclusive Repair and Service Coverages applies on all Mobility Devices on the Common Items List

Appendix 4

Item #	GPC #	Description	Brand	Model	P/N	Alternate Brand*	Alternate P/N	MSRP Price	Quote Price	Rent Yes/No
1	1	Wheelchair Seat Cushion	Future Mobility Products	Prism Supreme Cushion E2597	SC1414			\$ 575.00	\$ 523.25	No
2	1	Wheelchair - Manual*	Invacare	Top End Crosstie T8 Wheelchair	CNR			\$ 3,148.00	\$ 2,903.08	Yes
3	1	Wheelchair - Manual*	Invacare	Trace/Cross	TRX28FP			\$ 569.00	\$ 517.72	Yes
4	1	Elevating Wheelchair Footrest	Invacare	(C Alum) SL	FR86	Invacare	A15544	\$ 565.00	\$ 485.95	No
5	1	Wheelchair - Electric*	Pride Mobility	Quantum 800 XL - (discontinued)	0660 2HD-55	Invacare	Quantum 76 Edge HD	\$ 8,495.00	\$ 7,636.45	Yes
6	1	Scooter	Pride Mobility	Go Go Ultra X 3 Wheel	SC40E			\$ 1,699.00	\$ 1,546.09	No
7	1	Scooter	Pride Mobility	Go Go Ultra X 4 Wheel	SC44X			\$ 1,399.00	\$ 1,273.09	No
8	2	Over Bed Table	Mill-Room	Art of Care Over Bed Table	655	Nendaa	3HTA24CP	\$ 269.99	\$ 256.49	Yes
9	2	Mattress	Medi-Part Inc.	Integraderm Pressure Redistribution Mattress	MP9000/BR			\$ 1,358.00	\$ 1,290.10	No
10	2	Pillows	Obus Form	Comfort Sleep Traditional Pillow	PL-COMFORT-ELTR			\$ 99.99	\$ 94.99	No
11	2	Hospital Bed	Reck International	Comply II	PL-COMFORT-ELTR			\$ 4,735.00	\$ 4,498.25	No
12	3	Ceiling Track Lift	Waverly Glen	Ceiling Track Lift	Complexity II	Arghunteph	LE00009	\$ 3,998.40	\$ 3,000.60	Lift Only - Yes
13	4	Grab Bar	Barclay Sales Ltd.	Chrome Knurled 1" Diameter	PA40			\$ 46.60	\$ 39.61	No
14	4	Raised Toilet Seat	Human Care	Deluxe Series	1050K			\$ 64.00	\$ 54.40	Yes
15	4	Forearm Crutch - Adult	Invacare	Forearm Crutch - Adult	1634			\$ 100.00	\$ 85.00	Yes
16	4	Crutches - Adult	Invacare	Quick Adjust Crutch Adult	8120-A			\$ 68.00	\$ 57.80	Yes
17	4	Commode	Invacare	All-in-One Aluminum Commode	9650-4			\$ 137.00	\$ 116.45	Yes
18	4	Commode	Invacare	Aquatic Green VIP and Soft Seat	9650-4			\$ 2,318.00	\$ 1,970.30	Yes
19	4	Hand Shower	Invacare	Standard Hand Shower	826-4			\$ 37.40	\$ 31.45	No
20	4	Shower Chair With Back	Invacare	Invasive Care Guard Tool Less Shower Chair (With Back)	96-2			\$ 85.00	\$ 72.25	Yes
21	4	Transfer Bench	Invacare	Invasive Care Heavy Duty Transfer Bench	9670U			\$ 1,250.00	\$ 1,125.00	Yes
22	5	Temporary Wheelchair Ramp	EZ-Access	Rampway Ramp - Classic Series	8" Length			\$ 115.00	\$ 109.50	Yes
23	5	Threshold Ramp	EZ-Access	Threshold Ramp	3051-800-001					
24	5	Over Bed Table	Stryker	True-Fit Overbed Tables - Single Top Without Vanity	* NOTE: ALL DOES NOT INCLUDE VANITY	Invacare		\$ 170.00	\$ 159.00	Yes
25	5	Over Bed Table	Stryker	True-Fit Overbed Tables - Single Top With Vanity	3150-000-002	Invacare		\$ 170.00	\$ 159.00	Yes
26	5	Over Bed Table	Stryker	True-Fit Overbed Tables - Split Top With Vanity	3150-000-003	Invacare		\$ 170.00	\$ 159.00	Yes
27	5	Walker	Invacare	Dual Release Paddle Adult Walker - Heavy Duty	6291-HAD			\$ 139.00	\$ 126.10	Yes
28	5	Wheels for Walker 6291-HAD	Invacare	5" Single Fixed Wheel Attachments with Glide Taper	6271			\$ 47.00	\$ 42.30	No

+ Discontinued
** Wheelchair - Manual & Power Please include a generic bill of materials (standard price range). Also please include a price list for all available accessories.
*** Alternate Brand & Part Numbers Brand names and part numbers listed are an example of commonly purchased product only. If providing an alternative brand or part number, please include documentation supporting it is a technically comparable
*** Indicates Base Price of Equipment Only - Additional Options/Specifications on the Order Forms are Additional Costs