

Contact Centre

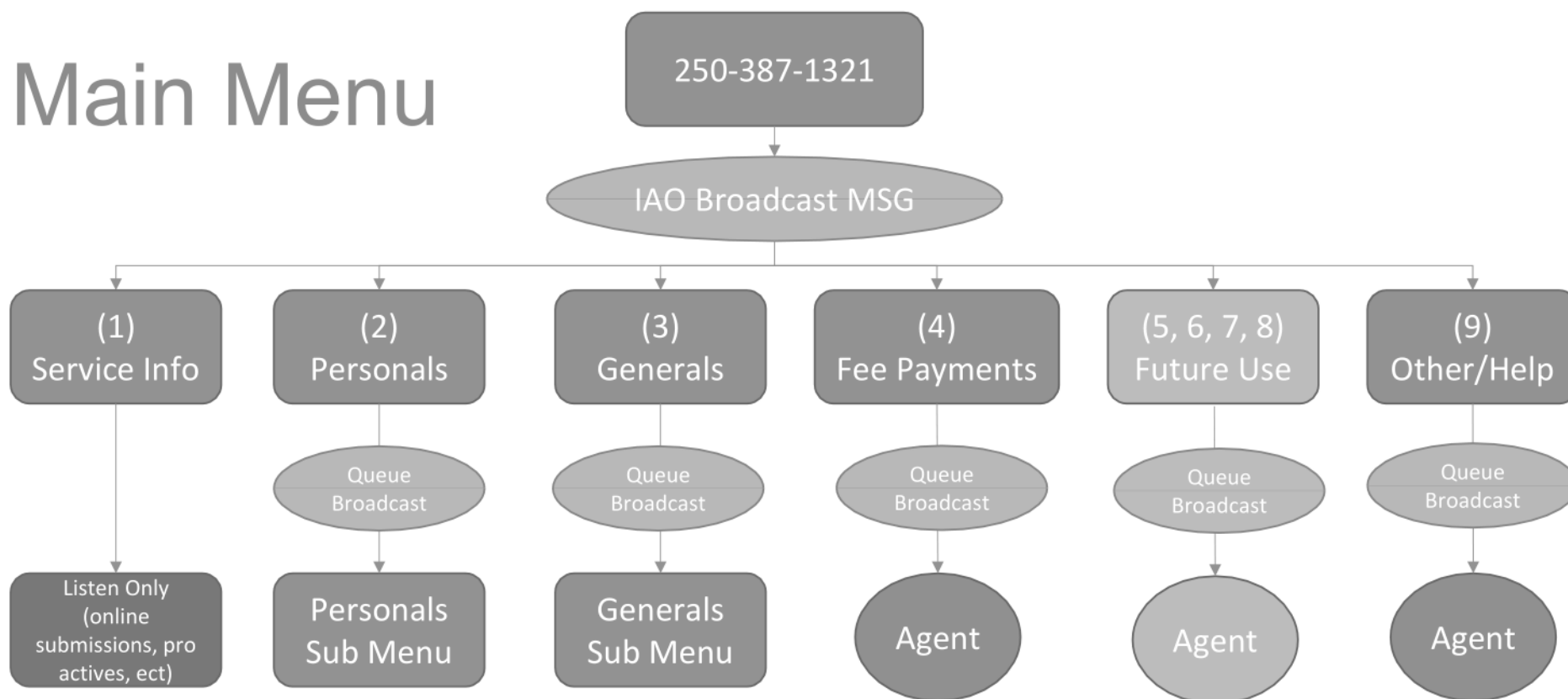
Proposal for Implementation of ICE solution **October 2021**

James Pinske,
Manager Consolidated Intake & Open Information



Ministry of
Citizens' Services

Main Menu



OCIO

OCIO
CIRMO

OCIO
CONN

OCIO
DPD

OCIO
ES

SBC

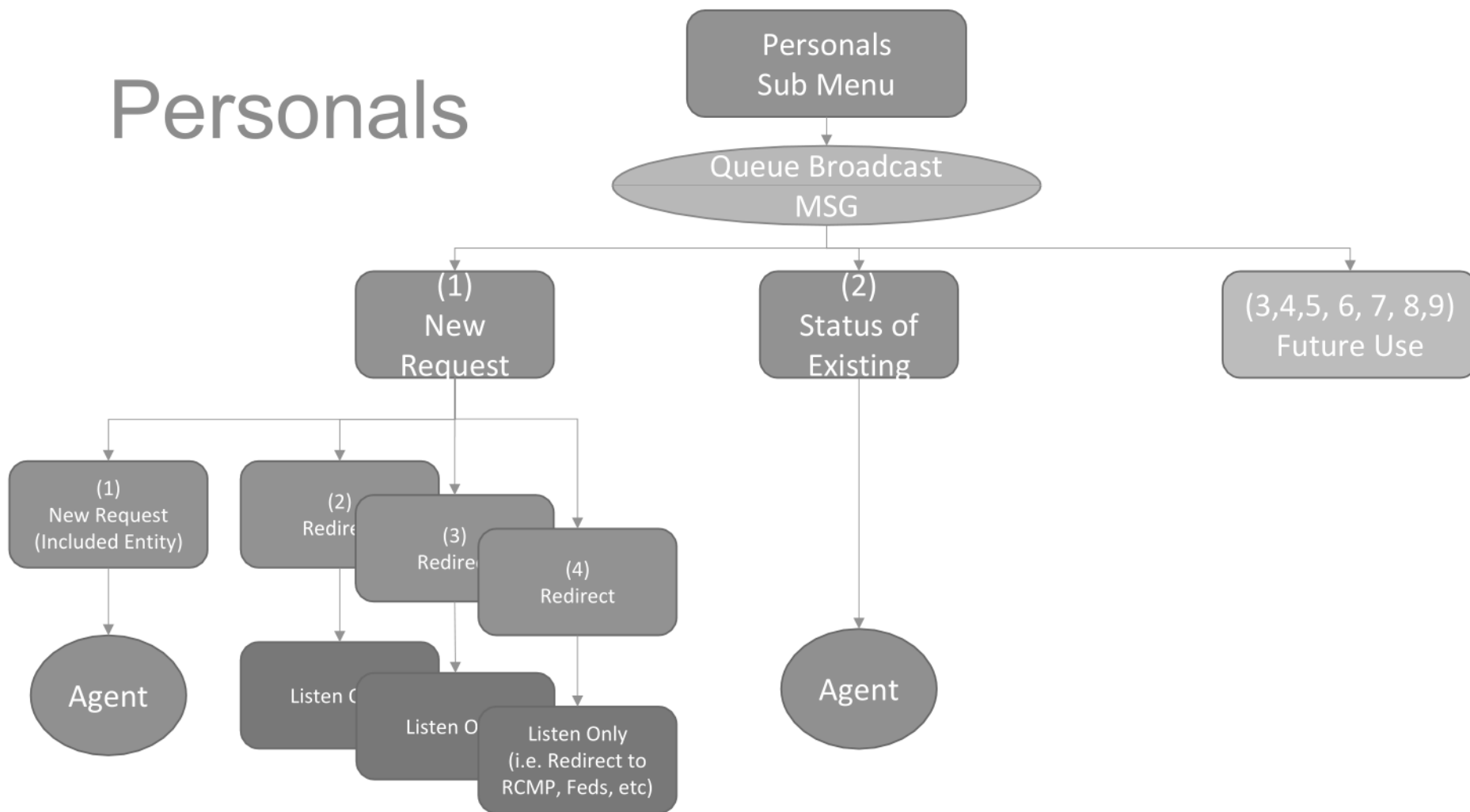
GDX

RPD

PSD

CSD

Personals



OCIO

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CIRMO

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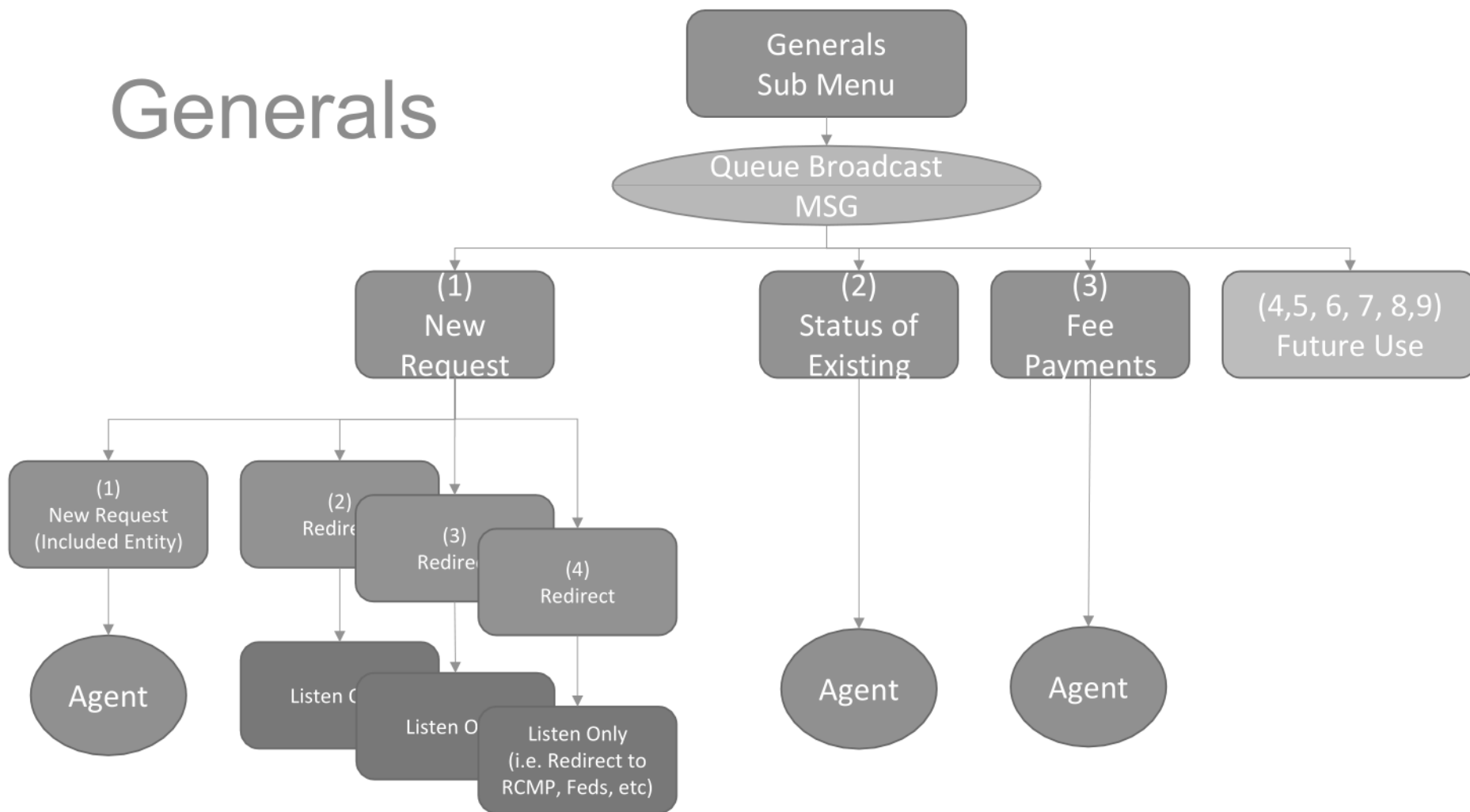
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Generals



OCIO

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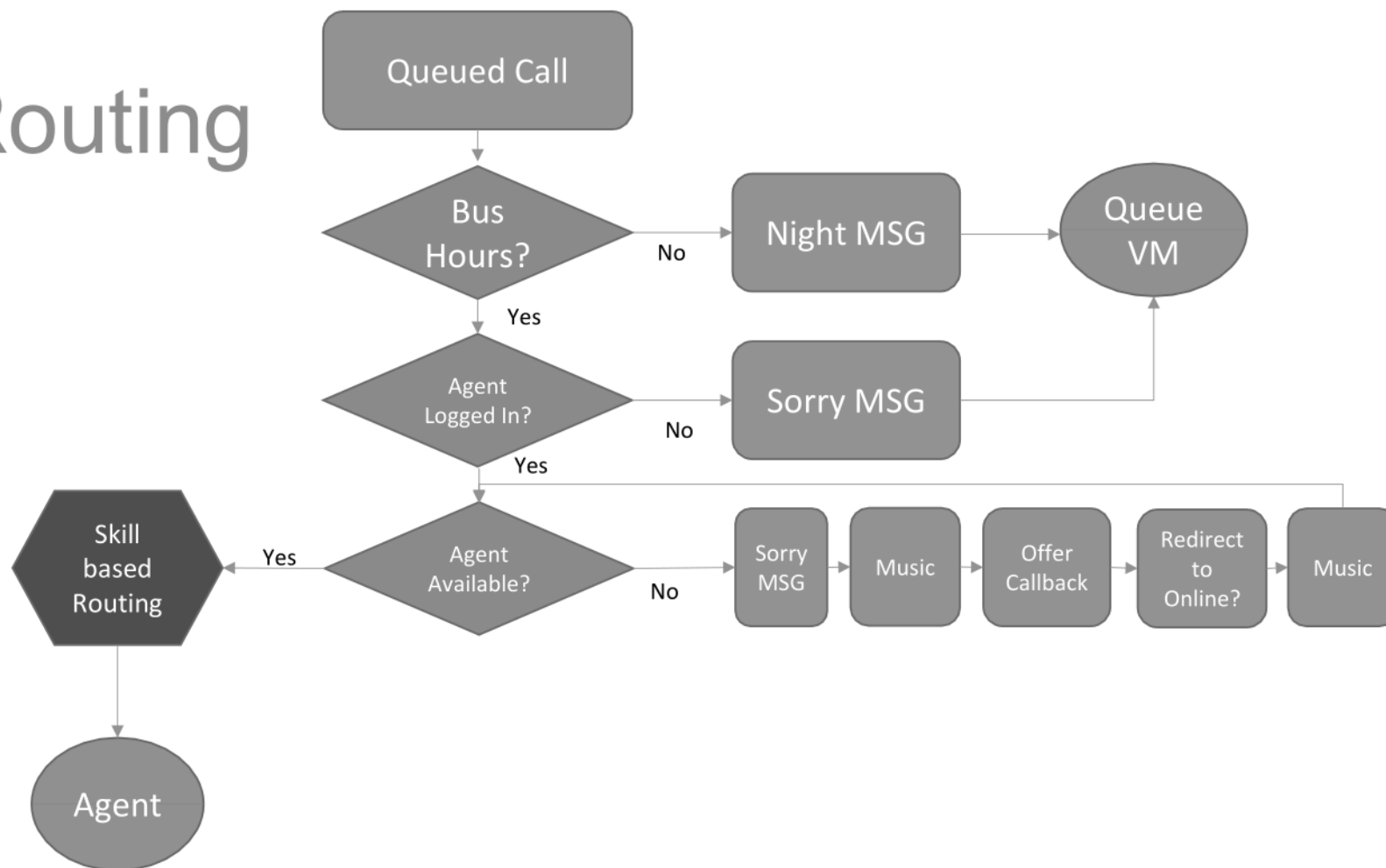
GDX

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Agent Routing



OCIO

OCIO
CIRMO

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OCIO
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Incoming Traffic

- 10 concurrent licenses provides 15 incoming “Trunk” lines.
- Additional Trunks can be added for ~ \$100/month per line
- Additional Trucks can be cancelled with 1 month notice

OCIO

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DPD

OCIO
ES

SBC

GDX

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Considerations

- Capacity to meet demand (resources and incoming lines)
 - No busy signal
 - Estimated wait times
- Ability to distribute call volume and route based on skill
 - Increase ability to resolve at first point of contact
 - **Route fee payment calls to agent with PCI compliant phone line**
- ServiceBC may be able to assist with Fee payments, but any questions will be redirected back to IAO. Without IAO contact centre solution, **we continue to risk citizens being unable to reach IAO.**

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Considerations

- Ability to deflect calls (redirects to excluded bodies)
- Ability to monitor live calls for training and quality
- Reporting
- Proposed contact centre structure accounts for future growth
- Consider POS machine?
- Tollfree Number?

OCIO

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CIRMO

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DPD

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RPD

PSD

CSD

Considerations

- Implementation of a modern Contact Centre solution aligns with the following CIRMO Objectives:
 - Develop and modernize our services with a client-centred approach.
 - Continuously improve how we operate
 - Make access to information easier for everyone.
- Additional future modernization opportunities include:
 - Automate Request status updates with integration to Axis replacement
 - ICEpay

OCIO

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RPD

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CSD

Cost

- One Time Installation/Activation Cost: \$14,084
 - Monthly Cost: \$2,565
 - Vendor committed to meeting Nov deadline if financial approval and final requirements received by end of day Tuesday Oct 19,2021
- *Once actual call volume known, agent licenses can be reduced if needed with one month's notice.

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s.12 ; s.13

Appendix A: FOI Application Fees in Other Canadian Jurisdictions

Jurisdiction	Application Fee
British Columbia (Current)	No Fee
British Columbia (Proposed)	To be determined in future regulation
Alberta	\$25 for first request / \$50 per continuing request
Saskatchewan	\$20 per requests to local governments
Manitoba	No Fee
Ontario	\$5 per request
Quebec	No Fee
Nova Scotia	\$5 per request
New Brunswick	No Fee
Prince Edward Island	\$5 per request
Newfoundland and Labrador	No Fee
Yukon	No Fee
Northwest Territories	No Fee
Nunavut	\$25 per request
Canada	\$5 per request

DECISION NOTE

Advice to Minister Beare

Date: September 24, 2021

CLIFF#: 115782

ISSUE: Freedom of Information (FOI) Application Fee

BACKGROUND:

s.12; s.13

In FY2020/21, one FOI requester was responsible for 56% of all general FOI requests. s.13
s.13

s.13

s.12; s.13

DISCUSSION:

The fee is not intended to be a barrier to access and will be set within the range of similar fees charged by other Canadian jurisdictions (i.e., \$5 – \$25, see Appendix A). As a result, the fee will be set at an amount that is not intended to recover the full cost—or even a significant portion of the costs—of operating an access to information program.

The fee would be charged for each request for each public body. For example, if the same request is submitted 20 ministries, 20 application fees will be charged s.13 . As such, the new proposed application fee is s.13
s.13

s.13

s.12; s.13

OPTIONS:

Option 1: s.12; s.13
s.12; s.13

Option 2: s.12; s.13
s.12; s.13

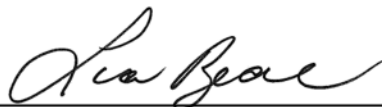
Option 3: s.12; s.13
s.12; s.13

RECOMMENDATION: s.12; s.13

APPROVED

NOT APPROVED

OPTION 2



Lisa Beare
Minister

2021-10-01

Date

Attachment(s): Appendix A – FOI Application Fees in Other Canadian Jurisdictions
Appendix B – Fee Amount Scenarios and Projections

Contact: Kerry Pridmore, 778 698-1591

Appendix A: FOI Application Fees in Other Canadian Jurisdictions

Jurisdiction	Application Fee
British Columbia (Current)	No Fee
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Alberta	\$25 for first request / \$50 per continuing request
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New Brunswick	No Fee
Prince Edward Island	\$5 per request
Newfoundland and Labrador	No Fee
Yukon	No Fee
Northwest Territories	No Fee
Nunavut	\$25 per request
Canada	\$5 per request

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NR

Quotation prepared for:

Lou Strobl
Voice Application Support
Office of the CIO (OCIO)
4000 Seymour Street
Victoria

Quotation prepared by:

Nari Rampersad-Maharaj
Telus
510 West Georgia St,
Vancouver, BC
Canada V6B 0M3
Telephone: 604 916 9691

Customer: R1214875 **BC Information Access Operations**
Q-10779-D3X9 - REV0 - BC Information Access Operations

Requirements

BC Information Access Operations require a new contact centre to support customer inquiries.

The IAO group requires

- 10 iceAnywhere Lite users
- Proposed voice callflow is attached and includes:
 - o Voice menu options to direct callers to queue
 - o Holiday and time of day routing
 - o Callback / voicemail after hours as well
 - o Agent phones are Skype or Cell Phones
 - o One inbound DID
 - o Recording (included in lite)

Requested Callflow



Q-10779-D3X9 -
REV0 - BC IAO_Cons

Solution

General Assumptions:

- Project timelines and baseline will be set with the customer at the completion of the design specifications
 - o UAT testing and support will last for 1 week in duration, additional effort and scope will be required for extended UAT testing duration
- Assumes additional cost for travel for on-site resources and on-site training for any on-site installation, configuration, training, support, etc. Travel costs provided are estimates, actual costs will be charged upon completion.
- Assumes work performed outside of regular ComputerTalk office hours is subject to an Off Hours Premium

Project Management Requirements:

- Weekly Meetings

Designer Requirements:

- Design and Documentation

Voice Application Module

- DNIS check
- Time of Day check
- Closed/Holiday

- Play Polite Disconnect
- Open
 - Play Welcome Message
 - Play Broadcast Message (If enabled)
 - Press 1
 - Go to Queue 1
 - Press 2
 - Go to Queue 2
 - Press 3
 - Go to Queue 3
- Queue Flow
 - Assume standard queue logic for all voice queues
 - Standard queue broadcast
 - Register call in queue
 - Music on hold, message, music on hold, message, music on hold
 - Message with option to leave a voicemail in queue message
 - Play Estimated Wait Time in queue
- Customer will be sourcing voice model and will be providing scripts in WMA format. Prompts can be recorded in multiple languages, default is English/French.

System Requirements:

- High Availability cloud deployment
- Client is responsible for opening the client side firewalls, DNS and edge devices to ice server and supporting infrastructure from ComputerTalk's hosted environment
- ice applications are available in English and French languages as standard
- 5 Inbound DID's for local and Toll-Free numbers to be pointed to
- Long distance charges will be billed back to the customer on a monthly basis
- ComputerTalk will add new DID's to the SBC and ensure they reach the ice server
 - Customer will be required to point their Toll-Free numbers to the new DID's provisioned by ComputerTalk

Training Requirements:

- Included is the following Trainer led courses:
 - Agent e-Learning (0.0 days)
 - Course 300: Supervisor/Admin Training (max 5 part/session) (1.0 days)
- e-Learning for training on iceBar available at no additional cost for all users
- All software is installed on client computers for attendees to training course
- All attendees to the training courses have their own computer
- Additional cost for travel and accommodation for on-site training
 - Travel costs provided are estimates, actual costs will be charged upon completion.



Course
Curriculum2019-202

Pricing – Add to Existing Switch

Contract term:

Monthly License and Related Charges

Sales Code	Item Description	Quantity	Unit/month	Amount
HML-CCVR	Call Center Bundle (Voice and Call Recording) - iceAnywhere Lite	10	\$256.00	\$ 2,560.00

Monthly Total for Licenses and Related charges: \$ 2,560.00

Monthly Network Service Charges

Sales Code	Item Description	Quantity	Unit/month	Amount
HNS-DID	Direct Inbound Dialing (DID) numbers	1	\$ 5.00	\$ 5.00

Monthly total for Network Services: \$ 5.00

Activation Services

Sales Code	Item Description	Quantity	Unit Price	Amount
HAS-SAS-IAS	iceAnywhere Base Software Installation	1	\$ 8,988.00	\$ 8,988.00
HAS-SAS-IAS	iceAnywhere User Activation	10	\$ 196.00	\$ 1,960.00
HPS-ADD	Professional Services (Expedite/overtime)	16	\$ 196.00	\$ 3,136.00

Activation Services Total: \$ 14,084.00

Summary

Monthly Amount:	\$ 2,565.00
One-Time Amount:	\$ 14,084.00

Authorization

All terms as covered under the TSMA

See the Master Telecommunications Services Agreement, page 176, 177 Schedule F, Service Order and Service Change Order Requirements, Section 3.3, Section 2 Required Provision.

Each Service Order or Service Change Order issued under this Agreement will contain the following clause: "This order is made under and is subject to the terms and conditions of the Telecommunications Service Master Agreement effective July 29, 2011, as may be amended from time to time, between TELUS, Her Majesty the Queen in Right of the Province of British Columbia, as represented by Ministry of Citizens' Services, Insurance Corporation of British Columbia, British Columbia Hydro and Power Authority, British Columbia Lottery Corporation, Workers' Compensation Board of British Columbia, Provincial Health Services Authority, Northern Health Authority, Interior Health Authority, Fraser Health Authority, Vancouver Island Health Authority, Vancouver Coastal Health Authority and First Nations Health Authority."

Please refer to the Price Book for a list of Products and Pricing for this Master Services Agreement. Approval given by Glenn Parsons (Product Manager) 604-663-7470 for the Registration of Non Standard Service Orders, refer to the Master (blanket) Product Manager Approval email on file.

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s.12 ; s.13

FW: CCA ice - Porting quote for CITZ - IAO 250-387-1321

From: Begley, Rhianna CITZ:EX <Rhianna.Begley@gov.bc.ca>
To: Strobl, Lou CITZ:EX <Lou.Strobl@gov.bc.ca>
Cc: Pinske, James CITZ:EX <James.Pinske@gov.bc.ca>
Sent: November 4, 2021 3:28:55 PM PDT
Attachments: R1215602 Q-10834-T1M0(0) - BC Information Access Operations - IAO
Porting04Nov2021 - 110421 - Client.pdf, image001.png

Hi Lou,
The attached is approved.

Thanks,

Rhianna Begley | she/her

Executive Director, Information Access Operations

Corporate Information and Records Management Office (CIRMO)

Ministry of Citizens' Services

T: (250) 507-5110 (texts welcome) E: Rhianna.Begley@gov.bc.ca

From: Strobl, Lou CITZ:EX <Lou.Strobl@gov.bc.ca>

Sent: November 4, 2021 3:02 PM

To: Pinske, James CITZ:EX <James.Pinske@gov.bc.ca>

Subject: CCA ice - Porting quote for CITZ - IAO 250-387-1321

Importance: High

Hi James. Here is the quote attached to formally move the 250-387-1321 over to the CCA ice system. Is this approved?

PS. I do not have the date and time secured yet for this to happen but I will advise once I know that.

Thanks.

Lou Strobl

Lou Strobl

Sr. Technical Architect

Network, Communications, and Collaboration Services Branch

OCIO Enterprise Services, Office of the Government Chief Information Officer

Ph: (250) 953-6222 | **m:** (250) 514-3511 | **e:** Lou.Strobl@gov.bc.ca | **m:** PO Box 9412, Stn Prov Gov, Victoria BC V8W 9V1



OCIO | Office of the
Chief Information Officer

Quotation prepared for:

Lou Strobl
Voice Application Support
Office of the CIO (OCIO)
4000 Seymour Street
Victoria

Quotation prepared by:

Nari Rampersad-Maharaj
Telus
510 West Georgia St,
Vancouver, BC
Canada V6B 0M3
Telephone: 604 916 9691

Customer: R1215602 **BC Information Access Operations**
Q-10834-T1M0 - IAO Porting

Requirements

***CCA ice - Port 250-387-1321 to CCA ice CITZ - IAO App ***

LAO has been sent

Solution

Application Requirements:

- Developer will update workflow DNIS page to route new DID's to existing call flow (Remote DN) or specific existing queues
- No additional menus are required

System Requirements:

- ComputerTalk will be available to validate changes
- Number porting to be completed during business hours
- ComputerTalk will add new DID's to the SBC and ensure they reach the ice server
 - o Customer will be required to point their Toll-Free numbers to the new DID's provisioned by ComputerTalk
- Changes will be performed during ComputerTalk business hours, work outside of office hours will be subject to an Off Hours Premium

- Professional Services

Professional Services Description	hours
Project Coordination, Planning and Communication	1
Design	0.00
Application Development, Support and Cutover	1
QA Testing	0.00
Customer Service – Design/Consultation and Planning, Build/Install	2
Training	0.00
	4

Pricing

Contract term:

Monthly Network Service Charges

Sales Code	Item Description	Quantity	Unit/month	Amount
HNS-DID	Direct Inbound Dialing (DID) numbers	1	\$ 5.00	\$ 5.00

Monthly total for Network Services: \$ 5.00

Activation Services

Sales Code	Item Description	Quantity	Unit Price	Amount
HAS-DIDPRTBS	DID Porting and Hot Cut Fees (Business Hours)	1	\$ 728.00	\$ 728.00

Activation Services Total: \$ 728.00

Professional Services

Sales Code	Item Description	Quantity	Unit Price	Amount
HPS-ADD	Professional Services	4	\$ 196.00	\$ 784.00

Professional Services Total: \$ 784.00

Summary

Monthly Amount:	\$ 5.00
One-Time Amount:	\$ 1,512.00

Authorization

All terms as covered under the TSMA

See the Master Telecommunications Services Agreement, page 176, 177 Schedule F, Service Order and Service Change Order Requirements, Section 3.3, Section 2 Required Provision.

Each Service Order or Service Change Order issued under this Agreement will contain the following clause: "This order is made under and is subject to the terms and conditions of the Telecommunications Service Master Agreement effective July 29, 2011, as may be amended from time to time, between TELUS, Her Majesty the Queen in Right of the Province of British Columbia, as represented by Ministry of Citizens' Services, Insurance Corporation of British Columbia, British Columbia Hydro and Power Authority, British Columbia Lottery Corporation, Workers' Compensation Board of British Columbia, Provincial Health Services Authority, Northern Health Authority, Interior Health Authority, Fraser Health Authority, Vancouver Island Health Authority, Vancouver Coastal Health Authority and First Nations Health Authority." Please refer to the Price Book for a list of Products and Pricing for this Master Services Agreement. Approval given by Glenn Parsons (Product Manager) 604-663-7470 for the Registration of Non Standard Service Orders, refer to the Master (blanket) Product Manager Approval email on file.

2021 Holiday Brown Out Dates

ComputerTalk serves many customers who operate mission-critical contact centers during the holiday season. In an effort to reduce the risk of causing issues during most clients' busiest period, ComputerTalk is implementing a brown out period before and after the holidays. A brown out is a period of time when we do not take clients live or implement significant changes to our infrastructure. The brown out dates are as follows:

- Cloud - December 15th 2021 to January 2nd 2022
- On-premises - December 19th 2021 to January 2nd 2022

Permitted activities during the brown out dates include:

- Low risk/low impact activities to prevent possible events which may adversely affect customer service during this time (minor changes such as Time of Day, call blocking, audio/music)
- Emergency Maintenance activities as announced by ComputerTalk.

The Change Advisory Board will serve to identify which planned network activities are permitted during the brown out with the appropriate client impact statement. All changes to the ComputerTalk infrastructure must be pre-approved by the VP of Operations and Control.

Exceptions can be considered on the basis of urgency and are subject to internal change control and VP approval.

Call Centre and POS Device Solution

From: Pinske, James CITZ:EX <James.Pinske@gov.bc.ca>
 To: Kukucska, Cindy L CITZ:EX <Cindy.Kukucska@gov.bc.ca>
 Cc: Pinske, James CITZ:EX <James.Pinske@gov.bc.ca>
 Sent: November 8, 2021 12:21:41 PM PST
 Attachments: Ministry Bank Billing Rates 2020-2021 Updated July 1.pdf

Hi Cindy, as previously discussed, I misquoted our POS costs.

In my original cost summary I noted the following costs associated with the POS devices

Bank Account (\$250 annually)	\$21
POS Device x 2 Rental \$46/device	\$92

In speaking further with Cheryl, I now understand that we are not required to pay the annual \$250 account fee; however, I missed including \$10.04/month per device network access fee and a \$1.20 daily deposit fee (approx. \$25/month). I have also attached the Bank rate sheet for reference. With this in mind, the corrected monthly summary is:

Monthly Costs – November & December 2021		
10 Licenses @ \$256/ea	\$2,560	
Call Forwarding 250-387-1321 *only required until port completes 6-8wks	\$500	
Direct Inbound Dialing (DID) Number	\$5	
Bank Account (\$250 annually)	\$21	
POS Device x 2 Rental \$46/device	\$92	
POS Wireless Network Access (\$10.04 *2)	\$20.08	
Deposit Fee (\$1.20 daily deposit fee)	\$25	
Cell phone (PCI compliant line) x 1	\$65	
Toll Free Number (optional)	\$100	
MONTHLY COSTS (ending Dec 31, 2021)		\$3,343 \$3,367
**Monthly Costs – Starting January 2022		
5 Licenses @ \$256/ea	\$1,280	
Direct Inbound Dialing (DID) Number	\$5	
Bank Account (\$250 annually)	\$21	
POS Device x 1 Rental \$46/device	\$46	
POS Wireless Network Access (\$10.04 *1)	\$10.04	
Deposit Fee (\$1.20 daily deposit fee)	\$25	
Toll Free Number (optional)	\$100	
MONTHLY COSTS (beginning Jan 1, 2022)		\$1,452 \$1,466

I'd also like to prepose that for Jan 2022 we work with Cheryl to replace the single wireless POS device with a wired device that would be installed at the drop in workstation near Patrick. We would also need to move the analog line from the 2nd floor to this location. There would be a one time cost associated with this change, I have requested those details and will share once I have determined the estimated cost.

The wired option would save us \$21/month (\$252/year) and I expect would be more reliable than using wireless (which I've already needed to have a service call to replace one of the batteries). Further more, the wired option remains in a fixed location and has less risk of being lost/stolen.

James Pinske

Manager, Consolidated Intake and Open Information

Information Access Operations | Ministry of Citizens' Services

Phone: 778.698.3023

PO Box 9569, Stn Prov Gov, Victoria BC V8V 1S2

From: Begley, Rhianna CITZ:EX <Rhianna.Begley@gov.bc.ca>

Sent: October 19, 2021 11:59 AM

To: Pinske, James CITZ:EX <James.Pinske@gov.bc.ca>; Kukucska, Cindy L CITZ:EX <Cindy.Kukucska@gov.bc.ca>
Cc: Mullane, Loren CITZ:EX <Loren.Mullane@gov.bc.ca>; Prodan, Matthew CITZ:EX <Matthew.Prodan@gov.bc.ca>; Laidlaw, Susan CITZ:EX <Susan.Laidlaw@gov.bc.ca>
Subject: RE: Call Centre and POS Device Solution

Hi all,

Confirming that I will approve the following solution when I receive paperwork from the OCIO. I have spoken to Susan in IMT and we can accommodate this financial ask within the OCIO budget. I have also connected with Kerry and she is supportive of us proceeding.

James and Cindy, please let me know what you need from me. Looking forward to digging in on next steps.

Susan, cc'ing you so you can a) see that Kerry is supportive and b) see the detailed financials below.

Rhianna

From: Pinske, James CITZ:EX <James.Pinske@gov.bc.ca>

Sent: October 19, 2021 9:10 AM

To: Begley, Rhianna CITZ:EX <Rhianna.Begley@gov.bc.ca>

Cc: Kukucska, Cindy L CITZ:EX <Cindy.Kukucska@gov.bc.ca>; Pinske, James CITZ:EX <James.Pinske@gov.bc.ca>

Subject: Call Centre and POS Device Solution For Consideration

Good morning Rhianna, please find requested details below. Cindy has also reviewed and I have incorporated her feedback. If you have any questions, I am happy to discuss further at your convenience.

Costing Details to implement a new IAO Call Centre Solution and acquire two wireless Point of Sale (POS) devices

Costing Details to implement

Summarized Costs:

**Detailed cost breakdown below*

One-Time Cost: \$16,000

Monthly Cost Nov/Dec: \$3,000

Monthly Costs 2022 ongoing: \$1,500

A Call Centre Solution will:

- Allow IAO to effectively receive and distribute calls across a pool of up to 12 resources through concurrent licenses
- Route payment calls to designated analysts in possession of a POS machine and Payment Card Industry (PCI) compliant phone line to allow payment to be taken immediately with no call back needed and no involvement from Queens Printer.
- Route calls to specific topic streams and use skill based routing to resolve most calls at first point of contact which will improve the client experience
- Allow IAO to reallocate resources and target calls to the applicable Intake stream (i.e. Generals or Personals stream) , freeing up resources on the Personals side of Intake
- Align with CIRMO Objectives to develop and modernize our services with a client-centred approach; continuously improve how we operate; and make access to information easier for everyone.
- Position IAO towards a future integration with the AXIS replacement product to provide automated status updates to applicants.
- Position IAO to gain efficiencies and provide a better overall telephone service by:
 - Automatically redirecting applicants to agencies such as the RCMP
 - Monitoring live calls for training and quality assurance purposes
 - Providing real time and historical reporting options
 - Accounting for future growth and further customization of call centre use without any additional cost.

Current State Description:

- Incoming calls are directed to the IAO published phone number (250-387-1321) which is a single UC line with voicemail.
- Two staff from the Intake Personals team rotate responsibility to receive/respond to all calls and voicemails to this number
- Call duration ranges from 5 to 40 minutes
- Current call volume is approximately 30 calls per day
- 1 -2 calls per day require a payment to be processed which takes approximately 10 minutes of effort per payment

Analysis

- Current Daily call time = 6 hours (30 calls * 12 minute estimated average call duration = 360 minutes)
- 6 hours of daily call time represents 77% allocation of 1 FTE (6hrs / 7.83)
- Phone allocation is limited to 1 FTE as a result of the single line phone
- Adding an additional 20 payments/day, using the current state process, would add 3 hours of call time and increase phone allocation for 1 FTE to 115%. (9hrs / 7.83)

Detailed Cost Breakdown:

One Time Costs		
ICE Call Centre Design/Build/Implement	\$14,084	
Porting Service: 250-387-1321	\$1,500	
Toll Free Number (optional)	\$250	
TOTAL ONE TIME COSTS		\$15,834
Monthly Costs – November & December 2021		
10 Licenses @ \$256/ea	\$2,560	
Call Forwarding 250-387-1321 *only required until port completes 6-8wks	\$500	
Direct Inbound Dialing (DID) Number	\$5	
Bank Account (\$250 annually)	\$21	
POS Device x 2 Rental \$46/device	\$92	
Cell phone (PCI compliant line) x 1	\$65	
Toll Free Number (optional)	\$100	
MONTHLY COSTS (ending Dec 31, 2021)		\$3,343
**Monthly Costs – Starting January 2022		
5 Licenses @ \$256/ea	\$1,280	
Direct Inbound Dialing (DID) Number	\$5	
Bank Account (\$250 annually)	\$21	
POS Device x 1 Rental \$46/device	\$46	
Toll Free Number (optional)	\$100	
MONTHLY COSTS (beginning Jan 1, 2022)		\$1,452

Regards,

James Pinske

Manager, Consolidated Intake and Open Information

Information Access Operations | Ministry of Citizens' Services

Phone: 778.698.3023

PO Box 9569, Stn Prov Gov, Victoria BC V8V 1S2

Banking and Cash Management

Bank Billing Fees 2020-2021

Effective July 1, 2020

Bank Accounts	BCM Fee	
Annual fee	\$250.00	Per account (billed quarterly)
Cash/Cheque Deposit Fee	\$1.20	Per Deposit
Returned Cheques	\$30.00	Per Cheque
Cheques Issued (CAS)*	\$2.50	Per Cheque*
		<i>*fee increase of \$0.40 per cheque</i>

Pre-Authorized Debit (EFT)	BCM Fee	
Transaction fee	\$0.10	
Deposit fee	\$1.20	One payment file per day

Online Bill Payment (Internet Banking)	BCM Fee	
Annual fee	\$4,000	Per CCIN (billed quarterly)
Deposit fee	\$1.20	One payment file per bank per day

Payment Card Industry (PCI) Compliance	BCM Fee	
Per Transaction	\$0.30	Fee increase of \$0.10 per transaction

Internet (BC Express Pay) & Web Terminal	Bank Fee (interchange)	Bank Transaction Fee	BCM Transaction Fee
Visa**	1.700%	\$0.042	\$0.025
MasterCard**	2.050%	\$0.042	\$0.025
Amex	1.700%	\$0.042	\$0.025
Visa Debit**	1.253%	\$0.042	\$0.025
MasterCard Debit**	0.425%	\$0.042	\$0.025

Deposit Fee \$1.20 Per deposit (one per day)

WEB Terminal/Internet Site Fee \$30.00 plus PST Per month per Site

POS	Bank Fee (interchange)	Bank Transaction Fee	BCM Transaction Fee
Visa**	1.800%	\$0.012	\$0.025
MasterCard**	1.850%	\$0.012	\$0.025
Amex	1.700%	\$0.012	\$0.025
Interac Debit	n/a	\$0.0216	\$0.020
Interac Flash (Tap/Pay n Go)	n/a	\$0.0566	\$0.020

Equipment Rental

POS Rental Fee	\$25.00	plus PST	Monthly per POS device
POS Rental Fee - Wireless	\$46.00	plus PST	Monthly per POS device
Monthly Wireless Network Access	\$10.04	plus PST	Monthly per POS device

Deposit fee \$1.20 Per deposit (one per day)

Other Fees	BCM Fee
Certificate of Approval	\$100.00

*** Visa and MasterCard Interchange Rates are estimates. These rates may be adjusted higher or lower to reflect actual costs which are dependent on card type and transaction type at the time the goods or services are purchased from the province.*

For inquiries contact: bankingrelations@gov.bc.ca

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FW: Application Fee

From: Kukucska, Cindy L CITZ:EX <Cindy.Kukucska@gov.bc.ca>
To: Begley, Rhianna CITZ:EX <Rhianna.Begley@gov.bc.ca>
Sent: December 16, 2021 3:20:11 PM PST
Attachments: Appendix A - FOI Application Fees in Other Canadian Jurisdictions.docx, FOI Fee Application Fee Issue Paper Submission - Supplementary Calculations and Estimates.xlsx, s.12; s.13
s.12; s.13 DRAFT FOI Application Fee Issue Paper Submission - v2.docx, 115782 MIN DBN - Seek TB Approval on FOI Application Fee (signed).pdf

From: Begley, Rhianna CITZ:EX <Rhianna.Begley@gov.bc.ca>

Sent: October 5, 2021 5:06 PM

To: Kukucska, Cindy L CITZ:EX <Cindy.Kukucska@gov.bc.ca>

Subject: FW: Application Fee

From: Sime, Mark CITZ:EX <Mark.Sime@gov.bc.ca>

Sent: October 4, 2021 4:06 PM

To: Begley, Rhianna CITZ:EX <Rhianna.Begley@gov.bc.ca>

Subject: Application Fee

Lets start here. You might want to dig in more on the why, which we can either talk through, or I can send more things. I think this will be a good place to begin though.

M

Mark Sime

Project Director

Strategic Policy and Legislation | Ministry of Citizens' Services

e: Mark.Sime@gov.bc.ca | t: (250) 698-5838

Appendix A: FOI Application Fees in Other Canadian Jurisdictions

Jurisdiction	Application Fee
British Columbia (Current)	No Fee
British Columbia (Proposed)	To be determined in future regulation
Alberta	\$25 for first request / \$50 per continuing request
Saskatchewan	\$20 per requests to local governments
Manitoba	No Fee
Ontario	\$5 per request
Quebec	No Fee
Nova Scotia	\$5 per request
New Brunswick	No Fee
Prince Edward Island	\$5 per request
Newfoundland and Labrador	No Fee
Yukon	No Fee
Northwest Territories	No Fee
Nunavut	\$25 per request
Canada	\$5 per request

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OCIO – CIRMO

FOI Modernization Governance Committee

Friday November 26th, 2021



Ministry of
Citizens' Services

Agenda

Time	Agenda Item	Responsible
5 min	Welcome and Territorial Acknowledgment	Kerry
5 min	Business Context, Product Vision and KPIs	Loren
10 min	First Release, Pilot Context, Partners and Roadmap	Matt
10 min	Fees Project	Loren
10 min	MCFD FOI Assessment Project	Rhianna
10 min	Project Financials	Loren
10 min	Discussion	All

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Business Case



Government is unable to meet **legislated time limits** due to the **increase in the volume and complexity** of requests.



The team is building a **unified web application** to manage and redact FOI requests using **robotic automation** and **real-time analytics** to save time and improve performance tracking.



Currently staff must move between different applications, **exacerbating delays** in the process and **increasing time spent on administration based tasks**.



Easy to use, **streamlined process**, timely response rate with **reduced time required** on administration based tasks.



The estimated cost for government to currently respond to FOI requests is approximately **\$30M per year**.



It is anticipated that an **integrated, holistic technical solution** will **reduce costs by nearly 9%** per year.

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Product Vision

A holistic integrated platform to manage all aspects of the FOI process

For applicants, Ministry clients, and IAO Staff

Who are frustrated with the current patchwork of tools and pressed to meet legislated deadlines

The new FOI Product is a unified web application to manage and redact FOI requests

That uses robotic process automation to save time and real-time analytics to track performance

Our Product is easy to use, streamlines the process and enables timely response to FOI requests

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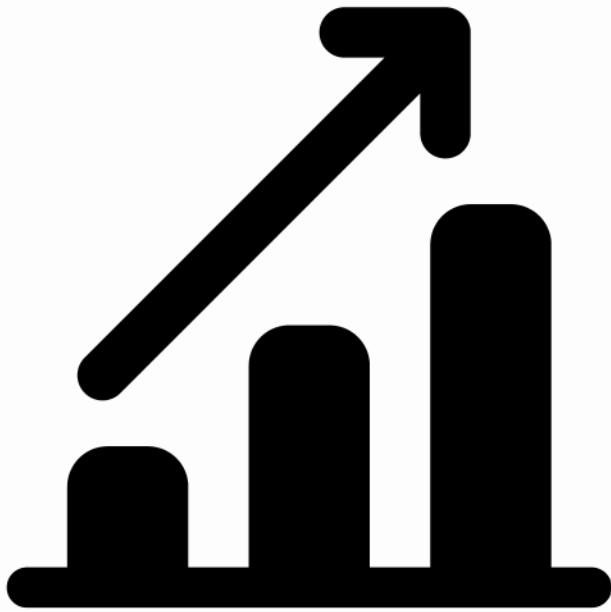
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Key Performance Indicators



Increase government compliance with 90% of FOI requests meeting legislated timelines

Decrease the average cost of FOI requests by 8.75%

Decrease the average processing time from 49 to 30 days

Increase the percentage of unique applicants using the online webform by 10%

Increase the number of requests redirected to publicly available information by 10%

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First Release

The Product

On July 5, 2021 the product team launched its first product release, a micro service known as the File Watcher



What It Does

- Scans the shared LAN used by IAO and all Ministries for newly added records
- Automatically converts problematic file types to PDF for redaction
- Automatically exports and converts problematic files attached to emails while maintaining the order of the records

Why It Matters

- Previously problematic file types had to be converted manually, requiring effort from Ministry and IAO staff
- Over 1300 problematic files converted to date, resulting in nearly 12,000 converted PDF files
- Estimated time savings of 500 hours per year

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Product Pilot and Ministry Partners

Purpose

To deliver value to ministry clients early and test that the new application is easy to use and saves time while mitigating the change impact by limiting the number of initial users

Our Partners

- Ministry of Labour
- Ministry of Jobs, Economic Recovery and Innovation
- Ministry of Tourism, Arts, Culture and Sport
- Ministry of Municipal Affairs
- Ministry of Education



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Product Roadmap

Complete

Online Payment - Application Fees

User Assignments

Request Lifecycle

Request Details View

★ Request Management Queue

★ Divisional Tracking

In Progress

In-App Communication

Document Storage

Legacy System Integration

★ Basic Reporting

Upcoming

Online Payment - Processing Fees

MCFD Recommendations

Applicant Experience

Digital Forms

★ Advanced Reporting

Pilot Scope

★ Custom features for Ministries

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Roadmap to the Pilot

Q3 FY 21/22

- ★ Product Team designs prototypes, develops features, tests, and iterates
- ★ Pilot Working Groups meet to provide feedback on and co-design the latest product iterations
- ★ Product team provides update on velocity and anticipated release date

Q4 FY 21/22

- ★ Product Team focuses on feature development, testing, and bug fixes
- ★ Pilot Working Groups focus on readiness for release and develop training sessions and materials
- ★ Executive leadership champions the product and prepares their organizations for implementation

Q1 FY 22/23

- ★ Product Team releases the product and provides ongoing support and development
- ★ Pilot Working Groups provide updates and feedback on successes, challenges, and improvements
- ★ Pilot Teams implement the product and transition their teams to the new system and processes

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Fee Payment Project



The FOI Modernization Team has contracted additional resources to develop a solution that enables online credit card payments for fees related to FOI requests

October 18

Legislative amendments introduced in the House enabling public bodies to charge an application fee for FOI requests for general information

November 5

Completed development of online payment solution by FOI Modernization Team. Ready for integration with PayBC

November 15

Configuration with PayBC completed. Online payment solution ready to be deployed into production

November 26

Amended legislation and regulation expected to come into effect. Online payment solution deployed into production

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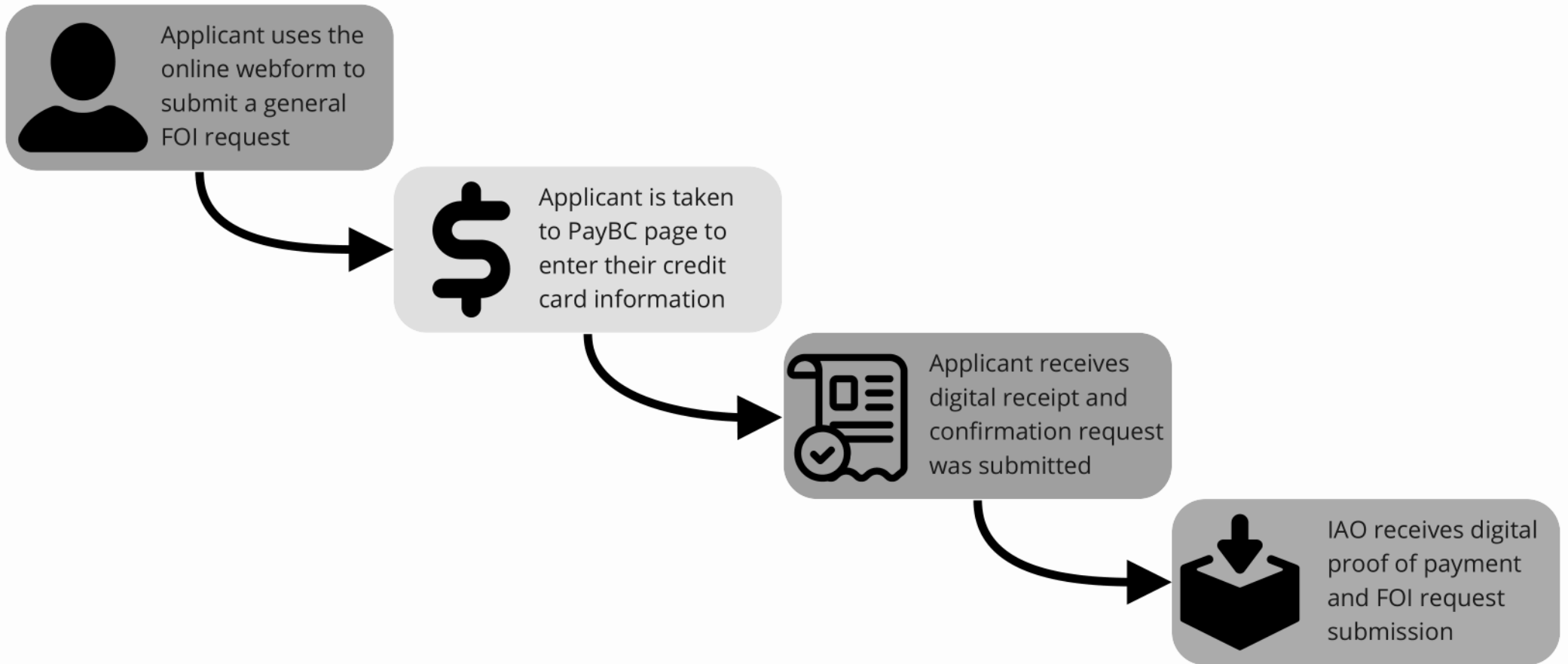
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Application Fee Payment Flow



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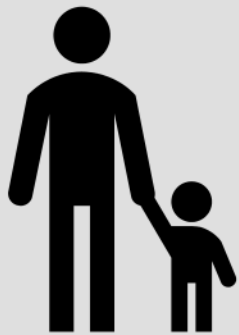
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MCFD and Deloitte Project

Overview

The Ministry of Children and Family Development (MCFD) and IAO have partnered with Deloitte to examine how we can sustainably reduce the time and effort to process FOI requests for personal information while ensuring applicants receive the information they require in a time-compliant, accurate, accessible, and efficient manner

Context



- MCFD received an average of 2,080 personal FOI requests each year over the last three fiscal years
- 96% of requests are from individuals
- Many result in a large volume of responsive records
- Solutions from this project can be leveraged with other ministries and applicant groups

Scope

- Paper and digital records processes
- Mapping FOI processes within MCFD and IAO
- Develop recommendations to address pain points identified in process maps
- Interviews with advocacy groups and applicant representatives to understand user needs
- Develop an implementation plan for the agreed recommendations between MCFD and IAO

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MCFD Project Recommendations

Of the 12 priority recommendations identified, five seek collaboration with the FOI Modernization Project and fall under the project scope

1. Embed a pre-qualification assessment form into the online FOI webform

2. Update online FOI webform to provide clear options of records available from MCFD with visuals

3. Optimize Workflows between IAO and MCFD's Disclosure and Document Management branch

4. Streamline communications with applicants by using automated workflows

5. Develop user friendly and accessible guides and resources to assist applicants with the FOI process

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Object Storage Solution - Anticipated Cost Savings

Storage Solution	Costs	Projected Savings (%) Object Storage
LAN Storage	2.70 /GB (monthly)	97%
Tier 2 Server Storage	0.90/GB (monthly)	92%
Tier 3 Server Storage	0.55/GB	87%
Backup Server Storage	0.36/GB	80%
Object Storage (future state)	0.07/GB	-

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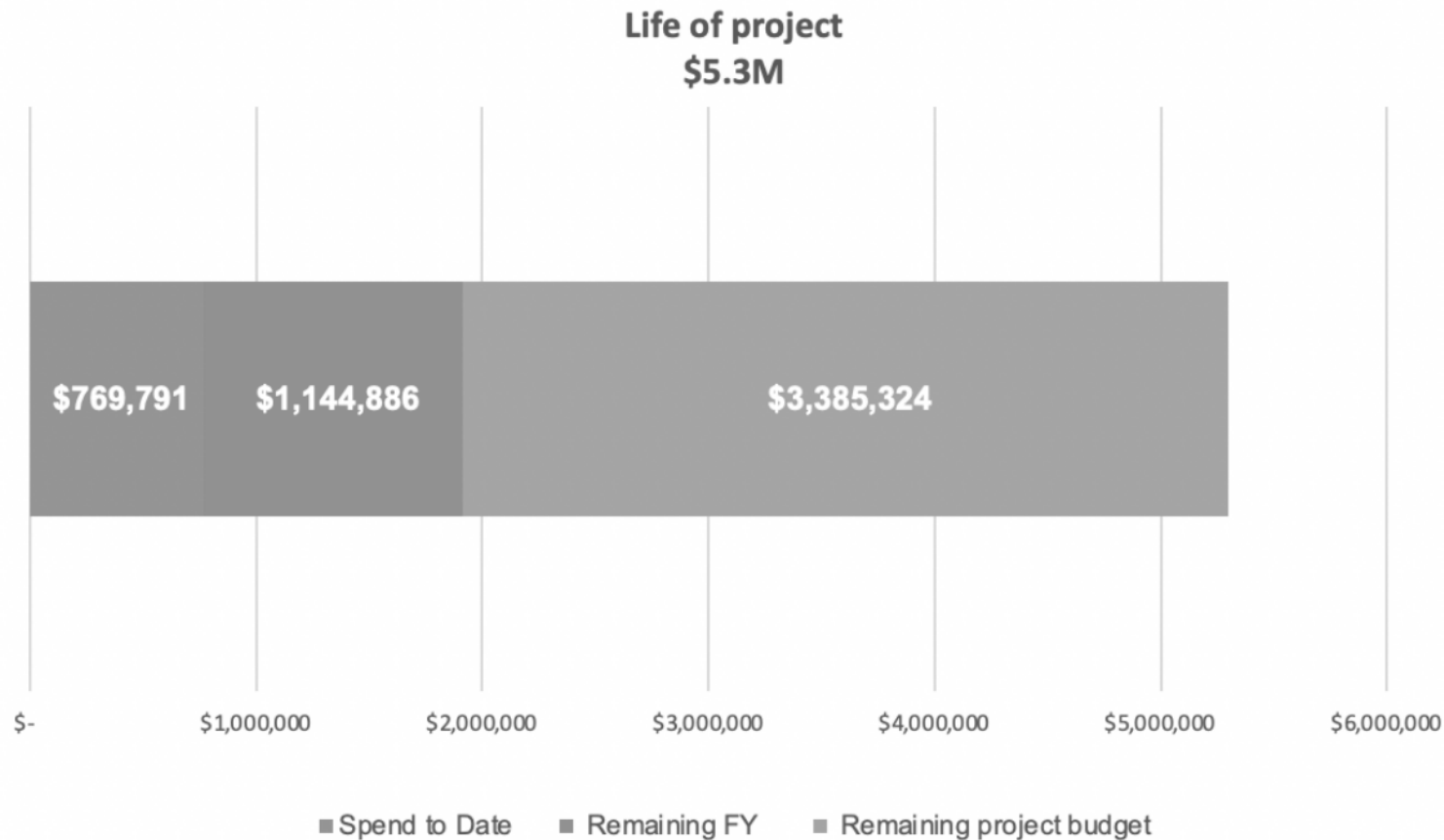
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Project Financials - Overall Project Budget



- 15% spent
- 21% more forecast in 21-22
- 64% remaining

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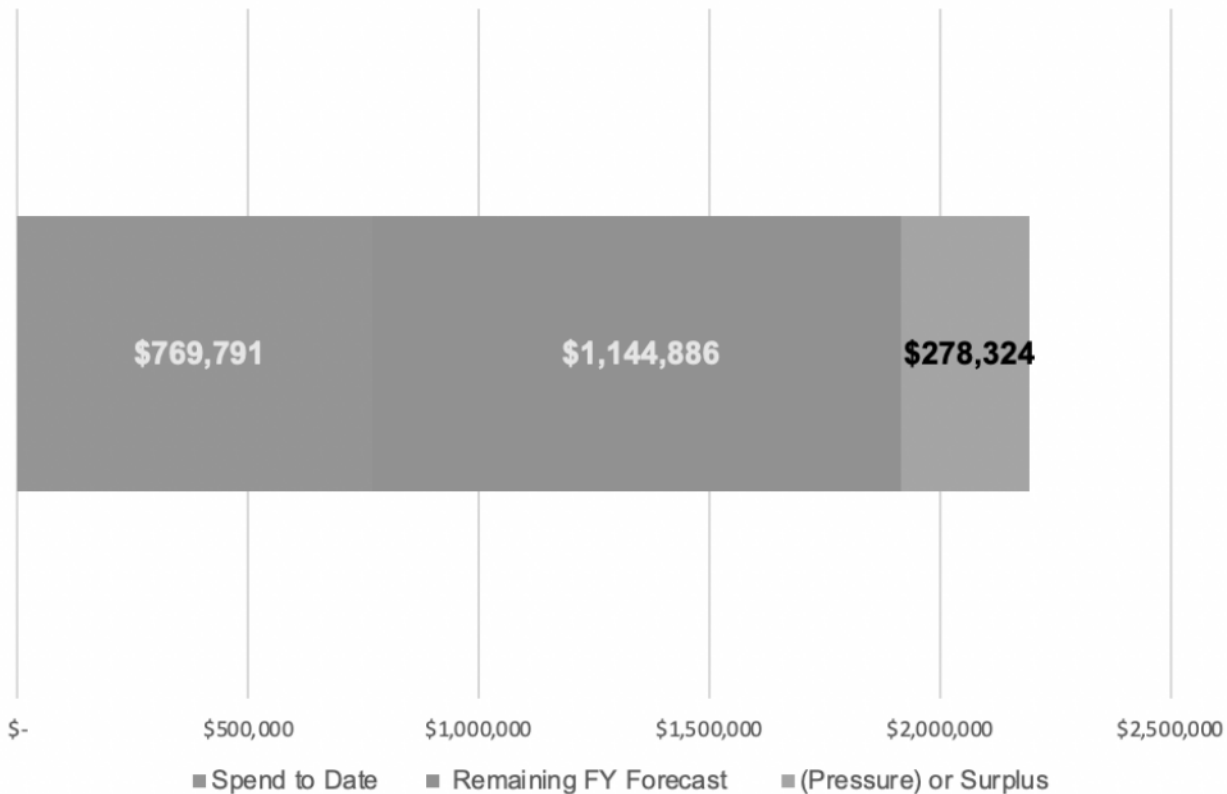
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Project Financials - FY 21/22 Forecast

FY 2021-22 Budget
\$2.2M



- 35% spent
- 52% more forecast in 21-22
- 13% surplus to be re-profiled for last year of project

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Project Financials - FY 21/22 Forecast

Storage Solution	Spent to date	Remaining FY Forecast
Sprint With Us team	\$404,219	\$310,938
Government team	\$280,860	\$210,060
Data Storage	\$67,200	\$326,400
MCFD Service Design	-	\$165,000
Fees	\$17,512	\$102,488
Financial audit	-	\$30,000

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Slide Deck - Governance Committee Meeting - Nov 26

From: Prodan, Matthew CITZ:EX <Matthew.Prodan@gov.bc.ca>
To: Desaulnier, Vicki CITZ:EX <Vicki.Desaulnier@gov.bc.ca>
Cc: Andrews, Arielle CITZ:EX <Arielle.Andrews@gov.bc.ca>, Mullane, Loren CITZ:EX <Loren.Mullane@gov.bc.ca>, Begley, Rhianna CITZ:EX <Rhianna.Begley@gov.bc.ca>
Sent: November 25, 2021 12:40:42 PM PST
Attachments: Governance Committee - Slide Deck - Nov 26.pdf

Hi Vicki,

As discussed, attached is the slide deck for tomorrow's governance committee meeting.

Thank you!

Matt

Matthew Prodan | Manager | Information Access Operations | **Ph:** (250) 387-3411 | **e:** **Matthew.Prodan@gov.bc.ca** | **m:** PO Box 9569, Stn Prov Gov, Victoria BC V8W 9K1

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CONTRACT PRE-APPROVAL REQUEST

Ministry of Citizens' Services


CLIFF #:

FORM USAGE AND ROUTING:

This form must be completed by the contract manager to clearly document the business need to procure services from an external provider and it ensures compliance with Ministry policy. **Pre-approval is required by the Program Assistant Deputy Minister for all STOB 60xx, 61xx and 63xx Contracts and Amendments.** This form must be completed and pre-approved by the ADM prior to any discussion with or commitment to the vendor. Send this completed form along with other required documents (contract checklist, GSA, etc.) to cfs.contracts@gov.bc.ca, Financial and Administration Services Branch. A copy of this form should be kept in the business area's contract file. **Note:** Highlighted fields with a border are required fields.

CONTRACT INFORMATION			
Contract Manager Name: Loren Mullane		Program Area: Information Access Operations	
STOB: 6309	Amount included in Program Area Forecast: <input checked="" type="radio"/> Yes <input type="radio"/> No	Planned Procurement Method: Direct Award	
Estimated Contract Value: \$ 30,000.00	Estimated Term: 6 months	Contract Type: <input checked="" type="radio"/> New <input type="radio"/> Renewal <input type="radio"/> Amendment	
Commonly Used Contract STOBs: 6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt.). 6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation. 6020/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees. 6101/02 - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting). 6302 - Data Operations Non-WTS - Fees and expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals). 6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.			

SUMMARY OF THE SERVICES – Why it is required.	
PART 2	<p>1. Describe the services required, the reason it is needed and include any relevant background information?</p> <p>A Financial Risk and Controls Review is required to add a new payment solution for applicants to pay FOI fees online, leveraging the corporate credit card solution PayBC.</p> <p>Delivering the functionality to collect fees online is necessary. The increase in applicants paying fees is not workable with the current payment solution (i.e., the applicant calls in with their credit card).</p>
	<p>2. Is this required to fulfil a legal or formal provincial commitment? <input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>If yes, please explain:</p> <p>The Province is amending FIPPA to require the payment of a fee when submitting a general FOI request.</p>
	<p>3. Why could existing staff resources not fill the need?</p> <p>Existing staff do not have the skills and the experience. Finance policy requires the audit is completed by a third-party vendor.</p>
	<p>4. Describe the impact if it is not approved.</p> <p>The change to how government collects FOI fees has not been formally announced; posting competitively would publicized the change in advance of the announcement.</p>

APPROVAL		
ADM Name:	Signature:	Date:
Kerry Pridmore		October 08, 2021



Reset



Print



Submit

FINANCIAL REVIEW AND ASSURANCE SERVICES AGREEMENT



<i>For Administrative Purposes Only</i>	
Ministry Contract No.: C22CIR42471 Requisition No.: 42471 Solicitation No.(if applicable):	Financial Information Client: 112 Responsibility Centre: 32999 Service Line: 20403 STOB: 6309 Project: 3201010
Commodity Code:	
Contractor Information Supplier Name: MNP LLP Supplier No.: 2033879 (010) Telephone No.: (778) 265-8883 E-mail Address: Adam.Taylor@mnp.ca Website: https://www.mnp.ca/en	Template version: January 2, 2020

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SCHEDULE A – SERVICES

- Part 1 - Term
- Part 2 - Services
- Part 3 - Related Documentation
- Part 4 - Key Personnel

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable
- Part 2 - Fees
- Part 3 - Expenses
- Part 4 - Statements of Account
- Part 5 - Payments Due

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 15th day of October, 2021.

BETWEEN:

MNP LLP (the "Contractor") with the following specified address and fax number:

300 – 888 Fort Street, Victoria, BC
V8W 1H8
250-388-6555

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Honourable Minister of Citizens' Services Lisa Beare (the "Province") with the following specified address and fax number:

PO BOX 9569 STN
Victoria, BC, V8W9K1
236 478-2156

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) "Final Deliverables" means the final versions of the reports, findings, opinions or other materials (including any appendices or other attachments to them) specified in Schedule A as the "Final Deliverables";
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means working papers, accounting records, draft opinions, notes, reports, findings, records and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Final Deliverables;
- (e) "Received Material" means records 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 12.4; 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.

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 8.1, 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 12.10(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 or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, 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. In this section and in section 5.2, "Privacy Protection Schedule" means the Privacy Protection Schedule attached as Schedule E.

Collection of personal information

5.2 As contemplated by sections 4 and 5 of the Privacy Protection Schedule, it is specified that in performing the Services:

- (a) the Contractor may collect personal information from a person other than the individual the information is about; and

- (b) the Contractor is not required to tell an individual from whom the Contractor collects personal information about any of the matters described in section 27(2)(a) to (c) of the *Freedom of Information and Protection of Privacy Act*.

In this section, “personal information” has the same meaning as in the Privacy Protection.

Schedule. Security

5.3 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

5.4 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) as required by the rules of professional conduct or code of ethics of an applicable professional governing body; or
- (c) if it is information that is generally known to the public other than as result of a breach of this Agreement.

Public announcements

5.5 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

5.6 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 the Contractor has not been authorized or required to provide that access by this Agreement or a separate written consent or direction of the Province, the Contractor must promptly advise the person to make the request to the Province.

Ownership of Material

6.2 The parties agree that:

- (a) the Province owns the copies of the Final Deliverables delivered to the Province by the Contractor;
- (b) no proprietary rights, including intellectual property rights, in the Received Material are acquired by the Contractor or Subcontractor as a result of the Received Material being received by the Contractor or Subcontractor from the Province or other owner; and

- (c) except as provided in this Agreement, the Contractor owns all proprietary rights, including intellectual property rights, in the Produced Material.

License of Final Deliverables

- 6.3 Upon delivery of the Final Deliverables to the Province, the Contractor grants to the Province
- (a) an exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of the Final Deliverables, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, publish and distribute the Final Deliverables in whole or in the part; and
 - (b) the right to sublicense or assign to third parties any or all of the rights granted to the Province under section 6.3(a)

subject to any conditions that may be set out in Schedule A.

Delivery of Received Material

- 6.4 The Contractor must deliver any Received Material to the Province immediately on the Province's request.

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 INDEMNITY AND INSURANCE

Indemnity

- 8.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense 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, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) 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; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Monetary limitations of indemnity

- 8.2 The indemnification by the Contractor pursuant to section 8.1 is limited to:
- (a) \$2,000,000 per Loss; and
 - (b) \$4,000,000, in the aggregate for all Losses.

Exceptions to monetary limitations

- 8.3 The limitations set out in section 8.2 do not apply to a Loss resulting from or relating to any of the following:

- (a) bodily injury or damage to real property or tangible personal property;
- (b) third-party intellectual property rights; or
- (c) a breach of section 5.1 to 5.3 or 6.1 of this Agreement.

Province to notify Contractor of Loss

- 8.4 To claim indemnification for a Loss pursuant to section 8.1, the Province must notify the Contractor in writing of the Loss as soon as reasonably practicable after the Province becomes aware of the Loss, provided that a failure by the Province to provide such notification will not invalidate the claim, unless the Contractor is materially prejudiced by that failure.

Third-party intellectual property infringement claims

- 8.5 If the Loss is on the basis of a third-party claim that any element of the Material infringes the intellectual property rights of any person,
- (a) then, without limiting section 8.1, the Contractor must defend the Province against that claim at the Contractor's expense and the Contractor must pay all associated costs, damages and legal fees that a court or arbitrator finally awards or are included in a settlement agreed to by the Contractor; and
 - (b) the Province must cooperate with the Contractor in the defence of the claim and, where appropriate in the discretion of the Province, will allow the Contractor to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.

Insurance

- 8.6 The Contractor must comply with the Insurance Schedule attached as Schedule

D. Workers compensation

- 8.7 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

- 8.8 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 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

- 8.9 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 8.7 and 8.8.

9. FORCE MAJEURE

Definitions relating to force majeure

- 9.1 In this section and sections 9.2 and 9.3:

- (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 embargo

if 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

- 9.2 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 9.3.

Duties of Affected Party

- 9.3 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.

10 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 10.1 In this section and sections 10.2 to 10.4:
 - (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

- 10.2 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 10.2(a).

Delay not a waiver

- 10.3 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

- 10.4 In addition to the Province's right to terminate this Agreement under section 10.2(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

- 10.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 10.4:
- (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

- 10.6 The payment by the Province of the amount described in section 10.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 10.7 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.

11 DISPUTE RESOLUTION

Dispute resolution process

- 11.1 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 Mediate BC 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 *Arbitration Act*.

Location of arbitration or mediation

- 11.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 11.1 will be held in Victoria, British Columbia.

Costs of arbitration or mediation

- 11.3 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 an arbitration or mediation under section 11.1 other than those costs relating to the production of expert evidence or representation by counsel.

12 MISCELLANEOUS

Delivery of notices

- 12.1 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

- 12.2 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 12.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 12.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 12.4 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

- 12.5 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

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

Entire agreement

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

Survival of certain provisions

- 12.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.6, 6.1 to 6.4, 7.1, 7.2, 8.1 to 8.6, 9.1 to 9.3, 10.2, 10.3, 10.5, 10.6, 11.1 to 11.3, 12.1, 12.2, 12.8, and 12.10, 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 subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 12.9 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

- 12.10 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

- 12.11 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

- 12.12 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

12.13 The Province must make available to the Contractor any information in the Province's possession that is required by the Contractor to perform the Services.

Conflict of interest

12.14 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

12.15 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

12.16 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

12.17 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

12.18 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

12.19 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

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

Tax Verification

12.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

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

13 INTERPRETATION


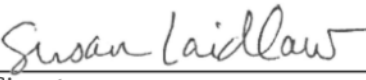
13.1 In this Agreement:

- (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*.

14 EXECUTION AND DELIVERY OF AGREEMENT

14.1 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 12.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>14th</u> day of <u>October</u>, 2021 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>_____ Signature(s)</p> <p><u>Adam Taylor</u> _____ Print Name(s)</p> <p><u>Partner, Enterprise Risk Services</u> _____ Print Title(s)</p>	<p>SIGNED on the <u>18th</u> day of <u>October</u>, 2021 on behalf of the Province by its duly authorized representative:</p> <p></p> <p>_____ Signature</p> <p><u>Susan Laidlaw</u> _____ Print Name</p> <p><u>Executive Director, IM Transformation</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 October 15, 2021 and ends on April 15, 2022.
2. At the discretion of the Province, this opportunity may be renewed for one additional six-month period.

PART 2. SERVICES:

The Ministry of Citizens' Services Information Access Operations (IAO) is building a new Freedom of Information management system to modernize the how government manages Freedom of Information (FOI) requests.

As part of this modernization, IAO is providing an online credit card payment solution for applicants to pay for fees for general FOI requests. This is to meet a legislated change to the collection of fees.

This new payment solution will be launched on December 1, 2021. A Financial Risk and Controls Review (FRCR) of the new system is required.

The FOI management system will connect to the Ministry of Finance's PayBC and Corporate Financial System (CFS) for credit card payments. Only the FOI management system is in scope for the FRCR. PayBC, the CFS and other functionality provided by the Ministry of Finance are out-of-scope.

Outputs

The Contractor must perform a Financial Risk and Controls Reviews ("FRCR") for the FOI system only for what is essential to provide assurance that the system applications have maintained the integrity of manual and automated financial controls for the following:

Phase 1 – Project Planning and Kick-Off

The Contractor will clarify requirement through kick-off meetings using Agile Approach and:

- a) Identify key stakeholders, internal and external teams;
- b) Scope, work-plan, timelines;
- c) Work with the Ministry and implementation teams to identify and collect background materials relevant to implementation; and
- d) Confirm refined FRCR scope, detailed workplan and deliverables, information request, and interview Schedule.

Phase 2– Understanding and Assessing Controls

The Contractor will work with FOI product team to walkthrough updates, to system process configurations or interfacing, and assess whether updates result in significant change to financial risks and controls. The Contractor will also test updated controls to ensure design and operating effectiveness. The Contractor will communicate and find solutions with stakeholders in the occurrence of changes that results in unmitigated and significant financial risk or failed control test and:

- a) Interview key stakeholders including proposed control owners to confirm understanding;
- b) Identify relevant financial control objectives and related risks;

- c) Identify and validate current or planned financial controls to address and/or mitigate identified risks and residual risk of loss, error, misuse, or fraud;
- d) Create Risks and Controls Matrix through interviews and documentation that meet FRCR policy requirement to identify key controls; and
- e) Validate preliminary observations with the key stakeholders and assess adequacy of controls and identify gaps, non-compliance, areas of risk exposure, and will document and assess root causes.
- f) For any changes that result in an unmitigated and significant financial risk or failed control test, communicate and work out a solution with stakeholders to ensure the risk is mitigated prior to the market release.

Phase 3– FRCR Reporting

Finalize and present findings and recommendations for FRCR and if any changes are to be made during this phase, the Contractor will re-perform phases 1 and 2 and revise report accordingly and:

- a) Draft a report documenting findings on background, a summary of observations, and recommendations to the Ministry to align/enhance processes and contracts for subject area going live;
- b) Include updated RCM as an appendix to draft report;
- c) Provide draft report to stakeholders for review and update report based on feedback and issue final report;
- d) Provide briefings and /or presentations on results of review at the request of the Ministry; and
- e) Prepare and issue final report.

Final Deliverables

The Contractor must prepare and deliver to the Province by November 22, 2021 the following (specified for the purposes of this Agreement as the “Final Deliverables”):

- a) Financial Risk and Controls Review for review, feedback and approval per specified timelines;
- b) Financial Risk and Controls Review final report, including a reporting summary highlighting work performed and findings, as well as recommendation with the support risk and controls matrices attaches per specified timelines; and
- c) Present observations and recommendations to selected stakeholders during exit meeting.

Inputs

The Contractor must:

- a) Provide key resources who are registered professionals in good standing with their association and experienced in conducting Financial Risks and Controls Review for projects of similar scope and complexity.

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:

- a) The FRCR will provide the Ministry with assurance as to the sufficiency of the design of financial system controls to ensure continued conformity with accounting assertion criteria and integrity of the financial information.
- b) The review services will also assess key internal controls designed to prevent and reduce the risk of loss, error, misuse or fraud.
- c) Review will be completed within a reasonable time to allow the Ministry project team sufficient time to take corrective actions, prior to service implementation dates.

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

Reporting requirements

A report is required at the end of the Phase 3 of services.

PART 3. RELATED DOCUMENTATION:

Not applicable.

PART 4 KEY PERSONNEL:

- 1. The Key Personnel of the Contractor are as follows:
 - (a) Adam Taylor
 - (b) Ken Wong
 - (c) Busola Fagbebe

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$30,000 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:

Flat Rate

Fees: \$30,000 for performing the Services during the Term.

3. EXPENSES:

Expenses:

None

4. STATEMENTS OF ACCOUNT:

Statement of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, 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;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) 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.

Please submit to Loren.Mullane@gov.bc.ca and cc: Michelle.Sinnott@gov.bc.ca

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligation 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 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; and
 - (b) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate, calculated as follows:
 - (i) not less than \$1,000,000, if the "Maximum Amount" set out in Schedule B is less than \$500,000; and
 - (ii) not less than \$2,000,000, if the "Maximum Amount" set out in Schedule B is \$500,000 or greater.
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, 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. Despite section 1(b) of this Schedule, if in the Province's sole discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 1(b), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

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*;
 - (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; and
 - (e) “**privacy course**” means the Province’s online privacy and information sharing training course.

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.

Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor’s expense, the privacy course prior to that person providing those services.

7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

8. 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

9. 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

10. 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.
11. When issuing a written direction under section 10, 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 12.
12. Within 5 Business Days of correcting or annotating any personal information under section 10, 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.
13. 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

14. 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

15. 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

16. 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

17. 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

18. 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.
19. 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

20. 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

21. 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

22. 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

23. 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.
24. 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

25. 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

26. 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

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. 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.
29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
30. 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.
31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
32. 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) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and
 - (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;

- (j) **“Tenancy”** means those components of the Systems that:
 - (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province’s tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **“Tenancy Security Event Logs”** means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

- 2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

- 3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

- 4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:
 - (a) verifying their identity and relevant education, professional qualifications and employment history;
 - (b) completing a criminal record check that is updated at least every five years;
 - (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
 - (d) performing any additional screening this Agreement or applicable law may require; and
 - (e) performing any additional background checks the Contractor considers appropriate,
 the Contractor is satisfied that the individual does not constitute an unreasonable security risk.
- 5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.

6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:
 - (a) "Information Security Policy";
 - (b) government wide IM/IT Standards; and
 - (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

13. The Contractor must:

- (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
- (b) ensure that adequate testing of any change is completed before the change is put into

production. **Backups and restores**

14. The Contractor must ensure that:

- (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
- (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
- (c) frequency and completeness of backups is based on reasonable industry

practice. **Business continuity plan and disaster recovery plan**

- 15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
- 16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

- 17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

18. The Contractor must ensure that:

- (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
- (b) encryption end-to-end is implemented for all Protected Information in

transit. **No storage on unencrypted portable media**

- 19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

- 20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.
27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
 - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of

inactivity. **Highly sensitive Protected Information**

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
 - (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;
 - (c) request based access; and
 - (d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,

to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
 - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:
 - (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
 - (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
 - (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
 - (d) limit or revoke access to any Province systems, facility or device at its

discretion. **Application development**

40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
43. The Contractor must review physical access logs at least once monthly.
44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification

badges. Separation of production from test environments

45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).
46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:
 - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and

- (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:

- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
- (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
- (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:

- (a) at such level of protection as the Province may instruct ; and
- (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:

- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;
- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:

- (a) database maintenance utilities that bypass controls are restricted and monitored;

- (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
- (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).

53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:

- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
- (b) are configured to perform antivirus scans at least once per week;
- (c) have host based firewall configured, enabled and active at all times; and
- (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:

- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
- (b) implement processes to stay current with security threats.

Patching

- 56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
- 57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
- 58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
- 59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

- 60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and

- (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

- 61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

- 62. The Contractor must ensure that all Systems servers:
 - (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and
 - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

- 63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

- 64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
- 65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

- 66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
- 67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and

(b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.

68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
 - (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:
- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
 - (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
 - (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and

- (d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:

- (a) vulnerability scan reports of those Systems providing the Services; and
- (b) patch status reports for those Systems providing the Services.

78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:

- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
- (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement

79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. 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.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule H – Tax Verification Schedule

1. In this Schedule:
 - a) **“Tax Verification Letter”** means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) **“Valid”** means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.

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SERVICE CONTRACT CHECKLIST & DIRECT AWARD JUSTIFICATION

Ministry of Citizens' Services

Page 1 of 3

FORM USAGE AND ROUTING:

This form must be completed for all new service contracts and all amendments that involve an increase to the dollar value. Approval is required by the contract manager before the contract or amendment is signed by the expense authority. If this is a direct award contract, justification must be provided in Part 3 and the Program ADM must sign in Part 6. Send completed form to cfs.contracts.gov.bc.ca, Financial and Administrative Services Branch. A copy of this form should be kept in the program area's contract file. **Note:** Highlighted fields with a border are required fields. [Instructions](#) on how to fill out this checklist.

DESCRIPTION OF CONTRACT - Complete Part 1 for all contracts and amendments.

Legal Contractor Name: MNP LLP

Req #:

Contract #:

Contract Type: ☒ New ☐ Renewal ☐ Amendment

Brief Description of Services:

Term: 6 months

Rate/hr or day:

Financial Risk and Control Review audit that is required to implement the online collection of FOI fees to meet legislated changes.

CONTRACT CODING: (if more lines needed attach separate sheet)

Amount	Cl.	Resp.	Service Line	STOB	Project
\$ 30,000.00	112	32999	20403	6309	3201010
\$ 30,000.00	CONTRACT TOTAL				

Commonly Used Contract STOB's

6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt.).
6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation.
6020/21 - Education and Training - Fees/expenses for delivery of training to Gov employees. **6101/02** - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting).
6302 - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals).
6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.

SELECTION PROCESS - Complete Part 2 for **NEW** contracts and only select **ONE** box. **DO NOT** complete for renewals or amendments.

Open Competitive Process Posted on BCBID

- ☐ **Request for Proposal (RFP) (100) RFP #** Or
Short Form Request for Proposal (SRFP) (100) SRFP #
 Suppliers submit proposals on how, and at what price, they would provide a service.
- ☐ **Invitation to Quote (ITQ) (100) ITQ #**
 For priced based services only - you know exactly what you want done and are looking for the best price.
- ☐ **Other Open Competitive Process (100) Competition #**
 An open competitive process other than Request for Proposal or Invitation to Quote.

Another Competitive Selection Process Used:

- ☐ **Competitive Process Among Selected Vendors (101)** If vendors are on a multi-use list or CSA then select a box in the next section.
- ☐ Up to \$75,000 for Services and up to \$100,000 for Construction. Opportunities can be posted on [BCBID](#) or at least 3 quotes must be obtained. The process must be documented in writing and included in the contract file.
- Note:** CFS Process Code [Change Map](#) developed by OCG to support recent Chapter 6 Core Policy changes.

Pre-qualification and/ or Multi-use List:

- ☐ **Selected Vendor From a Multi-use List (101)**
 A contract that is issued to a vendor on a multi-use list without undertaking a competitive process. The process must be consistent with the rules publicized when the list was established.
- ☐ **Purchase from a Corporate Supply Arrangement (101)**
 A purchase from a pre-established corporate supply arrangement.

- ☐ **Competition Among Vendors on a Multi-use List (101)**
 A competitive solicitation that is issued to a limited list of vendors selected from a pre-qualification list. The process must be consistent with the rules publicized when the list was established.
- Competition #

2 Direct Award:

- ☐ **Public Sector Organization (200)**
 The contract is negotiated and directly awarded without competitive process because the contract is with another government organization.
- ☐ **Sole Source (201)**
 The contract is negotiated and directly awarded without competitive process because the ministry can **strictly prove** that only one contractor is qualified. A NOI is not required. **Note:** Evidence of how the ministry "proved" sole source must be documented in the contract file.
- ☐ **Emergency (202)**
 The contract is negotiated and directly awarded without competitive process because an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process.
- ☐ **Security, Order, etc. (203)**
 The contract is negotiated and directly awarded without competitive process because a competitive process would interfere with the ministry's ability to maintain security or order or to protect human, animal or plant life or health.
- ☒ **Confidentiality (204)**
 The contract is negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.

- ☐ **Permitted under another corporate policy or legislation (206)**
 Use this code where the direct award was permitted under another corporate policy or legislation. Do not use this code if another direct award code applies.
- ☐ **Shared Cost Arrangement - Financial Assistance (208)**
 May be directly awarded where financial assistance is provided to a specified target group or population (e.g. First Nation, or a direct beneficiary, individual or family or legal guardian under a community/social service program).
- ☐ **Shared Cost Arrangement (209)**
 May be directly awarded where a competitive selection is not appropriate.
- ☐ **Exception Allowable under a trade agreement (210)**

Note: If one of the boxes was selected above in the Direct Award area, then a Justification must be provided in the next section.

SERVICE CONTRACT CHECKLIST & DIRECT AWARD JUSTIFICATION

Page 2 of 3

Legal Contractor Name: APPSONTIME TECHNOLOGIES LTD

Req #:

Contract #:

JUSTIFICATION FOR DIRECT AWARD - Complete Part 3 only if a Direct Award Contract was selected in Part 2. If it is **sole source**, evidence of how the ministry "proved" sole source must be documented in the contract file (ie: a sole source letter from the contractor).

Provide a description of the services including the rationale for the direct award. Why was this contractor chosen? What is the financial or other impact if not approved? Were these services used in the past and if so, was it a direct award or competitive process? Additionally, advise if this purchase will obligate government to use this vendor for future purchases.

The change to how government collects FOI fees has not been formally announced; posting competitively would publicized the change in advance of the announcement. If we wait until after the announcement to post competitively, there are 2 key risks. 1. CIRMO will be unable to meet any date set by government to start collecting fees online. Financial Risk and Control Review audits typically take 2-3 months. 2. There will be a high increase of FOI requests submitted in advance of the fee change, impacting the Province's ability to meet the legislated timelines for FOI requests. Delivering the functionality to collect fees online is necessary, and this requires the completion and approval of an FRCR before we can go to production.

The contractor was chosen because they have experience auditing a payment solution with the corporate system, PayBC, and can deliver the solution in time to meet a set date and mitigate the impact of the change (i.e., increase in volume of requests before the change).

This purchase will not obligate government to use this vendor for future purchases.

POLICY COMPLIANCE - Complete for **New** contracts only. Do **not** complete for renewals/amendments.

YES NO N/A

- Treasury Board staff must be engaged where Procurements would result in Multi-Year Contracts. Please contact the Ministry's Treasury Board analyst to ensure there are no potential issues prior to any commitment. (CPPM 6.3.2.34) ☐ YES ☐ NO ☒ N/A
- Did you engage the Procurement and Supply Division if the contract is at or above \$250,000? (See explanation below). ☐ YES ☐ NO ☒ N/A
- As per the trade agreements, did you advertise on BCBID for any contract over \$75,000 or if a pre-qualification list was used, did you select the contractor through a competitive process between all suppliers on the list? (CPPM 6.3.2.c) ☐ YES ☐ NO ☒ N/A
- Can you confirm that confidentiality has been exercised and there is no conflict of interest as per the Standards of Conduct for Public Service Employees Engaged in Government Procurement Processes ☒ YES ☐ NO ☐ N/A
- If this contract was directly awarded (including the policy exemptions in (CPPM 6.3.3.a) have the reasons been clearly explained and documented above? (CPPM 6.3.3.a) ☒ YES ☐ NO ☐ N/A
- Evidence of coverage for workers compensation must be received from the contractor if required by the Agreement. Did you request the clearance letter. <https://www.worksafebc.com/en/insurance> ☒ YES ☐ NO ☐ N/A
- Can you confirm this contract does not constitute an employer/employee relationship? (CPPM 6.3.2.48.b). For more information, refer to the "Employee or Self-Employed" pamphlet at <http://www.cra-arc.gc.ca/E/pub/tg/rc4110/README.html> ☒ YES ☐ NO ☐ N/A
- If the General Services Agreement is not used or the contract is \$250k or over, did you obtain Legal Services approval? Documentation of approval must be kept in the contract file. (CPPM 6.3.2.44) ☐ YES ☐ NO ☒ N/A
- Ministries must post on BCBID a contract award summary for each competitive opportunity (e.g., SRFP, RFP, ITT, ITQ, RCSA, and RFOS) that was advertised on BCBID (CPPM 6.3.2.51). If the opportunity was advertised on BCBID, has a contract award summary been posted? ☐ YES ☐ NO ☒ N/A
- If applicable, has a valid Tax Verification Letter been received from the contractor prior to the ministry signing the contract. Tax Verification Letter FAQ. ☒ YES ☐ NO ☐ N/A
- Does **Schedule A** identify the process the ministry will use to monitor the contractor's performance (e.g., frequency & format of reporting requirements) and identify specific and measurable contract deliverables? (CPPM 6.3.2.47.h) ☒ YES ☐ NO ☐ N/A
- If **Schedule D** (Insurance) is attached to the General Services Agreement, have you included a BC Certificate of Insurance (COI) form to be completed by the contractor's broker/ agent and is the insurance adequate to cover the risks associated with the contract? (CPPM 6.3.2.47.j). <http://gww.fin.gov.bc.ca/gws/pt/rmb/coi/over.stm> ☒ YES ☐ NO ☐ N/A
- If **Schedule E** (Privacy) is attached to the General Services Agreement, has the contractor completed the Privacy and Information Sharing Training and provided a Certificate of completion? Step By Step Guide: Contractors. ☒ YES ☐ NO ☐ N/A
- The Contractor Information Package should be included with the General Services Agreement and forwarded to the contractor. Has it been included? With Expenses, Without Expenses ☒ YES ☐ NO ☐ N/A
- Appendix 1 – Expenses for contractors must be attached to all service contracts that include expenses. Have you attached Appendix 1? (Group 1 rates), (Group 2 rates) ☐ YES ☐ NO ☒ N/A

STAYING INFORMED - Further Explanations

* Engage the Procurement and Supply Division in the Planning Phase if your Procurement involves services equal to or above \$250k. (CPPM 6.2.9) If your program area is running the procurement process without any support from PSD, this requirement will be met by sending an email notification. Please ensure this is documented in the contract file. (procurement@gov.bc.ca)

* The cost-benefit analysis is no longer a requirement for service contracts over \$100k. The responsibility is now with the program area to determine whether an analysis is required regardless of the value of the opportunity.

* Procurement Practice Standard - This standard provides guidance and best practice information on the application of procurement policies referenced in Chapter 6 (Procurement) of the Core Policy and Procedures Manual (CPPM).

* The OCG Policy page is a great resource for navigating the Chapter 6 changes. There are also several Chapter 6 FAQs.

SERVICE CONTRACT CHECKLIST & DIRECT AWARD JUSTIFICATION

Page 3 of 3

Legal Contractor Name: MNP LLP Req #: Contract #:

CONTRACT AMENDMENTS - Complete Part 5 for contract amendments only.


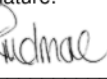
Reason for amendment:

Previous Contract Total: \$ 0.00
Amendment Amount: \$ 0.00
New Contract: \$ 0.00

POLICY COMPLIANCE

	YES	NO	N/A
1. Does the amendment format comply with the CPPM (CPPM 6.3.2.61)? Modification Agreement – (template)	<input type="radio"/>	<input type="radio"/>	
2. The amendment amount(s) must be added to the original amount of the contract to determine the new total for approval requirements. Has the appropriate expense authority approved the amendment?	<input type="radio"/>	<input type="radio"/>	
3. Have the circumstances that caused this contract to be amended been clearly documented for inclusion in the contract file (e.g., unforeseen technical problem delayed the project and the details are explained in the file)?	<input type="radio"/>	<input type="radio"/>	
4. If applicable, a valid up-to-date (e.g. not expired) COI/Tax Verification Letter is in the file or if expired, a new one is issued. (CPPM 6.3.2.46 and 6.3.2.47j)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

APPROVAL - Complete Part 6 for all contracts and or renewals/amendments.

Contract Manager Name: Loren Mullane	Signature: 	Date: October 08, 2021
**ADM Name: Kerry Pridmore	Signature: 	Date: October 08, 2021

**ADM sign-off is only required if the contract was direct awarded or if any question in Part 4 or 5 was "NO".



Reset



Print



Submit

Invoice



Invoice Number : 10088882

Client Number : 0791383

Invoice Date : Nov 29 2021

Invoice Terms : Due Upon Receipt

Loren Mullane
Director, FOI Modernization
BC Ministry of Citizens' Services
727 Fisgard St
Victoria, BC, V8W 1R8

For Professional Services Rendered :

Ministry Contract: C22CIR42471 30,000.00
RC: 329998 SL: 20403 STOB:6309 Project: 3201010

Final invoice for services related to the Financial Risk and Controls Review of the Ministry of Citizens' Services Freedom of Information Management system.

Sub Total :	30,000.00
Goods & Services Tax :	1,500.00
Total (CAD) :	31,500.00

GST Registration Number : 121882955 RT 0001

Invoices are due and payable upon receipt. A service charge of 1.5% per month (19.56% per annum) will be added to any invoice not paid within 30 days of billing.

Continued on page ..2

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Invoice



Invoice Number : 10088882

Client Number : 0791383

Invoice Date : Nov 29 2021

Invoice Terms : Due Upon Receipt

Loren Mullane
Director, FOI Modernization
BC Ministry of Citizens' Services
727 Fisgard St
Victoria, BC, V8W 1R8

...Continued from page 1

Payment Options:

We strongly encourage all clients to remit payments through online bill payment or EFT, which helps ensure remittances are received and processed in a timely manner. Payment options are as follows:

Online (at most Canadian financial institutions): Please select MNP LLP as payee and reference client number: 0791383

Electronic Wire or EFT: s.21

Account Name: s.21


Transit No: s.21

Email payment details, including invoice number 10088882 and amount paid to: payments@mnpc.ca

By Cheque: Please make cheques payable to MNP LLP and reference invoice number 10088882.

Remit to 888 Fort Street, Suite 300; Victoria BC; V8W 1H8

In Person: Payments can be made in person at your local MNP office



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INFORMATION TECHNOLOGY & MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT



<i>For Administrative Purposes Only</i>	
<p>Ministry Contract No.: C22CIR42460 Requisition No.: 42460 Solicitation No.(if applicable): Commodity Code: _____</p> <p>Contractor Information</p> <p>Supplier Name: Appsonline Technologies LTD Supplier No.: _____ Telephone No.: 250-208-7974 E-mail Address: praveen@aot-technologies.com Website: https://www.aot-technologies.com</p>	<p>Financial Information</p> <p>Client: 112 Responsibility Centre: 32999 Service Line: 20403 STOB: 6309 Project: 3201010</p> <p>Template version: February 20, 2020</p>

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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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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 6th day of October, 2021.

BETWEEN:

APPSONTIME TECHNOLOGIES LTD (the "Contractor") with the following specified address and fax number:
#325-1207 Douglas Street
V8W 2E7

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
as represented by the Honourable Minister of Citizens' Services Lisa Beare (the "Province") with the following specified address and fax number:

PO BOX 9569 STN
Victoria, BC, V8W9K1
236 478-2156

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 or provided 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 or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, 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 exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

Right of Province to negotiate license of Produced Material

- 6.5 After the end of the Term, the Province in its sole discretion, may negotiate with the Contractor to provide the Contractor a license (which may be exclusive or non-exclusive) for the Contractor to use, reproduce, modify or distribute some or all of the Produced 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 loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense 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, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by
- (a) 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; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Monetary limitations of indemnity

- 9.2 The indemnification by the Contractor pursuant to section 9.1 is limited to:
- (a) \$2,000,000 per Loss; and
 - (b) \$4,000,000 in the aggregate for all Losses.

Exceptions to monetary limitations

- 9.3 The limitations set out in section 9.2 do not apply to a Loss resulting from or relating to any of the following:
- (a) bodily injury or damage to real property or tangible personal property;
 - (b) third-party intellectual property rights; or

- (c) a breach of section 5.1, 5.2, 5.3 or 6.1 of this Agreement.

Province to notify Contractor of Loss

- 9.4 To claim indemnification for a Loss pursuant to section 9.1, the Province must notify the Contractor in writing of the Loss as soon as reasonably practicable after the Province becomes aware of the Loss provided that a failure by the Province to provide such notification will not invalidate the claim unless the Contractor is materially prejudiced by that failure.

Third-party intellectual property infringement claims

- 9.5 If the Loss is on the basis of a third-party claim that any element of the Material infringes the intellectual property rights of any person,
- (a) then, without limiting section 9.1, the Contractor must defend the Province against that claim at the Contractor's expense and the Contractor must pay all associated costs, damages and legal fees that a court or arbitrator finally awards or are included in a settlement agreed to by the Contractor; and
 - (b) the Province must cooperate with the Contractor in the defence of the claim and, where appropriate in the discretion of the Province, will allow the Contractor to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.

Insurance

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

Workers compensation

- 9.7 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

- 9.8 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

- 9.9 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 9.7 and 9.8.

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 embargo
- if 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 Mediate BC 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 *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 arbitration or mediation

- 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 arbitration or mediation 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 or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement

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 6.5, 7.1, 7.2, 8.1, 9.1 to 9.6, 9.9, 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 subject to any applicable limitation period prescribed by law, 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.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

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

14 INTERPRETATION

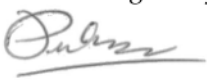
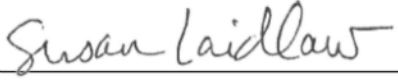
14.1 In this Agreement:

1. "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>14th</u> day of <u>October</u>, 20<u>21</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>_____ Signature(s)</p> <p><u>Praveen Ramachandran</u> _____ Print Name(s)</p> <p>_____ _____ Print Title(s)</p>	<p>SIGNED on the <u>18</u> day of <u>October</u>, 20<u>21</u> on behalf of the Province by its duly authorized representative:</p> <p></p> <p>_____ Signature</p> <p><u>Susan Laidlaw</u> _____ Print Name</p> <p><u>Executive Director, IM Transformation</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 October 13, 2021 and ends on March 31, 2022.
2. At the sole discretion of the Province, the Province reserves the right to extend the contract for one additional 6-month term ("Second Term") by:
 - (a) giving the Contractor written notice of any such renewal not later than 10 days prior to the end of the Initial term

PART 2. SERVICES:

To support changes to legislation for the collection of Freedom of Information (FOI) fees, CIRMO needs the implementation of online credit card payments. Currently, CIRMO collects FOI via credit card payments made over the phone.

The new payment solution will connect CIRMO's FOI management system with the Ministry of Finance's PayBC, so that applicants can pay fees online with a credit card. The project will reuse open software code developed by BC Registries to connect to PayBC for credit card payments.

Outputs

The Contractor must:

1. Analyze the current FOI requests webform
2. Develop and configure software, including a transaction database, to support online credit card payments for fees owed upon submission of an FOI request and fees owed during the Call for Records phase of an FOI request.
3. Work as part of an Agile product team, delivering the product iteratively with 2-week Sprints.
4. Attend Sprint ceremonies and other meetings when required by the Province Project Authority.

Inputs

The Contractor must possess:

1. A lead architect with a minimum of 5-years of experience in web software development
2. A lead architect with experience developing and architecting payment solutions, including within a public sector context
3. Full-stack developer(s) with a minimum of 3-years of development experience, and experience with the modern frameworks, languages and tools, such as Python, React.JS, and PostGres and containerization.
4. Technical resources with experience working as part of an agile team to incrementally deliver value for the users of a product or digital service.

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:

1. Integrate the existing online freedom of request webform with PayBC via a Pay-API so that applicants can make online credit card payments, including capturing confirmation of payment.
2. User interface changes to the existing online freedom of information requests webform and a new transaction database to support online payments.
3. A new payment application for IAO to enter and send fee assessments to applicants during the Call for Records phase. This will include user interfaces for applicants to see their fee assessment online, be redirected to PayBC for payment, and receive a confirmation of payment.
4. New payment solution must pass a Financial Risk and Controls Review audit and be PCI compliant.

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

Reporting requirements

PART 3. RELATED DOCUMENTATION:

Not applicable

PART 4 KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - (a) Sumesh Kariyil
 - (b) Jad Saad

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$120,000 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:

Hourly Rate

Fees: at a rate of \$120 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses: None

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month and including the last day of that 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 date of the statement, and the Billing Period to which the statement pertains;
- (b) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked on each day during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (c) 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 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;
- (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) 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 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 obligation 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 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; and
 - (b) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate, calculated as follows:
 - (i) not less than \$1,000,000, if the "Maximum Amount" set out in Schedule B is less than \$500,000; and
 - (ii) not less than \$2,000,000, if the "Maximum Amount" set out in Schedule B is \$500,000 or greater.
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, 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. Despite section 1(b) of this Schedule, if in the Province's sole discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 1(b), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

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*;
 - (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; and
 - (e) “**privacy course**” means the Province’s online privacy and information sharing training course.

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.

Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that person providing those services.

7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

8. 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

9. 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

10. 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.
11. When issuing a written direction under section 10, 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 12.
12. Within 5 Business Days of correcting or annotating any personal information under section 10, 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.
13. 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

14. 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

15. 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

16. 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

17. 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

18. 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.
19. 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

20. 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

21. 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

22. 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

23. 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.
24. 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

25. 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

26. 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

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. 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.
29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
30. 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.
31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
32. 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) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and
 - (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **“Tenancy”** means those components of the Systems that:

- (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province's tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **"Tenancy Security Event Logs"** means Security Event Logs that relate to Tenancy, including:
- (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:
 - (a) verifying their identity and relevant education, professional qualifications and employment history;
 - (b) completing a criminal record check that is updated at least every five years;
 - (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
 - (d) performing any additional screening this Agreement or applicable law may require; and
 - (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.
5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:
 - (a) "Information Security Policy";
 - (b) government wide IM/IT Standards; and
 - (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

13. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and

- (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

- 14. The Contractor must ensure that:
 - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
 - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
 - (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

- 15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
- 16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

- 17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

- 18. The Contractor must ensure that:
 - (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
 - (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

- 19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

- 20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

- 21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.
27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
 - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
 - (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;
 - (c) request based access; and
 - (d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,

to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
 - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:
 - (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
 - (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
 - (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
 - (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
43. The Contractor must review physical access logs at least once monthly.
44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).
46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:
 - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and

- (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:

- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
- (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
- (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:

- (a) at such level of protection as the Province may instruct ; and
- (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:

- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;
- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:

- (a) database maintenance utilities that bypass controls are restricted and monitored;

- (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
 - (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).
53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:
- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
 - (b) are configured to perform antivirus scans at least once per week;
 - (c) have host based firewall configured, enabled and active at all times; and
 - (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:
- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
 - (b) implement processes to stay current with security threats.

Patching

56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
- (a) with any identified vulnerabilities remedied, before being placed into production; and

- (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

- 61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

- 62. The Contractor must ensure that all Systems servers:
 - (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and
 - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

- 63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

- 64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
- 65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

- 66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
- 67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and

- (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
 - (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:
- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
 - (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
 - (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and

(d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:

- (a) vulnerability scan reports of those Systems providing the Services; and
- (b) patch status reports for those Systems providing the Services.

78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:

- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
- (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement

79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. 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.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule G – Appendix G1 – Additional Security Obligations

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

*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.

Schedule H – Tax Verification Schedule

1. In this Schedule:
 - a) **“Tax Verification Letter”** means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) **“Valid”** means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.

CONTRACT PRE-APPROVAL REQUEST

Ministry of Citizens' Services

CLIFF #:

FORM USAGE AND ROUTING:

This form must be completed by the contract manager to clearly document the business need to procure services from an external provider and it ensures compliance with Ministry policy. **Pre-approval is required by the Program Assistant Deputy Minister for all STOB 60xx, 61xx and 63xx Contracts and Amendments.** This form must be completed and pre-approved by the ADM prior to any discussion with or commitment to the vendor. Send this completed form along with other required documents (contract checklist, GSA, etc.) to cfs.contracts@gov.bc.ca, Financial and Administration Services Branch. A copy of this form should be kept in the business area's contract file. **Note:** Highlighted fields with a border are required fields.

CONTRACT INFORMATION

Contract Manager Name: Loren Mullane

Program Area: Information Access Operations

STOB: 6309

Amount included in Program Area Forecast: ☒ Yes ☐ No

Planned Procurement Method: Direct Award

Estimated Contract Value: \$ 120,000.00

Estimated Term: 6 months

Contract Type: ☒ New ☐ Renewal ☐ Amendment

Commonly Used Contract STOBs:

6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt.).

6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation.

6020/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees.

6101/02 - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting).

6302 - Data Operations Non-WTS - Fees and expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals).

6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.

SUMMARY OF THE SERVICES – Why it is required.

1. Describe the services required, the reason it is needed and include any relevant background information?

A new payment solution for applicants to pay FOI fees online, leveraging the corporate credit card solution PayBC.

Delivering the functionality to collect fees online is necessary. The increase in applicants paying fees is not workable with the current payment solution (i.e., the applicant calls in with their credit card).

2. Is this required to fulfil a legal or formal provincial commitment? ☒ Yes ☐ No

If yes, please explain:

The Province is amending FIPPA to require the payment of a fee when submitting a general FOI request.

3. Why could existing staff resources not fill the need?

Existing staff do not have the skills and the experience.

4. Describe the impact if it is not approved.

New legislative and regulatory proposals will announce changes to the ways that fees are collected for FOI requests. This work is required to ensure that CIRMO can meet those government commitments. There is currently no ability for applicants to pay an

APPROVAL

ADM Name:

Kerry Pridmore

Signature:

K Pridmore

Date:

October 06, 2021



Reset



Print



Submit

SERVICE CONTRACT CHECKLIST & DIRECT AWARD JUSTIFICATION

Ministry of Citizens' Services

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FORM USAGE AND ROUTING:

This form must be completed for all new service contracts and all amendments that involve an increase to the dollar value. Approval is required by the contract manager before the contract or amendment is signed by the expense authority. If this is a direct award contract, justification must be provided in Part 3 and the Program ADM must sign in Part 6. Send completed form to cfs.contracts.gov.bc.ca, Financial and Administrative Services Branch. A copy of this form should be kept in the program area's contract file. **Note:** Highlighted fields with a border are required fields. [Instructions](#) on how to fill out this checklist.

DESCRIPTION OF CONTRACT - Complete Part 1 for all contracts and amendments.						
Legal Contractor Name: APPSONTIME TECHNOLOGIES LTD					Req #: Contract #:	
Contract Type: <input checked="" type="radio"/> New <input type="radio"/> Renewal <input type="radio"/> Amendment					Brief Description of Services: Technical work to implement the online collection of FOI fees to meet legislated changes.	
Term: 6 months			Rate/hr or day: 120			
CONTRACT CODING: (if more lines needed attach separate sheet)						
Amount	Cl.	Resp.	Service Line	STOB	Project	
\$ 120,000.00	112	32999	20403	6309	3201010	
\$ 120,000.00 CONTRACT TOTAL					Commonly Used Contract STOB's 6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt.). 6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation. 6020/21 - Education and Training - Fees/expenses for delivery of training to Gov employees. 6101/02 - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting). 6302 - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals). 6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.	

SELECTION PROCESS - Complete Part 2 for NEW contracts and only select ONE box. DO NOT complete for renewals or amendments.	
Open Competitive Process Posted on BCBID <input type="checkbox"/> Request for Proposal (RFP) (100) RFP # Or Competitive Process Among Selected Vendors (101) If vendors are on a multi-use list or CSA then select a box in the next section. Suppliers submit proposals on how, and at what price, they would provide a service. <input type="checkbox"/> Invitation to Quote (ITQ) (100) ITQ # For priced based services only - you know exactly what you want done and are looking for the best price. <input type="checkbox"/> Other Open Competitive Process (100) Competition # An open competitive process other than Request for Proposal or Invitation to Quote.	<input type="checkbox"/> Up to \$75,000 for Services and up to \$100,000 for Construction. Opportunities can be posted on BCBID or at least 3 quotes must be obtained. The process must be documented in writing and included in the contract file. Note: CFS Process Code Change Map developed by OCG to support recent Chapter 6 Core Policy changes.
Pre-qualification and/ or Multi-use List: <input type="checkbox"/> Selected Vendor From a Multi-use List (101) A contract that is issued to a vendor on a multi-use list without undertaking a competitive process. The process must be consistent with the rules publicized when the list was established. <input type="checkbox"/> Purchase from a Corporate Supply Arrangement (101) A purchase from a pre-established corporate supply arrangement.	<input type="checkbox"/> Competition Among Vendors on a Multi-use List (101) A competitive solicitation that is issued to a limited list of vendors selected from a pre-qualification list. The process must be consistent with the rules publicized when the list was established. Competition #
2 Direct Award: <input type="checkbox"/> Public Sector Organization (200) The contract is negotiated and directly awarded without competitive process because the contract is with another government organization. <input type="checkbox"/> Sole Source (201) The contract is negotiated and directly awarded without competitive process because the ministry can strictly prove that only one contractor is qualified. A NOI is not required. Note: Evidence of how the ministry "proved" sole source must be documented in the contract file. <input type="checkbox"/> Emergency (202) The contract is negotiated and directly awarded without competitive process because an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process. <input type="checkbox"/> Security, Order, etc. (203) The contract is negotiated and directly awarded without competitive process because a competitive process would interfere with the ministry's ability to maintain security or order or to protect human, animal or plant life or health. <input checked="" type="checkbox"/> Confidentiality (204) The contract is negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.	
<input type="checkbox"/> Permitted under another corporate policy or legislation (206) Use this code where the direct award was permitted under another corporate policy or legislation. Do not use this code if another direct award code applies. <input type="checkbox"/> Shared Cost Arrangement - Financial Assistance (208) May be directly awarded where financial assistance is provided to a specified target group or population (e.g. First Nation, or a direct beneficiary, individual or family or legal guardian under a community/social service program). <input type="checkbox"/> Shared Cost Arrangement (209) May be directly awarded where a competitive selection is not appropriate. <input type="checkbox"/> Exception Allowable under a trade agreement (210) Note: If one of the boxes was selected above in the Direct Award area, then a Justification must be provided in the next section.	

SERVICE CONTRACT CHECKLIST & DIRECT AWARD JUSTIFICATION

Page 2 of 3

Legal Contractor Name: APPSONTIME TECHNOLOGIES LTD

Req #:

Contract #:

JUSTIFICATION FOR DIRECT AWARD - Complete Part 3 only if a Direct Award Contract was selected in Part 2. If it is **sole source**, evidence of how the ministry "proved" sole source must be documented in the contract file (ie: a sole source letter from the contractor).

Provide a description of the services including the rationale for the direct award. Why was this contractor chosen? What is the financial or other impact if not approved? Were these services used in the past and if so, was it a direct award or competitive process? Additionally, advise if this purchase will obligate government to use this vendor for future purchases.

The change to how government collects FOI fees has not been formally announced; posting competitively would publicized the change in advance of the announcement. If we wait until after the announcement to post competitively, there are 2 key risks. 1. CIRMO will be unable to meet any date set by government to start collecting fees online. 2. There will be a high increase of FOI requests submitted in advance of the fee change, impacting the Province's ability to meet the legislated timelines for FOI requests. Delivering the functionality to collect fees online is necessary. The increase in applicants paying fees is not workable with the current payment solution (i.e., the applicant calls in with their credit card).

The contractor was chosen because they have experience delivering a payment solution with the corporate system, PayBC, and can deliver the solution in time to meet a set date and mitigate the impact of the change (i.e., increase in volume of requests before the change).

This purchase will not obligate government to use this vendor for future purchases.

POLICY COMPLIANCE - Complete for **New** contracts only. Do **not** complete for renewals/amendments.

YES NO N/A

1. Treasury Board staff must be engaged where Procurements would result in Multi-Year Contracts. Please contact the Ministry's Treasury Board analyst to ensure there are no potential issues prior to any commitment. (CPPM 6.3.2.34) ☐ YES ☐ NO ☒ N/A
2. Did you engage the Procurement and Supply Division if the contract is at or above \$250,000? (See explanation below). ☐ YES ☐ NO ☒ N/A
3. As per the trade agreements, did you advertise on BCBID for any contract over \$75,000 or if a pre-qualification list was used, did you select the contractor through a competitive process between all suppliers on the list? (CPPM 6.3.2.c) ☐ YES ☐ NO ☒ N/A
4. Can you confirm that confidentiality has been exercised and there is no conflict of interest as per the Standards of Conduct for Public Service Employees Engaged in Government Procurement Processes ☒ YES ☐ NO ☐ N/A
5. If this contract was directly awarded (including the policy exemptions in (CPPM 6.3.3.a) have the reasons been clearly explained and documented above? (CPPM 6.3.3.a) ☒ YES ☐ NO ☐ N/A
6. Evidence of coverage for workers compensation must be received from the contractor if required by the Agreement. Did you request the clearance letter. <https://www.worksafebc.com/en/insurance> ☒ YES ☐ NO ☐ N/A
7. Can you confirm this contract does not constitute an employer/employee relationship? (CPPM 6.3.2.48.b). For more information, refer to the "Employee or Self-Employed" pamphlet at <http://www.cra-arc.gc.ca/E/pub/tg/rc4110/README.html> ☒ YES ☐ NO ☐ N/A
8. If the General Services Agreement is not used or the contract is \$250k or over, did you obtain Legal Services approval? Documentation of approval must be kept in the contract file. (CPPM 6.3.2.44) ☐ YES ☐ NO ☒ N/A
9. Ministries must post on BCBID a contract award summary for each competitive opportunity (e.g., SRFP, RFP, ITT, ITQ, RCSA, and RFSo) that was advertised on BCBID (CPPM 6.3.2.51). If the opportunity was advertised on BCBID, has a contract award summary been posted? ☐ YES ☐ NO ☒ N/A
10. If applicable, has a valid Tax Verification Letter been received from the contractor prior to the ministry signing the contract. Tax Verification Letter FAQ. ☒ YES ☐ NO ☐ N/A
11. Does **Schedule A** identify the process the ministry will use to monitor the contractor's performance (e.g., frequency & format of reporting requirements) and identify specific and measurable contract deliverables? (CPPM 6.3.2.47.h) ☒ YES ☐ NO ☐ N/A
12. If **Schedule D** (Insurance) is attached to the General Services Agreement, have you included a BC Certificate of Insurance (COI) form to be completed by the contractor's broker/ agent and is the insurance adequate to cover the risks associated with the contract? (CPPM 6.3.2.47.j). <http://gww.fin.gov.bc.ca/gws/pt/rmb/coiover.stm> ☒ YES ☐ NO ☐ N/A
13. If **Schedule E** (Privacy) is attached to the General Services Agreement, has the contractor completed the Privacy and Information Sharing Training and provided a Certificate of completion? Step By Step Guide: Contractors. ☒ YES ☐ NO ☐ N/A
14. The Contractor Information Package should be included with the General Services Agreement and forwarded to the contractor. Has it been included? With Expenses, Without Expenses ☒ YES ☐ NO ☐ N/A
15. Appendix 1 – Expenses for contractors must be attached to all service contracts that include expenses. Have you attached Appendix 1? (Group 1 rates), (Group 2 rates) ☐ YES ☐ NO ☒ N/A

STAYING INFORMED - Further Explanations

* Engage the Procurement and Supply Division in the Planning Phase if your Procurement involves services equal to or above \$250k. (CPPM 6.2.9) If your program area is running the procurement process without any support from PSD, this requirement will be met by sending an email notification. Please ensure this is documented in the contract file. (procurement@gov.bc.ca)

* The cost-benefit analysis is no longer a requirement for service contracts over \$100k. The responsibility is now with the program area to determine whether an analysis is required regardless of the value of the opportunity.

* Procurement Practice Standard - This standard provides guidance and best practice information on the application of procurement policies referenced in Chapter 6 (Procurement) of the Core Policy and Procedures Manual (CPPM).

* The OCG Policy page is a great resource for navigating the Chapter 6 changes. There are also several Chapter 6 FAQs.

SERVICE CONTRACT CHECKLIST & DIRECT AWARD JUSTIFICATION

Page 3 of 3

Legal Contractor Name: _____ Req #: _____ Contract #: _____

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5

CONTRACT AMENDMENTS - Complete Part 5 for contract amendments only.

Reason for amendment:

Previous Contract Total: \$ 0.00
Amendment Amount: \$ 0.00
New Contract: \$ 0.00

POLICY COMPLIANCE

YES NO N/A

- Does the amendment format comply with the CPPM (CPPM 6.3.2.61)?
Modification Agreement – ([template](#)) ☐ YES ☐ NO
- The amendment amount(s) must be added to the original amount of the contract to determine the new total for approval requirements. Has the appropriate expense authority approved the amendment? ☐ YES ☐ NO
- Have the circumstances that caused this contract to be amended been clearly documented for inclusion in the contract file (e.g., unforeseen technical problem delayed the project and the details are explained in the file)? ☐ YES ☐ NO
- If applicable, a valid up-to-date (e.g. not expired) COI/Tax Verification Letter is in the file or if expired, a new one is issued. (CPPM 6.3.2.46 and 6.3.2.47j) ☐ YES ☐ NO ☐ N/A

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6

APPROVAL - Complete Part 6 for all contracts and or renewals/amendments.

Contract Manager Name:

Loren Mullane

Signature:

Loren Mullane

Date:

October 04, 2021

**ADM Name:

Kerry Pridmore

Signature:

Kerry Pridmore

Date:

**ADM sign-off is only required if the contract was direct awarded or if any question in Part 4 or 5 was "NO".



Reset



Print



Submit

AOT Technologies

325 - 1207 Douglas Street
Victoria BC V8W 2E7
(778) 433-1268
admin@aot-technologies.com
www.aot-technologies.com
GST/HST Registration No.: 843546706RT0001



INVOICE

BILL TO
PO BOX 9569 STN
Victoria, BC, V8W9K1
236 478-2156

INVOICE 2418
DATE 31/10/2021
DUE DATE 30/11/2021

CONTRACT NUMBER / PO C22CIR42460
PERIOD 13-Oct to 31-Oct-2021

PRODUCT	QTY	PRICE	AMOUNT
AOT Consulting Services (Sumesh Punakkal Kariyil) - Hourly	35	120.00	4,200.00
AOT Consulting Services (Jad Saad) - Hourly	110.9333	120.00	13,312.00

SUBTOTAL	17,512.00
GST @ 5%	875.60
TOTAL	18,387.60

BALANCE DUE \$18,387.60

TAX SUMMARY

RATE	TAX	NET
GST @ 5%	875.60	17,512.00

AOT Technologies

325 - 1207 Douglas Street
Victoria BC V8W 2E7
(778) 433-1268
admin@aot-technologies.com
www.aot-technologies.com
GST/HST Registration No.: 843546706RT0001



INVOICE

BILL TO
PO BOX 9569 STN
Victoria, BC, V8W9K1
236 478-2156

INVOICE 2461
DATE 30/11/2021
DUE DATE 30/12/2021

CONTRACT NUMBER / PO C22CIR42460
PERIOD November 2021

PRODUCT	QTY	PRICE	AMOUNT
AOT Consulting Services (Sumesh Punakkal Kariyil) - Hourly	13	120.00	1,560.00
AOT Consulting Services (Jad Saad) - Hourly	166.51666	120.00	19,982.00

SUBTOTAL	21,542.00
GST @ 5%	1,077.10
TOTAL	22,619.10

BALANCE DUE \$22,619.10

TAX SUMMARY

RATE	TAX	NET
GST @ 5%	1,077.10	21,542.00

Detailed report



11/01/2021 - 11/30/2021

Total: 166:31 Billable: 166:31 Amount: 19,982.00 CAD

Date	Description	Duration	User
11/01/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2461]	1:00 8:00AM - 9:00AM	Jad Saad 120.00 CAD
11/01/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2461]	1:00 9:00AM - 10:00AM	Jad Saad 120.00 CAD
11/01/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2461]	2:00 10:00AM - 12:00PM	Jad Saad 240.00 CAD
11/01/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2461]	0:15 12:24PM - 12:39PM	Jad Saad 30.00 CAD
11/01/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2461]	0:33 12:57PM - 1:30PM	Jad Saad 66.00 CAD
11/01/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2461]	1:00 2:39PM - 3:39PM	Jad Saad 120.00 CAD
11/01/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2461]	1:13 3:53PM - 5:06PM	Jad Saad 146.00 CAD
11/01/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2461]	1:00 7:27PM - 8:27PM	Jad Saad 120.00 CAD
11/02/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	5:53 8:45AM - 2:38PM	Jad Saad 706.00 CAD
11/02/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	2:07 3:55PM - 6:02PM	Jad Saad 254.00 CAD
11/03/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	4:56 8:44AM - 1:40PM	Jad Saad 592.00 CAD

11/03/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	0:39 2:26PM - 3:05PM	Jad Saad 78.00 CAD
11/03/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	0:45 3:10PM - 3:55PM	Jad Saad 90.00 CAD
11/03/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	0:49 6:33PM - 7:22PM	Jad Saad 98.00 CAD
11/03/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	0:51 7:27PM - 8:18PM	Jad Saad 102.00 CAD
11/04/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	4:51 8:26AM - 1:17PM	Jad Saad 582.00 CAD
11/04/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	2:25 2:40PM - 5:05PM	Jad Saad 290.00 CAD
11/04/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	0:21 7:22PM - 7:43PM	Jad Saad 42.00 CAD
11/04/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	1:13 7:54PM - 9:07PM	Jad Saad 146.00 CAD
11/05/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	1:43 8:24AM - 10:07AM	Jad Saad 206.00 CAD
11/05/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	1:01 10:22AM - 11:23AM	Jad Saad 122.00 CAD
11/05/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	3:30 1:07PM - 4:37PM	Jad Saad 420.00 CAD
11/05/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	0:43 4:37PM - 5:20PM	Jad Saad 86.00 CAD
11/05/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	0:13 7:31PM - 7:44PM	Jad Saad 26.00 CAD
11/08/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	1:18 7:43AM - 9:01AM	Jad Saad 156.00 CAD

11/08/2021	Meetings Ministry of Citizen Services - FOI Fees - Meetings - [2461]	0:48 9:00AM - 9:48AM	Jad Saad 96.00 CAD
11/08/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	4:16 9:48AM - 2:04PM	Jad Saad 512.00 CAD
11/08/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	1:39 3:51PM - 5:30PM	Jad Saad 198.00 CAD
11/09/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	5:33 7:34AM - 1:07PM	Jad Saad 666.00 CAD
11/09/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	2:34 6:00PM - 8:34PM	Jad Saad 308.00 CAD
11/10/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	5:03 7:33AM - 12:36PM	Jad Saad 606.00 CAD
11/10/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	2:41 2:29PM - 5:10PM	Jad Saad 322.00 CAD
11/10/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	0:17 7:26PM - 7:43PM	Jad Saad 34.00 CAD
11/12/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	4:15 7:54AM - 12:09PM	Jad Saad 510.00 CAD
11/12/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	3:09 1:52PM - 5:01PM	Jad Saad 378.00 CAD
11/15/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	2:58 7:44AM - 10:42AM	Jad Saad 356.00 CAD
11/15/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	2:45 10:52AM - 1:37PM	Jad Saad 330.00 CAD
11/15/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	2:17 6:13PM - 8:30PM	Jad Saad 274.00 CAD
11/16/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	5:15 7:32AM - 12:47PM	Jad Saad 630.00 CAD

11/16/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	1:11 2:20PM - 3:31PM	Jad Saad 142.00 CAD
11/16/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	1:34 7:11PM - 8:45PM	Jad Saad 188.00 CAD
11/17/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	2:42 8:41AM - 11:23AM	Jad Saad 324.00 CAD
11/17/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	1:17 12:15PM - 1:32PM	Jad Saad 154.00 CAD
11/17/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	1:42 3:12PM - 4:54PM	Jad Saad 204.00 CAD
11/17/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	2:19 6:00PM - 8:19PM	Jad Saad 278.00 CAD
11/18/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	2:45 7:45AM - 10:30AM	Jad Saad 330.00 CAD
11/18/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	2:15 10:40AM - 12:55PM	Jad Saad 270.00 CAD
11/18/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	3:00 2:02PM - 5:02PM	Jad Saad 360.00 CAD
11/19/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	0:13 7:38AM - 7:51AM	Jad Saad 26.00 CAD
11/19/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	4:24 8:14AM - 12:38PM	Jad Saad 528.00 CAD
11/19/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	0:20 1:59PM - 2:19PM	Jad Saad 40.00 CAD
11/19/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	1:39 3:05PM - 4:44PM	Jad Saad 198.00 CAD
11/19/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2461]	0:47 9:49PM - 10:36PM	Jad Saad 94.00 CAD

11/22/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	5:49 8:04AM - 1:53PM	Jad Saad 698.00 CAD
11/22/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	1:12 4:01PM - 5:13PM	Jad Saad 144.00 CAD
11/22/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	1:01 6:01PM - 7:02PM	Jad Saad 122.00 CAD
11/23/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	4:08 8:56AM - 1:04PM	Jad Saad 496.00 CAD
11/23/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	3:52 2:37PM - 6:29PM	Jad Saad 464.00 CAD
11/24/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	1:46 7:14AM - 9:00AM	Jad Saad 212.00 CAD
11/24/2021	daily standup Ministry of Citizen Services - FOI Fees - Development - [2418, 2461]	1:42 9:00AM - 10:42AM	Jad Saad 204.00 CAD
11/24/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	4:51 11:13AM - 4:04PM	Jad Saad 582.00 CAD
11/24/2021	Meetings Ministry of Citizen Services - FOI Fees - Meetings - [2418, 2461]	0:28 4:39PM - 5:07PM	Jad Saad 56.00 CAD
11/25/2021	Functional test Ministry of Citizen Services - FOI Fees - Analyze - [2461]	0:16 7:49AM - 8:05AM	Jad Saad 32.00 CAD
11/25/2021	Functional test Ministry of Citizen Services - FOI Fees - Analyze - [2461]	4:19 8:51AM - 1:10PM	Jad Saad 518.00 CAD
11/25/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	0:42 1:34PM - 2:16PM	Jad Saad 84.00 CAD
11/25/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	0:33 2:37PM - 3:10PM	Jad Saad 66.00 CAD
11/25/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	1:09 4:29PM - 5:38PM	Jad Saad 138.00 CAD

11/25/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	0:15 5:38PM - 5:53PM	Jad Saad 30.00 CAD
11/26/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	3:03 7:58AM - 11:01AM	Jad Saad 366.00 CAD
11/26/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	1:09 11:01AM - 12:10PM	Jad Saad 138.00 CAD
11/26/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	2:14 12:50PM - 3:04PM	Jad Saad 268.00 CAD
11/26/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	0:16 3:55PM - 4:11PM	Jad Saad 32.00 CAD
11/26/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	0:38 8:30PM - 9:08PM	Jad Saad 76.00 CAD
11/29/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	3:42 8:44AM - 12:26PM	Jad Saad 444.00 CAD
11/29/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	2:16 2:05PM - 4:21PM	Jad Saad 272.00 CAD
11/29/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	0:57 4:27PM - 5:24PM	Jad Saad 114.00 CAD
11/29/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	0:04 6:47PM - 6:51PM	Jad Saad 8.00 CAD
11/29/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	1:01 6:58PM - 7:59PM	Jad Saad 122.00 CAD
11/30/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	2:52 9:00AM - 11:52AM	Jad Saad 344.00 CAD
11/30/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	0:38 12:54PM - 1:32PM	Jad Saad 76.00 CAD
11/30/2021	FOI app Ministry of Citizen Services - FOI Fees - Development - [2461]	0:59 1:32PM - 2:31PM	Jad Saad 118.00 CAD

11/30/2021

FOI app

3:42

Jad Saad

Ministry of Citizen Services - FOI Fees - Development 3:40PM - 7:22PM
- [2461]

444.00 CAD

Detailed report



11/01/2021 - 11/30/2021

Total: 13:00 Billable: 13:00 Amount: 1,560.00 CAD

Date	Description	Duration	User
11/02/2021	Meetings Ministry of Citizen Services - FOI Fees - Meetings - [2461]	1:00 5:00PM - 6:00PM	sumesh 120.00 CAD
11/04/2021	Audit meeting Ministry of Citizen Services - FOI Fees - Meetings - [2461]	1:00 9:00AM - 10:00AM	sumesh 120.00 CAD
11/05/2021	Payment integration Ministry of Citizen Services - FOI Fees - Development - [2461]	2:00 5:00PM - 7:00PM	sumesh 240.00 CAD
11/10/2021	Meetings Ministry of Citizen Services - FOI Fees - Meetings - [2461]	2:00 5:00PM - 7:00PM	sumesh 240.00 CAD
11/15/2021	Meetings Ministry of Citizen Services - FOI Fees - Meetings - [2461]	1:00 5:00PM - 6:00PM	sumesh 120.00 CAD
11/17/2021	Meetings Ministry of Citizen Services - FOI Fees - Meetings - [2461]	2:00 5:00PM - 7:00PM	sumesh 240.00 CAD
11/18/2021	Reconciliation Job Ministry of Citizen Services - FOI Fees - Development - [2461]	2:00 5:00PM - 7:00PM	sumesh 240.00 CAD
11/24/2021	Reconciliation Job Ministry of Citizen Services - FOI Fees - Development - [2461]	2:00 5:00PM - 7:00PM	sumesh 240.00 CAD

Detailed report



10/01/2021 - 10/30/2021

Total: 145:56 Billable: 145:56 Amount: 17,512.00 CAD

Date	Description	Duration	User
10/12/2021	Meetings	1:00	sumesh
	Ministry of Citizen Services - FOI Fees - Meetings - [2418]	5:00PM - 6:00PM	120.00 CAD
10/13/2021	Meetings	1:00	sumesh
	Ministry of Citizen Services - FOI Fees - Meetings - [2418]	5:00PM - 6:00PM	120.00 CAD
10/12/2021	Analyze flow	1:00	sumesh
	Ministry of Citizen Services - FOI Fees - Analyze - [2418]	6:00PM - 7:00PM	120.00 CAD
10/13/2021	Analyze flow	2:00	sumesh
	Ministry of Citizen Services - FOI Fees - Analyze - [2418]	6:00PM - 8:00PM	240.00 CAD
10/18/2021	Meeting	1:00	sumesh
	Ministry of Citizen Services - FOI Fees - Meetings - [2418]	5:00PM - 6:00PM	120.00 CAD
10/19/2021	Meeting	1:00	sumesh
	Ministry of Citizen Services - FOI Fees - Meetings - [2418]	5:00PM - 6:00PM	120.00 CAD
10/18/2021	Development	3:00	sumesh
	Ministry of Citizen Services - FOI Fees - Development - [2418]	6:00PM - 9:00PM	360.00 CAD
10/19/2021	Development	3:00	sumesh
	Ministry of Citizen Services - FOI Fees - Development - [2418]	6:00PM - 9:00PM	360.00 CAD
10/20/2021	Development	3:00	sumesh
	Ministry of Citizen Services - FOI Fees - Development - [2418]	5:00PM - 8:00PM	360.00 CAD
10/21/2021	Development	6:00	sumesh
	Ministry of Citizen Services - FOI Fees - Development - [2418]	5:00PM - 11:00PM	720.00 CAD
10/22/2021	Development	1:00	sumesh
	Ministry of Citizen Services - FOI Fees - Development - [2418]	5:00PM - 6:00PM	120.00 CAD

10/23/2021	Development Ministry of Citizen Services - FOI Fees - Development - [2418]	5:00 9:00AM - 2:00PM	sumesh 600.00 CAD
10/25/2021	Working on PayBC Integration Ministry of Citizen Services - FOI Fees - Development - [2418]	1:00 5:00PM - 6:00PM	sumesh 120.00 CAD
10/26/2021	Working on PayBC Integration Ministry of Citizen Services - FOI Fees - Development - [2418]	2:00 5:00PM - 7:00PM	sumesh 240.00 CAD
10/28/2021	FOI meetings Ministry of Citizen Services - FOI Fees - Meetings - [2418]	2:00 5:00PM - 7:00PM	sumesh 240.00 CAD
10/29/2021	Working on PayBC Integration Ministry of Citizen Services - FOI Fees - Meetings - [2418]	2:00 5:00PM - 7:00PM	sumesh 240.00 CAD
10/13/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	3:37 8:00AM - 11:37AM	Jad Saad 434.00 CAD
10/13/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	1:43 11:59AM - 1:42PM	Jad Saad 206.00 CAD
10/13/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	1:04 2:59PM - 4:03PM	Jad Saad 128.00 CAD
10/13/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	1:08 4:03PM - 5:11PM	Jad Saad 136.00 CAD
10/13/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	0:35 8:27PM - 9:02PM	Jad Saad 70.00 CAD
10/14/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	3:04 8:06AM - 11:10AM	Jad Saad 368.00 CAD
10/14/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	1:38 12:00PM - 1:38PM	Jad Saad 196.00 CAD
10/14/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	1:10 1:52PM - 3:02PM	Jad Saad 140.00 CAD
10/14/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	2:13 4:38PM - 6:51PM	Jad Saad 266.00 CAD

10/15/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	0:34 8:26AM - 9:00AM	Jad Saad 68.00 CAD
10/15/2021	Fun Friday and daily stand up Ministry of Citizen Services - FOI Fees - Meetings - [2418]	0:39 9:00AM - 9:39AM	Jad Saad 78.00 CAD
10/15/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	0:04 9:39AM - 9:43AM	Jad Saad 8.00 CAD
10/15/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	0:04 9:39AM - 9:43AM	Jad Saad 8.00 CAD
10/15/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	1:32 9:44AM - 11:16AM	Jad Saad 184.00 CAD
10/15/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	1:58 11:45AM - 1:43PM	Jad Saad 236.00 CAD
10/15/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	1:17 2:37PM - 3:54PM	Jad Saad 154.00 CAD
10/15/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	0:35 4:00PM - 4:35PM	Jad Saad 70.00 CAD
10/15/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	0:04 4:36PM - 4:40PM	Jad Saad 8.00 CAD
10/15/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	0:13 7:26PM - 7:39PM	Jad Saad 26.00 CAD
10/15/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	1:08 7:47PM - 8:55PM	Jad Saad 136.00 CAD
10/18/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	2:01 8:22AM - 10:23AM	Jad Saad 242.00 CAD
10/18/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	0:38 10:32AM - 11:10AM	Jad Saad 76.00 CAD
10/18/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	2:17 11:14AM - 1:31PM	Jad Saad 274.00 CAD

10/18/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	0:15 1:31PM - 1:46PM	Jad Saad 30.00 CAD
10/18/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	0:44 2:30PM - 3:14PM	Jad Saad 88.00 CAD
10/18/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	1:50 4:02PM - 5:52PM	Jad Saad 220.00 CAD
10/19/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	5:30 8:30AM - 2:00PM	Jad Saad 660.00 CAD
10/19/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	1:18 2:30PM - 3:48PM	Jad Saad 156.00 CAD
10/19/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	1:14 4:48PM - 6:02PM	Jad Saad 148.00 CAD
10/19/2021	foi-requests app Ministry of Citizen Services - FOI Fees - Development - [2418]	0:17 6:02PM - 6:19PM	Jad Saad 34.00 CAD
10/20/2021	daily standup Ministry of Citizen Services - FOI Fees - Development - [2418]	0:16 9:05AM - 9:21AM	Jad Saad 32.00 CAD
10/20/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	4:32 10:55AM - 3:27PM	Jad Saad 544.00 CAD
10/20/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	0:51 3:27PM - 4:18PM	Jad Saad 102.00 CAD
10/20/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	1:08 7:04PM - 8:12PM	Jad Saad 136.00 CAD
10/21/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	3:17 8:30AM - 11:47AM	Jad Saad 394.00 CAD
10/21/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	0:44 11:48AM - 12:32PM	Jad Saad 88.00 CAD
10/21/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	2:32 12:46PM - 3:18PM	Jad Saad 304.00 CAD

10/21/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	2:06 7:22PM - 9:28PM	Jad Saad 252.00 CAD
10/22/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	1:13 8:31AM - 9:44AM	Jad Saad 146.00 CAD
10/22/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	0:43 10:38AM - 11:21AM	Jad Saad 86.00 CAD
10/22/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	4:10 11:39AM - 3:49PM	Jad Saad 500.00 CAD
10/22/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	0:56 7:50PM - 8:46PM	Jad Saad 112.00 CAD
10/25/2021	daily standup Ministry of Citizen Services - FOI Fees - Development - [2418]	0:52 9:00AM - 9:52AM	Jad Saad 104.00 CAD
10/25/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	1:58 10:50AM - 12:48PM	Jad Saad 236.00 CAD
10/25/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	0:47 12:47PM - 1:34PM	Jad Saad 94.00 CAD
10/25/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	1:19 1:51PM - 3:10PM	Jad Saad 158.00 CAD
10/25/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	0:44 3:50PM - 4:34PM	Jad Saad 88.00 CAD
10/25/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	2:33 5:35PM - 8:08PM	Jad Saad 306.00 CAD
10/26/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	0:51 8:09AM - 9:00AM	Jad Saad 102.00 CAD
10/26/2021	daily standup Ministry of Citizen Services - FOI Fees - Development - [2418]	0:50 9:00AM - 9:50AM	Jad Saad 100.00 CAD
10/26/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	2:22 10:26AM - 12:48PM	Jad Saad 284.00 CAD

10/26/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	0:43 1:43PM - 2:26PM	Jad Saad 86.00 CAD
10/26/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	0:14 2:32PM - 2:46PM	Jad Saad 28.00 CAD
10/26/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	2:55 4:39PM - 7:34PM	Jad Saad 350.00 CAD
10/26/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	0:08 7:34PM - 7:42PM	Jad Saad 16.00 CAD
10/27/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	0:30 8:30AM - 9:00AM	Jad Saad 60.00 CAD
10/27/2021	sprint planning Ministry of Citizen Services - FOI Fees - Development - [2418]	2:02 9:00AM - 11:02AM	Jad Saad 244.00 CAD
10/27/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	0:51 11:22AM - 12:13PM	Jad Saad 102.00 CAD
10/27/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	3:23 2:10PM - 5:33PM	Jad Saad 406.00 CAD
10/27/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	1:10 6:33PM - 7:43PM	Jad Saad 140.00 CAD
10/27/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	0:23 8:02PM - 8:25PM	Jad Saad 46.00 CAD
10/28/2021	Meetings Ministry of Citizen Services - FOI Fees - Meetings - [2418]	2:44 8:48AM - 11:32AM	Jad Saad 328.00 CAD
10/28/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	3:09 11:53AM - 3:02PM	Jad Saad 378.00 CAD
10/28/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	1:08 4:13PM - 5:21PM	Jad Saad 136.00 CAD
10/28/2021	foi-requests Ministry of Citizen Services - FOI Fees - Development - [2418]	1:02 6:38PM - 7:40PM	Jad Saad 124.00 CAD

10/29/2021	daily standup	0:23	Jad Saad
	Ministry of Citizen Services - FOI Fees - Development - [2418]	9:00AM - 9:23AM	46.00 CAD
10/29/2021	foi-requests	3:02	Jad Saad
	Ministry of Citizen Services - FOI Fees - Development - [2418]	9:23AM - 12:25PM	364.00 CAD
10/29/2021	foi-requests	0:47	Jad Saad
	Ministry of Citizen Services - FOI Fees - Development - [2418]	1:10PM - 1:57PM	94.00 CAD
10/29/2021	foi-requests	1:22	Jad Saad
	Ministry of Citizen Services - FOI Fees - Development - [2418]	2:13PM - 3:35PM	164.00 CAD
10/29/2021	foi-requests	1:31	Jad Saad
	Ministry of Citizen Services - FOI Fees - Development - [2418]	7:01PM - 8:32PM	182.00 CAD
10/29/2021	foi-requests	0:21	Jad Saad
	Ministry of Citizen Services - FOI Fees - Development - [2418]	8:42PM - 9:03PM	42.00 CAD
10/13/2021	foi-requests app	4:00	Jad Saad
	Ministry of Citizen Services - FOI Fees - Development - [2418]	8:27PM - 12:27AM	480.00 CAD
10/14/2021	foi-requests app	4:00	Jad Saad
	Ministry of Citizen Services - FOI Fees - Development - [2418]	4:38PM - 8:38PM	480.00 CAD

FW: FOI Add fees

From: Mullane, Loren CITZ:EX <Loren.Mullane@gov.bc.ca>
To: Hoskins, Chad CITZ:EX <Chad.Hoskins@gov.bc.ca>
Cc: Prodan, Matthew CITZ:EX <Matthew.Prodan@gov.bc.ca>
Sent: October 4, 2021 5:29:57 PM PDT

Hi Chad,

The estimate for the two phase of fee work is \$91,200. There are more unknowns in the second phase so will submit a direct award for \$120K to give us a buffer.

Note, we will still need an estimated \$25K for the Financial Risk and Controls Review and any costs that PayBC will require (should be nominal if anything at all).

I will submit the contract approval forms. Let me know if you have any questions.

Best,
Loren

Phase	Description	Estimated Hours	Estimated Cost
1	Applicant will pay a flat fee for each FOI request when submitting their request online.	280	\$33,600
2	<ul style="list-style-type: none">• During Call for Records, IAO analyst will create fee assessment for a request• Applicant receives automated notification to pay fee• Applicant pays fee in PayBC• System automatically notifies IAO analyst of payment	480	\$57,600
		760	\$91,200

From: Praveen Ramachandran <praveen@aot-technologies.com>

Date: Monday, October 4, 2021 at 2:07 PM

To: "Mullane, Loren CITZ:EX" <Loren.Mullane@gov.bc.ca>

Cc: Sumesh Punakkal Kariyil <sumesh.pk@aot-technologies.com>, Abin Antony <abin.antony@aot-technologies.com>

Subject: Fwd: FOI Add fees

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hi Loren

Looks like the additional estimate for collection of extra fees for FOI is around 400-480 hours (just the development not including any UX).

Please note that in this case we are assuming from scratch development of the web application without shifting the focus of the stuff that the core team is working on.

If you like to chat about this, we can chat at 4 pm.

Thanks

Praveen Ramachandran

Director, Consulting Services

AOT Technologies

325-1207 Douglas St, Victoria, BC V8W 2E7

Phone (778) 433-1268 x 105 Fax (250) 483-1542

www.aot-technologies.com

----- Forwarded message -----

From: **Sumesh Punakkal Kariyil** <sumesh.pk@aot-technologies.com>

Date: Mon, Oct 4, 2021 at 1:54 PM

Subject: FOI Add fees

To: Praveen Ramachandran <praveen@aot-technologies.com>

Hi Praveen,

Please see below a list of tasks as per my understanding from our discussion.

Assumption:

The web app which FOI core team is working on won't be available to add this feature. The new team would need to build the staff UI to search and see the submission.

Tasks:

- New frontend application setup
- Keycloak integration for IDIR users
- Search UI for the staff to search submissions
- View details UI for the staff to see the submission details
- Search endpoint
- API endpoint to support view details
- Add fees UI
- API endpoint to support add fees
- Email notification with constructed URL for payment
- A new web page in the angular app (citizen app) to collect the payment
- Redirect to PayBC (most of the part can be re-used from earlier) and collect payment
- Receipt download option (can be re-used from earlier).
- Email notification to staff on details about payment.
- Devops activities to take the application through to prod.

My rough estimate would be minimum 10 weeks (10-12 weeks) as this involves building a brand new application for the staff. This is only considering the dev effort, didn't include any UX effort into this.

Thanks

Sumesh

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RE: Call Centre and POS Device Solution

From: Pinske, James CITZ:EX <James.Pinske@gov.bc.ca>
To: Begley, Rhianna CITZ:EX <Rhianna.Begley@gov.bc.ca>, Kukucska, Cindy L CITZ:EX <Cindy.Kukucska@gov.bc.ca>
Cc: Mullane, Loren CITZ:EX <Loren.Mullane@gov.bc.ca>, Prodan, Matthew CITZ:EX <Matthew.Prodan@gov.bc.ca>, Laidlaw, Susan CITZ:EX <Susan.Laidlaw@gov.bc.ca>
Sent: October 19, 2021 12:03:08 PM PDT

Fantastic news! I will work on collecting the remaining items that are required by OCIO for end of day today. I expect that the expense will be sent to you through your cas workflow for approval. I will confirm those details and get back to you as well.

Thank you so much, this is a big win for the Intake team!

Is there any reason that I cannot share with my team today that this is moving forward?

James Pinske

Manager, Consolidated Intake and Open Information

Information Access Operations | Ministry of Citizens' Services

Phone: 778.698.3023

PO Box 9569, Stn Prov Gov, Victoria BC V8V 1S2

From: Begley, Rhianna CITZ:EX <Rhianna.Begley@gov.bc.ca>

Sent: October 19, 2021 11:59 AM

To: Pinske, James CITZ:EX <James.Pinske@gov.bc.ca>; Kukucska, Cindy L CITZ:EX <Cindy.Kukucska@gov.bc.ca>

Cc: Mullane, Loren CITZ:EX <Loren.Mullane@gov.bc.ca>; Prodan, Matthew CITZ:EX <Matthew.Prodan@gov.bc.ca>; Laidlaw, Susan CITZ:EX <Susan.Laidlaw@gov.bc.ca>

Subject: RE: Call Centre and POS Device Solution

Hi all,

Confirming that I will approve the following solution when I receive paperwork from the OCIO. I have spoken to Susan in IMT and we can accommodate this financial ask within the OCIO budget. I have also connected with Kerry and she is supportive of us proceeding.

James and Cindy, please let me know what you need from me. Looking forward to digging in on next steps.

Susan, cc'ing you so you can a) see that Kerry is supportive and b) see the detailed financials below.

Rhianna

From: Pinske, James CITZ:EX <James.Pinske@gov.bc.ca>

Sent: October 19, 2021 9:10 AM

To: Begley, Rhianna CITZ:EX <Rhianna.Begley@gov.bc.ca>

Cc: Kukucska, Cindy L CITZ:EX <Cindy.Kukucska@gov.bc.ca>; Pinske, James CITZ:EX <James.Pinske@gov.bc.ca>

Subject: Call Centre and POS Device Solution For Consideration

Good morning Rhianna, please find requested details below. Cindy has also reviewed and I have incorporated her feedback. If you have any questions, I am happy to discuss further at your convenience.

Costing Details to implement a new IAO Call Centre Solution and acquire two wireless Point of Sale (POS) devices

Costing Details to implement

Summarized Costs:

**Detailed cost breakdown below*

One-Time Cost: \$16,000

Monthly Cost Nov/Dec: \$3,000

Monthly Costs 2022 ongoing: \$1,500

A Call Centre Solution will:

- Allow IAO to effectively receive and distribute calls across a pool of up to 12 resources through concurrent licenses
- Route payment calls to designated analysts in possession of a POS machine and Payment Card Industry (PCI) compliant phone line to allow payment to be taken immediately with no call back needed and no involvement from Queens Printer.

- Route calls to specific topic streams and use skill based routing to resolve most calls at first point of contact which will improve the client experience
- Allow IAO to reallocate resources and target calls to the applicable Intake stream (i.e. Generals or Personals stream) , freeing up resources on the Personals side of Intake
- Align with CIRMO Objectives to develop and modernize our services with a client-centred approach; continuously improve how we operate; and make access to information easier for everyone.
- Position IAO towards a future integration with the AXIS replacement product to provide automated status updates to applicants.
- Position IAO to gain efficiencies and provide a better overall telephone service by:
 - Automatically redirecting applicants to agencies such as the RCMP
 - Monitoring live calls for training and quality assurance purposes
 - Providing real time and historical reporting options
 - Accounting for future growth and further customization of call centre use without any additional cost.

Current State Description:

- Incoming calls are directed to the IAO published phone number (250-387-1321) which is a single UC line with voicemail.
- Two staff from the Intake Personals team rotate responsibility to receive/respond to all calls and voicemails to this number
- Call duration ranges from 5 to 40 minutes
- Current call volume is approximately 30 calls per day
- 1 -2 calls per day require a payment to be processed which takes approximately 10 minutes of effort per payment

Analysis

- Current Daily call time = 6 hours (30 calls * 12 minute estimated average call duration = 360 minutes)
- 6 hours of daily call time represents 77% allocation of 1 FTE (6hrs / 7.83)
- Phone allocation is limited to 1 FTE as a result of the single line phone
- Adding an additional 20 payments/day, using the current state process, would add 3 hours of call time and increase phone allocation for 1 FTE to 115%. (9hrs /7.83)

Detailed Cost Breakdown:

One Time Costs		
ICE Call Centre Design/Build/Implement	\$14,084	
Porting Service: 250-387-1321	\$1,500	
Toll Free Number (optional)	\$250	
TOTAL ONE TIME COSTS		\$15,834
Monthly Costs – November & December 2021		
10 Licenses @ \$256/ea	\$2,560	
Call Forwarding 250-387-1321 *only required until port completes 6-8wks	\$500	
Direct Inbound Dialing (DID) Number	\$5	
Bank Account (\$250 annually)	\$21	
POS Device x 2 Rental \$46/device	\$92	
Cell phone (PCI compliant line) x 1	\$65	
Toll Free Number (optional)	\$100	
MONTHLY COSTS (ending Dec 31, 2021)		\$3,343
**Monthly Costs – Starting January 2022		
5 Licenses @ \$256/ea	\$1,280	
Direct Inbound Dialing (DID) Number	\$5	
Bank Account (\$250 annually)	\$21	
POS Device x 1 Rental \$46/device	\$46	
Toll Free Number (optional)	\$100	
MONTHLY COSTS (beginning Jan 1, 2022)		\$1,452

Regards,
James Pinske

Manager, Consolidated Intake and Open Information
Information Access Operations | Ministry of Citizens' Services
Phone: 778.698.3023
PO Box 9569, Stn Prov Gov, Victoria BC V8V 1S2

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