

**STATEMENT OF WORK  
STRATEGIC ADVISOR SERVICES AGREEMENT – V3**

<b>Contractor</b>	<b>Perrin, Thorau and Associates Ltd.</b>
<b>Supplier#</b>	<b>916361</b>
<b>Contract ID#</b>	<b>C20CFFS40695</b>
<b>Master RFP Reference#</b>	<b>RFP#SA-MF5</b>
<b>Statement of Work Ref#</b>	<b>2021 – EMBC (COVID Post Ops Review - 2)</b>

**WHEREAS:**

- A. The parties entered into a Strategic Advisor Services Agreement dated March 18, 2020 (the “Umbrella Agreement” or “Agreement”), that contemplates the Province retaining the Contractor to provide specified Services in accordance with certain terms and conditions, set out in a Statement of Work, once it has been agreed upon and executed by both parties.
- B. The Umbrella Agreement requires that the Contractor deliver to the Province Lead fully completed and signed copies of:
1. the “Contractor’s Undertaking of Confidentiality” that covers the Contractor and each of its employees that will be involved in providing the Services for or on behalf of the Contractor, attached as Appendix 4 of this Statement of Work;
  2. an “Subcontractor’s Undertaking of Confidentiality” that covers each Subcontractor and its employee(s) that will be involved in providing the Services for or on behalf of the Contractor, attached as Appendix 5 of this Statement of Work;
  3. the “Contractor’s Conflict of Interest Disclosure” that covers the Contractor and each of its employees that will be involved in providing the Services for or on behalf of the Contractor, attached as Appendix 6 of this Statement of Work; and
  4. a “Subcontractor’s Conflict of Interest Disclosure” that covers each Subcontractor and its employee(s) that will be involved in providing the Services for or on behalf of the Contractor, attached as Appendix 7 of this Statement of Work.
- C. The parties wish to enter into this Statement of Work as contemplated in the Umbrella Agreement.

**NOW THEREFORE** in consideration of these premises and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties agree as follows.

**Interpretation:**

- 1.1** All capitalized words or phrases in this Statement of Work have the same meaning as in the Umbrella Agreement.
- 1.2** This Statement of Work forms part of and is subject to all of the terms and conditions of the Umbrella Agreement.
- 1.3** In the event of any conflict between this Statement of Work and the Umbrella Agreement, the Umbrella Agreement will prevail over any conflicting provision in this Statement of Work, unless that conflicting provision expressly states otherwise.
- 1.4** If the Contractor submitted an SoW Proposal further to Part 2 of Schedule A of the Umbrella Agreement, that SoW Proposal may be attached as Appendix 2 to this Statement of Work. If so attached, the SoW Proposal will form part of this Statement of Work. In the event of a conflict between this Statement of Work (including any other Appendices) and the SoW Proposal, this Statement of Work prevails.
- 1.5** If the Province attaches a ministry SoW Terms of Reference to this Statement of Work as Appendix 3, that SoW Terms of Reference will form part of this Statement of Work. In the event of a conflict between this Statement of Work (including any other Appendices) and the SoW Terms of Reference, this Statement of Work prevails.

**Term:**

- 2.** The Term of this Statement of Work commences on October 14, 2021, and ends on October 31, 2022, unless earlier terminated in accordance with the provisions of the Umbrella Agreement.

**Services:**

- 3.** The Contractor will provide the Services described in this Statement of Work and, at all times, in compliance with the Umbrella Agreement.

The Ministry of Public Safety and Solicitor General has responsibility for Emergency Management BC (EMBC or Ministry), which is supported by the Parliamentary Secretary for Emergency Preparedness. EMBC is the Province's lead coordinating agency for all emergency management activities, including mitigation, preparedness, response and recovery, as well as for fire prevention and safety through the Office of the Fire Commissioner. This work is done in collaboration with local governments, First Nations, federal departments, industry, non-government organizations and volunteers. Emergency management in BC is guided by four pillars: Mitigation, Preparation, Response and Recovery. From time to time, EMBC utilizes contractors to assist EMBC in meeting its objectives.

The Covid-19 pandemic has affected all aspects of the BC provincial government and the broad BC public sector since January 2020. The Ministry intends to undertake a review of government's

operational response to the pandemic to capture lessons learned to date that will help inform future planning.

In accordance with the approved Terms of Reference set out in Appendix 3 to this Statement of Work, the Contractor will undertake the role of “senior external consultants” to conduct a review to determine lessons that can be learned from the provincial government’s operational responses to the pandemic since January 2020.

The objective the objective of the review is to help inform the provincial government’s ability to respond to future emergencies of all kinds. The scope of the review will be limited to operational responses and will not include public policy decisions made by government to deal with the consequences of the pandemic, or decisions made by the independent Public Health Officer. The review will however look at how these decisions were made.

The Contractor will:

- A. Develop and implement a workplan for review of the Province Lead, that follows the Terms of Reference in Appendix 3;
- B. Prepare a Draft and Final Report for the Province Lead, and the Deputy Minister to the Premier. The Contractor will be supported by EMBC, which will be the lead agency in government for this initiative.
- C. As directed, assist EMBC with briefings and presentations to Ministry and other provincial government executives on the report at item B.
- D. Other related services as may be mutually agreed to by the Contractor and EMBC.

#### **Deliverables:**

- 4. Before the expiry or earlier termination of this Statement of Work, the Contractor will prepare and deliver to the Province Lead the following Deliverables by the dates specified, unless otherwise approved by the Province Lead:

**Table 1**

<b>Deliverable*</b>	<b>Milestone Date</b>
1. Pre-public announcement Research and Planning Work including preparing questions for ministries/agencies, external stakeholders and public engagement, initial list of interviews and tool for public input.	December 31, 2021
2. Prepare Draft Report on what was heard following interviews phase.	3 months after public announcement
3. Prepare Draft Final Report of review.	5 months after public announcement
4. Prepare Final report, edited and desk-top formatted, ready for publication.	6 months after public announcement
5. Provide progress reports to Province Lead, and other agreed services.	TBD

\* Before or in parallel with commencing the Services, if directed to do so, the Contractor must prepare for the approval of the Province Lead a “Project Implementation Plan” that includes but may not be limited to: a project communications approach; a Project Charter; a work plan with timelines and milestones; and a project risk management plan.



5. The form, content and timing of the Deliverables will be mutually agreed to between the Contractor and the Province Lead.

**Key Personnel and Province Lead:**

6. The Advisor for this Statement of Work is Dan Perrin. The Advisor will report to the Province Lead, or such other person or committee that the Province Lead may designate in writing and will represent the Contractor in all matters pertaining to this Statement of Work. The Contractor will not change the Advisor without the Province's prior written consent, except as permitted under the Umbrella Agreement, Schedule A, Part 4, section 3.
7. In relation to this Statement of Work the Key Personnel for the Contractor are as listed in Table 2, below. The Contractor may request changes to the Key Personnel and, if agreeable to the Province, the parties will execute an amended Statement of Work detailing such changes. In the event of an approved change to the Key Personnel, the provisions of the Umbrella Agreement, Schedule A, Part 4, section 6 apply.
8. The Province Lead for this Statement of Work is below.

**Province Lead:**

<b>Name:</b>	Tara Richards	<b>Title:</b>	Deputy Minister Emergency Management BC Ministry of Public Safety and Solicitor General
<b>E-mail:</b>	Tara.Richards@gov.bc.ca	<b>Tel:</b>	s.17

In addition to the Province Lead, the Ministry of Finance's representative for all matters regarding the Umbrella Agreement is below.

**Ministry of Finance Representative:**

<b>Master RFP Ref:</b>	RFP #SA – MF5		
<b>Name:</b>	Doug Foster	<b>Title:</b>	ADM, Deputy Minister's Office, Ministry of Finance
<b>E-mail:</b>	<a href="mailto:Doug.Foster@gov.bc.ca">Doug.Foster@gov.bc.ca</a>	<b>Tel:</b>	(250) 387-9022

**Accountability, Reporting and Materials:**

9. The Contractor will rely on information provided to it by the Province or other parties authorized to provide such information, and will make all reasonable efforts to independently verify the accuracy and completeness of that information within the time and provisions of any approved Project Implementation Plans prepared as part of this Statement of Work.



10. On an ongoing basis, the Province Lead, the ministry Steering Committee (if applicable) and Contractor will mutually review the Services, Project Implementation Plan and project timelines to confirm the appropriateness of, or amend the identified Services, Project Implementation Plan, project budget and timelines in this Statement of Work.
11. Without limiting the generality of sections 2.5 [Standards in relation to persons performing Services] and 13.4 [Subcontracting] of the Umbrella Agreement, the Contractor is responsible for the work of the Key Personnel in providing the Services under this Statement of Work.
12. In addition to the provisions of Part 5 of the Umbrella Agreement [Privacy, Security and Confidentiality], the Contractor will ensure that if Key Personnel are located outside of Canada, to the extent practically and commercially possible, any Received Material under this Statement of Work is secured and will remain in Canada.
13. In addition to sections 5.3 [Confidentiality] and 6.1 [Access to Material] of the Umbrella Agreement, if the Contractor be required to comply with a professional standard that requires the retention of and access to records owned by the Province under this Statement of Work by person(s) other than those that are covered by and subject to an "Undertaking of Confidentiality" and a "Conflict of Interest Disclosure" as described in the Recitals to this Statement of Work, the Contractor will provide to the Province Lead a list of such records and an additional "Undertaking of Confidentiality" and "Conflict of Interest Disclosure" for each such person.
14. In this Statement of Work, "Incorporated Material" means any material in existence prior to the start of the Term of this Statement of Work or developed independently of this Statement of Work, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor.
15. The Contractor acknowledges that under the terms of the Umbrella Agreement, the Province exclusively owns all intellectual property rights, including copyright, in the Received Material that the Contractor receives from the Province and any Produced Material, other than Incorporated Material. For greater certainty and without limiting section 1.2 of this Statement of Work, the Contractor acknowledges that section 6.4 of the Umbrella Agreement [Rights in relation to Incorporated Material] applies to this Statement of Work.

#### **Fees and Expenses:**

16. Despite any other provisions of this Statement of Work, \$475,000 (CDN) is the *maximum amount* that the Province is obligated to pay to the Contractor for fees and expenses under this Statement of Work (exclusive of any applicable taxes described in section 3.1(c) of the Umbrella Agreement) without prior written approval from the Province Lead. This maximum amount includes fees (\$450,000), and expenses including travel (\$25,000).
17. The hourly rates and applicable travel group rates for each of the Key Personnel are as specified below. Unless otherwise approved by the Province Lead, the hourly rates and travel group rates must not exceed those provided under Table 2 below.

**Table 2**

Key Personnel of the Contractor	Hourly rate (\$CDN)*	Travel Group Rate
<b>Advisor:</b>		
Dan Perrin	s.17; s.21	Group 1
<b>Team Member:</b>		
Kim Thorau		Group 1
<b>Subcontractor:</b>		
Chris Trumpy		Group 1
Bob De Faye		Group 1

\*Hourly rates for Approved Subcontractors must not exceed the hourly rate for the Advisor unless approved by the Province Lead. In assessing a request for such approval, the Province Lead will consider (1) whether the majority of the Services are provided by the Contractor (Advisor and Contractor's employees), (2) if the use of Approved Subcontractors is for a short-term period only, and (3) if the overall costs to the Province are lower than other Statement of Work Proposals received by the Province.

18. If there are any approved changes to the Key Personnel in relation to this Schedule of Work (as approved by the Province Lead pursuant to section 7 of this Statement of Work), the Province Lead must approve the hourly rates for each additional Key Personnel in advance of such Key Personnel commencing Services, provided however that the Province Lead will not approve an hourly rate for an added Key Personnel that exceeds the hourly rates approved for Key Personnel providing comparable services.
19. Despite section 3 of Schedule B of the Umbrella Agreement, for this Statement of Work, all expenses, whether or not involving travel, require the prior written approval from the Province Lead and must be in accordance with the Province's applicable policies at the time.
20. The travel group rates I and II are specified in Appendix 1 to this Statement of Work. Under no circumstances will travel be approved above the travel group I and/or II rates as applicable for the specific Key Personnel.

#### **Statements of Account:**

21. In order to obtain payment of any fees and expenses under this Statement of Work for billing periods detailed below (each a "Billing Period"), the Contractor must deliver to the Province Lead on a date after the Billing Period (each a "Billing Date") a written statement of account in a form satisfactory to the Province Lead containing:
  - (a) The following coding:  
Client: 10 RC: 15K68 SL: 11731 STOB:6001 Project: 15KCOVI;
  - (b) the Contractor's legal name and address;
  - (c) the date of the statement, and the Billing Period to which the statement pertains;
  - (d) 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;

- (e) 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;
- (f) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (g) a description of this Agreement and the applicable Statement of Work;
- (h) a statement number for identification; and
- (i) any other billing information reasonably requested by the Province.

**Execution and Delivery of Statement of Work:**

- 22.** This Statement of Work may be entered into by a separate copy of this Statement of Work 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 [Delivery of Notices] of the Umbrella Agreement or any other method agreed to by the parties.

The parties have executed this Statement of Work as follows:

<p>SIGNED with an effective date of October 14, 2021, by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p>  <hr/> <p>Signature(s)</p> <p><b>Dan Perrin</b></p> <hr/> <p>Print Name(s)</p> <p><b>President, Perrin, Thorau and Associates Ltd.</b></p> <hr/> <p>Print Title(s)</p>	<p>SIGNED with an effective date of October 14, 2021, on behalf of the Province by its duly authorized representative:</p>  <hr/> <p>Signature</p> <p><b>Tara Richards</b></p> <hr/> <p>Print Name</p> <p><b>Deputy Minister</b></p> <p><b>Emergency Management BC</b></p> <p><b>Ministry of Public Safety and Solicitor General</b></p> <hr/> <p>Print Title</p>
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## APPENDIX 1 – TRAVEL GROUP RATES

1. See <https://www2.gov.bc.ca/assets/download/F50CF1DF70284E05807461CC41C2FE75> or such other updates that the Province Lead may provide from time to time in accordance with the Province's policies.
2. For greater certainty, only sections 1, 2, 6 and 7 of the above link are applicable to this Statement of Work.
3. Sections 19 and 20 of this Statement of Work continue to apply despite this link being provided.
4. The Contractor is reminded that the provisions of section 3 of Schedule B of the Umbrella Agreement apply to this Statement of Work in relation to expenses.

## **APPENDIX 2 – SOW PROPOSAL**

Not Applicable

## **COVID-19 Lessons Learned**

### **Terms of Reference**

The COVID-19 pandemic has affected all aspects of the BC government and the broad BC public sector throughout 2020, 2021 and into 2022. The provincial government intends to undertake a review of government's operational response to the pandemic to capture lessons learned to date. Not only will this help to inform preparations for and the response to the next pandemic, which will inevitably occur in the future, but also contribute to planning and operational readiness for responses to the full range of risks of disasters and emergencies, which include earthquakes, climate change-induced extreme weather and wildfires, and many other situations that may affect large areas of the province.

#### **Scope**

The objective of this review is to improve the provincial government's ability to respond to future emergencies of all kinds.

This review is focussed on operational response to the pandemic by the BC government since January 2020. The term "operational response" is chosen to focus the review on cross-government efforts to identify the implications of the pandemic, to make timely and informed decisions, and to implement those decisions in accordance with public health guidance and government policy direction.

The scope of the review excludes an assessment of the public policy decisions made by government to deal with the consequences of the pandemic and decisions made by the independent Provincial Health Officer. The review will, however, look at how these decisions were made.

The review seeks to find what can be learned from how government agencies responded and worked together to directly address the effects of a public health emergency that affected everything, changed rapidly, and created a high level of uncertainty. And what aspects of preparedness, engagement, communication, and execution worked well, what changes were made to enhance operational effectiveness as the pandemic evolved, and what improvements can be made to be better prepared for the next emergency.

#### **Structure**

The review is a cross-government initiative. A senior external project team will conduct the review and prepare the public report. They have extensive experience in government operational management and knowledge of how public sector service delivery is structured in BC. The client for the report is the Deputy Minister to the Premier. The consultants will be supported by Emergency Management BC, which will be the lead agency in government for this initiative.



There are three aspects to the review:

- How were the implications of the pandemic identified?
- How timely and informed were decisions made in response to the pandemic?
- How were those decisions communicated and implemented, consistent with public health guidance and government policy?

The project team will research best practises and engage extensively, including:

- Reviewing internal assessments of the operational response undertaken by all ministries and select provincial government agencies. These will build upon any lessons-learned reviews already completed to avoid duplication of effort and be guided by a common statement of scope, objective, and questions to be addressed.
- Consulting First Nations, Indigenous organizations, external stakeholders, partners and independent regulators that played a role in delivering the response or were affected by the response. These consultations will ensure input on the operational response by government agencies is considered in identifying lessons learned. Appendix 3.1 is an initial list of groups that will be consulted, with additional groups added as necessary during the process. MLAs from all parties will also be consulted.
- Engaging the public through an online portal where individuals and organizations will have the opportunity to submit written input.

### **Other Reviews**

Given the scope of the COVID-19 response, and the number of public organizations and agencies that contributed to the overall response, there will likely be a variety of reviews undertaken by independent entities. WorkSafeBC will conduct a review of its response and the Office of the Seniors Advocate has already published a report on long-term care facilities. Other independent reviews will be identified. The report will be informed by these reviews and best efforts made to avoid duplication and overlap.

### **Timing and Report**

The final report to be submitted to government by September 30, 2022.

The final report will be a comprehensive summary of findings developed from best practices research, the internal operational assessments and stakeholder/public input and is intended for public release. It will not make recommendations.

### **Appendix 3.1**

Groups to be included in project team consultations are:

- First Nations, Metis Nation BC and representative organizations
- Indigenous representative and service delivery organizations
- Health authorities and health service delivery providers
- Social service providers, including those for vulnerable populations and childcare providers
- Education providers and representative organizations in both the K-12 and post-secondary sectors
- Public sector unions and employee representative organizations
- Industry associations and representative organizations across the full range of economic sectors
- Provincial Crown corporations, public sector service providers and regulatory organizations
- Local governments and representative organizations

Additional groups to be consulted will be identified as the review proceeds.

## APPENDIX 4 – CONTRACTOR’S UNDERTAKING OF CONFIDENTIALITY

**Contractor: Perrin, Thorau and Associates Ltd.**

**Statement of Work: 2021 – EMBC (COVID Post Ops Review - 2)**

1. The Contractor undertakes on behalf of itself, and its employees and Subcontractors, to treat as confidential and not disclose, refer to, or permit to be disclosed, at any time, information they produce for or obtain from the Province or its agencies, boards, commissions, crowns, employer associations, employers, any BC public sector pension plan boards of trustees, pension plan partners, the Executive Council of British Columbia (“Cabinet”), a member of Cabinet, a Committee of Cabinet or an advisor to any such party (any or all of which is referred to as the “Organization”), whether verbally, electronically or in writing, in relation to or resulting this Statement of Work including but not limited to the following:
  - (a) the contents of materials, including presentations brought to meetings or circulated to or within the Organization;
  - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
  - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
  - (d) the fact that they have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
  - (e) the outcomes, decisions or actions of the Organization that the Contractor may become aware of by virtue of this Statement of Work; and
  - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that the Contractor becomes aware of by virtue of this Statement of Work.
2. Section 1 of this Undertaking does not apply insofar as:
  - (a) the disclosure is expressly permitted in writing by the Province in conjunction with other Organization party(ies) as the Province deems necessary;
  - (b) the information to be disclosed is general public knowledge other than because of a breach of this Undertaking;
  - (c) the disclosure is to staff of the Province or is otherwise required to perform the Contractor’s obligations under the Agreement; or
  - (d) the disclosure is required to comply with applicable laws.
3. The Contractor undertakes on behalf of itself, its Key Personnel (which includes Subcontractors) that it and they will treat as confidential any legal advice received on behalf of the Province under this Agreement other than to communicate it to authorized officials of the Province, and must not do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice. If the Contractor incorporates any legal advice from the Province’s legal counsel into any Produced Material, the Contractor must add the following note to the applicable document:

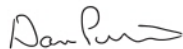
“This document may contain information that is protected by solicitor client privilege. Prior to any disclosure of this document outside of government of British Columbia, including in response to a request under the Freedom of Information and Protection of Privacy Act, the Ministry in possession of this document must consult with the lawyer responsible for the matter to determine whether information contained in this document is subject to solicitor client privilege.”



4. For greater certainty, the Contractor acknowledges that the exceptions set out in subsections 5.3(b) and (c) of the Agreement and sections 2(b) and (c) of this Undertaking do not apply to section 3 of this Undertaking.
5. The Contractor undertakes on behalf of itself, its employees and Subcontractors not to use any of the information referenced in section 1 and 3 above for any other purpose other than those expressly provided for under this Statement of Work.
6. The Contractor undertakes on behalf of itself, and to cause its employee(s) and Subcontractor(s), upon request of the Province, to return to the Province Lead or designate all information received as a result of this Statement of Work, including all copies, derivatives, reports and analysis containing such information.
7. The Contractor undertakes, on behalf of itself, and to cause its employee(s) and Subcontractor(s) to immediately notify the Province Lead specified in this Statement of Work, if they receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking and/or the Agreement or if, through inadvertence or otherwise, any of its employee(s) or Subcontractor(s) become aware of a disclosure of information contrary to this Undertaking and/or the Agreement.

SIGNED with an effective date of the 14th day of October 2021 by the Contractor's authorized signatory or signatories:

Signature(s)



Print Name(s)

**Dan Perrin**

Print Title(s)

**President, Perrin, Thorau and Associates Ltd.**

## **APPENDIX 5.1 – SUBCONTRACTOR’S UNDERTAKING OF CONFIDENTIALITY**

**Subcontractor: Chris Trumpy**

**Contractor: Perrin, Thorau and Associates Ltd.**

**Contractor’s Statement of Work: 2021 – EMBC (COVID Post Ops Review - 2)**

1. In consideration of the Subcontractor’s role in relation to assisting the Contractor with this Statement of Work, the Subcontractor undertakes on behalf of itself and its employee(s) to treat as confidential and not disclose, refer to or permit to be disclosed, at any time, information produced for, or obtained from, the Contractor, Her Majesty the Queen in the Right of the Province of British Columbia (the “Province”), or its agencies, boards, commissions, crowns, employer associations, employers, any BC public sector pension plan boards of trustees, pension plan partners, the Executive Council of British Columbia (“Cabinet”), a member of Cabinet, a Committee of Cabinet or an advisor to any such party (any or all of which is referred to as the “Organization”) (verbally, electronically or in writing) in relation to or resulting from this Statement of Work, including but not limited to the following:
  - (a) the contents of materials, including presentations brought to meetings or circulated to or within the any member of the Organization;
  - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
  - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
  - (d) the fact that I and/or my employee(s) have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
  - (e) the outcomes, decisions or actions of the that I and/or my employee(s) become aware of by virtue of this Statement of Work; and
  - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that I and/or my employee(s) become aware of by virtue of this Statement of Work.
2. Section 1 of this Undertaking does not apply insofar as:
  - (a) the disclosure is expressly permitted in writing by the Province in conjunction with other Organization party(ies) as the Province deems necessary;
  - (b) the information to be disclosed is general public knowledge other than because of a breach of this Agreement;
  - (c) the disclosure is to staff of the Province or otherwise required to perform the Contractor’s obligations under this Agreement; or
  - (d) the disclosure is required to comply with applicable laws.
3. In relation to this Statement of Work, the Subcontractor may receive information from the Province or the Contractor that includes solicitor client privilege. The Subcontractor undertakes on behalf of itself and its employees to treat as confidential any legal advice received on behalf of the Province under this Agreement other than to communicate it to authorized officials of the Province and must not do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice. If the Subcontractor incorporates any legal advice from the Province’s legal counsel into any materials related to this Statement of Work, the Subcontractor must add the following note to the applicable document:



"This document may contain information that is protected by solicitor client privilege. Prior to any disclosure of this document outside of government of British Columbia, including in response to a request under the Freedom of Information and Protection of Privacy Act, the Ministry in possession of this document must consult with the lawyer responsible for the matter to determine whether information contained in this document is subject to solicitor client privilege."

4. The Subcontractor undertakes on behalf of itself and its employees, not to use any of the information referenced in section 1 and 3 above for any other purpose other than those expressly provided for under this Statement of Work.
5. The Subcontractor undertakes on behalf of itself, and to cause its employee(s), upon request of the Province or the Contractor, to return to the Province Lead or designate all information received as a result of this Statement of Work, including all copies, derivatives, reports and analysis containing such information.
6. The Subcontractor undertakes on behalf of itself, and to cause its employee(s) to immediately notify the Province Lead, if they receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking and/or this Statement of Work or if, through inadvertence or otherwise, it or any of its employee(s) becomes aware of a disclosure of information contrary to this Undertaking and/or this Statement of Work.

SIGNED with an effective date of the 14th day of October 2021 by the Subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

Signature(s)



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Print Name(s)

**Chris Trumpy**

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Print Title(s)

**Subcontractor**

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## **APPENDIX 5.2 – SUBCONTRACTOR’S UNDERTAKING OF CONFIDENTIALITY**

**Subcontractor: Bob De Faye**

**Contractor: Perrin, Thorau and Associates Ltd.**

**Contractor’s Statement of Work: 2021 – EMBC (COVID Post Ops Review - 2)**

1. In consideration of the Subcontractor’s role in relation to assisting the Contractor with this Statement of Work, the Subcontractor undertakes on behalf of itself and its employee(s) to treat as confidential and not disclose, refer to or permit to be disclosed, at any time, information produced for, or obtained from, the Contractor, Her Majesty the Queen in the Right of the Province of British Columbia (the “Province”), or its agencies, boards, commissions, crowns, employer associations, employers, any BC public sector pension plan boards of trustees, pension plan partners, the Executive Council of British Columbia (“Cabinet”), a member of Cabinet, a Committee of Cabinet or an advisor to any such party (any or all of which is referred to as the “Organization”) (verbally, electronically or in writing) in relation to or resulting from this Statement of Work, including but not limited to the following:
  - (a) the contents of materials, including presentations brought to meetings or circulated to or within the any member of the Organization;
  - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
  - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
  - (d) the fact that I and/or my employee(s) have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
  - (e) the outcomes, decisions or actions of the that I and/or my employee(s) become aware of by virtue of this Statement of Work; and
  - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that I and/or my employee(s) become aware of by virtue of this Statement of Work.
2. Section 1 of this Undertaking does not apply insofar as:
  - (a) the disclosure is expressly permitted in writing by the Province in conjunction with other Organization party(ies) as the Province deems necessary;
  - (b) the information to be disclosed is general public knowledge other than because of a breach of this Agreement;
  - (c) the disclosure is to staff of the Province or otherwise required to perform the Contractor’s obligations under this Agreement; or
  - (d) the disclosure is required to comply with applicable laws.
3. In relation to this Statement of Work, the Subcontractor may receive information from the Province or the Contractor that includes solicitor client privilege. The Subcontractor undertakes on behalf of itself and its employees to treat as confidential any legal advice received on behalf of the Province under this Agreement other than to communicate it to authorized officials of the Province and must not do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice. If the Subcontractor incorporates any legal advice from the Province’s legal counsel into any materials related to this Statement of Work, the Subcontractor must add the following note to the applicable document:

"This document may contain information that is protected by solicitor client privilege. Prior to any disclosure of this document outside of government of British Columbia, including in response to a request under the Freedom of Information and Protection of Privacy Act, the Ministry in possession of this document must consult with the lawyer responsible for the matter to determine whether information contained in this document is subject to solicitor client privilege."

4. The Subcontractor undertakes on behalf of itself and its employees, not to use any of the information referenced in section 1 and 3 above for any other purpose other than those expressly provided for under this Statement of Work.
5. The Subcontractor undertakes on behalf of itself, and to cause its employee(s), upon request of the Province or the Contractor, to return to the Province Lead or designate all information received as a result of this Statement of Work, including all copies, derivatives, reports and analysis containing such information.
6. The Subcontractor undertakes on behalf of itself, and to cause its employee(s) to immediately notify the Province Lead, if they receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking and/or this Statement of Work or if, through inadvertence or otherwise, it or any of its employee(s) becomes aware of a disclosure of information contrary to this Undertaking and/or this Statement of Work.

SIGNED with an effective date of the 14th day of October 2021 by the Subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

Signature(s)

A handwritten signature in black ink, appearing to read 'Bob De Faye', is written over two horizontal lines. The signature is stylized with a large 'B' and a long horizontal stroke extending to the right.

Print Name(s)

**Bob De Faye**

Print Title(s)

**Subcontractor**

## APPENDIX 6 – CONTRACTOR’S CONFLICT OF INTEREST DISCLOSURE

Contractor: Perrin, Thorau and Associates Ltd.

Statement of Work: 2021 – EMBC (COVID Ops Review)

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**Definition:** “Conflict of Interest” means an actual, perceived or potential inconsistency between the Contractor’s obligation and duty to act for the benefit of the Province, and the Contractor’s, its employee(s)’ and/or its Subcontractor(s)’ duty to act for the benefit of another party or the Contractor’s, its employee(s)’ and/or its Subcontractor(s)’ interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related.

**Discussion:** A Conflict of Interest may arise from existing, former or prospective:

- directorship, employment or contractual interest;
- interest in business enterprises or professional practices;
- share ownership;
- beneficial interest in trusts;
- professional or personal association with the Province;
- professional association or relationship with other organizations or individuals;
- personal association with other organizations or individuals;
- family relationship;
- any relationship that may cause a person to perceive that a person has a divided loyalty to the Province and another party with interests that are inconsistent or competing with the Province’s interests; or
- a set of circumstances in which a person has a private or personal interest that may appear to influence the objective exercise of the person’s duties to, or in respect of, the Province.

The Contractor has reviewed this Statement of Work and has read and understood the definition and discussion of the term Conflict of Interest as set out above.

The Contractor hereby declares on behalf of itself, its employee(s) and Subcontractor(s) (collectively “we” or “our”), that it has disclosed any Conflicts of Interest that currently exist in respect of this Statement of Work as below.

1. A direct or indirect conflict with my/our duties to the Province under this Statement of Work may arise because (please indicate if non-applicable):
  - a) I/We, or my/our Associates<sup>1</sup>, hold the following offices (appointed or elected):  
s.17; s.21; s.22
  - b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):  
s.17; s.21; s.22

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<sup>1</sup> “Associate” of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.



- c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving, the Province.  
s.17; s.21; s.22
- d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:  
s.17; s.21; s.22
- e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:  
s.17; s.21; s.22
- f) I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with the Province or other organizations that are adverse in interest to the Province, or legal or beneficial ownership of trusts or other property, namely:  
s.17; s.21; s.22
2. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):  
s.17; s.21; s.22
3. A Conflict of Interest with my/our duties to the Province under this Statement of Work may arise because I/We receive financial remuneration (either for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable):  
s.17; s.21; s.22
4. The following is a list of each Subsidiary<sup>2</sup> or Affiliate<sup>3</sup> of a company listed in section 1 of this declaration.

Company Listed in Section 1	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate
s.17; s.21; s.22		

<sup>2</sup> For the purposes of this declaration, a corporation is a subsidiary of another corporation where:

- a. it is controlled by:
  - (i) that other corporation;
  - (ii) that other corporation and one or more other corporations, each of which is controlled by that other corporation; or
  - (iii) two or more other corporations, each of which is controlled by that other corporation; or
- b. it is a subsidiary or a subsidiary of that other corporation.

<sup>3</sup> For the purposes of this declaration, one corporation is affiliated with another corporation where one of them is the subsidiary of the other, or both are subsidiaries of the same corporation, or each of them is controlled by the same person.



5. Other than disclosed above, I/we have the following relationships or interests that could compromise, or be perceived to compromise, my employee(s)/our ability to exercise judgment with a view to the best interests of the Province under this Statement of Work:

s.17; s.21; s.22

SIGNED with an effective date of the 14th day of October 2021 by the Contractor's authorized signatory or signatories:



\_\_\_\_\_  
Signature(s)

**Dan Perrin**

\_\_\_\_\_  
Print Name(s)

**President, Perrin, Thorau and Associates Ltd.**

\_\_\_\_\_  
Print Title(s)

## APPENDIX 7.1 – SUBCONTRACTOR’S CONFLICT OF INTEREST DISCLOSURE

**Subcontractor:** Chris Trumpy

**Contractor:** Perrin, Thorau and Associates Ltd.

**Contractor’s Statement of Work: 2021 – EMBC (COVID Ops Review)**

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**Definition:** “Conflict of Interest” means an actual, perceived or potential inconsistency between the Contractor’s obligation and duty to act for the benefit of Her Majesty the Queen in the Right of the Province of British Columbia (the “Province”), and the Contractor’s, its employees’ and/or its Subcontractor’s duty to act for the benefit of another party or the Contractor’s, its employees’ and/or its Subcontractor’s interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related.

**Discussion:** A Conflict of Interest may arise from existing, former or prospective:

- directorship, employment or contractual interest;
- interest in business enterprises or professional practices;
- share ownership;
- beneficial interest in trusts;
- professional or personal association with the Province;
- professional association or relationship with other organizations or individuals;
- personal association with other organizations or individuals;
- family relationship;
- any relationship that may cause a person to perceive that a person has a divided loyalty to the Province and another party with interests that are inconsistent or competing with the Province’s interests; or
- a set of circumstances in which a person has a private or personal interest that may appear to influence the objective exercise of the person’s duties to, or in respect of, the Province.

The Subcontractor has reviewed this Statement of Work and has read and understood the definition and discussion of the term Conflict of Interest as set out above.

The Subcontractor hereby declares on behalf of itself and its employee(s) (collectively “we” or “our”), that it has disclosed any Conflicts of Interest that currently exist in respect of this Statement of Work in the space afforded below.

1. A direct or indirect conflict with the “Contractor’s duties to the Province under this Statement of Work may arise because (please indicate if non-applicable):
2.
  - a) I/We, or my/our Associates<sup>1</sup>, hold the following offices (appointed or elected):

s.17; s.21; s.22

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<sup>1</sup> “Associate” of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

- b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):

s.17; s.21; s.22

- c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving, the Province.

s.17; s.21; s.22

- d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:

s.17; s.21; s.22

- e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:

s.17; s.21; s.22

- f) I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with the Province or other organizations that are adverse in interest to the Province, or legal or beneficial ownership of trusts or other property, namely

s.17; s.21; s.22

3. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):

s.17; s.21; s.22

4. A Conflict of Interest with the Contractor's duties to the Province under this Statement of Work may arise because I/We receive financial remuneration (either for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable):

s.17; s.21; s.22

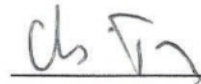
5. The following is a list of each Subsidiary<sup>2</sup> or Affiliate<sup>3</sup> of a company listed in section 1 of this declaration.

Company Listed in Section 1	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate
s.17; s.21; s.22		

6. Other than disclosed above, I/we have the following relationships or interests that could compromise, or be perceived to compromise, my employee(s)/our ability to exercise judgment with a view to the best interests of the Province under this Statement of Work.

— s.17; s.21; s.22

SIGNED with an effective date of 14<sup>th</sup> day of October 2021 by the Subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)



Signature(s)

**Chris Trumpy**

Print Name(s)

**Subcontractor**

Print Title(s)

<sup>2</sup> For the purposes of this declaration, a corporation is a subsidiary of another corporation where:

- a. it is controlled by:
  - (i) that other corporation;
  - (ii) that other corporation and one or more other corporations, each of which is controlled by that other corporation; or
  - (iii) two or more other corporations, each of which is controlled by that other corporation;
- or
- b. it is a subsidiary or a subsidiary of that other corporation.

<sup>3</sup> For the purposes of this declaration, one corporation is affiliated with another corporation where one of them is the subsidiary of the other, or both are subsidiaries of the same corporation, or each of them is controlled by the same person.



## APPENDIX 7.2-SUBCONTRACTOR'S CONFLICT OF INTEREST DISCLOSURE

**Subcontractor:** Bob De Faye

**Contractor:** Perrin, Thorau and Associates Ltd.

**Contractor's Statement of Work:** 2021-EMBC (COVID Ops Review)

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**Definition:** "Conflict of Interest" means an actual, perceived or potential inconsistency between the Contractor's obligation and duty to act for the benefit of Her Majesty the Queen in the Right of the Province of British Columbia (the "Province"), and the Contractor's, its employees' and/or its Subcontractor's duty to act for the benefit of another party or the Contractor's, its employees' and/or its Subcontractor's interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related.

**Discussion:** A Conflict of Interest may arise from existing, former or prospective:

- directorship, employment or contractual interest;
- interest in business enterprises or professional practices;
- share ownership;
- beneficial interest in trusts;
- professional or personal association with the Province;
- professional association or relationship with other organizations or individuals;
- personal association with other organizations or individuals;
- family relationship;
- any relationship that may cause a person to perceive that a person has a divided loyalty to the Province and another party with interests that are inconsistent or competing with the Province's interests; or
- a set of circumstances in which a person has a private or personal interest that may appear to influence the objective exercise of the person's duties to, or in respect of, the Province.

The Subcontractor has reviewed this Statement of Work and has read and understood the definition and discussion of the term Conflict of Interest as set out above.

The Subcontractor hereby declares on behalf of itself and its employee(s) (collectively "we" or "our"), that it has disclosed any Conflicts of Interest that currently exist in respect of this Statement of Work in the space afforded below.

1. A direct or indirect conflict with the "Contractor's duties to the Province under this Statement of Work may arise because (please indicate if non-applicable): **s.17; s.21; s.22**
2.
  - a) I/We, or my/our Associates<sup>1</sup>, hold the following offices (appointed or elected):  
**s.17; s.21; s.22**

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<sup>1</sup> "Associate" of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

- b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):

s.17; s.21; s.22

- c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving, the Province:

s.17; s.21; s.22

- d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:

s.17; s.21; s.22

- e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:

s.17; s.21; s.22

- f) I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with the Province or other organizations that are adverse in interest to the Province, or legal or beneficial ownership of trusts or other property, namely:

s.17; s.21; s.22

3. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):

s.17; s.21; s.22

4. A Conflict of Interest with the Contractor's duties to the Province under this Statement of Work may arise because I/We receive financial remuneration (either for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable):

s.17; s.21; s.22

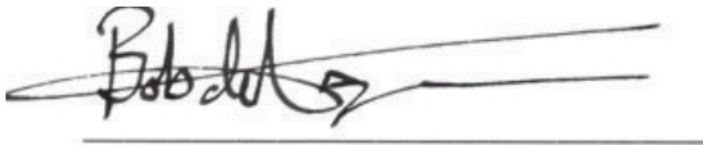
5. The following is a list of each Subsidiary<sup>2</sup> or Affiliate<sup>3</sup> of a company listed in section 1 of this declaration.

Company Listed in Section 1	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate
<i>SUBCONTRACTOR TO COMPLETE IF RELEVANT</i>		

6. Other than disclosed above, I/we have the following relationships or interests that could compromise, or be perceived to compromise, my employee(s)/our ability to exercise judgment with a view to the best interests of the Province under this Statement of Work.

s.17; s.21; s.22

SIGNED with an effective date of 14<sup>th</sup> day of October 2021 by the Subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)



Signature(s)

Print Name(s)

**Bob de Faye**

Print Title(s)

**Subcontractor**

<sup>2</sup> For the purposes of this declaration, a corporation is a subsidiary of another corporation where:

- a. it is controlled by:
  - (i) that other corporation;
  - (ii) that other corporation and one or more other corporations, each of which is controlled by that other corporation; or
  - (iii) two or more other corporations, each of which is controlled by that other corporation; or
- b. it is a subsidiary or a subsidiary of that other corporation.

<sup>3</sup> For the purposes of this declaration, one corporation is affiliated with another corporation where one of them is the subsidiary of the other, or both are subsidiaries of the same corporation, or each of them is controlled by the same person.