

Stearn, Anne HLTH:EX

From: Penny Ballem s.22
Sent: Monday, September 25, 2017 1:01 PM
To: Stearn, Anne HLTH:EX
Subject: RE: check in

Thanks so much Anne – I am in a meeting from 3:30-4:30 but anything other than that would be great pb

Penny Ballem MD FRCP FCAHS
Mobile s.22

From: Stearn, Anne HLTH:EX [mailto:Anne.Stearn@gov.bc.ca]
Sent: Monday, September 25, 2017 1:02 PM
To: 'Penny Ballem' s.22 ; Brown, Stephen R HLTH:EX <Stephen.Brown@gov.bc.ca>
Subject: RE: check in

Good afternoon Dr. Ballem,
DM Brown wanted me to connect in with you to let you know that he's on a call with the Ministers Office until 3:00 pm this afternoon. he'll be able to give you a call after that call concludes.

Anne Stearn

Director, Office of the Deputy Minister
5th Floor - 1515 Blanshard Street, Victoria BC V8W 3C8
Phone (250) 952-3572 / e-mail: anne.stearn@gov.bc.ca

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From: Penny Ballem s.22
Sent: Monday, September 25, 2017 12:21 PM
To: Brown, Stephen R HLTH:EX
Cc: Penny Ballem
Subject: check in

Hi Stephen – it was great to see you and the Minister on Friday – I really look forward to working with you again – this week I am in Vancouver all week but starting next week have a fair time on the road over October, November and December – if there are any documents you or Lynn or Wendy could send along to me to review and bring me up to date and if there is any chance you could let the key people know I will be working on this I might be able to get going this week to get ahead of things. Let me know if that is possible. All the best pb

Penny Ballem MD FRCP FCAHS
Mobile s.22

Stearn, Anne HLTH:EX

From: Stearn, Anne HLTH:EX
Sent: Tuesday, September 26, 2017 1:11 PM
To: 'Penny Ballem'
Subject: RE: check in

Excellent – thank you Dr. Ballem.
Anne

From: Penny Ballem [mailto:[s.22](#)]
Sent: Tuesday, September 26, 2017 12:45 PM
To: Stearn, Anne HLTH:EX
Subject: RE: check in

Hi Anne thks - I will do this contract under my professional incorporation "Dr PennyJD Ballem Inc"; address [s.22](#)

Email as above and mobile for all work as below. Let me know if you need anything else. Thks so much pb

Penny Ballem MD FRCP FCAHS
Mobile [s.22](#)

On Sep 26, 2017 11:08 AM, "Stearn, Anne HLTH:EX" <Anne.Stearn@gov.bc.ca> wrote:

Good morning Dr. Ballem – the teams over here are working on getting the contract typed up for the work the DM has been discussing with you. To fill in the contract details, may I please have the name you are using for your company, address, and what contact info you would like on the contract itself. Your home base, I'm assuming is Vancouver, but want to make sure .

Thank you very much.

Anne Stearn

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Penny Ballem MD FRCP FCAHS

Mobile s.22

Stearn, Anne HLTH:EX

From: Stearn, Anne HLTH:EX
Sent: Tuesday, September 26, 2017 4:26 PM
To: 'Penny Ballem'
Cc: Brown, Stephen R HLTH:EX
Subject: General Services Agreement for review and signature
Attachments: gsa ballem 2017092620170926.pdf

Hi Dr. Ballem – it was nice talking to you this afternoon. Please find attached the General Services Agreement for your review and signature. If all is well, please sign and scan back to me and I will continue it on its processing way.

Thanks very much

Anne Stearn

Director, Office of the Deputy Minister
5th Floor - 1515 Blanshard Street, Victoria BC V8W 3C8
Phone (250) 952-3572 / e-mail: anne.stearn@gov.bc.ca

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Page 005 to/à Page 029

Withheld pursuant to/removed as

s.13

Stearn, Anne HLTH:EX

From: Penny Ballem s.22
Sent: Tuesday, September 26, 2017 4:37 PM
To: Stearn, Anne HLTH:EX
Subject: Re: General Services Agreement for review and signature

Will do! Pb

Penny Ballem MD FRCP FCAHS
Mobile s.22

On Sep 26, 2017 4:26 PM, "Stearn, Anne HLTH:EX" <Anne.Stearn@gov.bc.ca> wrote:

Hi Dr. Ballem – it was nice talking to you this afternoon. Please find attached the General Services Agreement for your review and signature. If all is well, please sign and scan back to me and I will continue it on its processing way.

Thanks very much

Anne Stearn

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Stearn, Anne HLTH:EX

From: Penny Ballem ^{s.22}
Sent: Wednesday, September 27, 2017 10:02 AM
To: Stearn, Anne HLTH:EX
Subject: Emailing: signature page contract.pdf; gsa ballem 2017092620170926 pb edits.docx
Attachments: signature page contract.pdf; gsa ballem 2017092620170926 pb edits.docx

Dear Anne - thanks so much for all the help and speed - I have attached the signature page - just a few small changes - I adjusted the page 1 to reflect my professional incorp as the contractor; I corrected my email - on the schedule of services just added a comment re the Nov 30 deadline - that is pretty short - I will work to that but cant guarantee I can do everything - I think Steve and I discussed it but want to be sure. Hope this works for you - let me know if you need anything else - and big thanks - I am meeting with Dianne Doyle this pm and Eric Harris on Friday so things are underway - all the best pb

Penny Ballem MD FRCP FCAHS

Clinical Professor of Medicine, University of BC Professor, Institute for Health Policy Management and Evaluation, Dalla Lana School of Public Health, University of Toronto Mobile ^{s.22}

Governing law

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

14 INTERPRETATION

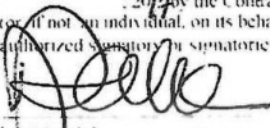
14.1 In this Agreement

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

SIGNED on the <u>27</u> day of <u>Sept</u> <u>2017</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories)	SIGNED on the _____ day of _____ 20____ on behalf of the Province by its duly authorized representative.
 _____ Signature(s)	_____ Signature
<u>Penny J. Ballen</u> _____ Print Name(s)	_____ Print Name
<u>Principal, Dr. Penny J. Ballen</u> _____ Print Title(s)	<u>Inc.</u> _____ Print Title

Page 033 to/à Page 057

Withheld pursuant to/removed as

s.13

Stearn, Anne HLTH:EX

From: Penny Ballem ^{s.22}
Sent: Wednesday, September 27, 2017 10:09 AM
To: Kiewiet, Nargis HLTH:EX
Cc: Stearn, Anne HLTH:EX
Subject: RE: Documents

Dear Nargis this is great – thanks so much pb

Penny Ballem MD FRCP FCAHS
Mobile ^{s.22}

From: Kiewiet, Nargis HLTH:EX [mailto:Nargis.Kiewiet@gov.bc.ca]
Sent: Wednesday, September 27, 2017 9:20 AM
To: ^{s.22} ^{s.22}
Cc: Stearn, Anne HLTH:EX <Anne.Stearn@gov.bc.ca>
Subject: Documents
Importance: High

Good morning Dr. Ballem,

I have couriered the USB memory stick to you today. It will arrive around 1PM to the address you provided below.

Once you have inserted the USB in the computer the file folder will open and the folder will have the files as pictured below. Please double click on “encryptsticklite” and it will ask you for the password. The password is ^{s.15}
^{s.15}

Please contact me if you have any questions.

Thank you

Nargis Kiewiet | A/Senior Executive Assistant
Deputy Minister's Office
Ministry of Health
Ph: 250 952-1590
Email: nargis.kiewiet@gov.bc.ca

Ministry of Health | PO Box 9639 STN PROV GOVT | Victoria BC | V8W 9P1

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Email as above and mobile for all work as below. Let me know if you need anything else. Thks so much pb

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Anne Stearn

Director, Office of the Deputy Minister

5th Floor - 1515 Blanshard Street, Victoria BC V8W 3C8

Phone (250) 952-3572 / e-mail: anne.stearn@gov.bc.ca

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Cc: Penny Ballem
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Penny Ballem MD FRCP FCAHS

Mobile ^{s.22}

Stearn, Anne HLTH:EX

From: Stearn, Anne HLTH:EX
Sent: Tuesday, October 3, 2017 10:10 AM
To: Penny Ballem^{s.22}
Cc: Trotter, Wendy HLTH:EX; Kiewiet, Nargis HLTH:EX
Subject: GSA completion
Attachments: gsa final ballem20171003.pdf

Good morning Doctor Ballem,

I talked to Steve about the November 30th deadline and after consideration, he agreed that it was too tight of a timeframe for the work and its been updated to January 31, 2018. I've amended the GSA to reflect the new date and updated your email address and business name on the front half. Please find attached the final document with your signature page included. Steve has also requested a regular telephone touch base meeting with you and he on the projects. He has requested weekly at first and you may wish to increase or decrease the frequency as you get your footing on the project. Unfortunately the next two weeks of Steve's calendar are a little cramped so given this and to allow you time to get into the project, I would like to suggest a first check in later in the month and you and he might discuss the frequency of your check in's going forward.

Nargis – could you please find a ½ hour for Steve and Dr. Ballem perhaps around the week of the 24th for a check in telephone conversation. Thank you

Wendy – also attached for your files and finalizing the contract process with Accounts. Thank you

Anne Stearn

Director, Office of the Deputy Minister
5th Floor - 1515 Blanshard Street, Victoria BC V8W 3C8
Phone (250) 952-3572 / e-mail: anne.stearn@gov.bc.ca

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GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2018-097

Requisition No.: _____

Solicitation No.(if applicable): _____

Commodity Code: _____

Contractor Information

Supplier Name: Dr Penny JD Ballem Inc.

Supplier No.: _____

Telephone No.: s.22 -

E-mail Address: _____

Website: _____

Financial Information

Client: 112

Responsibility Centre: 66080

Service Line: 44225

STOB: 60

Project: 6600000

Template version: July 31, 2017

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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

THIS AGREEMENT is dated for reference the 26th day of September, 2017.

BETWEEN:

DR. PENNY J D BALLEM INC. (the "Contractor") with the following specified address and fax number:
s.22

Email: s.22

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health (the "Province") with the following specified address and fax number:
1515 Blanshard Street
PO BOX 9639 STN PROV GOVT
Victoria, BC
V8W 9P1
Email: Wendy.trotter@gov.bc.ca

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).

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.

Insurance

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

Workers compensation

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

Personal optional protection

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

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

Province's options on default

11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect

to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the 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 mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

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

Change of address or fax number

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

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights 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 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely 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.

Governing law

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

14 INTERPRETATION

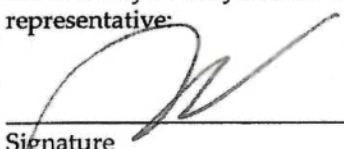
14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____ Signature(s)</p> <p>_____ Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the <u>26</u> day of <u>September</u>, 20<u>17</u> on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p><u>Steve Brown</u> _____ Print Name</p> <p><u>Deputy Minister, Health</u> _____ Print Title</p>
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Governing law

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

14 INTERPRETATION

14.1 In this Agreement

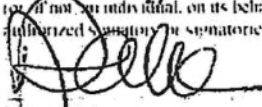
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- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties", and each of them as a "party";
- (d) "attached" means attached 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 signed 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:

Signed on the 27 day of Sept
2020 by the Contractor
for, if not an individual, on its behalf by its
authorized signatory or signatories:



Signature
Perry J. Ballan

Print Name(s)
Principal

Print Title(s)
Inc.

Signed on the _____ day of _____
20____ on behalf of the
Province by its duly authorized
representative(s):

Signature

Print Name

Print Title

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on September 26, 2017 and ends on January 31, 2018.

PART 2. SERVICES:

Outputs

The Contractor must provide services in regards to the following:

1. Providence Health Care (PHC) Redevelopment – the new St. Paul's Hospital (SPH) and campus of care:
 - Current status;
 - On schedule to meet objectives;
 - Clinical and financial work complete; and
 - Barriers and risks.
2. Interactions with City of Vancouver (COV) with respect to SPH:
 - Burrard Street;
 - Station Street property; and
 - Others.
3. PHC relationship with VCHA:
 - Governance;
 - Financial;
 - Contractual; and
 - Challenges.

Inputs

The Contractor must:

- a. Provide a qualified resource to perform the service;
- b. Provide all the relevant equipment to perform the service;

The Province must:

- a. Provide clarification on all relevant issues; and
- b. Review, comment and sign off on all deliverables.

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:

The contractor will analyze and provide advice on the status and next steps needed for the redevelopment project with the city of Vancouver, the overall status of the PHC redevelopment project, and the status and go forward relationship between PHC and VCHA.

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

Reporting requirements

The Contractor will provide a report at the end of the services by November 30, 2017.

- Any change to the date above will require the prior written approval of the Province which can be in the form of an email.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not Applicable.

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

- (a) Penny Ballem

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$24,000 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 \$250.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from ^{s.22}
^{s.22} on the same basis as the Province pays its Group II currently at http://gww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf which is subject to change) employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses;

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

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to 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 Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any 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 any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

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

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

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

Schedule E – Privacy Protection Schedule

Not applicable.

Schedule F – Additional Terms

1. Contractor Identification – During the term of this agreement and at the request of the Province, contractors shall identify themselves as contractors to the ministry. This may be in the form of email signature blocks, business cards, correspondence, and verbal business dealings.
2. In addition to section 13.1, any notice contemplated by this Agreement can be delivered by email to the addressee's email address 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. Either party may from time to time give notice to the other party of a substitute email address, which from the date such notice is given will supersede for purposes of section 13.1 any previous email address specified for the party giving the notice.

Schedule G – Security Schedule

Not applicable.

Stearn, Anne HLTH:EX

From: Penny Ballem ^{s.22}
Sent: Tuesday, October 3, 2017 10:33 AM
To: Stearn, Anne HLTH:EX
Subject: Re: GSA completion

Hi Anne thks so much - I have a check in booked with Stephen a week from today. He know he can get me any time on mobile if he has any concerns and he can feel free to do that (he put up with me for a long time doing that to him!). I am making progress and happy to keep you in the loop if you would like to know my activities on his file. All the best pb

Penny Ballem MD FRCP FCAHS
Mobile ^{s.22}

On Oct 3, 2017 10:10 AM, "Stearn, Anne HLTH:EX" <Anne.Stearn@gov.bc.ca> wrote:

Good morning Doctor Ballem,

I talked to Steve about the November 30th deadline and after consideration, he agreed that it was too tight of a timeframe for the work and its been updated to January 31, 2018. I've amended the GSA to reflect the new date and updated your email address and business name on the front half. Please find attached the final document with your signature page included. Steve has also requested a regular telephone touch base meeting with you and he on the projects. He has requested weekly at first and you may wish to increase or decrease the frequency as you get your footing on the project. Unfortunately the next two weeks of Steve's calendar are a little cramped so given this and to allow you time to get into the project, I would like to suggest a first check in later in the month and you and he might discuss the frequency of your check in's going forward.

Nargis – could you please find a ½ hour for Steve and Dr. Ballem perhaps around the week of the 24th for a check in telephone conversation. Thank you

Wendy – also attached for your files and finalizing the contract process with Accounts. Thank you

Anne Stearn

Director, Office of the Deputy Minister

5th Floor - 1515 Blanshard Street, Victoria BC V8W 3C8

Phone (250) 952-3572 / e-mail: anne.stearn@gov.bc.ca

Warning: This email is intended only for the use of the individual or organization to whom it is addressed. It may contain information that is privileged or confidential. Any distribution, disclosure, copying, or other use by anyone else is strictly prohibited. If you have received this in error, please telephone or e-mail the sender immediately and delete the message.

Stearn, Anne HLTH:EX

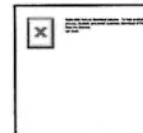
From: Penny Ballem ^{s.22}
Sent: Sunday, January 28, 2018 9:41 PM
To: Brown, Stephen R HLTH:EX
Cc: Stevenson, Lynn HLTH:EX; Stearn, Anne HLTH:EX; Kiewiet, Nargis HLTH:EX
Subject: invoice for SPH contract
Attachments: Air Canada - 19 Dec: Vancouver - Victoria (Booking Reference: ^{s.22} ; receipts for expenses.pdf; Your Avis Rental Confirmation; INVOICE_BC_MOH_Dr_Penny_J_D_Ballem_Inc.pdf; ETIR_1-Nov-17.pdf

Hi Stephen – attached is my invoice and expenses for the work since September – let me know if you need anything else – I have the original receipts for taxis and parking which I can send along if needed. Look forward to talking to you and particularly getting a debrief on the Ministers thinking re Burrard. Thanks so much Stephen pb

Penny Ballem MD FRCP FCAHS
Mobile ^{s.22}

Stearn, Anne HLTH:EX

From: Air Canada <confirmation@aircanada.ca>
Sent: Saturday, December 16, 2017 8:32 PM
To: s.22
Subject: Air Canada - 19 Dec: Vancouver - Victoria (Booking Reference s.22)
Attachments: Air_Canada_Booking_Confirmation s.22




Booking Reference: s.22

Date of issue: 17 Dec, 2017

 [Select Seats](#)

 [Check in](#)

 [Manage my booking](#)

 [Sign up for flight notifications](#)

Thank you for choosing Air Canada. Below are your flight details and other useful information for your trip.

IMPORTANT: Your official Itinerary/Receipt is attached to this email. You must bring it with you to the airport for check-in and we recommend you keep a copy for your records. Please also take the time to review it as it contains the general conditions of carriage and applicable tariffs that apply to the tickets, bookings and air services detailed below, as well as baggage, dangerous goods and other important information related to your trip.

Passengers

 [Penny Ballem](#)

Seats

s.22

Ticket Number:
s.22

Air Canada - Aeroplan:
s.22

Depart

Economy Tango

Tuesday
19 Dec, 2017

09:00



09:30

Vancouver

Vancouver Intl. (YVR),
Terminal M

Victoria

Victoria Intl. (YYJ),
British Columbia


AC8059

0hr30

Economy W

Operated by: Air Canada Express - Jazz | Q400

Return

Economy Tango

Tuesday
19 Dec, 2017


16:05

Victoria

Victoria Intl. (YYJ),
British Columbia

16:32

Vancouver


Vancouver Intl. (YVR),
Terminal M


AC8072

0hr27

Economy V

Operated by: Air Canada Express - Jazz | Q400

Purchase summary

Visa

XXXX-XXXX-XXXX

s.22

Amount paid: \$370.91

Full details can be found in
your attached Itinerary/Receipt

Tax information

GST/HST no. 10009-2287
RT0001 \$17.66

1 adult

 Air Transportation Charges

319.00

 Taxes, fees and charges

51.91

GRAND TOTAL (Canadian dollars)

\$370⁹¹

Baggage allowance

Carry-on Baggage

On flights operated by Air Canada, Air Canada Rouge or Air Canada Express, you may carry with you in the cabin 1 standard item (max. size: 23 x 40 x 55 cm [9 x 15.5 x 21.5 in]) and 1 personal item (max. size: 16 x 33 x 43 cm [6 x 13 x 17 in]). Your carry-on baggage must be light enough that you can store it in the overhead bin unassisted. See our complete carry-on baggage policy [Opens in New Window](#).

Checked Baggage

Please see below for details on the bags you plan on checking at the baggage counter.

Vancouver (YVR) > Victoria (YYJ)

1st bag

\$ 26.25 CAD

Including taxes

2nd bag

\$ 36.75 CAD

Including taxes

Max. weight per bag:

23.0 kg (50.0 lb)

Max. dimensions per bag:

158.0 cm (62.0 in)

Victoria (YYJ) > Vancouver (YVR)

1st bag

\$ 26.25 CAD

Including taxes

2nd bag

\$ 36.75 CAD

Including taxes

Max. weight per bag:

23.0 kg (50.0 lb)

Max. dimensions per bag:

158.0 cm (62.0 in)

* For travel within Canada or between Canada and the United States, a Canadian tax of \$3.00 CAD may apply to baggage fees. For travel between Canada or the United States and Mexico, the Dominican Republic and Barbados, an applicable local sales tax of \$4.00 CAD may apply to baggage fees. For all other itineraries to/from Mexico, the Dominican Republic and Barbados as well as itineraries to/from South America, an applicable local sales tax of \$21.00 CAD may apply to baggage fees. All above tax amounts are based on the maximum applicable tax amounts per itinerary type. Actual amounts may vary and will be charged in the currency used in your departure airport. Tax amounts are subject to change without notice by local government.

Currency

Fee amounts are displayed in the currency of the first departure city on your ticket. On the day of travel, applicable fees will be assessed in the local currency of the country you are travelling from. Certain exceptions may apply where the departure airport does not charge in local currency. The currency exchange rate will be determined by the date of travel.

Stopovers

Checked baggage fees may be reassessed when itineraries include an enroute stopover of more than 24 hours.

Baggage Allowance for Air Canada Altitude and Star Alliance Members


The baggage allowance displayed below applies when you check your bags with Air Canada, Air Canada Express (flights operated by Jazz, Sky Regional, Air Georgian, Exploits Valley Air) or Air Canada Rouge. Please make sure your Air Canada Altitude status level is valid at check-in.

Star Alliance Silver Members: Your baggage allowance is equivalent to that of the fare option you purchased.

	Economy Class	Premium Economy	Business Class
Altitude Super Elite 100K, Elite 75K, Elite 50K and Elite 35K	3 bags 32 kg (70 lb)	3 bags 32kg (70lb)	3 bags 32kg (70lb)
Altitude Prestige 25k	2 bags 23 kg (50 lb)	2 bags 23 kg (50 lb)	2 bags 32 kg (70 lb)
Star Alliance Gold	1 extra bag 23 kg (50 lb)	1 extra bag 23 kg (50 lb)	1 extra bag 32 kg (70 lb)

Note: If you **exceed your baggage allowance** (in number, size and/or weight), additional checked baggage charges will apply. The policy and fees will be those of the carrier identified in the checked baggage information section.

- View Air Canada's additional checked baggage policy.
- View the additional checked baggage policy of Air Canada's codeshare and interline partners.

 CANADA, U.S.: 1 (888) 247-2262



To ensure delivery to your inbox, please add confirmation@aircanada.ca to your address book's safe sender list. This service email was sent to you because you purchased an Air Canada flight. It provides important flight information that must be communicated to you. This service email is not a promotional email. Please do not reply to this email as this inbox is not monitored. If you have questions, please visit aircanada.com.

Your privacy is important to us. To learn how Air Canada collects, uses and protects the personal information you provide, please view our [privacy policy](#).

Air Canada, P.O. Box 64239, RPO Thomcliffe, Calgary Alberta, T2L 6J7

Stearn, Anne HLTH:EX

From: Avis <avis@e.avis.com>
Sent: Saturday, December 16, 2017 8:40 PM
To: s.22
Subject: Your Avis Rental Confirmation



Penny Ballem, thank you for choosing Avis! The following was calculated based on the information shown that you provided to us. Changes in pick-up or return locations, car group, optional services, dates or times may change this rate. Renter must meet Avis age, driver and credit requirements. Please refer to the terms and conditions below for details. **Note: Your drivers license may be subject to verification from the state of issuance.**

Reservation Confirmation Number: s.22

Reservation Information

Base Rate	26.10 CAD
Taxes and Surcharges	12.13 CAD
Taxes	5.51 CAD
Goods and Services Tax	1.64 CAD
Local Taxes	2.29 CAD
Passenger Vehicle Rental Tax	1.58 CAD
Surcharges	6.62 CAD
Airport Concession Fee	3.93 CAD
Energy Recovery Fee	0.98 CAD
Vehicle License Fee	1.71 CAD
Optional Equipment	0.00 CAD
Optional Coverages	0.00 CAD
Estimated Total	38.23 CAD

[Make A New Reservation](#)

[Modify This Reservation](#)

[Cancel This Reservation](#)

Rate Rules

Maximum 4 Day(s) and 12 Hours(s)

SHOW FEE MAY APPLY

Unlimited Free kilometers

Your rate was calculated based on the information provided. Some modifications may change this rate.

Pick-up

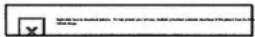
Tue December 19, 2017 at 10:00 AM
Victoria Airport (Vancouver Island)
131-1640 Electra Boulevard
Sidney, BC V8L 5V4 CA
(1) 250-656-6033

Return

Tue December 19, 2017 at 4:30 PM
Victoria Airport (Vancouver Island)
131-1640 Electra Boulevard
Sidney, BC V8L 5V4 CA
(1) 250-656-6033

Car Information

Economy - Chevrolet Spark or similar



Reservation Information

Rate Type

Rate Code 2A

Avis AWD Number s.22

Avis Wizard Number

Coupon Number

Optional Equipment / Coverages

Personal Information

Name Penny Ballem

E-mail Address s.22

Phone Number

Age 25+

Residence Canada

Frequent Traveler Number s.22

Frequent Traveler Program Air Canada Aeroplan

Terms and Conditions

Age Requirements

Rather than requiring customers to be 25 to rent, Avis at this location now rents to customers between the ages of 21-24. An underage surcharge may apply and will automatically be applied to the reservation. Additionally, the following restrictions also will apply for renters between the ages of 21-24: Rentals of luxury cars, mini-vans, 12-passenger vans, specialty cars, and SUVs will not be permitted. Government Minimum Age Policy Minimum age 21 (no underage fee applies).

Directions

GENERAL DIRECTIONS All renters go to baggage claim. AIRLINE PASSENGERS Proceed to the Avis counter in the baggage claim area. Rental cars are parked outside the baggage claim area. WALK-UP RENTERS Follow airport signs for 'Arrivals' or 'Baggage Claim'. They will lead to the baggage claim area entrance. Proceed inside to locate the Avis counter. Rental cars are parked outside the baggage claim area. AFTER-HOURS RETURNS Accepted Park & lock the car. Place the completed contract & the keys in the key drop box. Remember to take your personal belongings with you. PREFERRED SERVICE Airport Terminal - Canada Proceed to the rental counter in the baggage claim area or the kiosk in the parking garage in order to receive your preprinted rental agreement & keys. NOTE: Airline & flight information must be on the reservation for the customer to receive Preferred Service.

Additional Fees

It is mandatory that all vehicles registered in the province of Quebec be equipped with snow tires during the winter months of November through March. Customers will be charged a Tire Management Fee up to 3.99 CAD per day for each applicable rental. The fee is subject to concession recovery fees, GST and QST.

Credit Card Policies

Avis accepts most major credit cards as credit identification at the time of rental. Accepted credit card list: Avis Charge Card, American Express, AT&T Capital, Diner's Club, Diner's Club Int'l, Discover, GE Capital, JCB, MasterCard, Peterson, Howell and Heather (PHH), Sears and Visa. Some locations may not accept each of the referenced cards.

Driver's License Requirements

At the time of rental, the driver must present a valid drivers license in the drivers name. Licenses required by issuing province to rent a vehicle are: Manitoba requires Class 5 Full (F), New Brunswick requires Class 7 (level 2 only) and Class 5, Ontario requires Class G & G2 and all other provinces require Class 5. NOTE:

Customers presenting a drivers license in a non-roman alphabet must also present an International Driving Permit (IDP) in addition to their valid drivers license.

Travel Into Other Countries

Vehicles at this location can be driven throughout the Canadian Provinces with no restrictions. Based on availability; One-way rentals may be allowed to some Canadian cities. Vehicles at this location can be driven throughout the continental US with no restrictions. Based on availability; One-way rentals may be allowed to some US cities. Vehicles at this location are not allowed to travel into Alaska. One-way rentals are also not permitted. Vehicles at this location are not allowed to travel into Mexico. One-way rentals are also not permitted.

Optional Coverages

Acceptance of the Loss Damage Waiver (LDW) reduces the renters and authorized additional drivers financial responsibility to \$300.00 CAD or \$500.00 CAD, dependent upon the vehicle group rented, if the car is damaged or stolen while under rental contract. Using the vehicle in violation of any of the use restrictions listed on the rental agreement could void LDW and leave the renter fully responsible for any damage to the vehicle. Partial Loss Damage Waiver (PDW) is available at certain rental locations to relieve the renter of the first \$1,000 CAD of the loss of, or damage to, the Avis car. All inquiries regarding PDW availability and cost should be referred to the rental location. All Avis cars are not to be driven on unpaved roads (like gravel, dirt, etc.). If LDW is not accepted, the customer is financially responsible for the full value of: Accident damage Glass damage Vandalism Theft of the car Stolen items such as radio, battery, etc. Global insurance coverages are always subject to change. Please verify at time of rental.

Fuel Policy

The car must be returned with a full tank of gas or there will be a charge for refueling. Most locations offer a prepaid gas option which you can accept at the rental location. If the car is driven less than 125 kilometers there may be an additional refueling fee, unless a gas receipt is presented at time of return. The customer can check at the time of rental for complete details.

Debit Card Policies

Debit cards are not accepted at time of rental at this location. A debit card can be used to pay for the rental at the time of car return.

This message is sent by Avis Rent A Car System, LLC, P.O. Box 699000, Tulsa, OK 74169-9000

[Privacy Notice](#)

© 2017 Avis Rent A Car System, LLC. 9.3d

Itinerary / Receipt

We are pleased to confirm your airline reward booking. Thank you for letting Aeroplan take you where you want to go.
Please bring your itinerary-receipt to the airport.

Main Contact Information

Booking reference: s.22

Name: Dr Penny Ballem
E-mail: s.22
Form of payment: NONREF. CC
VXXXXXXXXXXXX s.22 AEROPLAN TAX

Customer Care

Aeroplan Contact Centre
1-800-361-5373

Air Canada Flight Information
1-888-422-7533

Flight Reward Cancellation
www.aeroplan.com/managerewards
or call the Aeroplan Contact Centre

Flight Change Alert
[Flight notification](#)

Manulife Travel Insurance
aeroplan.com/manulife
1-844-891-1554

Flight Itinerary

Flight	From	To	Aircraft	Cabin (Booking Class)	Status
AC8079	Vancouver (YVR)	Victoria (YYJ)	DH4	Economy (X)	Confirmed
<i>Operated by:</i>	Thu 02-Nov 2017	Thu 02-Nov 2017			
<i>Air Canada Express-Jazz</i>	19:35 - TERMINAL M -MAIN	20:05			
Seat number(s) requested:	s.22				
AC8066	Victoria (YYJ)	Vancouver (YVR)	DH4	Economy (X)	Confirmed
<i>Operated by:</i>	Fri 03-Nov 2017	Fri 03-Nov 2017			
<i>Air Canada Express-Jazz</i>	13:15	13:42 - TERMINAL M -MAIN			
Seat number(s) requested:	s.22				

Passenger Information

Passenger: 1 **Dr Penny Ballem**

Ticket number: **s.22**

Tax and Fee Summary

Date of issue	01-Nov 2017
Aeroplan Flight Reward	Fixed Mileage Flight Reward
Taxes, fees and charges per passenger	
Air Travellers Security Charge (CA)	14.25
Carrier Admin. Service Charge (YR)	30.00
Combined taxes, fees, charges and surcharges, see fare calculation below (XT)	23.21
Additional Charge in Canadian dollars :	0.00
Total in Canadian dollars :	67.46

Ticket Particularities:

AERO REW TKT/105650592
NON REF/NON END

*Fare calculation:

02NOV17YVR AC YYJ R0.00AC YVR R0.00CAD0.00 END ROE1.00
XT3.21XG20.00SQ

Canadian tax registration numbers:

XG Canada Goods and Service Tax (GST/HST #10009-2287 RT0001)
RC Canada Harmonized Sales Tax (GST/HST #10009-2287 RT0001)
XQ Quebec Sales Tax (QST #1000-043-172 TQ1991)

Aeroplan Rules

General Rules:

- In addition to the airline's terms and conditions, all reward bookings are subject to Aeroplan's [Flight Reward Terms and Conditions](#).
- Aeroplan service, change and cancellation fees are non-refundable and all fees are subject to change with or without notice.
- Some taxes and fees may be collected at your departure airport.
- Flight Reward mileage level quotes are valid at the time of redemption and only for the itinerary booked.
- Airlines may charge fees for checked bags for travel within North America. Please visit the airline's website directly as baggage allowance and fees vary by carrier.

Changing Flight Rewards:

- Changes to the itinerary can be made at anytime up to 2 hours prior to departure subject to availability.
- If you cannot travel on your scheduled flights you must notify Aeroplan at least 2 hours before flight departure or your ticket will be forfeit. Forfeit flight reward tickets are no longer valid for travel or mileage reinstatement.
- Changes can be made to the flight date(s), flight number(s), routing and/or itinerary changes (including cabin). For Flight Rewards booked before December 6, 2016, a flat fee of C\$90.00 plus taxes per ticket will apply. For Flight Rewards booked as of December 6, 2016, a change fee of C\$100.00 plus taxes per direction, per ticket will apply.
- Changes may require the additional collection of miles. If additional mileage is required, the member must authorize the redemption of those additional miles. Changes that are less than the original mileage level booked will result in the residual miles being forfeit. Mileage changes may be due to availability, time of flight, day of travel, seasonality, advance purchase

or minimum/maximum stay.

- If your itinerary includes flights operated by Air Canada or Air Canada Express where you redeemed a Fixed Mileage Flight Reward in Business Class, but only seats in the Economy cabin were available at the time of booking, on the day of departure you may request that an Air Canada check-in agent places you on the standby list for an upgrade to the Business Class cabin. Standby is not permitted on flights operated by other Star Alliance member airlines. Please note that airport standby upgrades are subject to availability and cannot be guaranteed. The mileage level redeemed for this itinerary is valid and no compensation or mileage adjustments will be provided.
- Name changes are not permitted once the reservation has been made or tickets have been issued.
- Market Fare Flight rewards cannot be changed to Fixed Mileage Flight Rewards or Star Alliance flight rewards.
- Any changes made to Aeroplan redemption bookings may affect other travel services you may have booked/reserved (i.e. car and/or hotel reservations). It is your responsibility to verify whether or not other travel services are affected as a result of such changes.

Prior to your reward travel, but after your reward ticket has been issued:

- Prior to departure, changes can be made to flight reward tickets on Air Canada, Star Alliance and Air Canada Express depending on availability (certain conditions apply). To make a change to your itinerary, call the Aeroplan Contact Centre. To cancel or refund your flight rewards, go to the "Manage Your Rewards" section on www.aeroplan.com or call the Aeroplan Contact Centre.

Once reward travel has begun:

- Once travel has commenced, changes can be made to flight reward tickets on Air Canada, Star Alliance and Air Canada Express depending on availability. To make a change, contact the Aeroplan Contact Centre.

Cancelling Flight Rewards:

There are two options for cancelling flight reward tickets:

1. Refunding Mileage:

- In order to return mileage to the account, the flight reward ticket must be cancelled at least 22 days prior to the scheduled outbound departure date.
- For flight rewards booked before December 6, 2016, the fee for this mileage refund is C\$90.00 plus taxes per ticket.
- Effective December 6, 2016, a fee of C\$150.00 plus taxes per ticket will apply.

2. Keep the flight reward ticket for future use

- If there are 21 days or less before your scheduled departure, you can cancel your unused tickets up to 2 hours prior to departure and they will be valid for travel within one year from date of issuance (partially used tickets are valid for travel within one year from the date of the first flown flight). There is no fee at time of cancellation, but a change fee will apply when you re-book. See **Changing Flight Rewards** section above.

Seat Assignment and Flight Confirmation:

- Advance seat assignments are not guaranteed and may be changed without notice. If your pre-assigned seat is unavailable, we will try to accommodate you in a comparable seat in the same cabin.
- Flight schedules are subject to change. While we make every attempt to notify passengers of changes to the itinerary, it is imperative that you reconfirm your own flights prior to departure. It is strongly recommended that you provide us with an e-mail address for flight schedule change notification. You should monitor this e-mail for changes to your itinerary, both before departure and while at your destination.

Baggage Information

Please see below for details on the bags you plan on checking at the baggage counter.

Baggage Information for: Penny Ballem

Air Canada baggage rules apply.
For flight(s): AC8079

1st bag: 25.00 CAD + taxes* per direction
2nd bag: 35.00 CAD + taxes* per direction

Air Canada baggage rules apply.
For flight(s): AC8066

1st bag: 25.00 CAD + taxes* per direction
2nd bag: 35.00 CAD + taxes* per direction

Max. weight per bag: 23 KG (50 lb)

Max. linear dimensions: 158 CM (62 in)

* For travel within Canada or between Canada and the United States, a Canadian tax of \$3.00 CAD may apply to bags fees. For travel between Canada or the United States and Mexico, the Dominican Republic and Barbados, an applicable local sales tax of \$4.00 CAD may apply to bag fees. For all other itineraries to/from Mexico, the Dominican Republic and Barbados as well as itineraries to/from South America, an applicable local sales tax of \$21.00 CAD may apply to bag fees. All above tax amounts are based on the maximum applicable tax amounts per itinerary type. Actual amounts may vary and will be charged in the currency used in your departure airport. Tax amounts are subject to change without notice by local government.

Customers may be reassessed checked baggage fees when itineraries include an enroute stopover in excess of 24 hours.

Baggage Policy

Baggage Allowance for Altitude and Star Alliance Members

Baggage check-in must occur with Air Canada, Air Canada Express (flights operated by Jazz, Sky Regional, Air Georgian, Exploits Valley Air) or Air Canada rouge. Air Canada Altitude status level must be valid at time of check-in to qualify for waiver of charges related to baggage.

Frequent Flyer Status	Economy Class	Premium Economy	Business Class
Air Canada Altitude Super Elite 100k, Elite 75k, Elite 50k & Elite 35k	3 bags 32kg (70lb)	3 bags 32kg (70lb)	3 bags 32kg (70lb)
Air Canada Altitude Prestige 25k	2 bags 23kg (50lb)	2 bags 23kg (50lb)	2 bags 32kg (70lb)
Star Alliance Gold	As per fare paid + 1 additional bag 23kg (50lb)	As per fare paid + 1 additional bag 23kg (50lb)	As per fare paid + 1 additional bag 32kg (70lb)
Star Alliance Silver	As per fare paid 23kg (50lb)	As per fare paid 23kg (50lb)	As per fare paid 32kg (70lb)

Excess Baggage

If your baggage exceeds the free allowance (in number, size and/or weight), additional checked baggage charges will apply. The policy and fees will be those of the carrier identified in the checked baggage information section. For specific terms and conditions of Air Canada codeshare and interline partners oversized and excess rules, visit the carrier's website. View the [additional checked baggage policy of Air Canada's codeshare and interline partners](#). View [Air Canada's additional checked baggage policy](#).

Embargos: Certain restrictions apply for travel to Mexico City (Mexico) as well as Kingston and Montego Bay (Jamaica). For details, please visit [Air Canada's additional checked baggage policy](#).

Currency of Fees

Fee amounts are displayed in the currency of the first departure city on your ticket. On the day of travel, applicable fees will be assessed in the local currency of the country you are travelling from. Certain exceptions may apply where the departure airport does not charge in local currency. The currency exchange rate will be determined by the date of travel.

Carry-On Baggage Allowance

Oversized carry-on bags are not permitted on our aircraft and may cause flight delays for all passengers. Please ensure your carry-on bags are within the maximum allowed size as indicated below; **they are required to fit in the double-size verification device** at check-in and boarding gates.

You may carry onboard items which fall within the two (2) piece carry-on allowance: one (1) carry-on bag or suitcase (wheels and handles included in the size) and one (1) personal article such as a briefcase, laptop computer, diaper bag, camera case, cartons or other similar item. Learn more about Air Canada's [Carry-on Baggage restrictions](#).

	Maximum Size	Maximum Weight
1 standard article	23cm x 40cm x 55cm 9" x 15.5" x 21.5"	Your carry-on baggage must be light enough that you can store it in the overhead bin unassisted.
1 personal article	16cm x 33cm x 43cm 6" x 13" x 17"	Your carry-on baggage must be light enough that you can store it in the overhead bin unassisted.

It is recommended that documents and medication be packed in your carry-on baggage. All prescription medications must be properly labelled with the names of the patient, the medication and the issuing medical office or pharmacy.

For safety reasons, dangerous goods must not be packed in checked or carry-on baggage, except as specifically permitted. Dangerous goods * include, but are not limited to compressed gases (e.g. oxygen bottles or tear gas), corrosives, explosives (e.g. fireworks), flammable liquids and solids (e.g. paints and lighter fluid), radioactive materials (e.g. radio-pharmaceuticals), oxidizing materials, poisons, infectious substances and briefcases with installed alarm devices. For security reasons, other restrictions may apply. Please refer to the [Security Requirements and Dangerous Goods](#) page for more information.

There are special exceptions for small quantities (up to 70 ounces total) of medication and toiletry articles carried in your luggage and certain smoking materials carried on your person. United States federal law forbids the carriage of hazardous materials aboard the aircraft in your baggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more.

*also referred as hazardous materials

Codeshare Flights and Other Airlines

Passengers with itineraries that include flights operated by other airlines or codeshare flights may be subject to the carry-on rules and fees of the other airline, which may be different from Air Canada's baggage policy.

For specific terms and conditions of Air Canada [codeshare and interline partners](#) carry-on rules, visit the carrier's website.

Want to redeem Aeroplan Miles for other parts of your trip?

- [Hotel Rewards](#)
- [Car Rental Rewards](#)

Important Information & Conditions

This is your E-ticket itinerary/receipt. Keep this document for your travel. Your flight coupons are stored in our reservation system. The Conditions of Contract and other legal notices are provided with this itinerary/receipt.

Before You Go: A 'To-Do' List

The Government of Canada has introduced a **new entry requirement** for those travelling to or through Canada who are not Canadian or American Citizens, or permanent residents of Canada. You may require an Electronic Travel Authorization (eTA). For more information, consult <http://canada.ca/eta> to determine if this requirement applies to you.

All passengers are advised to view the [Travel Documentation](#) and [US Secure Flight Program](#) for important information on documents and identification required for travel.

Manulife Travel Insurance for Aeroplan Members

Manulife is one of the leading providers of travel insurance in Canada. You can help protect yourself with emergency medical insurance with 24/7 Assistance and much more. Visit aeroplan.com/manulife or please call 1-844-891-1554 and get a free quote.

Air Canada - Comments, Compliments and Complaints

Would you like to comment on a past travel experience? Your comments, compliments and complaints will help us improve the service we offer. Send us an e-mail (aircanada.com/customerrelations) or write to us at: Air Canada - Customer Relations, PO Box 64239, RPO Thorncliffe, Calgary, AB, Canada T2K 6J7.

Schedules and Timetables

Time and aircraft type shown in timetables or elsewhere are approximate and not guaranteed, and form no part of the contract. Schedules are subject to change without notice and carrier assumes no responsibility for passenger making connections not included as part of the itinerary set out in the ticket. Carrier is not responsible for changes, errors or omissions either in timetables or other representations of schedules.

Check-in and Boarding Gate Deadlines

You can check in for your flight at any time within 24 hours of departure when you use our convenient Web check-in or Mobile check-in options, or within 12 hours at one of our self-service check-in kiosks located in most of the airports Air Canada serves.

You must obtain your boarding pass and check in any baggage by the check-in deadline shown below.

Additionally, you must also be available for boarding at the boarding gate by the boarding gate deadline shown below. Failure to respect check-in and boarding gate deadlines may result in the reassignment of any pre-reserved seats, the cancellation of reservations, and/or ineligibility for denied boarding compensation.

Itinerary	When you should check-in	Check-in/baggage drop-off ends	Boarding gate Closes
Within Canada	90 minutes	45 minutes †	15 minutes
To/From the U.S.	120 minutes	60 minutes	15 minutes
International	120 minutes	60 minutes	15 minutes
From Algiers, Algeria; Casablanca, Morocco; Tel Aviv, Israel	180 minutes	60 minutes	30 minutes

† Exception: 20 minutes for flights departing from Toronto City Airport (YTZ).

Note: For baggage information and recommended check-in times for airlines other than Air Canada, contact the partner airline directly.

NOTICE - SOLD SUBJECT TO CARRIER'S TARIFF

CONDITIONS OF CONTRACT AND OTHER IMPORTANT NOTICES

PASSENGERS ON A JOURNEY INVOLVING AN ULTIMATE DESTINATION OR A STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE ARE ADVISED THAT INTERNATIONAL TREATIES KNOWN AS THE MONTREAL CONVENTION, OR ITS PREDECESSOR, THE WARSAW CONVENTION, INCLUDING ITS AMENDMENTS (THE WARSAW CONVENTION SYSTEM), MAY APPLY TO THE ENTIRE JOURNEY, INCLUDING ANY PORTION THEREOF WITHIN A COUNTRY. FOR SUCH PASSENGERS, THE APPLICABLE TREATY, INCLUDING SPECIAL CONTRACTS OF CARRIAGE EMBODIED IN ANY APPLICABLE TARIFFS, GOVERNS AND MAY LIMIT THE LIABILITY OF THE CARRIER.

NOTICE of Liability Limitations

The Montreal Convention or the Warsaw Convention system may be applicable to your journey and these Conventions govern and may limit the liability of air carriers for death or bodily injury, for loss of or damage to baggage, and for delay.

Where the Montreal Convention applies, the limits of liability are as follows:

1. There are no financial limits in respect of death or bodily injury.
2. In respect of destruction, loss of, or damage or delay to baggage, 1,131 Special Drawing Rights (approximately EUR 1,357; US \$1,663) per passenger in most cases.

3. **For damage occasioned by delay to your journey, 4,694 Special Drawing Rights (approximately EUR 5,655; US \$6,786) per passenger in most cases.**

Where the Warsaw Convention system applies, the following limits of liability may apply:

1. 16,600 Special Drawing Rights (approximately EUR 20,000; US \$20,000) in respect of death or bodily injury if the Hague Protocol to the Convention applies, or 8,300 Special Drawing Rights (approximately EUR 10,000; US \$10,000) if only the Warsaw Convention applies. Many carriers have voluntarily waived these limits in their entirety, and US regulations require that, for journeys to, from or with an agreed stopping place in the US, the limit may not be less than US \$75,000.
2. 17 Special Drawing Rights (approximately EUR 20; US \$20) per kg for loss of or damage or delay to checked baggage, and 332 Special Drawing Rights (approximately EUR 400; US \$400) for unchecked baggage.
3. The carrier may also be liable for damage occasioned by delay.

Where neither the Montreal Convention nor the Warsaw Convention system applies: For travel wholly between points in Canada, the liability limit is \$1,500 CAD per passenger.

Further information may be obtained from the carrier as to the limits applicable to your journey. If your journey involves carriage by different carriers, you should contact each carrier for information on the applicable limits of liability.

Regardless of which Convention applies to your journey, you may benefit from a higher limit of liability for loss of, damage or delay to baggage by making at check-in a special declaration of the value of your baggage and paying any supplementary fee that may apply. Alternatively, if the value of your baggage exceeds the applicable limit of liability, you should fully insure it before you travel.

Time limit for action: Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived. Baggage claims: Written notice to the carrier must be made within 7 days of the receipt of checked baggage in the case of damage, and, in the case of delay, within 21 days from the date on which it was placed at the disposal of the passenger.

Notice of Contract Terms Incorporated by Reference

1. Your contract of carriage with the carrier that provides you with carriage by air, whether international, domestic or a domestic portion of an international journey is subject to this notice; to any notice or receipt of the carrier; and to the carrier's individual terms and conditions (Conditions), related rules, regulations and policies (Regulations) and any applicable tariffs.
2. If your carriage is by more than one carrier, different Conditions, Regulations and any applicable tariffs may apply for each carrier.
3. The Conditions, Regulations and any applicable tariffs of each carrier are, by this notice, incorporated by reference into and made part of your contract of carriage.
4. The Conditions may include, but are not restricted to:
 - Conditions and limits on the carrier's liability for the bodily injury or death of passengers.
 - Conditions and limits on the carrier's liability for the loss of, damage to or delay of goods and baggage, including fragile or perishable goods.
 - Rules for declaring a higher value for baggage and for paying any supplementary fee that may apply.
 - Application of the carrier's Conditions and limits of liability to the acts of the carrier's agents, servants and representatives, including any person providing either equipment or services to the carrier.
 - Claims restrictions, including time limits by which passengers must file claims or bring actions against the carrier.
 - Rules about reconfirmations or reservations; check in times; the use, duration and validity of air transportation services; and the carrier's right to refuse carriage.
 - Rights of the carrier and limits on the carrier's liability for delay or failure to perform a service, including schedule changes, substitution of alternative carriers or aircraft and re-routing, and, when required by applicable law, the obligation of the carrier to notify passengers of the identity of the operating carrier or substituted aircraft.
 - Rights of the carrier to refuse carriage to passengers who fail to comply with applicable laws or who fail to present all necessary travel documents.
5. You can obtain more information about your contract of carriage, and find out how to request a copy, at places where transportation on the carrier is sold. Many carriers also have this information on their websites. When required by applicable law, you have the right to inspect the full text of your contract of carriage at the carrier's airport and sales offices, and upon request, to receive a copy by mail or other delivery service from each carrier free of charge.

6. If a carrier sells air transportation services or checks baggage specifying carriage with another carrier, it does so only as agent for the other carrier.

GOVERNMENTS MAY REQUIRE YOUR CARRIER TO PROVIDE INFORMATION ON OR PERMIT ACCESS TO PASSENGER DATA.

OVERBOOKING NOTICE

Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for a payment of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions, persons denied boarding involuntarily are entitled to compensation. The complete rules for the payment of compensation and boarding priorities are available at airport ticket counters and boarding locations.

**Thanks again for letting Aeroplan reward you.
Enjoy your trip!**

INVOICE

From **Dr Penny J D Ballem Inc**
s.22

Invoice ID **BC MOH**
Issue Date **26/01/2018**
Due Date **25/02/2018 (Net 30)**
Subject **Contract # 2018-097 - Consulting Services St Paul's Hospital Sept 27 2017-January 31 2018**

Invoice For **British Columbia Ministry of Health**

Item Type	Description	Quantity	Unit Price	Amount
Service	St Pauls Hospital Redevelopment - 27/09/2017 - Meeting onsite or by teleconference / Penny Ballem: call and meeting with Dianne Doyle	3.50	\$250.00	\$875.00
Service	St Pauls Hospital Redevelopment - 01/10/2017 - Meeting onsite or by teleconference / Penny Ballem: review of documentation	6.00	\$250.00	\$1,500.00
Service	St Pauls Hospital Redevelopment - 03/10/2017 - Meeting onsite or by teleconference / Penny Ballem: meeting with Eric Harris	2.50	\$250.00	\$625.00
Service	St Pauls Hospital Redevelopment - 04/10/2017 - Meeting onsite or by teleconference / Penny Ballem: meeting with Jeff Pike	1.50	\$250.00	\$375.00
Service	St Pauls Hospital Redevelopment - 04/10/2017 - Meeting onsite or by teleconference / Penny Ballem: Meeting with Nardia Strydom	1.50	\$250.00	\$375.00
Service	St Pauls Hospital Redevelopment - 04/10/2017 - Meeting onsite or by teleconference / Penny Ballem: Meeting with Mary Ackenhusen, Laura Case, Kip Woodward	1.50	\$250.00	\$375.00
Service	St Pauls Hospital Redevelopment - 10/10/2017 - Meeting onsite or by teleconference / Penny Ballem: Meet with PL, DD, MS, WH, JP	2.00	\$250.00	\$500.00
Service	St Pauls Hospital Redevelopment - 10/10/2017 - Meeting onsite or by teleconference / Penny Ballem: CALL WITH DM	1.00	\$250.00	\$250.00
Service	St Pauls Hospital Redevelopment - 16/10/2017 - Meeting onsite or by teleconference / Penny Ballem	2.00	\$250.00	\$500.00
Service	St Pauls Hospital Redevelopment - 18/10/2017 - Meeting onsite or by teleconference / Penny Ballem: 12-20H - MEETINGS WITH STAFF AND CITY PLANNERS	5.00	\$250.00	\$1,250.00

Service	St Pauls Hospital Redevelopment - 19/10/2017 - Meeting onsite or by teleconference / Penny Ballem: jeff Pike and other calls	2.00	\$250.00	\$500.00
Service	St Pauls Hospital Redevelopment - 25/10/2017 - Meeting onsite or by teleconference / Penny Ballem: Deputy Minister Brown and ADM Stephenson	1.00	\$250.00	\$250.00
Service	St Pauls Hospital Redevelopment - 31/10/2017 - Meeting onsite or by teleconference / Penny Ballem: chair of Board of Providence	0.50	\$250.00	\$125.00
Service	St Pauls Hospital Redevelopment - 01/11/2017 - Meeting onsite or by teleconference / Penny Ballem: MEETING WITH THE CITY PLANNERS	2.00	\$250.00	\$500.00
Service	St Pauls Hospital Redevelopment - 02/11/2017 - Meeting onsite or by teleconference / Penny Ballem: meeting with Jeff Pike	1.00	\$250.00	\$250.00
Service	St Pauls Hospital Redevelopment - 03/11/2017 - Meeting onsite or by teleconference / Penny Ballem: trip to Victoria	6.00	\$250.00	\$1,500.00
Service	St Pauls Hospital Redevelopment - 14/11/2017 - Meeting onsite or by teleconference / Penny Ballem: meeting with Ian Gillespie	2.50	\$250.00	\$625.00
Service	St Pauls Hospital Redevelopment - 15/11/2017 - Meeting onsite or by teleconference / Penny Ballem: call with Paul Mann	1.00	\$250.00	\$250.00
Service	St Pauls Hospital Redevelopment - 20/11/2017 - Analysis and planning / Penny Ballem: clinical services plan	1.00	\$250.00	\$250.00
Service	St Pauls Hospital Redevelopment - 21/11/2017 - Analysis and planning / Penny Ballem: clinical services plan	3.00	\$250.00	\$750.00
Service	St Pauls Hospital Redevelopment - 22/11/2017 - Meeting onsite or by teleconference / Penny Ballem: Dr Don Sin	1.00	\$250.00	\$250.00
Service	St Pauls Hospital Redevelopment - 23/11/2017 - Analysis and planning / Penny Ballem: review of clinical plan and other documents	4.00	\$250.00	\$1,000.00
Service	St Pauls Hospital Redevelopment - 24/11/2017 - meeting on site and analysis and planning / Penny Ballem: meeting with Pike, Stewart, Strydom	3.00	\$250.00	\$750.00
Service	St Pauls Hospital Redevelopment - 03/12/2017 - Meeting onsite or by teleconference / Penny Ballem: Andrew Petter and Joy Johnson - SFU discussion re research	1.50	\$250.00	\$375.00

Service	St Pauls Hospital Redevelopment - 04/12/2017 - Meeting onsite or by teleconference / Penny Ballem: Mary Ackenhusen re research agenda	1.00	\$250.00	\$250.00
Service	St Pauls Hospital Redevelopment - 04/12/2017 - Meeting onsite or by teleconference / Penny Ballem: meeting with Bruno Wall	1.50	\$250.00	\$375.00
Service	St Pauls Hospital Redevelopment - 05/12/2017 - Meeting onsite or by teleconference / Penny Ballem: meeting with Helen Burt and various Research Leaders SPH	6.00	\$250.00	\$1,500.00
Service	St Pauls Hospital Redevelopment - 10/12/2017 - Analysis and planning / Penny Ballem	1.00	\$250.00	\$250.00
Service	St Pauls Hospital Redevelopment - 11/12/2017 - meeting on site and analysis and planning / Penny Ballem: MEETING WITH DEAN of Medicine meeting with associate dean of research UBC	3.00	\$250.00	\$750.00
Service	St Pauls Hospital Redevelopment - 13/12/2017 - meeting on site and analysis and planning / Penny Ballem: meeting with Nardia Strydom	1.50	\$250.00	\$375.00
Service	St Pauls Hospital Redevelopment - 18/12/2017 - Analysis and planning / Penny Ballem: preparation for meeting with Minister Dix	2.00	\$250.00	\$500.00
Service	St Pauls Hospital Redevelopment - 19/12/2017 - meeting on site and analysis and planning / Penny Ballem: on site to Victoria	5.00	\$250.00	\$1,250.00
Service	St Pauls Hospital Redevelopment - 15/01/2018 - Meeting onsite or by teleconference / Penny Ballem: call with DM	0.50	\$250.00	\$125.00
Service	St Pauls Hospital Redevelopment - 16/01/2018 - Meeting onsite or by teleconference / Penny Ballem: call with Chair and staff of Providence and call with MOH ADM	2.00	\$250.00	\$500.00
Service	St Pauls Hospital Redevelopment - 17/01/2018 - Report Writing / Penny Ballem: development and completion of BN for Minister's meeting with Finance Minister	3.50	\$250.00	\$875.00
Service	St Pauls Hospital Redevelopment - 17/01/2018 - meeting on site and analysis and planning / Penny Ballem: meeting with E and Y re their previous work on SPH	2.00	\$250.00	\$500.00
			Amount Due	\$21,250.00

Stearn, Anne HLTH:EX

From: Brown, Stephen R HLTH:EX
Sent: Friday, January 26, 2018 10:50 AM
To: s.22
Subject: Re: CONFIDENTIAL Briefing Note for Minister Dix

Thks

Sent from my iPhone

On Jan 26, 2018, at 8:43 AM, s.22 wrote:

Hi Stephen -- I will do up an invoice and give you status of contract pb

Penny Ballem MD FRCP FCAHS
Mobile s.22

On Thu, Jan 25, 2018 at 7:06 PM -0800, "Brown, Stephen R HLTH:EX" <Stephen.Brown@gov.bc.ca> wrote:

Hi Penny
Will give you a call Monday after I have checked out what further work might be required. Regards
Steve

s.22
From:
Sent: Wednesday, January 24, 2018 2:02 PM
To: Brown, Stephen R HLTH:EX
Cc: s.22
Subject: Re: CONFIDENTIAL Briefing Note for Minister Dix

Hi Stephen - i was hoping we could touch base and catch up on the Minister's meeting last week - my contract expires at the end of January so i want to make sure i understand the expectations of continued work, feedback to St pauls, etc - I am in touch with Eric and unless you have heard differently, they are anxiously waiting to understand the government's position re Burrard. Thanks so much. pb

Penny Ballem MD FRCP FCAHS
s.22
Mobile s.22

From: "Singh, Jasmyn HLTH:EX" <Jasmyn.Singh@gov.bc.ca>
To: "Dr Penny Ballem" s.22
Cc: "Brown, Stephen R HLTH:EX" <Stephen.Brown@gov.bc.ca>
Sent: Wednesday, January 17, 2018 8:08:25 PM
Subject: RE: CONFIDENTIAL Briefing Note for Minister Dix

Thanks Penny

Best

Jsz

From: Penny Ballem s.22
Sent: Wednesday, January 17, 2018 5:03 PM
To: Singh, Jasmyn HLTH:EX
Cc: s.22, Brown, Stephen R HLTH:EX
Subject: CONFIDENTIAL Briefing Note for Minister Dix

Dear Jasmyn – attached is the final BN for Minister Dix’s meeting tomorrow. Thanks for your feedback. Please don’t hesitate to call or have the Minister feel free to call me if there are any questions. pb

Penny Ballem MD FRCP FCAHS
Mobile s.22

Page 112 to/à Page 115

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s.13

Page 116

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s.22;s.13

Page 117 to/à Page 118

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