

INFORMATION TECHNOLOGY & MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: 2019-074 _____
Requisition No.: _____
Solicitation No. (if applicable): RFPHL266 _____
Commodity Code: _____

Contractor Information

Supplier Name: CGI Information Systems and
Management Consultants Inc. _____
Supplier No.: _____
Telephone No.: 250-383-3934 _____
E-mail Address: cory.fry@cgi.com _____
Website: www.cgi.com _____

Financial Information

Client: 026 _____
Responsibility Centre: 66136 _____
Service Line: 44005 _____
STOB: 6309 _____
Project: 6600000 _____

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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 1st day of October, 2018.

BETWEEN:

CGI Information Systems and Management Consulting Inc. (the Contractor) with the following specified address:

6th Floor, 1175 Douglas Street
Victoria, BC V8W 2E1
Fax# 250-388-5018
Email: cory.fry@cgi.com

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:

Ministry of Health
Health Services Information, Analysis and Reporting Division
7th Floor – 1515 Blanshard Street
PO Box 9654, Stn Prov Govt
Victoria BC V8W 9P4
Fax#: 250-952-2002
Email: Shirley.Wong@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).

Right of Province to negotiate license of Produced Material

- 6.5 After the end of the Term, the Province in its sole discretion, may negotiate with the Contractor to provide the Contractor a license (which may be exclusive or non-exclusive) for the Contractor to use, reproduce, modify or distribute some or all of the Produced Material.

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Monetary limitations of indemnity

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

Exceptions to monetary limitations

- 9.3 The limitations set out in section 9.2 do not apply to a Loss resulting from or relating to any of the following:
- (a) bodily injury or damage to real property or tangible personal property;
 - (b) third-party intellectual property rights; or
 - (c) a breach of section 5.1, 5.2, 5.3 or 6.1 of this Agreement.

Province to notify Contractor of Loss

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

Third-party intellectual property infringement claims

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

Insurance

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

Workers compensation

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

Personal optional protection

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

Evidence of coverage

- 9.9 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.7 and 9.8.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight 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 arbitration or mediation

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

13 MISCELLANEOUS

Delivery of notices

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

Change of address or fax number

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

Assignment

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

Subcontracting

- 13.4. The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

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

Entire agreement

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

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.5, 7.1, 7.2, 8.1, 9.1 to 9.6, 9.9, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

13.16 Conflicts among provisions of this Agreement will be resolved as follows:

- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
- (b) a provision in a schedule will prevail over any conflicting provision in a document attached to, or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

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

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

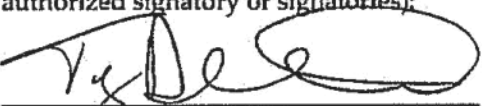
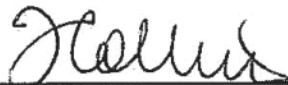
14.1 In this Agreement:

- (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 <u>27</u> day of <u>SEPTEMBER, 2018</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>TONY DELLAUIOLA</u> _____ Print Name(s)</p> <p><u>VICE PRESIDENT, BC REGION.</u> _____ Print Title(s)</p>	<p>SIGNED on the <u>27</u> day of <u>September</u>, 20<u>18</u> on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p><u>Teri Collins</u> _____ Print Name</p> <p><u>Assistant Deputy Minister</u> _____ Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on October 1, 2018 and ends on March 31, 2021.
2. The Province may, in its sole discretion, renew the term of this Agreement for up to two (2) additional one-year-periods, unless terminated sooner in accordance with the terms and conditions of this Agreement. The terms and conditions during any renewal period will be on the same as set out in this Agreement, except as otherwise agreed to by the Province. The Parties acknowledge and agree that the maximum amount set out in section 1 of Schedule B (Fees and Expenses) may be adjusted for any renewal period. .

PART 2.

SERVICES:

2.1 Background:

The Ministry of Health (the “Ministry”), working together with provincial health authorities (the “Health Authorities”), and the BC Strategic Patient Oriented Research (SPOR) Support unit and PopData BC (the “Academic Researchers”), is leading a project team for the Health Data Platform (HDP), which will create a health data sharing environment for the Ministry, Health Authorities, and Academic Researchers. This initiative will enable cross-organizational data linkages to support research, quality improvement, performance measurement, evaluation and public health surveillance. Initiating the implementation of this initiative will require technical components, including the Secure Technology for Analytics and Research Services (“STARS”) development project – one of six projects within the HDP initiative.

The STARS development project involves the build and implementation of a program for a distributed health data environment, which has been recognized as critical to health system transformation. The intent is to have an initial release of STARS implemented by April 2019, with subsequent releases over the following two years, based on priorities set by the Ministry and its partners.

A key component of the STARS objective involves a federation of data providers such as the Health Authorities, Ministry, and potentially, electronic medical records from physician’s offices. Rather than storing all data in a single environment, STARS will enable a virtual connection between secure data storage environments, allowing relevant data to be extracted from a source and assembled centrally at the time the data is needed, then made available for analysis in a secure environment.

The Ministry wished to retain contracted services to support the STARS development project which will create and implement the technology infrastructure to enable the HDP vision by meeting the overall project objective to provide an environment, tools and services to support health sector analysis and research. Consequently, on May 11, 2018, the Ministry of Health issued a Request for Proposals (RFP) seeking a contractor to provide IT related services to:

- (i) assist the Ministry with further refining its business and technology needs, identifying options, constraints, challenges, and recommendations for the STARS project through needs assessment and discovery related activities (the “Discovery Activities”); and
- (ii) develop and operate the STARS environment in accordance with the Ministry’s decisions arising from the Discovery Activities (the “Development Services”).

The Contractor was selected pursuant to the RFP process to provide the Discovery Activities and the Development Services in accordance with the terms and conditions of this Agreement.

2.2 Service Details

(A) The Contractor will perform the Discovery Activities and Development Services (collectively, the "Services"), which includes without limitation the "Service Deliverables in Scope" as described in section 3.3.1 of the RFP, and:

- i. Project Management, Business Analysis, Systems Operations Capability, Training and Education, Managed Hosting and Software Licensing as set out in sections 3.3.1 (Services in Scope) of the RFP.
- ii. Information Systems Development as described in section 3.3.1 of the RFP, as well as the following in-scope services:
 - Developing and documenting the Solution Architecture (including technical, application, data and security architectures);
 - Installing, configuring, testing and deploying the application development toolkit, utilities and other software required to develop, integrate, deploy and manage operations of each release of the STARS application;
 - Certifying the installation of the application development environment;
 - Provisioning the required software testing environment and developing automated testing routines and procedures;
 - Eliciting, documenting and verifying business, functional and non-functional requirements through interactions with stakeholders (e.g. workshops, design reviews, prototyping);
 - Designing application components using industry standard methods and models (e.g. system use cases, system architecture diagrams, system component interaction diagrams);
 - Developing and integrating application components that require custom developments;
 - Configuring and integrating commercially available application components;
 - Conducting and reporting functional, integration, and system testing activities; and
 - Leading and supporting User Acceptance Testing activities.
- iii. Data Analysis and Design – including but not limited to:
 - Developing the logical data model for STARS; and
 - Instantiating and administering the physical data model for STARS on the selected data management software.
- iv. Information Systems Deployment and Support – including but not limited to:
 - Leading and performing the transition from the interim development environment to the future state environment;
 - Developing user documentation and training materials;
 - Developing and delivering training to a defined group, ensuring that they have the skills and documentation required to complete any further training for users; and
 - Providing support in designing, configuring and deploying help desk services, possibly integrating these services with problem management software solutions and associated processes.
- v. Technology Infrastructure Design, Configuration and Provision – including but not limited to:
 - Designing, configuring, testing and deploying the cloud-based technology infrastructure (e.g. operating systems, network management software) selected for STARS, establishing development, test and production environments. Provision of this infrastructure will need to be within Canada, preferably within the province of British Columbia; and
 - Installing, configuring, testing and deploying application related software (e.g. data management system, application development software, code management software, testing software), and certifying the installation.
- vi. Technology Infrastructure Operations and Support:
 - Create and manage user accounts; and
 - Document and maintain a technology infrastructure map.

Additional services within the overarching scope of the project as described in the RFP may be added upon mutual agreement between the Province and the Contractor.

(B) Without limiting the above, the Contractor will also be required to carry out the 'Contractor Responsibilities' as listed in paragraphs 1 through to 13 of section 4.2.1 of the RFP.

(C) Upon entering into this Agreement, the Contractor will begin providing the Discovery Activities services which are described in lines 2 to 9 under the heading of 'Discovery Phase' and 'Requirements Validation' of the table of the RFP Response referenced in Part 3 (Related Documentation), section 1 (b) of this Schedule A. The Contractor must complete the Discovery Activities within 30 Business Days of entering into this Agreement. The Discovery Activities will be performed by the Key Personnel listed in section 1 of PART 4 (Key Personnel) of this Schedule A at the corresponding hourly rates set out in Table 2 of Schedule B (Fees and Expenses).

(D) Provided the Contractor completes the Discovery Activities in accordance with this Agreement, upon completion of the Discovery Activities, the Province and the Contractor will negotiate in good faith to enter into one or more statements of work which shall be governed by the terms of this Agreement for the Contractor's provision of the Development Services. Any such executed statements of work for the Development Services will be called a "Development Services SOW" and will become an appendix to this Schedule A and will form part of this Agreement. If required by the Province, the Contractor will prepare Development Services SOWs, in a format specified by the Province, and submitted to the Province for review and approval. If the Province and Contractor are unable to reach agreement on the terms of a Development Services SOW following the Discovery Activities, then notwithstanding section 1 of PART 1 (TERM) of this Schedule A (Services), (i) the Province may terminate this Agreement in accordance with the termination provisions set out in section 11, or (ii) the Contractor may terminate this Agreement upon giving at least 10 days written notice of termination to the Province. In the event of such termination, the Contractor and Province agree that the payment consequences set out in section 11.5 of this Agreement shall apply in this instance, regardless of which party terminated.

(E) No Development Services work will commence prior to Province written approval of a Development Services SOW pertaining to such work. The Province will be under no obligation to pay for work that the Contractor begins without the Province having given its prior written approval.

(F) Changes to the scope of services, term and fees associated with an approved Discovery Activities SOW or a Development Services SOW must be made by way of a Province approved written amendment to this Agreement or the applicable statement of work, as the case may be.

(G) If and as requested by the Province, the Contractor will provide, at no cost to the Province, high-level (order of magnitude) cost (fees and expenses) and timeline estimates for contemplated Development Services. In cases where the Province requires a formal detailed estimate and the complexity of the preparation of the estimate is such that it would take more than 5 hours for the Contractor to prepare, the services for the development of the estimate will be carried out pursuant to a mutually agreeable executed statement of work under this Agreement (an "Estimate SOW");

(H) Access to Data – Requirements

Without limiting any other privacy and security protection obligations under this Agreement, the Contractor agrees as follows:

- i. If any of the Received Material is data ("Data") then the Contractor can only extract or copy that Data to identified locations of the Province.

- ii. Further to section 5.3 of this Agreement, the Contractor cannot share Data with third parties unless the Contractor receives the prior written approval of the Province.
- iii. If any of the Data is "Sensitive Information" as defined in Schedule G, and Appendix G6 if applicable, then the Contractor cannot forward that Sensitive Information to non-government email accounts and the Data must remain on gov.bc.ca email accounts unless the Contractor receives the prior written approval of the Province.

(I) Commercial Software Products ("COTS Software") and Third Party Intellectual Property

- i. The Contractor and Province acknowledge and agree that Third Party Intellectual Property (as defined below) does not constitute Received Material or Produced Material pursuant to section 6.3 of this Agreement.
- ii. The Contractor and Province agree that section 4.1 (a) to (e) (Contract Terms and Conditions) of the RFP will apply with respect to the licensing of any COTS Software under this Agreement. Furthermore, and without limiting the generality of section 4.1 (a) to (e) of the RFP, the Contractor and the Province agree that the Contractor will not incorporate, embed or otherwise include any Third Party Intellectual Property (including any open source software) in the STARS system, any Province intellectual property (including any modification thereto), or any deliverable provided under this Agreement, unless:
 - the Contractor has licensed such Third Party Intellectual Property from the Third Party Licensor thereof on terms that permit the Contractor to grant to the Province, by way of sublicense, the right to use that Third Party Intellectual Property as required regarding the applicable deliverable and the Contractor has provided the Province with such proof as the Province may require to confirm the Contractor's right to do so; and
 - the Contractor has obtained for the Province a license to use such Third Party Intellectual Property on terms and conditions acceptable to the Province, in its discretion, and such license has been assigned or is assignable to the Province with the consent of the Third Party Licensors of such Third Party Intellectual Property or has been entered into by the Province and that Third Party Licensor.

If the Contractor incorporates, embeds or otherwise includes any Third Party Intellectual Property in any Province related system, which includes without limitation, any Province intellectual property or any deliverable, other than in compliance with this section, then in addition to any other rights and remedies the Province may have against the Contractor, the Contractor will at its sole expense, take all necessary steps to comply with this section, or if the Contractor is unable to do so, to remove such Third Party Intellectual Property and replace it with Contractor owned intellectual property that provides the same functionality and performance as such Third Party Intellectual Property and which will operate within the STARS system involving the Health Data Platform without any degradation thereof or adverse effect thereon, and which will be subject to any Province required acceptance testing, and upon acceptance by the Province, will be included in the Contractor Incorporated Material for the purposes of the license.

iii. For the purposes of 2.2 (I)(ii) above:

- "Third Party Intellectual Property" means all Intellectual Property owned by a person other than the Province, the Contractor or a Contractor affiliate, including all intellectual property rights therein; and

- "Third Party Licensor" means the licensor of any Third Party Intellectual Property, including third party software.

2.3 OUTPUTS

- (A) In addition to providing the Services as described above, the Contractor must provide:
- the Service Deliverables in Scope as described in section 3.3.2 of the RFP;
 - All equipment needed to perform the Services;
 - A working Release 1 solution as mutually defined and approved by the Province and the Contractor by March 31, 2019;
 - Stand up of the information technology environment required for STARS Release 1 within 10 Business Days after mutual approval of the specifications of the environment; and
 - Knowledge transfer for the operation Release 1 solution from the Contractor to Province designated personnel in such manner as the Province may require.
- (B) The privacy course to be completed by Contractors prior to providing these services, as required in Schedule E section 6 (Privacy Training) of this Agreement, may be accessed using this link:
<http://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management/technology/privacy/training>

2.4 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:

- Maximize the value of the Ministry's administrative data and other health sector data to improve health services and outcomes for the citizens of BC

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

2.5 Reporting requirements

- (A) The Contractor must be available on a bi-weekly basis, or as required, to review with the Province the status of the Services, including deliverables, as described in this Agreement and any applicable Statement of Work.
- (B) Such other reporting requirements as may be required under this Agreement or an applicable Statement of Work.

2.6 Province activities

- (A) The Province will:
- Provide clarification on all relevant issues to the extent reasonable and necessary to enable the Contractor to perform the Services under this Agreement; and
 - Review, comment and sign off on all deliverables, if acceptable, as per the agreed schedule set out in the applicable statement of work.
- (B) The Province may provide Contractor with access to de-identified information in association with the fulfillment of this Agreement. Any information provided to the Contractor under this Agreement will be carried out in accordance with privacy and security requirements under this Agreement, including without limitation,

Schedule E (Privacy Protection Schedule) and Schedule G (Security Schedule) exchanged using the government approved methods and protocols (such as document protection using passwords and/or encryption that meets government standards)

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. The following documentation is hereby incorporated by reference into this Schedule A:

- a) Appendix 1 - RFP HL266 Secure Technology for Analytics and Research Services – The Request for Proposal document issued by the Ministry of Health for a vendor to develop the STARS system. All pages to be incorporated. (the "RFP")
- b) Appendix 2 – Project Work Plan of the CGI Response to the RFP (the "RFP Response"), which outlines the proposed services and corresponding timelines, which shall be updated as mutually agreed, but subject to the overarching timelines for the STARS project as set out in this Agreement:

PART 4 KEY PERSONNEL:

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

- (a) Amanda Scarbro - Project Manager
- (b) Andy French – Senior Business Analyst
- (c) Diane Gutiw – Solution Architect
- (d) Ed Ord – Technical Architect

Appendix A –1



Microsoft Word
Macro-Enabled Document

Appendix A -2 Project Work Plan

ID	Task Name	Duration	Start	Finish
1	Service Technology for Analytics, Research Services	276.05 days	Wed 18-08-01	Thu 19-06-11
2	Discovery Phase	25.05 days	Wed 18-08-01	Wed 18-09-05
3	Project Charter	3 days	Wed 18-08-01	Fri 18-08-03
4	Project Kick Off	0.05 days	Mon 18-08-06	Mon 18-08-06
5	Requirements Validation	22 days	Mon 18-08-06	Wed 18-09-05
6	Requirements Workshop	1 day	Mon 18-08-06	Tue 18-08-07
7	Requirements Documentation	10 days	Tue 18-08-07	Tue 18-08-21
8	Validate Requirements and Use Cases	1 day	Tue 18-08-21	Wed 18-08-22
9	Develop Traceability Matrix	10 days	Wed 18-08-22	Wed 18-09-05
10	Validate Conceptual Architecture	26 days	Wed 18-08-22	Thu 18-09-27
11	Map Requirements to Conceptual Architecture	10 days	Wed 18-08-22	Wed 18-09-05
12	Identify gaps and updates	5 days	Wed 18-09-05	Wed 18-09-12
13	Conceptual Architecture Validation Session	1 day	Wed 18-09-12	Thu 18-09-13
14	Update Conceptual Architecture	10 days	Thu 18-09-13	Thu 18-09-27
15	Develop Technical Design Specifications	10 days	Thu 18-09-13	Thu 18-09-27
16	Solution Development	100 days	Thu 18-09-27	Thu 19-02-14
17	Stand Up and Configure Cloud Infrastructure	10 days	Thu 18-09-27	Thu 18-10-11
18	Create Security Module	5 days	Thu 18-10-11	Thu 18-10-18
19	Link Security with Active Directory	5 days	Thu 18-10-18	Thu 18-10-25
20	Integrate OpenSource and Existing Apps	10 days	Thu 18-10-11	Thu 18-10-25
21	Metadata: Extend Drupal Solution	50 days	Thu 18-10-11	Thu 18-11-22
22	Integration: Configure SaaS ETL	10 days	Thu 18-10-25	Thu 18-11-08
23	Workspace: Config w/ MS Solutions	30 days	Thu 18-10-25	Thu 18-11-08
24	Implement Hadoop for Datastore	30 days	Thu 18-11-22	Thu 19-01-04
25	Configure Technology Microservices	30 days	Thu 18-11-22	Thu 19-01-04
26	Configure Query Orchestration Service	30 days	Thu 18-12-04	Thu 19-01-17
27	Develop Export Function	30 days	Thu 18-12-04	Thu 19-01-17
28	Develop Interfaces	60 days	Thu 18-10-11	Thu 19-02-14
29	Develop single window of access to solution	20 days	Thu 18-10-11	Thu 18-11-22
30	Policy, Security and Integration Manager	20 days	Thu 18-11-22	Thu 19-01-04
31	Develop Metadata query interface	20 days	Thu 19-01-04	Thu 19-02-14
32	QA Test	190 days	Thu 18-09-27	Thu 19-04-25
33	Develop test Cases	20 days	Thu 18-09-27	Thu 18-10-25
34	Deliverable Reviews	10 days	Thu 18-09-27	Thu 18-10-11
35	Code Reviews	10 days	Thu 19-02-14	Thu 19-02-28
36	Functional Test	20 days	Thu 19-02-14	Thu 19-03-14
37	Integration Test	20 days	Thu 19-02-14	Thu 19-03-14
38	Refine Code and resolve defects	10 days	Thu 19-03-14	Thu 19-03-28
39	User Acceptance Test	10 days	Thu 19-03-28	Thu 19-04-11
40	Refine Code and resolve defects	10 days	Thu 19-04-11	Thu 19-04-25
41	Training	15 days	Thu 19-04-25	Thu 19-05-16
42	State Coordinator Training	5 days	Thu 19-04-25	Thu 19-05-02
43	System Administrator Training	5 days	Thu 19-05-02	Thu 19-05-09
44	Research Analyst Training	5 days	Thu 19-05-09	Thu 19-05-16
45	Production Implementation	15 days	Thu 19-05-16	Thu 19-06-06
46	Knowledge Transfer to Vendor	5 days	Thu 19-06-06	Thu 19-06-13

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$2,700,000.00 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:

Monthly Rate

Fees: at a rate of \$3508 per month for those months during the Term when the Contractor provides the following goods in relation to the Contractor's provision of the technology infrastructure. These fees will begin to apply once the technology infrastructure is stood up, operational, and Province approved. The fees set out in Table 1 below do not include the hourly rate fees set out in Tables 2 and 3 below, which may apply over and above those set out in Table 1, as detailed in an applicable statement of work.

TABLE 1

Function	Item	Monthly Cost
Development Environment Tools		
DEV Server, Source Code Mgmt, Automated build, Web Server, Deployment Automation	1 Development Server – configured with 30 GB of RAM, 2 TB disk space, 4 CPU, GitHub, Jenkins, Apache Tomcat HTTP Server PuppetServer	\$829
TEST Server, Source Code Mgmt, Automated build, Web Server, Deployment Automation, Automated testing	1 Test Server – configured with 30 GB of RAM, 2 TB disk space, 4 CPU, GitHub, Jenkins, Apache Tomcat HTTP Server PuppetServer, Selenium Test Software	\$829
UAT Server, Source Code Mgmt, Automated build, Web Server, Deployment Automation, Automated testing	1 UAT Server – configured with 30 GB of RAM, 2 TB disk space, 4 CPU, GitHub, Jenkins, Apache Tomcat HTTP Server PuppetServer, Selenium Test Software	\$829
Ticketing	JIRA	\$167
Test Case Mgmt.	Zephyr (JIRA plug-in)	\$102
Knowledge Mgmt.	Confluence	\$118
Document Mgmt.	Ministry SharePoint	\$0
Design	Gliffy Diagrams (Confluence add-on)	\$90
Build Repository	Aritfactory	\$477
VPN	VPN Gateway	\$38
IP	IP Addresses	\$27
DNS	Azure DNS	\$2
Development Tools Total		\$3,508

Hourly Rate for Statements of Work

Fees: each Consultant for a defined key role may be charged at the rates set out in the table below for those hours during the Term when the Contractor provides the Services, to the total amount defined in an applicable statement of work.

TABLE 2

Role	Full Name	Hourly Fee Rate		
		Year 1	Year 2	Year 3
Project Manager	Amanda Scarbro	\$145	\$145	\$145
Backup Project Manager	Karen Kuhn	\$155	\$155	\$155
Senior Business Analyst	Andy French	\$150	\$150	\$150
Backup Senior Business Analyst	David Bigsby	\$130	\$130	\$130
Solution Architect	Diane Gutiw	\$165	\$165	\$165
Backup Solution Architect	Fedor Podoprighora	\$152	\$152	\$152
Technical Architect	Ed Ord	\$165	\$165	\$165
Backup Technical Architect	Amanda Gray	\$155	\$155	\$155
Junior Business Analyst	Rachel Fellner	\$75	\$75	\$75
Intermediate Solution Architect	Gus Leal	\$115	\$115	\$115

Each Consultant contracted to perform other roles may be charged at the rates set out in the table below for those hours during the Term when the Contractor provides the Services, to the total amount defined in a Statement of Work.

TABLE 3

Role	Competency Level - Intermediate			Competency Level - Senior		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Security Architect	\$153	\$153	\$153	\$171	\$171	\$171
Database Administrator	\$110	\$110	\$110	\$135	\$135	\$135
Development Team Lead	\$110	\$110	\$110	\$115	\$115	\$115
Designer/Developer(s)	\$95	\$95	\$95	\$110	\$110	\$110
Test/QA Lead	\$85	\$85	\$85	\$100	\$100	\$100
Tester(s)	\$75	\$75	\$75	\$80	\$80	\$80
Business Analyst(s)	\$100	\$100	\$100	\$115	\$115	\$115

3. EXPENSES:

Expenses: Subject to the restrictions set out in section 3.3.5.2 (Travel) of the RFP:

- (a) travel, accommodation and meal expenses for travel greater than 32 kilometers away from Victoria, BC that has been approved by the Province as required. Re-imbursement will be on the same basis as the Province pays its Group II employees when they are on travel status; and

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

Travel by the Contractor's resources to attend workshops or other meetings in Victoria will be the responsibility of the Contractor.

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 for which the Contractor claims fees and a description of the applicable fee rates;
- (d) the Contractor's calculation of the monthly rate;
- (e) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (f) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (g) a description of this Agreement;
- (h) a statement number for identification; and
- (i) 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)

The following subcontractors have been approved to perform work related to this Agreement. Any changes provided by the Contractor will require the prior written approval of the Province. The written approval can be in the form of an email:

1. Elevate Consulting Inc.
302, 31 Bastion Square
Victoria, BC
V8W 1J1
2. Ascentech Solutions Inc.
Suite 105 – 1302 7th Avenue
Prince George, BC
V2L 4Y2

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligation or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause; and
 - (b) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate, calculated as follows:
 - (i) not less than \$1,000,000, if the "Maximum Amount" set out in Schedule B is less than \$500,000; and
 - (ii) not less than \$2,000,000, if the "Maximum Amount" set out in Schedule B is \$500,000 or greater.
 - c) Network Security and Privacy Breach Liability in an amount not less than five million dollars (\$5,000,000) per occurrence, including coverage for cyber liability, breach of confidential or personal information and the loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss and this insurance must include the Province as additional insured, and be endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide, within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the

requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

- (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. Despite section 1(b) of this Schedule, if in the Province's sole discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 1(b), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,
 - (a) “access” means disclosure by the provision of access;
 - (b) “Act” means the *Freedom of Information and Protection of Privacy Act*;
 - (c) “contact information” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “personal information” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act; and
 - (e) “privacy course” means the Province’s online privacy and information sharing training course.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor’s collection of personal information.

Privacy Training

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

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

Accuracy of personal information

8. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

9. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

10. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
11. When issuing a written direction under section 10, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 12.
12. Within 5 Business Days of correcting or annotating any personal information under section 10, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
13. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

14. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

15. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

16. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

17. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

18. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
19. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

20. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

21. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

22. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

23. The Contractor must in relation to personal information comply with:

- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
- (b) any direction given by the Province under this Schedule.

24. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

25. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

26. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

- 27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
- 28. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
- 29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
- 30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
- 31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
- 32. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

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

Definitions

1. In this Schedule,
 - (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
 - (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
 - (c) "Information" means information
 - (i) in the Material, or
 - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
 - (d) "Record" means a "record" as defined in the *Interpretation Act*;
 - (e) "Sensitive Information" means
 - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
 - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
 - (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
 - (i) the Contractor or a subcontractor if an individual, or
 - (ii) an employee or volunteer of the Contractor or of a subcontractor.

Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligation in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and
 - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Contractor
 - (i) being used by the Contractor to provide the Services, or
 - (ii) that may be used by someone to access Information

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

9. The Contractor must:
 - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
 - (b) comply with the information access control requirements set out in Appendix G3, if attached.

Integrity of Information

10. The Contractor must:
 - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
 - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
 - (a) remained as complete as when it was acquired or accessed by the Contractor; and
 - (b) not been altered in any material respect.

Documentation of changes to processes

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

Notice of security breaches

13. If Contractor becomes aware that:

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
- (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Retention of Records

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

Storage of Records

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

Audit

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
 - (a) any Records in the possession of the Contractor containing Information; or
 - (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

Termination of Agreement

18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

19. In this Schedule, unless otherwise specified:
- (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
- (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the Contractor
- the provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor to determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

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

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

Criminal history check

5. The Contractor must arrange for and retain documented results of a criminal history check on a Services Worker obtained through the Services Worker's local policing agency. Criminal history checks must be repeated as necessary to ensure that at all times the most recent criminal history check on a Services Worker was completed within the previous five years.

SCHEDULE G – Appendix G6 –Sensitive Information

In addition to the information described in section 1(e)(i) of this Schedule, the following information is specified as "Sensitive Information" for the purposes of this Schedule:

- (a) Any information provided to the Contractor for the purpose of this project, including de-identified information.