

Funding to HEABC for Health Match BC April 1, 2017 to March 31 2020

(Copies of invoices available on request)

Fiscal Year	Health Match BC Base Budget¹	ROS²	Rural Physician Marketing³	PRA-BC⁴	Total
2017/18	1,435,000	100,000	350,000	2,900,000	4,785,000
2018/19	2,880,000		350,000	1,989,900	5,219,900
2019/20	3,700,000		350,000	2,290,000	6,340,000

1 Work with stakeholders to ensure alignment with health system needs and to facilitate collaboration of recruitment needs: physicians, nurses and allied health. Contracts 2018-013, 2019-091

2 Administer the Return of Service Program by assisting health authorities with the placement of physicians with ROS obligations in identified communities of need in BC.

3 Provide physician marketing and attend events/conferences to recruit physicians to rural BC. Contracts 2018-025, Mods 1 and 2

4 Provide GPs an alternate pathway to licensure, cohort of up to 32 per year.

Perry, Nancy L HLTH:EX

From: Leonard, Yolaine HLTH:EX
Sent: October 17, 2019 11:14 AM
To: Klotz, Peter HLTH:EX; Hosick, Sean HLTH:EX
Subject: Health Match Agreements
Attachments: Mod 1_HEABC 2019-091 dually signed.pdf; Mod 2_HEABC 2019-091 dually signed.pdf; Health Match.xlsx

Hello,

Here is what I have. There isn't a separate agreement for Care Assistants. It looks like this is the first year for Care Aid Recruitment.

Regards,

Yolaine Leonard, CPA, CGA

Budget Manager

Decision Support – PHLHSD/HHRLRD/ADM CL

Finance and Corporate Services

Ministry of Health

778-698-2056

BETWEEN:

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:
Ministry of Health
Health Human Resources and Labour Relations Division
PO Box 9649 Stn Prov Govt
3rd Flr 1515 Blanshard Street
Victoria BC V8W 9P4
Email: Kevin.Brown@gov.bc.ca

AND:

Health Employers Association of British Columbia (the "Contractor") with the following specified address:
Renfrew Centre
300-2889 East 12th Avenue
Email: Audraf@healthmatchbc.org

BACKGROUND

- A. The parties entered into an agreement dated for reference April 1, 2018, a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The Parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

1. Any reference to "*Clinical Integration, Regulation & Education Division*" is replaced with "*Health Human Resources & Labour Relations Division*"
2. Effective immediately, the Province's address has been replaced and shall now read as indicated above.
3. That Schedule A shall be deleted in its entirety and replaced with the attached Schedule A.
4. That Schedule B shall be deleted in its entirety and replaced with the attached Schedule B.

5. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 9 day of May, 2019 on behalf of the Province by its duly authorized representative:

Signature [Signature]

Print Name [Signature]

SIGNED AND DELIVERED on the 6 day of May, 2019 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature [Signature]

Print Name Michael McMillan

Schedule A – Services

PART 1. TERM:

1. The Term of this Agreement commences on April 1, 2018 and ends on March 31, 2020.

PART 2. SERVICES (Recruitment Services):

Health Match BC (HMBC), a business unit of the Health Employers Association of British Columbia (the "Contractor"), will provide recruitment services on behalf of public health employers and others, as appropriate to supplement the supply of out-of-province health professionals in key occupations where there are shortages provincially, regionally and locally.

SERVICES (Primary Care Strategy):

Health Match BC (HMBC), a business unit of the Health Employers Association of British Columbia (the "Contractor"), will develop and implement a comprehensive approach to recruiting 200 Family Physicians (FPs) and 200 Nurse Practitioners (NPs) over the term of the agreement in addition to, and where applicable aligned with, the recruitment services.

SERVICES (Health Care Assistant Recruitment):

Health Match BC (HMBC), a business unit of the Health Employers Association of British Columbia (the "Contractor"), will develop and implement a comprehensive approach for a provincial marketing and recruitment campaign for Health Care Assistants (HCAs).

SERVICES (Physician Services Secretariat):

The Health Employers Association of British Columbia (HEABC) (the "Contractor") will provide support to the Ministry of Health and the regional and provincial health authorities of BC with regards to physician compensation, agreement negotiations, and contract administration.

Outputs (Recruitment Services)

- A. The Contractor will collaborate with all health authorities, profession-specific local organizations (e.g., Divisions of Family Practice, Medical Staff Societies), professional associations (e.g., Midwives Association of BC), as well as local, provincial and federal governments to ensure HMBC strategies and programs align with health system priorities and recruitment needs.
- B. The Contractor will develop and support recruitment strategies and programs for physician, nurse and allied health professionals, including but not limited to:
 - Maintaining and where necessary improving the online candidate registration and employer portal (www.healthmatchbc.org);
 - Leveraging all forms of online, social and print media resources, including peer to peer networking and virtual job fairs, to support recruitment activities and promote the benefits of living and working in BC to out-of-province health professionals;

- Optimizing recruitment initiatives and resources through coordination of recruitment campaigns with health authorities and other partners;
- Participating in opportunistic and targeted recruitment campaigns to meet existing or emerging health human resource priority professions;
- Developing targeted strategies to reduce the number of Difficult-to-Fill vacancies;
- Pre-assessing the education, qualifications and experience of candidates;
- Providing licensure and immigration assistance to candidates and gaining clearance from Immigration, Refugees and Citizenship Canada for candidates with offers of work;
- Processing BC Provincial Nominee Program applications for permanent resident status for international candidates working on temporary licenses. Supporting eligible candidates to assist with licensure processes and referring eligible candidates to health authority recruiters for follow-up;
- Providing information and referral to candidate's family members on potential career, education, social and cultural opportunities in BC and specific communities;
- As requested, provides reports on relevant data and metrics to the Ministry; and
- Working collaboratively with the Ministry to support emerging recruitment and retention priorities.

C. The Contractor will further engage with the Ministry and Health Authorities, through the provincial health workforce planning process, to identify its role, if any, in targeting shortages for the following priority professions:

Nurse Services	Allied Health Services	Physician Services
Specialty Nurse (RN)	Occupational Therapist	Dermatologist
Licensed Practical Nurse	Health Care Assistant	Family Physician
Nurse Practitioner	Physiotherapist	Psychiatrist
	Paramedic	Geriatrician
	Perfusionist	
	Sonographer	

In addition, the Contractor will:

- Support health authorities in promoting health care careers with Indigenous youth and for residents in rural and remote communities of BC;
- Facilitate communication and networking between health authorities, profession-specific organizations and other health system partners to focus on recruitment and retention strategies, process harmonization and other value-added activities; and
- Provide subject matter expertise to Government Communications and Public Engagement (GCPE) on issues respecting provincial health sector recruitment and retention. The Contractor shall ensure GCPE is aware of all media enquiries directed to the Contractor and receives prior approval before responding.

D. The Contractor will effectively manage identified provincial programs at the request of Ministry, including, but not limited to, the:

Provincial Nominee Program

- The Contractor shall process applications from eligible candidates applying for permanent residency status under the Provincial Nominee Program, following relevant government policy and procedures.

J1 Visa Program

- The Contractor shall provide administrative oversight and application processing services for applications for US J-1 visas to study at the post-graduate level in the United States of America by,
 - Participating on the Federal/Provincial/Territorial Pan-Canadian Statement of Need Committee;
 - Receiving applications, and reviewing documentation for completion before forwarding to Health Canada for finalization;
 - Communicating with Category A, B and C applicants regarding their application, eligibility criteria, special cases/circumstances and related issues;
 - If necessary, engaging with stakeholders (i.e. the University of British Columbia; the College of Physicians and Surgeons of BC) to obtain additional information on special cases/circumstances; and
 - Consulting with the BC Ministry of Health and Health Canada, to seek decision support.

Letters of Confirmation of Need

- The Contractor shall process applications from health authorities for all Internationally Education Health Professionals for Ministry of Health approval. The letters provide assurance to the federal government that a Canadian was not available for a job offered to a non-resident.

Outputs (Primary Care Strategy)

- A. The Contractor will collaborate with all health authorities, profession-specific local organizations (e.g., Divisions of Family Practice, Medical Staff Societies), professional associations (e.g., BC Nurse Practitioner Association), as well as local, provincial and federal governments to ensure HMBC strategies and programs align with health system priorities and recruitment needs.
- B. The Contractor will develop and implement a strategic talent acquisition program built to drive growth, solve provincial challenges, and minimize risk by consistently and effectively sourcing, recruiting and on-boarding up to 200 FP and up to 200 NP candidates over a three year period beginning June 15, 2018. The program will include but not be limited to:
 - Identifying the target market from existing and new candidate pools;
 - Leveraging existing and new candidate sourcing channels such as databases, student outreach, in-person and virtual recruitment and digital marketing;
 - Engaging and supporting health authorities, stakeholders and candidates throughout the recruitment lifecycle including:
 - i. Identification/understanding of needs;
 - ii. Building sourcing plan;

- iii. Screening and shortlisting suitable candidates, including support throughout all licensing and immigration processes;
- iv. Interviewing;
- v. Contracting; and
- vi. Onboarding and retention.

Outputs (Health Care Assistant Recruitment)

- C. The Contractor will develop and implement the following:
 - Provincial Marketing & Recruitment Campaign (examples include but not limited to creation of website, development of print and digital materials etc.);
 - Provincial HCA Registration and Careers Pathway Support; and
 - Nursing Community Assessment Service (NCAS)/ Remedial Education Bursary Program.

Outputs (Physician Services Secretariat)

- A. The Contractor must provide ongoing operation of the entity known as Health Employers Association of British Columbia (HEABC) Physician Services.
- B. HEABC Physician Services will provide ongoing support to the Ministry of Health (Ministry) and the regional and provincial health authorities (HA) of British Columbia with regards to issues of physician compensation, agreement negotiations and contract administration. Within this scope HEABC Physician Services will:
 - i. Develop and lead a coordinated strategy for negotiations with the Doctors of BC through collaboration and engagement with the Ministry and the HA and comprehensive consultation, analysis and preparations;
 - ii. Deliver legal and analytical services to the Ministry and HA to support strategic decision-making and consistent implementation on key issues arising under the Physician Master Agreement (PMA);
 - iii. Coordinate negotiations for non-fee-for-service compensation agreements between HA and physicians to support greater standardization and alignment with health system goals;
 - iv. Provide strategic advice to Government member(s) on the Physician Services Committee and other Joint Collaborative Committees established under the PMA and represent the Ministry as a government member of such committees as/when requested by a duly authorized representative of the Ministry;
 - v. Provide advice, analysis and administrative services to support the Provincial Medical Services Executive Council and other committees and working groups as requested by the Ministry; and
 - vi. Deliver other related services, to be determined by the Ministry.

Inputs

In order to provide the Outputs, the Contractor must:

- 1. Provide recruitment consultants and other professional and administrative staff to support nurse, family physician, nurse practitioner and allied health recruitment services;
- 2. Provide all facilities, information and communication technology, office equipment and supplies to support the above named services;

3. Staff hired by the Contractor for Physician Services must have expertise and qualifications in agreement management, and familiarity with contract law, compensation, and health sector workforce policy issues; and
4. Ensure each person who will provide services under the Agreement, as required in Schedule E section 6 (Privacy Training) has completed the privacy course which can be accessed using this link: <http://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/privacy/training>; and
5. Ensure compliance to section 3 of Schedule G - Security Schedule for all Personnel at all times.

The Province must:

1. Establish and maintain a process of regular dialogue with the Contractor to provide direction and clarification to the Contractor on all relevant policy, emerging issues and other matters pertaining to health human resource supply and demand;
2. Review, comment and sign off on all deliverables provided to the Ministry by the Contractor; and
3. Provide all relevant documents necessary for the Contractor to perform the services.

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:

- Supplements the supply of out-of-province health professionals in key occupations in British Columbia, ultimately supporting the health and well-being of British Columbians;
- Health authorities are supported in the recruitment of out-of-province health professionals; and
- The benefits of working in British Columbia are promoted to Canadian and International healthcare audiences, contributing to British Columbia's recognition as a health employer of choice.
- Ministry's Primary Care Strategy is supported and the goal of recruiting up to 200 FPs and up to 200 NPs over the next three years is achieved.
- Health authorities and other partners are supported in the recruitment, onboarding and retention of FPs and NPs.
- Ministry's Health Care Assistants Recruitment is supported and the goal of increasing the direct care seniors receive meets the provincial standard of 3.36 hours per-resident day.
- An increased understanding of the PMA in order to achieve the goals and priorities of the Ministry.
- More efficient and effective management of the physician workforce and improved outcome for patients and the health system through physician agreements.

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

Reporting Requirements (Recruitment Services)

The Contractor will provide an annual report to the Province, no later than 30 days after the conclusion of this Agreement, which will include the following:

- Comprehensive reporting on HMBC activities and outcomes, including, but not limited to:
 - i. Annual marketing plan, including advertising strategies and event attendance;
 - ii. Number of referrals by profession, and by region;
 - iii. Number of known accepted offers of employment by profession, and by region;
 - iv. Referral Match ratios; and
 - v. Aggregate data on candidate demographics, including country in which original training was received.
- Annual and quarterly statistics outlining trends related to vacancies (i.e., new vacancies, Difficult to Fill Vacancies) by profession and by region;
- Qualitative summary of stakeholder engagement and activities supporting local recruitment and retention efforts;
- Financial statement of revenue and expenditure for the preceding year (unaudited); and
- Recommendations for improving or enhancing recruitment activities and programs.

Reporting Requirements (Primary Care Strategy)

The Contractor will provide quarterly activity reports to the Province, due on the 15th day of the following month, on HMBC activities and outcomes, including, but not limited to:

- All marketing and advertising activities related to Primary Care Network (PCN) strategies;
- Effectiveness of candidate sourcing channels;
- Application completion rates;
- Relevant statistics related to vacancies (e.g. Difficult to fill reports, etc.);
- The Contractor will work with Health Authorities and other partners to understand and collect data relevant to the health of the recruitment lifecycle, including but not limited to:
 - a) Cost per hire;
 - b) Offer acceptance ratio;
 - c) Time to fill positions; and
 - d) New hire retention rates.

The Contractor will provide a qualitative summary on the general progress of this initiative, including challenges encountered, corrective actions taken, marketing activities, developmental activities, and applicant/candidate success stories.

Reporting Requirements (Health Care Assistant Recruitment)

The Contractor will provide Quarterly activity reports to the Province on HMBC activities and outcomes, including, but not limited to:

- Marketing and advertising activities related to Health Care Aide recruitment, including the effectiveness of candidate sourcing channels;
- Qualitative summary of stakeholder engagement and other activities supporting local recruitment and retention efforts;
- Quarterly financial statements;
- Relative quantitative performance metrics, as determined by Health Match BC and in consultation with its stakeholders, including:
 - o % Increase in HCA Registrants to the BC Care Aide and Community Health Worker Registry;

- % reduction in registration attrition rates post-NCAS;
 - Number and amounts of distributed bursaries;
 - HCA Education enrollment statistics (if available)
 - HCA employment statistics (if available)
- A program evaluation plan, with qualitative summary on the progress of this initiative, including challenges encountered, corrective actions taken, developmental activities, and applicant/candidate success stories.

Reporting Requirements (Physician Services Secretariat)

- The Contractor will submit an annual report to be submitted on/before May 31, 2020, for the preceding fiscal year April 1, 2019 to March 31, 2020, to the Executive Director, Physician Services Branch, Health Human Resources & Labour Relations Division, Ministry of Health, outlining the services performed and the outcomes achieved.

PART 3. RELATED DOCUMENTATION:

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

Not applicable.

PART 4. KEY PERSONNEL:

Not applicable.

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$9,580,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 10.01 (c) of this Agreement).

2. FEES:

Flat Rate

Fees: The Province will pay the Contractor the following amounts for performing the Services during the Term: April 1, 2018 to March 31, 2019:

1) June 30, 2018	\$720,000
2) September 30, 2018	\$720,000
3) December 31, 2018	\$720,000
4) March 31, 2019	\$720,000

Monthly Rate

Fees: The Ministry of Health will pay the Contractor the following amounts for performing the Services during the Term: April 1, 2019 to March 31, 2020:

Health Employers of BC Monthly Payment Schedule for Health Match BC for FY 2019/20

Payment M/D/Y	Month of Coverage	Automatic Monthly Payments	Total Payment
April 1/19	April 2019	\$308,333.37	\$308,333.37
April 26/19	May 2019	\$308,333.33	\$308,333.33
May 28/19	June 2019	\$308,333.33	\$308,333.33
June 27/19	July 2019	\$308,333.33	\$308,333.33
July 29/19	August 2019	\$308,333.33	\$308,333.33
August 28/19	September 2019	\$308,333.33	\$308,333.33
September 27/19	October 2019	\$308,333.33	\$308,333.33
October 28/19	November 2019	\$308,333.33	\$308,333.33
November 27/19	December 2019	\$308,333.33	\$308,333.33
December 27/19	January 2020	\$308,333.33	\$308,333.33
January 29/20	February 2020	\$308,333.33	\$308,333.33
February 27/20	March 2020	\$308,333.33	\$308,333.33
Total Payment for FY 2019/20		\$3,700,000	\$3,700,000

Health Employers of BC Monthly Payment Schedule for Physician Services for FY 2019/20

Payment M/D/Y	Month of Coverage	Automatic Monthly Payments	Total Payment
April 1/19	April 2019	\$250,000.00	\$250,000.00
April 26/19	May 2019	\$250,000.00	\$250,000.00
May 28/19	June 2019	\$250,000.00	\$250,000.00
June 27/19	July 2019	\$250,000.00	\$250,000.00
July 29/19	August 2019	\$250,000.00	\$250,000.00
August 28/19	September 2019	\$250,000.00	\$250,000.00
September 27/19	October 2019	\$250,000.00	\$250,000.00
October 28/19	November 2019	\$250,000.00	\$250,000.00
November 27/19	December 2019	\$250,000.00	\$250,000.00
December 27/19	January 2020	\$250,000.00	\$250,000.00
January 29/20	February 2020	\$250,000.00	\$250,000.00
February 27/20	March 2020	\$250,000.00	\$250,000.00
Total Payment for FY 2019/20		\$3,000,000	\$3,000,000

3. EXPENSES:

Expenses: None

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement as per the tables above, the Contractor must deliver to the Province, 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, including a declaration by the Contractor of
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;

- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

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

In the event the funding exceeds the Recipient's requirement in respect of this Agreement, the Recipient will notify the Province. The Province may require the excess funding to be returned or may permit the use of the excess funding as directed by the Province. Fund identified by the Province to be returned to the Province shall constitute a debt due to the Province.



BETWEEN:

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:
Ministry of Health
Health Human Resources and Labour Relations Division
PO Box 9649 Stn Prov Govt
3rd FLR 1515 Blanshard Street
Victoria BC V8W 9P4
Email: Mark.Armitage@gov.bc.ca

AND:

Health Employers Association of British Columbia (the "Contractor") with the following specified address:
Renfrew Centre
300 – 2889 East 12th Avenue
Vancouver BC V5M 4T5
Email: Michael.Mcmillan@heabc.bc.ca

BACKGROUND

- A. The parties entered into an agreement dated for reference April 1, 2018, and subsequently modified on May 9, 2019, a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The Parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- 1. The email address for the Province has now been replaced and shall now read as indicated above.
- 2. Written communication to the Province, as per Section 8.01, shall now be addressed to "Attention: Mark Armitage".
- 3. The Output section of Schedule A shall be modified to include the following effective April 1, 2019:
Outputs (Negotiations, Contract Administration and Litigation Services)
 - a) To oversee Nursing Bargaining Agreement (NBA) disputes through the BC Health Care Office of Arbitration (BCHCOA);
 - b) Deliver in-house counsel on litigation files;
 - c) Support the Nurse Staffing Secretariat;
 - d) Coordinate provincial capacity on Occupational Health & Safety initiatives; and
 - e) Engage and support the services in relation to the new Ambulance Paramedic and Dispatchers bargaining unit and associated agreements.
- 4. The Reporting Requirements of Schedule A shall be modified to include the following effective April 1, 2019:

Reporting Requirements (Negotiations, Contract Administration and Litigation Services)

- The Contractor will submit an annual report to be submitted on/before April 30, 2020, for the preceding fiscal year (April 1, 2019 to March 31, 2020) to the Assistant Deputy Minister, Health Human Resources and Labour Relations Division, Ministry of Health, outlining the services performed and the outcomes achieved.
5. The Maximum Amount section of Schedule B of the Agreement is increased by \$2,910,000.00 from \$9,580,000.00 to \$12,490,000.00.
 6. The Fees section of Schedule B of the Agreement is modified to included:
Flat Rate:
Fees: \$2,910,000.00 for performing the Services during the Term: April 1, 2019 to March 31, 2020.
 7. Schedule G – Security Schedule is replaced effective immediately, see Appendix 1.
 8. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 4th day of October, 2019 on behalf of the Province by its duly authorized representative

Signature [Signature]

Print Name M. McMillan

SIGNED AND DELIVERED on the 4 day of OCT, 2019 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature [Signature]

Print Name M. McMillan

Appendix 1

Schedule G – Security Schedule

Definitions

1. In this Schedule:

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

- (i) "Systems" means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) "Tenancy" means those components of the Systems that:
 - (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province's tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) "Tenancy Security Event Logs" means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

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

PERSONNEL

Confidentiality agreements

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

Personnel security screening

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

- (d) performing any additional screening this Agreement or applicable law may require; and
- (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

- 5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
- 6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

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

Security contact

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

Supply chain

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

GENERAL POLICIES AND PRACTICES

Information security policy

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

Compliance and Standard for Security Controls

- 11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:

- (a) "Information Security Policy";
- (b) government wide IM/IT Standards; and
- (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

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

Change control and management

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

Backups and restores

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

Business continuity plan and disaster recovery plan

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

Security Incident Response and Management

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

PROTECTED INFORMATION AND DATA SECURITY

Encryption

18. The Contractor must ensure that:

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

No storage on unencrypted portable media

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

Encryption standard

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

Isolation controls and logical isolation of data

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

ACCESS AND AUTHENTICATION

User Identifiers

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

Access

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.

24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.

25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.

26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.
27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

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

- (d) enforce password minimum and maximum lifetime restrictions;
- (e) prohibit password reuse;
- (f) prevent reuse of identifiers; and
- (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

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

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
- (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,
- to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

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

Application development

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

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

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

Separation of production from test environments

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

Systems (including servers) hardening

47. The Contractor must:
 - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;

- (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
- (d) ensure that default passwords and shared accounts are not used for any Systems; and
- (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

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

48. The Contractor must:

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

Application firewall

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

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

Management network

50. The Contractor must ensure that for any Systems:

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

Remote management and secure access gateway

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

Database security

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

Device security and antivirus scanning

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

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

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

Patching

56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.

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

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

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

Antivirus and malware scanning

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

DISPOSALS

Asset disposal

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

Asset management

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

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

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

E-discovery and legal holds

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

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access,

collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:

- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
- (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:

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

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

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

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

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

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

Notification of changes

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

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

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

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.

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

Referenced documents

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

Survival

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

PROGRAM NAME	VALUE OF AGREEMENT	OVERALL CONTRACT TOTAL	TERM OF CURRENT AGREEMENT	STATUS OF AGREEMENT
CONTRACT 2019-091	CONTRACT TOTAL for 2019/2020			
Health Match BC – base operating budget (Contract 2019-091)	\$1,950,000	\$3,900,000	April 1, 2018 - March 31, 2020	S.17
HEABC Base funding increase	\$2,910,000	\$2,910,000	April 1, 2019 - March 31, 2020	
Primary Care Strategy – Recruitment for 200 FPs & 200 NPs	\$930,000	\$1,860,000	April 1, 2018 - March 31, 2020	
Health Care Assistant Recruitment	\$820,000	\$820,000	April 1, 2019 - March 31, 2020	
Physician Services Secretariat (PSS)	\$3,000,000	\$3,000,000	April 1, 2019 - March 31, 2020	
TOTAL FOR 2019-091	\$9,610,000	\$12,490,000		
CONTRACT 2018-001 Care Aide Registry	2019/20 - \$600,000	\$1,800,000	April 1, 2017 - March 31, 2020	
CONTRACT 2018-024 Rural Locum Program	2019/20 - \$1,940,000	\$5,050,000	April 1, 2017 - March 31, 2020	
CONTRACT 2018-025 Rural Recruitment	2019/20 - \$350,000	\$1,050,000	April 1, 2017 - March 31, 2020	
CONTRACT 2018-026 Practice Ready Assessment Program (PRA-BC)	2019/20 2,400,000	\$7,200,000	April 1, 2017 - March 31, 2020	

\$3,700,000

Will be paid as a lump sum.

* Costs for 2019/20 only. Prior year costs under contract 2018-015

Monthly Rate

Fees: The Ministry of Health will pay the Contractor the following amounts for performing the Services during the Term: April 1, 2019 to March 31, 2020:

Health Employers of BC Monthly Payment Schedule for Health Match BC for FY 2019/20

Payment M/D/Y	Month of Coverage	Automatic Monthly Payments	Total Payment
April 1/19	April 2019	\$308,333.37	\$308,333.37
April 26/19	May 2019	\$308,333.33	\$308,333.33
May 28/19	June 2019	\$308,333.33	\$308,333.33
June 27/19	July 2019	\$308,333.33	\$308,333.33
July 29/19	August 2019	\$308,333.33	\$308,333.33
August 28/19	September 2019	\$308,333.33	\$308,333.33
September 27/19	October 2019	\$308,333.33	\$308,333.33
October 28/19	November 2019	\$308,333.33	\$308,333.33
November 27/19	December 2019	\$308,333.33	\$308,333.33
December 27/19	January 2020	\$308,333.33	\$308,333.33
January 28/20	February 2020	\$308,333.33	\$308,333.33
February 27/20	March 2020	\$308,333.33	\$308,333.33
Total			\$3,700,000

Physician Services Secretariate

Health Employers of BC Monthly Payment Schedule for Physician Services for FY 2019/20

Payment M/D/Y	Month of Coverage	Automatic Monthly Payments	Total Payment
April 1/19	April 2019	\$250,000.00	\$250,000.00
April 26/19	May 2019	\$250,000.00	\$250,000.00
May 28/19	June 2019	\$250,000.00	\$250,000.00
June 27/19	July 2019	\$250,000.00	\$250,000.00
July 29/19	August 2019	\$250,000.00	\$250,000.00
August 28/19	September 2019	\$250,000.00	\$250,000.00
September 27/19	October 2019	\$250,000.00	\$250,000.00
October 28/19	November 2019	\$250,000.00	\$250,000.00
November 27/19	December 2019	\$250,000.00	\$250,000.00
December 27/19	January 2020	\$250,000.00	\$250,000.00
January 28/20	February 2020	\$250,000.00	\$250,000.00
February 27/20	March 2020	\$250,000.00	\$250,000.00
Total Payment for FY 2019/20		\$3,000,000	\$3,000,000

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Financial Statements of

**HEALTH EMPLOYERS ASSOCIATION
OF BRITISH COLUMBIA**

And Independent Auditors' Report thereon

Year ended March 31, 2019

Page 036 of 100 to/à Page 054 of 100

Withheld pursuant to/removed as

Copyright

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Perry, Nancy L HLTH:EX

From: Hosick, Sean HLTH:EX
Sent: October 23, 2018 3:28 PM
To: Hosick, Sean HLTH:EX
Subject: HEABC Financial Stmt's

Stmnt's available through Public Accounts at:

https://www2.gov.bc.ca/gov/search?q=HEABC%2Binmeta%3AfinPA_fiscalYear%3D2016-2017&id=4DE45087F6C34BEC999322346A28BDDC&tab=1&sourceId=F94EF6AB219F4553AA26CEBFCC7E06F0

Just search for HEABC, listing of items will be by year.

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Perry, Nancy L HLTH:EX

From: Cross, Gordon HLTH:EX
Sent: February 22, 2018 11:17 AM
To: Sidhu, Manjit HLTH:EX
Subject: HEABC 2018-19 Funding Letter - V1 2018.02.09

Importance: High



HEABC 2018-19
Funding Letter -...

Hi Manjit – here is a copy of the draft letter.

Thanks, Gord.



110387

Mr. Michael McMillan
President and Chief Executive Officer
Health Employers Association of BC
200 – 1333 West Broadway
Vancouver BC V6H 4C6

Dear Mr. MacMillan:

s.13; s.17

Yours truly,

Manjit Sidhu, CPA, CA
Assistant Deputy Minister
Finance and Corporate Services

Attachments

pc: Ms. Lyn Kocher, Chief Financial Officer, HEABC
Mr. Gordon Cross, Executive Director, Regional Grants and Decision Support

Page 060 of 100 to/à Page 061 of 100

Withheld pursuant to/removed as

s.13 ; s.17

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Perry, Nancy L HLTH:EX

From: Cross, Gordon HLTH:EX
Sent: February 9, 2018 2:58 PM
To: Sidhu, Manjit HLTH:EX
Subject: FW: HEABC 2018-19 Funding Letter
Attachments: HEABC 2018-19 Funding Letter - V1 2018.02.09.docx

Hi Manjit – here is a revised version of the HEABC letter for your review prior to send in eApprovals.

Please let me know if you would like any changes.

Thanks.

Gordon Cross
Executive Director
Regional Grants & Decision Support
Ministry of Health
(250) 952-1120
gordon.cross@gov.bc.ca

 Please consider the environment before printing.

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From: Hosick, Sean HLTH:EX
Sent: Friday, February 9, 2018 1:48 PM
To: Cross, Gordon HLTH:EX
Cc: Klotz, Peter HLTH:EX
Subject: HEABC 2018-19 Funding Letter

Hi Gord,

s.13; s.17

Feel free to let me know if you need any additional info. Thanks,
Sean



110387

Mr. Michael McMillan
President and Chief Executive Officer
Health Employers Association of BC
200 – 1333 West Broadway
Vancouver BC V6H 4C6

Dear Mr. MacMillan:

s.13; s.17

Yours truly,

Manjit Sidhu, CPA, CA
Assistant Deputy Minister
Finance and Corporate Services

Attachments

pc: Ms. Lyn Kocher, Chief Financial Officer, HEABC
Mr. Gordon Cross, Executive Director, Regional Grants and Decision Support

Page 065 of 100 to/à Page 066 of 100

Withheld pursuant to/removed as

s.13 ; s.17

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Perry, Nancy L HLTH:EX

From: Sidhu, Manjit HLTH:EX
Sent: February 6, 2018 1:26 PM
To: Cross, Gordon HLTH:EX
Subject: FW: 2018/19 Funding

s.13

Manjit Sidhu
Assistant Deputy Minister
Financial and Corporate Services
250 952-2066

From: Sidhu, Manjit HLTH:EX
Sent: Tuesday, February 6, 2018 8:22 AM
To: 'Michael McMillan'; Lyn Kocher
Cc: Zacharuk, Christina PSEC:EX; Feulgen, Sabine HLTH:EX
Subject: RE: 2018/19 Funding

s.13

I will check with Mark on the letters you refer to in your e-mail – they haven't come across my desk yet.

s.13; s.17



Healthmatch

2,300

s.13; s.17

2,300

Practise Ready Assessment Program	2,260	s.13; s.17	2,260	
s.13; s.17				
Rural GP Locum	1,440	s.13; s.17	1,440	
Physician Services	3,000		3,000	
Care Aide Registry	600		600	
Cross Jurisdictional Database	439		0	To be discussed with Teri Collins
Violence Prevention	1,100		1,100	\$1.5 m over 2 years (\$400k in 17

s.13; s.17

Nurse Staffing Secretariat	700	s.13; s.17	700	
s.13; s.17				

Manjit Sidhu
Assistant Deputy Minister
Financial and Corporate Services
250 952-2066

From: Michael McMillan [<mailto:Michael.McMillan@heabc.bc.ca>]
Sent: Tuesday, February 6, 2018 7:32 AM
To: Sidhu, Manjit HLTH:EX; Lyn Kocher

Cc: Carter, Kim K HLTH:EX; Zacharuk, Christina PSEC:EX
Subject: RE: 2018/19 Funding

Manjit

s.13; s.17

Thank you

Michael

From: Sidhu, Manjit HLTH:EX [<mailto:Manjit.Sidhu@gov.bc.ca>]
Sent: February 1, 2018 8:14 AM
To: Lyn Kocher
Cc: Michael McMillan; Carter, Kim K HLTH:EX
Subject: RE: 2018/19 Funding

One of my meetings got cancelled this morning....are you both able to do at 11:15am? No problem if it doesn't work, we can always stick with noon.

Manjit Sidhu
Assistant Deputy Minister
Financial and Corporate Services
250 952-2066

From: Lyn Kocher [<mailto:lyn@heabc.bc.ca>]
Sent: Thursday, February 1, 2018 7:45 AM
To: Sidhu, Manjit HLTH:EX
Cc: Michael McMillan
Subject: Re: 2018/19 Funding

o7 Manjit. Yes, 12 noon works for us. We will send you teleconference details, as Michael and I are in different locations,

Thx, Lyn

Sent from my iPad

On Feb 1, 2018, at 7:13 AM, Sidhu, Manjit HLTH:EX <Manjit.Sidhu@gov.bc.ca> wrote:

Ok with me. I responded to your earlier note....let me know if 12 noon works for you.

To be clear, at this point I am just gathering information and not making funding decisions. Thanks.

Manjit Sidhu
Assistant Deputy Minister
Financial and Corporate Services
250 952-2066

From: Lyn Kocher [<mailto:lyn@heabc.bc.ca>]
Sent: Wednesday, January 31, 2018 9:34 PM
To: Sidhu, Manjit HLTH:EX
Cc: Michael McMillan
Subject: Re: 2018/19 Funding

Manjit .. just sending you a follow up email. Michael would also like to participate on this call. We are available anytime tomorrow from 1030 am - 1 pm. Let us know what works best for you and I will set up a teleconference call. Thx, Lyn

Sent from my iPad

On Jan 31, 2018, at 4:09 PM, Sidhu, Manjit HLTH:EX <Manjit.Sidhu@gov.bc.ca> wrote:

Hi Lyn,

Do you have a few minutes tomorrow to discuss 2018/19 Funding. I am working on a draft letter to send to you and Michael but wanted to check on a few items before I sent you the draft. Thanks.

Manjit Sidhu
Assistant Deputy Minister
Financial and Corporate Services

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Perry, Nancy L HLTH:EX

From: Klotz, Peter HLTH:EX
Sent: November 7, 2017 8:54 AM
To: Cross, Gordon HLTH:EX
Subject: FW: Employers Associations Funding Transfer Request
Attachments: Deferred Revenue Balances.xlsx; HEABC Transfer Reconciliation.xlsx; RE: HEABC funding; DN_FIN Request_EA Funding Consolidation_24 Oct 2017.docx; HSWD Reconciliation Summary (Budget to Service Plan Comparison) - 2017.0....xlsx

From: Klotz, Peter HLTH:EX
Sent: Tuesday, October 31, 2017 5:05 PM
To: Cross, Gordon HLTH:EX
Subject: RE: Employers Associations Funding Transfer Request

Hi Gordon,

s.13; s.17

s.13; s.17

HEABC is requesting a transfer of \$2.3 million for Recruitment Services - Health Match BC, s.13; s.17
s.13; s.17

HEABC currently has \$5.248 million in deferred contributions on its books.

s.13; s.17

Thanks,
Peter

From: Cross, Gordon HLTH:EX
Sent: Friday, October 27, 2017 2:49 PM
To: Klotz, Peter HLTH:EX
Subject: FW: Employers Associations Funding Transfer Request


Hi Peter – please see the attached from Manjit. I know we have gone over this before with him and I have included the spreadsheet...

Now would probably be a good time s.13

Thanks.

Gordon Cross
Executive Director
Regional Grants & Decision Support

Ministry of Health
(250) 952-1120
gordon.cross@gov.bc.ca

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From: Sidhu, Manjit HLTH:EX
Sent: Friday, October 27, 2017 2:40 PM
To: Cross, Gordon HLTH:EX
Subject: FW: Employers Associations Funding Transfer Request

Can you have someone take a look at this, and compare to what we have in our plan. thx

Manjit Sidhu
Assistant Deputy Minister
Financial and Corporate Services
250 952-2066

From: Feulgen, Sabine HLTH:EX
Sent: Thursday, October 26, 2017 11:24 AM
To: Sidhu, Manjit HLTH:EX; Stevenson, Lynn HLTH:EX
Subject: FW: Employers Associations Funding Transfer Request

From: Pauliszyn, Robert PSEC:EX
Sent: Thursday, October 26, 2017 11:05 AM
To: Feulgen, Sabine HLTH:EX
Subject: Employers Associations Funding Transfer Request

s.13; s.17

Page 076 of 100 to/à Page 089 of 100

Withheld pursuant to/removed as

s.13 ; s.17

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Perry, Nancy L HLTH:EX


From: Cross, Gordon HLTH:EX
Sent: June 29, 2017 11:16 AM
To: Klotz, Peter HLTH:EX
Subject: FW: HEABC Funding
Attachments: 2017-18 HEABC Commitments.xlsx; HSWD - projected costs to be funded through Regional Services - 2017-18.xlsx; Letter G Fane BCNU Nursing Policy Funding May 2016.pdf; Re: Violence Prevention

s.13

If possible later today perhaps we can go over this.

Thanks.

Gordon Cross
Executive Director
Regional Grants & Decision Support
Ministry of Health
(250) 952-1120
gordon.cross@gov.bc.ca

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From: Sidhu, Manjit HLTH:EX
Sent: Thursday, June 29, 2017 8:09 AM
To: Cross, Gordon HLTH:EX
Subject: FW: HEABC Funding

Manjit Sidhu
Assistant Deputy Minister
Financial and Corporate Services
250 952-2066

From: Wong, Bonnie Y HLTH:EX
Sent: Wednesday, June 28, 2017 5:11 PM
To: Sidhu, Manjit HLTH:EX
Cc: Conner, Daryl HLTH:EX
Subject: FW: HEABC Funding

Hi Manjit,
s.13; s.17

Thanks,
B

From: Wong, Bonnie Y HLTH:EX
Sent: Wednesday, June 28, 2017 4:53 PM
To: Patterson, Ted HLTH:EX
Cc: Roy, Marie Josee HLTH:EX; Murray, Heather HLTH:EX
Subject: FW: HEABC Funding

Hi Ted,
s.13; s.17

Hope this helps.^{s.22} , but if you have any questions that requires immediate response,
Marie-Josée will be able to assist. Otherwise, I'll catch up with you on Tuesday.

Thanks,
B

From: Patterson, Ted HLTH:EX
Sent: Monday, June 26, 2017 3:43 PM
To: Roy, Marie Josee HLTH:EX
Cc: Wong, Bonnie Y HLTH:EX; Le, Duc HLTH:EX; Brown, Kevin HLTH:EX; Frechette, Rod HLTH:EX; Ty, Marie HLTH:EX
Subject: Re: HEABC Funding

Thx. Very helpful.

s.13

Thx - T

Sent from my iPhone

On Jun 26, 2017, at 10:36 AM, Roy, Marie Josee HLTH:EX <MarieJosee.Roy@gov.bc.ca> wrote:

Hi.Ted,

s.13

Please let me know if you have any questions or if you are looking for additional information.

Thanks,

Marie-Josée Roy

Budget Manager

Decision Support – WPCBS/HDCSD

Ministry of Health

250-952-2048

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From: Le, Duc HLTH:EX
Sent: Monday, June 26, 2017 10:26 AM
To: Roy, Marie Josee HLTH:EX
Subject: FW: HEABC Funding

Hi Marie-Josée,

As we discussed this morning, I understand you already provided this information to Heather Murray. Can you please take care of the ADM's request below? Thanks.

Duc

From: Patterson, Ted HLTH:EX
Sent: Monday, June 26, 2017 7:49 AM
To: Brown, Kevin HLTH:EX; Frechette, Rod HLTH:EX; Ty, Marie HLTH:EX
Cc: Murray, Heather HLTH:EX
Subject: HEABC Funding

Thanks,

T

Ted Patterson
Assistant Deputy Minister
Workforce Planning, Compensation and Beneficiary Services
Ministry of Health
(250) 952-3465
(250) 514-5455

Health Sector Workforce Division
HEABC payments
Fiscal Year 2017/18

Funded through s.13; s.17

Description	2017/18	Comments
Physician Services Secretariat (PSS)	3,000,000	s.13; s.17
Recruitment Services	1,435,000	
Rural Physician LOCUM Program operations	145,000	
Violence Prevention Initiative	1,500,000	
Violence Prevention Initiative (balance of the \$1M)	219,250	
Practice Readiness Assessment (PRA) - Kamloops	500,000	
s.13; s.17	s.13; s.17	
Care Aide and Community Health Worker Registry	600,000	
Nurses' Rural Recruitment & Retention	2,000,000	
	<u>s.13; s.17</u>	

Funded through s.13; s.17

Description	2017/18	Comments
Rural Physician LOCUM Program Operations	700,000	s.13; s.17
s.13; s.17	s.13; s.17	
Practice Readiness Assessment (PRA)	2,400,000	
Physicians Recruitment	350,000	
	<u>s.13; s.17</u>	

Funded through s.13; s.17

Description	2017/18	Comments
s.13; s.17		
Total HEABC payments	<u>s.13; s.17</u>	

Health Sector Workforce Division
Summary of forecasted spending plan to be funded through s.13; s.17
Fiscal Year 2017/18

Vendor	Description	2017/18 Budget	2017/18 Spending Plan		Comments
HEABC	Recruitment Services	1,435,000	1,435,000	s.13; s.17	
HEABC	s.13; s.17				
HEABC	Care Aide and Community Health Worker Registry		600,000		
HEABC	Rural Physician LOCUM Program operations		145,000		
HEABC	Practice Readiness Assessment (PRA) - Kamloops		500,000		
HEABC	Physician Services Secretariat (PSS)	1,000,000	3,000,000		
			5,780,000		
HEABC	Nurses' Rural Recruitment & Retention		2,000,000		
HEABC	Violence Prevention Initiative		1,500,000		
	Subtotal - HEABC		s.13; s.17		
	Regional Services Others	1,000,000			
s.13; s.17					
HA's	Violence Prevention Initiative s.13; s.17		219,250		
s.13; s.17					



May 2, 2016

Mr. Gary Fane
Executive Director
Negotiations and Strategic Development
BC Nurses Union
4060 Regent St
Burnaby, BC V5C 6P5

Dear Mr. Fane:

I am writing regarding the Ministry of Health's nursing policy funding commitments arising from our discussions during the 2014 Nurses Bargaining Association negotiations.

Please find enclosed a one-time payment in the following amounts and for the purposes described below:

- \$5 million to establish a nursing education and training fund; and,
- \$2 million for violence prevention initiatives.

The Ministry will be in contact to discuss your plan for expenditure of these funds and any reporting requirements.

Please feel free to contact me if you have any questions.

Sincerely,

Ted Patterson
Assistant Deputy Minister

Enclosure

Pc: Stephen Brown, Deputy Minister, Ministry of Health
Manjit Sidhu, Assistant Deputy Minister, Ministry of Health
Gayle Duteil, President, BC Nurses' Union
Tony Collins, Vice-President, Knowledge Management & Education Services,
Health Employers Association of BC

Perry, Nancy L HLTH:EX

From: Patterson, Ted HLTH:EX
Sent: June 28, 2017 3:42 PM
To: Murray, Heather HLTH:EX
Cc: Howatson, Evan HLTH:EX; Wong, Bonnie Y HLTH:EX
Subject: Re: Violence Prevention

Yes it is still required

Sent from my iPhone

On Jun 28, 2017, at 3:40 PM, Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca> wrote:

s.13; s.17

Thanks, H.

From: Murray, Heather HLTH:EX
Sent: Thursday, December 1, 2016 8:59 AM
To: Patterson, Ted HLTH:EX; Wong, Bonnie Y HLTH:EX
Cc: Howatson, Evan HLTH:EX
Subject: RE: Violence Prevention

I have attached the letter noting the one-time payment of the \$2M for violence initiatives (along with \$5M for education/training fund) to the BCNU (sent back in May). Thx.

From: Patterson, Ted HLTH:EX
Sent: Wednesday, November 30, 2016 5:14 PM
To: Wong, Bonnie Y HLTH:EX
Cc: Howatson, Evan HLTH:EX; Murray, Heather HLTH:EX
Subject: RE: Violence Prevention
Hi Bonnie,

s.13; s.17

T

Ted Patterson
Assistant Deputy Minister
Health Sector Workforce Division
Ministry of Health
(250) 952-3465

(250) 514-5455

From: Wong, Bonnie Y HLTH:EX

Sent: Wednesday, November 30, 2016 5:00 PM

To: Patterson, Ted HLTH:EX

Cc: Howatson, Evan HLTH:EX; Murray, Heather HLTH:EX

Subject: Violence Prevention

Hi Ted,
s.13; s.17

Thanks,
Bonnie

Ministry of Health
Health Employer Association BC

Fiscal Year		Budget	Total Spent
HealthMatch (Recruitment Services)			
2014/15		1,435,000	1,435,000
2015/16		1,435,000	1,435,000
2016/17		1,435,000	1,435,000
2017/18		1,435,000	1,435,000
2018/19		1,950,000	2,160,000
2019/20		3,700,000	3,700,000
Total		11,390,000	11,600,000