

Payee Name	Invoice Number	Payment Date	Invoice Date	Payment Amount
NLK STRATEGIES INC.	200707	18-Aug-20	01-Aug-20	\$ 17,955.00

Murray, Heather HLTH:EX

From: Nicola Lambrechts <nicola@nlkstrategies.ca>
Sent: July 9, 2020 8:29 AM
To: Murray, Heather HLTH:EX
Subject: Re: NLK June Invoice

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Heather,

My apologies, I should have listed that. It was for: Minister Dix, Dr. Henry, Lucinda Yeung and myself. If that is not an acceptable expense, I am happy to amend the invoice accordingly.

Thank you,
Nicola

On Jul 8, 2020, at 4:36 PM, Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca> wrote:

Hello Nicola,

I am processing through your attached invoice to our Accounts Department – thank you.

Am I able to note/reference for our contract and expense background as to the attendees for the business lunch expense of \$42.99 being put through on June 16, 2020?

Thank you, Heather.

Sincerely,
Heather Murray | A/Senior Manager
Office of the Associate Deputy Minister's
Ministry of Health
Phone: 250.952.2879 | Cell: 250.415.5856

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

From: Nicola Lambrechts <nicola@nlkstrategies.ca>
Sent: July 6, 2020 6:48 PM
To: Moulton, Holly HLTH:EX <Holly.Moulton@gov.bc.ca>
Subject: NLK June Invoice

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Holly,

I hope you are well. Attached please find the NLK invoice as well as copies of the expenses incurred.

Thank you,

Nicola

<NLK Strategies - Expenses.pdf>

<NLK PHO-MinistryofHealth - June 2020.pdf>

Nicola Lambrechts

NLK Strategies

604.970.9113

nicola@nlkstrategies.ca

www.nlkstrategies.ca

Nicola Lambrechts

NLK Strategies

604.970.9113

nicola@nlkstrategies.ca

www.nlkstrategies.ca

INVOICE #	Contract #	DATE
200607	2020-109	2020-07-01



Attention: Holly Moulton
Ministry of Health
Office of the Deputy Minister
PO Box 9639, Stn Prov Govt
5th Floor - 1515 Blanchard Street
Victoria, BC V8W 9P1

Services

Strategic counsel provided from June 1 to June 30, 2020, including:

Strategic communications counsel and media relations support to
BC's Provincial Health Officer for communications and response
related to the COVID-19 pandemic
June 1-5, 8-12, 15-19, 22-26, 28-30

Fees

83 hours @	\$ 200.00	\$16,600.00	
			\$ 16,600.00

Disbursements / Other Charges

Parking	\$ 46.00	
Meals	\$ 42.99	
		\$ 88.99

Fees & Disbursements	\$	16,688.99
GST (5% on fees & disbursements)	\$	834.45

Balance Due	17,523.44
--------------------	------------------

GST # 767034713 RT0001
Payable due in 30 days. Please make cheques payable to NLK Strategies Inc.
238 West 17 Street, North Vancouver, BC V7M1V6
604.970.9113 / info@nlkstrategies.ca

Min of
Health

Canada Place Parkade

999 Canada Place
Vancouver BC, V6C 3C1

Pay Station Number: 1
Entered: 03/10/2020 10:26
Exited: 03/10/2020 17:05
Ticket Number: 45876
Transaction Number: 81360
Rate: A
Parking Fee: \$23.00

Total Fee: \$23.00
Fee Paid: \$23.00
Visa
XXXXXXXXXXXX8692
Approval Number: 003671

Thank you for visiting
Canada Place
Above amount includes 5% GST
GST# 120998095RT0005

Min of Health

Canada Place Parkade

999 Canada Place
Vancouver BC, V6C 3C1

Pay Station Number: 1
Entered: 06/18/2020 11:11
Exited: 06/18/2020 16:19
Ticket Number: 15354
Transaction Number: 82243
Rate: A
Parking Fee: \$23.00

Total Fee: \$23.00
Fee Paid: \$23.00
Visa
XXXXXXXXXXXX8692
Approval Number: 043021

Thank you for visiting
Canada Place
Above amount includes 5% GST
GST# 120998095RT0005

freshii

Store # 0625
870 W Cordova Street
Vancouver, BC V6C 3N8
(604) 566-9952
GST# 844040402RT0001

1543 Cashier

CHK 12391 nicola
6/16/2020 12:33 PM

4 Market Wrap @ 8.99 35.96
2 Chicken @ 2.49 4.98

Subtotal \$40.94
GST \$2.05

Payment \$42.99
Change Due \$0.00
Visa \$42.99
XXXXXXXXXXXX8692

----- Check Closed -----
6/16/2020 12:34 PM

Help us energize the world.
Tell us how we did at
freshii.com/feedback

Murray, Heather HLTH:EX

From: Murray, Heather HLTH:EX
Sent: July 9, 2020 12:15 PM
To: Gross, Steve HLTH:EX
Subject: FW: NLK June Invoice (Inv 200607)
Attachments: NLK Strategies Inv 200607 June 2020.pdf

Hello Steve,

Please find attached the good/services (signed by Holly Moulton) and expense authority (signed by Peter Pokorny) for processing this invoice.

This is Covid-19 related. Please let me know if you need any further details to process.

Thanks, Heather.

Sincerely,

Heather Murray | A/Senior Manager

Office of the Associate Deputy Minister's

Ministry of Health

Phone: 250.952.2879 | Cell: 250.415.5856

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I hope you are well. Attached please find the NLK invoice as well as copies of the expenses incurred.

Thank you,

Nicola



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PO Box 9639, Stn Prov Govt
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Meals	\$ 42.99	
		\$ 88.99

Fees & Disbursements	\$ 16,688.99
GST (5% on fees & disbursements)	\$ 834.45

Balance Due	17,523.44
-------------	-----------

MINISTRY OF HEALTH			
SUPPLIER #		SITE	
CAS COMMITMENT #		LINE #	
RESP	SERVICE LINE	STOB	
66010	44225	600	
PROJECT #	AMOUNT		
	16,688.99		
PO # / CONTRACT # / GFA #	CLIENT		
2020-109 mod #2	026		
GOODS / SERVICES RECEIVED BY			
DATE 7/14/20			
CERTIFIED CORRECT PURSUANT TO SECTIONS 32/33 OF THE FINANCIAL ADMINISTRATION ACT & RELATED POLICIES			
DATE 7/9/20			
MINISTRY SPENDING / CERTIFICATIONS AUTHORITY SIGNATURE			

GST # 767034713 RT0001

Payable due in 30 days. Please make cheques payable to NLK Strategies Inc.
238 West 17 Street, North Vancouver, BC V7M1V6
604.970.9113 / info@nlkstrategies.ca



Min of
Health

Canada Place Parkade

999 Canada Place
Vancouver BC, V6C 3C1

Pay Station Number: 1
Entered: 03/10/2020 10:28
Exited: 03/10/2020 17:05
Ticket Number: 45876
Transaction Number: 81360
Rate: A
Parking Fee: \$23.00

Total Fee: \$23.00
Fee Paid: \$23.00
Visa
XXXXXXXXXXXX8692
Approval Number: 003671

Thank you for visiting
Canada Place
Above amount includes 5% GST
GST# 120996096RT0005

Min of Health

Canada Place Parkade

999 Canada Place
Vancouver BC, V6C 3C1

Pay Station Number: 1
Entered: 06/18/2020 11:11
Exited: 06/18/2020 16:19
Ticket Number: 15354
Transaction Number: 82243
Rate: A
Parking Fee: \$23.00

Total Fee: \$23.00
Fee Paid: \$23.00
Visa
XXXXXXXXXXXX8692
Approval Number: 043021

Thank you for visiting
Canada Place
Above amount includes 5% GST
GST# 120996096RT0005

Lunch provided for:
Minister Dix, Dr. B. Henry,
Lucinda Young
Nicola Lombardi

freshii

Store # 0625
870 W Cordova Street
Vancouver, BC V6C 3N8
(604) 566-9952
GST:844040402RT0001

1543 Cashier

CHK 12391 nicola
6/16/2020 12:33 PM

4 Market Wrap @ 8.99 35.96
2 Chicken @ 2.49 4.98

Subtotal \$40.94
GST \$2.05

Payment \$42.99
Change Due \$0.00
Visa \$42.99
XXXXXXXXXXXX8692

----- Check Closed -----
6/16/2020 12:34 PM

Help us energize the world.
Tell us how we did at
freshii.com/feedback

Murray, Heather HLTH:EX

From: Nicola Lambrechts <nicola@nlkstrategies.ca>
Sent: August 4, 2020 8:21 PM
To: Moulton, Holly HLTH:EX; Murray, Heather HLTH:EX
Subject: NLK July Invoice
Attachments: PHO NLK Strategies - July 2020.pdf

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

Hello Holly & Heather

I hope you are both well. Attached please find the NLK invoice for July 2020.

Thank you,

Nicola

Nicola Lambrechts
NLK Strategies
604.970.9113
nicola@nlkstrategies.ca

www.nlkstrategies.ca



INVOICE #	Contract #	DATE
200707	2020-109	2020-08-01

Attention: Holly Moulton
Ministry of Health
Office of the Deputy Minister
PO Box 9639, Stn Prov Govt
5th Floor - 1515 Blanchard Street
Victoria, BC V8W 9P1

Services

Strategic counsel provided from July 1 to July 31, 2020, including:

Strategic communications counsel and media relations support to
BC's Provincial Health Officer for communications and response
related to the COVID-19 pandemic
July 1-3, 5-10, 12-17, 20-24, 27-31

Fees

85.5 hours @	\$ 200.00	\$17,100.00	\$	17,100.00
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Disbursements / Other Charges

\$ -

Fees & Disbursements	\$	17,100.00
GST (5% on fees & disbursements)	\$	855.00

Balance Due	17,955.00
--------------------	------------------

GST # 767034713 RT0001

Payable due in 30 days. Please make cheques payable to NLK Strategies Inc.
238 West 17 Street, North Vancouver, BC V7M1V6
604.970.9113 / info@nlkstrategies.ca

Murray, Heather HLTH:EX

From: Perrin, Kathy L HLTH:EX
Sent: August 14, 2020 3:02 PM
To: Hlth Accounts Payable HLTH:EX
Cc: Murray, Heather HLTH:EX; Rae, Irene HLTH:EX; Nguyen, Tricia T HLTH:EX; Makay, Dominique HLTH:EX
Subject: NLK Strategies Inc. - 200707
Attachments: Inv# 200707.pdf

PO# 2020-109
Receipt# 64037

QR: Heather Murray

From: Makay, Dominique HLTH:EX <Dominique.Makay@gov.bc.ca>
Sent: August 14, 2020 2:44 PM
To: Perrin, Kathy L HLTH:EX <Kathy.Perrin@gov.bc.ca>
Cc: Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>; Rae, Irene HLTH:EX <Irene.Rae@gov.bc.ca>; Nguyen, Tricia T HLTH:EX <Tricia.Nguyen@gov.bc.ca>
Subject: FW: NLK Strategies Inc - Invoice 200707 (Contract 2020-109)

Another one for you.

From: Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>
Sent: August 14, 2020 2:24 PM
To: Makay, Dominique HLTH:EX <Dominique.Makay@gov.bc.ca>
Cc: Rae, Irene HLTH:EX <Irene.Rae@gov.bc.ca>
Subject: FW: NLK Strategies Inc - Invoice 200707 (Contract 2020-109)

Forwarding to you in Irene's absence. Thanks.

Sincerely,
Heather Murray | A/Senior Manager
Office of the Associate Deputy Minister's
Ministry of Health
Phone: 250.952.2879 | Cell: 250.415.5856

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From: Murray, Heather HLTH:EX
Sent: August 14, 2020 2:22 PM
To: Rae, Irene HLTH:EX <Irene.Rae@gov.bc.ca>
Cc: Gross, Steve HLTH:EX <Steve.Gross@gov.bc.ca>
Subject: NLK Strategies Inc - Invoice 200707 (Contract 2020-109)

Hello Irene,

Attached is the July invoice for NLK Strategies for processing/payment.

Thanks, Heather

Sincerely,

Heather Murray | A/Senior Manager

Office of the Associate Deputy Minister's

Ministry of Health

Phone: 250.952.2879 | Cell: 250.415.5856

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Murray, Heather HLTH:EX

From: McGuire, Janet W HLTH:EX
Sent: August 17, 2020 12:02 PM
To: Murray, Heather HLTH:EX
Subject: Approval Required: Mod 3 #2020-109 NLK Strategies Inc.

Hi Heather,

As discussed please approve on behalf of Holly Moulton this modification to allow for expenses to be paid.



Mod3 2020-109 CIS_Mod3
NLK Strategies I... 2020-109 NLK.d...

Following are my approval instructions as well.



Approved
Contract Modific...

When the modification is signed please make sure to forward a copy to Steve Gross and Kathy Perrin so they can pay the invoice. Thanks.

Janet McGuire
Contract Specialist, Contract Management
Ministry of Health
2 - 1515 Blanshard Street (near Pillar F7), Victoria BC, V8W 3C8
Tel: (250) 952-2030 / Email: janet.mcguire@gov.bc.ca / *(She/Her)*

I respectfully acknowledge –with gratitude– that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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Ministry of Health
Modification Agreement #3
General Services Agreement #2020-109

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
Office of the Deputy Minister
PO BOX 9639 STN PROV GOVT
5th Floor – 1515 Blanshard St
Victoria BC V8W 9P1
Email: holly.moulton@gov.bc.ca

AND:

NLK STRATEGIES (the "Contractor") with the following specified address:
238 West 17 Street
Vancouver BC V7M 1V6
Email: nicola@nlkstrategies.ca

BACKGROUND

- A. The parties entered into an agreement modification dated for reference February 4, 2020, and subsequently modified on March 3, 2020 and May 22, 2020, 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. Section 3 Expenses of Schedule B of the Agreement is changed to read:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from 238 West 17 Street in Vancouver, BC, on the same basis as the Province pays its Group II (currently at http://qwww.fin.gov.bc.ca/qws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf) employees when they are on travel status. s.13

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

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

SIGNED AND DELIVERED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:

Signature _____

Print Name _____

SIGNED AND DELIVERED on the ____ day of _____, 20__ by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature _____

Print Name _____

**CONTRACT INFORMATION SLIP FOR MODIFICATION**

- ☐ General Services Agreement (STOB 60/61/63)/
☐ Shared Cost Arrangement (STOB 80)

☐ Ministry of Health / ☐ Ministry of Mental Health & Addictions

ORIGINAL CONTRACT # 2020-109	MODIFICATION # 3 (e.g. 1, 2 OR 3)	CONTRACTOR NLK Strategies (Needs to match original contractor legal name, unless legal name change is being done)
DIVISION Associate DM Office	RESPONSIBILITY 66010	
PROGRAM AREA/BRANCH Associate DM Office	SERVICE LINE 44225	
PROGRAM AREA CONTACT Holly Moulton	STOB 60	
	PROJECT 6600000	

	CURRENT	AMOUNT OF CHANGE	NEW TOTAL (Leave blank if unchanged)
START DATE	February 4, 2020		
END DATE	March 31, 2021		
RATE			
FEES	\$149,900	-\$2,000 (for expenses)	\$147,900
EXPENSES	\$0	+\$2,000 (for expenses)	\$ 2,000 s.13
CONTRACT MAXIMUM	\$149,900	\$100,000	\$149,900

AMOUNTS FOR EACH FISCAL YEAR (IF MULTIPLE YEAR TERM):
FY 19/20 \$27,999; FY 20/21 \$121,901
(Only needed if increasing amount or crossing fiscal year where the budget is affected)

BACKGROUND: RATIONALE FOR MODIFICATION:
To allow for expenses charged in regards to BC's Public Health officer requiring additional media resources to respond to potential outbreak of the 2019-nCoV
(Why is this modification needed and what would happen if it was not approved?)

SUMMARY OF CHANGES TO DELIVERABLES, IF ANY:
[]

YES	N/A		YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	MODIFICATION IS NOW OVER \$100K, COST / BENEFIT JUSTIFICATION IS INCLUDED (N/A for direct awarded Shared Cost Arrangements)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CERTIFICATE OF INSURANCE (COI) IS STILL VALID, IF NOT A NEW COI HAS BEEN REQUESTED
<input type="checkbox"/>	<input checked="" type="checkbox"/>	THE SOLICITATION DOCUMENT (INCLUDING NOTICE OF INTENT) HAS BEEN REVIEWED AND THE INCREASE/EXTENSION IS ALLOWED	<input type="checkbox"/>	<input checked="" type="checkbox"/>	IF EXTENDED/RENEWED, IF APPLICABLE THE TAX VERIFICATION LETTER (TVL) IS STILL VALID OR A NEW TVL HAS BEEN REQUESTED

CONTRACT MANAGER

NAME: Heather Murray OBO Holly Moulton	PHONE NO: 250-952-2162
APPROVAL (via eApprovals)	DATE APPROVED: xxx

Approved Contract Modification Instructions

Important: All instructions must be read and followed (Revised July 20, 2020)

When you receive the final approved contract modification back through eApprovals, it is ready to be sent to the vendor. Accept all changes and lock the contract modification in a PDF file, or scan it to PDF, then email the contractor first for signing and then the Ministry can sign (must be the EA for the total value). **PLEASE NOTE:** The Ministry **MUST** hard sign. Electronic signatures are not permitted. **PLEASE NOTE:** Effective Mar 13, 2020 the Ministry has issued a temporary exemption regarding hard signatures. Electronic Signatures on Contracts/Modifications & Change Orders is now acceptable. Please see the attached email for information and instructions.



Temporary
Exception_ Electronic

Please note, the Exhibit 1, e.g. original signed contract and any modifications, should be attached as separate documents in the email being sent to the contractor. This way the contractor will only be required to print off the new modification to be signed. **The contractor must send back the entire contract modification (not just the signature page) so we know what they agreed to.**

If you are providing hardcopy originals for signature, send two copies (one for contractor and one for Ministry).

Make sure the BC COI is valid (not expired yet) and Contract Management has a valid copy of it, if not:

- For Schedule D – Insurance (if applicable): Complete Part 1 of a Certificate of Insurance Form FIN173
 - Please note that in Part 1: Name of Office is Ministry of Health, Agreement Identification No. is contract #
 - Instructions about the COI in regards to why it is required and what you need to check when you receive a completed one, is under "Insurance in Government Contracts" here.
 - More instructions for the Certificate of Insurance are here.

NOTE: As you must have a valid COI in your contract file, it is recommended to put a reminder in your calendar at least 30 days prior to the COI expiry date.

Effective Jan 1 2020: A tax verification letter (if applicable) will be required if your contract is extended or renewed and the total is \$100K or over. You will need to request this from the contractor and it must be received before the ministry signs. For more information go here. If you have questions please contact Contract Management **before** the Ministry signs anything.

Expense Authority: The Expense Authority who signs the contract on behalf of the Province must have the correct level of authority for the entire value of the contract; and must print their name and include the date they sign it.

Update the Process and Documentation Checklist (ADMINISTRATION, MONITORING AND EVALUATION PHASE section only). Update the latest version (July 20'20 here) unless items have not changed. You may have more than one checklist on file. If partially complete make notes in red, only check an item off when fully complete. The checklist(s) must be kept in the contract file as per Directive 10 and clearly demonstrate where the contract is in its lifecycle to support the contract. The checklist includes:

- the requirement of a contract commitment summary record (or equivalent, e.g. PO Detail Report from CAS) which must be maintained for all service contracts which have multiple payments; and
- the requirement that you must show evidence of receiving deliverables and reports in Schedule A, e.g. if reports are required the email from the contractor is kept in the contract file.

Send Contract Management (by email to HLTH.ContractManagement@gov.bc.ca):

- An electronic copy of the signed contract modification;

- The final history from e-Approvals (to save e-App history open the item, click on the printer icon top right corner, click Ctrl + P and select "Adobe PDF");
- An updated Process and Documentation Checklist, read section above;
- the new Certificate of Insurance (if applicable); and
- a valid tax verification letter (if applicable).

Important: Send immediately after contract is signed as this information is captured in reports we must issue, e.g. for FOI requests we receive.

Reminder re Changes to Key Personnel and/or Subcontractors can be done by email:

If your GSA or modification includes a clause to this effect (see GSA with writing tips in Schedule A and Schedule C for clause), you **must** send a copy of those emails to HLTH.ContractManagement@gov.bc.ca. This way we can update our Access database where we run reports from.

Close eApproval Item: Remember to close the item after saving all the documents including the eApproval history in your contract file.

Monitoring Contractor's Performance:

Reminder: use the following to ensure timely and consistent monitoring of the contractor's performance is done as the assignment progresses in accordance with the terms and conditions of the contract 6.3.6.c.2.



Interim Monitoring
Report.docx

If Option to Extend Contract Again: Start the process at least 3 months prior to contract expiring; recommend putting a reminder in your calendar.

Post Completion Evaluations: Required after the contract has ended to provide a record of the contractor's performance and to assist in future contracting activity (CPPM 6.3.6 (c) 3 and Ministry Directive 10)

Murray, Heather HLTH:EX

From: HLTH Contract Management HLTH:EX
Sent: August 18, 2020 4:02 PM
To: Murray, Heather HLTH:EX; McGuire, Janet W HLTH:EX
Subject: RE: Approval Required: Mod 3 #2020-109 NLK Strategies Inc.

As discussed, I added the signature date for Peter 😊



Signed Mod3
2020-109.pdf

Teresa O'Keefe

Procurement & Contract Analyst
Contract Management
Ministry of Health
Finance & Decision Support Branch
PO Box 9647 STN PROV GOVT
2nd Floor - 1515 Blanshard Street
Victoria BC, V8W 9P4
Tel: (250) 952-1907 Fax: (250) 952-2090
Email: Teresa.O'Keefe@gov.bc.ca or Hlth.contractmanagement@gov.bc.ca

Be Kind, Be Calm, Be Safe 😊 -Dr. Bonnie Henry

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From: Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>
Sent: August 18, 2020 2:49 PM
To: McGuire, Janet W HLTH:EX <Janet.McGuire@gov.bc.ca>
Subject: FW: Approval Required: Mod 3 #2020-109 NLK Strategies Inc.

<< File: GSA 2020 109 Modification NLK Strategies (signed).pdf >>
Hello Janet,

Please find attached the signed Modification #3 document.

Thank you for your help as always!

Sincerely,

Heather Murray | A/Senior Manager
Office of the Associate Deputy Minister's
Ministry of Health
Phone: 250.952.2879 | Cell: 250.415.5856

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Sent: August 17, 2020 12:02 PM
To: Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>
Subject: Approval Required: Mod 3 #2020-109 NLK Strategies Inc.

Hi Heather,

As discussed please approve on behalf of Holly Moulton this modification to allow for expenses to be paid.

<< File: Mod3 2020-109 NLK Strategies Inc Contract.docx >> << File: CIS_Mod3 2020-109 NLK.docx >>

Following are my approval instructions as well.

<< File: Approved Contract Modification Instructions (July 20 2020).docx >>

When the modification is signed please make sure to forward a copy to Steve Gross and Kathy Perrin so they can pay the invoice. Thanks.

Janet McGuire
Contract Specialist, Contract Management
Ministry of Health
2 - 1515 Blanshard Street (near Pillar F7), Victoria BC, V8W 3C8
Tel: (250) 952-2030 / Email: janet.mcguire@gov.bc.ca / (*She/Her*)

I respectfully acknowledge –with gratitude– that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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



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
Office of the Deputy Minister
PO BOX 9639 STN PROV GOVT
5th Floor – 1515 Blanshard St
Victoria BC V8W 9P1
Email: holly.moulton@gov.bc.ca

AND:

NLK STRATEGIES (the "Contractor") with the following specified address:

238 West 17 Street
Vancouver BC V7M 1V6
Email: nicola@nlkstrategies.ca

BACKGROUND

- A. The parties entered into an agreement modification dated for reference February 4, 2020, and subsequently modified on March 3, 2020 and May 22, 2020, 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. Section 3 Expenses of Schedule B of the Agreement is changed to read:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from 238 West 17 Street in Vancouver, BC, on the same basis as the Province pays its Group II (currently at http://gww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf) employees when they are on travel status.

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

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

SIGNED AND DELIVERED on the 18 day of August, 2020 on behalf of the Province by its duly authorized representative:

Signature 

Print Name PETER POKORNY

SIGNED AND DELIVERED on the ____ day of _____, 20____ by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature 

Print Name _____

Nicola Lambrechts

18 August 20

Murray, Heather HLTH:EX

From: Murray, Heather HLTH:EX
Sent: August 18, 2020 3:09 PM
To: Perrin, Kathy L HLTH:EX; Rae, Irene HLTH:EX
Cc: Gross, Steve HLTH:EX
Subject: FW: Approval Required: Mod 3 #2020-109 NLK Strategies Inc.

FYI – attached is the signed modification #3 for expenses to be included. Thanks, Heather

Sincerely,

Heather Murray | A/Senior Manager
Office of the Associate Deputy Minister's
Ministry of Health
Phone: 250.952.2879 | Cell: 250.415.5856

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From: Murray, Heather HLTH:EX
Sent: August 18, 2020 2:49 PM
To: McGuire, Janet W HLTH:EX <Janet.McGuire@gov.bc.ca>
Subject: FW: Approval Required: Mod 3 #2020-109 NLK Strategies Inc.



GSA 2020 109
Modification NL...

Hello Janet,

Please find attached the signed Modification #3 document.

Thank you for your help as always!

Sincerely,

Heather Murray | A/Senior Manager
Office of the Associate Deputy Minister's
Ministry of Health
Phone: 250.952.2879 | Cell: 250.415.5856

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From: McGuire, Janet W HLTH:EX <Janet.McGuire@gov.bc.ca>
Sent: August 17, 2020 12:02 PM

To: Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>
Subject: Approval Required: Mod 3 #2020-109 NLK Strategies Inc.

Hi Heather,

As discussed please approve on behalf of Holly Moulton this modification to allow for expenses to be paid.



Mod3 2020-109



CIS_Mod3

NLK Strategies I... 2020-109 NLK.d...

Following are my approval instructions as well.



Approved
Contract Modific...

When the modification is signed please make sure to forward a copy to Steve Gross and Kathy Perrin so they can pay the invoice. Thanks.

Janet McGuire
Contract Specialist, Contract Management
Ministry of Health
2 - 1515 Blanshard Street (near Pillar F7), Victoria BC, V8W 3C8
Tel: (250) 952-2030 / Email: janet.mcguire@gov.bc.ca / (*She/Her*)

I respectfully acknowledge—with gratitude—that I live, work and play on the traditional lands of the Lkwungen speaking peoples of the Esquimalt and Songhees First Nations

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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:

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Email: holly.moulton@gov.bc.ca

AND:

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238 West 17 Street
Vancouver BC V7M 1V6
Email: nicola@nlkstrategies.ca

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- B. The Parties have agreed to modify the Agreement.

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

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

SIGNED AND DELIVERED on the _____ day of _____, 20____ on behalf of the Province by its duly authorized representative:

Signature 

Print Name PETER POKORNY

SIGNED AND DELIVERED on the 18 day of August, 2020 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature 

Print Name Nicola Lambrechts

Murray, Heather HLTH:EX

From: Nicola Lambrechts <nicola@nlkstrategies.ca>
Sent: August 18, 2020 2:36 PM
To: Murray, Heather HLTH:EX
Cc: Moulton, Holly HLTH:EX
Subject: Re: NLK July Invoice
Attachments: GSA 2020 109 Modification NLK Strategies (signed).pdf

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

Hi Heather - Thanks for the note. Attached please find the signed form.

Thanks,
Nicola

On Aug 18, 2020, at 9:33 AM, Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca> wrote:

Hello Nicola,

To allow us to reimburse you for travel and meal expenses occurred in June, our contract management department has prepared 'Modification #3' attached and for your signature.

Once signed, please return back to my attention for processing through our Accounts department.

Thank you, Heather

Sincerely,
Heather Murray | A/Senior Manager
Office of the Associate Deputy Minister's
Ministry of Health
Phone: 250.952.2879 | Cell: 250.415.5856

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From: Nicola Lambrechts <nicola@nlkstrategies.ca>
Sent: August 4, 2020 8:21 PM
To: Moulton, Holly HLTH:EX <Holly.Moulton@gov.bc.ca>; Murray, Heather HLTH:EX <Heather.Murray@gov.bc.ca>
Subject: NLK July Invoice

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

Hello Holly & Heather

I hope you are both well. Attached please find the NLK invoice for July 2020.

Thank you,

Nicola

Nicola Lambrechts
NLK Strategies
604.970.9113
nicola@nlkstrategies.ca

www.nlkstrategies.ca

<GSA 2020 109 Modification NLK Strategies.pdf><NLK Strategies Inc Contract Modification Final Mar 2020.pdf>

Nicola Lambrechts
NLK Strategies
604.970.9113
nicola@nlkstrategies.ca

www.nlkstrategies.ca



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:

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

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

SIGNED AND DELIVERED on the ____ day of _____, 20____ on behalf of the Province by its duly authorized representative:

Signature 

Print Name PETER POKORNY

SIGNED AND DELIVERED on the ____ day of _____, 20____ by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature _____

Print Name _____



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:

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PO BOX 9639 STN PROV GOVT
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Email: nicola@nlkstrategies.ca

BACKGROUND

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- B. The Parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

1. The Term section of Schedule A currently expires on March 4, 2020 and is now extended from March 5, 2020 to March 31, 2021.
2. The Maximum Amount section of Schedule B of the Agreement is increased by \$41,900.00 from \$8,000.00 to \$49,900.00.
3. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 3 day of March, 2020 on behalf of the Province by its duly authorized representative:

Signature

Print Name

SIGNED AND DELIVERED on the 3 day of March, 2020 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature

Print Name

Nicola Lambrechts

GENERAL SERVICE AGREEMENT



<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.:</i> <u>2020-109</u> <i>Requisition No.:</i> _____ <i>Solicitation No.(if applicable):</i> _____ <i>Commodity Code:</i> _____	<i>Financial Information</i> <i>Client:</i> 026 <i>Responsibility Centre:</i> 66010 <i>Service Line:</i> 44225 <i>STOB:</i> 60 <i>Project:</i> 66000000
<i>Contractor Information</i> <i>Supplier Name:</i> NLK Strategies Inc <i>Supplier No.:</i> _____ <i>Telephone No.:</i> (604) 970 9113 <i>E-mail Address:</i> nicola@NLKstrategies.ca <i>Website:</i> _____	<i>Template version:</i> January 2, 2020

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SCHEDULE A – SERVICES

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

SCHEDULE B – FEES AND EXPENSES

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

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 4TH day of February 2020.

BETWEEN:

NLK STRATEGIES (the "Contractor") with the following specified address:
238 West 17 Street
Vancouver
BC V7M 1V6
Email: nicola@nlkstrategies.ca

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
Office of the Deputy Minister
PO BOX 9639 STN PROV GOVT
5th floor – 1515 Blanshard St
Victoria BC V8W 9P1
Email: holly.moulton@gov.bc.ca

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

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

Insurance

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

Workers compensation

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

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:

- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
- (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and

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

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

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

Change of address or fax number

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

Assignment

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

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

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

Independent contractor

13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

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

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

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

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

Tax Verification

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

Governing law

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

14 INTERPRETATION

14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

SIGNED on the 4 day of
February, 2020 by the Contractor (or, if
not an individual, on its behalf by its
authorized signatory or signatories):



Signature(s)

Nicola Lambrechts

Print Name(s)

President

Print Title(s)

SIGNED on the 4th day of
February, 2020 on behalf of the Province by
its duly authorized representative:



Signature

Peter Pokorny

Print Name

Associate Deputy Minister

Print Title

Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on February 4, 2020 and ends on March 4, 2020.
2. The term may be extended upon mutual agreement by both parties.

PART 2. SERVICES:

The Contractor will provide strategic communications counsel and media relations support to BC's Provincial Health Officer and team for the communications response and management related to the 2019-nCoV outbreak and potential impacts in British Columbia.

Outputs

The Contractor must assist BC's Public Health Officer and team with media relations, issues management, strategy, writing and messaging related to the 2019-nCoV outbreak.

Inputs

The Contractor must:

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

The Province must:

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

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Communications and strategy relating to the 2019-nCoV outbreak will be effectively discussed and prepared.

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

Reporting requirements

Communications material to be provided as and when needed by the Public Health Officer.

PART 3. RELATED DOCUMENTATION:

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

Not Applicable

PART 4. KEY PERSONNEL:

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

- (a) Nicola Lambrechts

(b) Katya Irwin

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$8,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$200 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

None

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period.
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

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

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

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

Schedule E – Privacy Protection Schedule

Not applicable

Schedule F – Additional Terms

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

Schedule G – Security Schedule

Not Applicable

Schedule H – Tax Verification Schedule

Not applicable

Moulton, Holly HLTH:EX

From: Nicola Lambrechts <nicola@nlkstrategies.ca>
Sent: August 4, 2020 8:21 PM
To: Moulton, Holly HLTH:EX; Murray, Heather HLTH:EX
Subject: NLK July Invoice
Attachments: PHO NLK Strategies - July 2020.pdf

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

Hello Holly & Heather

I hope you are both well. Attached please find the NLK invoice for July 2020.

Thank you,

Nicola

Nicola Lambrechts
NLK Strategies
604.970.9113
nicola@nlkstrategies.ca

www.nlkstrategies.ca



INVOICE #	Contract #	DATE
200707	2020-109	2020-08-01

Attention: Holly Moulton
Ministry of Health
Office of the Deputy Minister
PO Box 9639, Stn Prov Govt
5th Floor - 1515 Blanchard Street
Victoria, BC V8W 9P1

Services

Strategic counsel provided from July 1 to July 31, 2020, including:

Strategic communications counsel and media relations support to
BC's Provincial Health Officer for communications and response
related to the COVID-19 pandemic
July 1-3, 5-10, 12-17, 20-24, 27-31

Fees

85.5 hours @	\$ 200.00	\$17,100.00	
			\$ 17,100.00

Disbursements / Other Charges

	\$	-
Fees & Disbursements	\$	17,100.00
GST (5% on fees & disbursements)	\$	855.00

Balance Due	17,955.00
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GST # 767034713 RT0001
Payable due in 30 days. Please make cheques payable to NLK Strategies Inc.
238 West 17 Street, North Vancouver, BC V7M1V6
604.970.9113 / info@nlkstrategies.ca