



**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  
5<sup>th</sup> Floor – 1515 Blanshard St  
Victoria BC V8W 9P1  
Email: [holly.moulton@gov.bc.ca](mailto: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](mailto: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, May 22, 2020 and August 18, 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. The Maximum Amount Payable in Schedule B of the Agreement is increased by \$45,000 from \$149,900.00 to \$194,900.
2. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 3<sup>rd</sup> day of November, 2020 on behalf of the Province by its duly authorized representative:

Signature 

Print Name Peter Pokorny

SIGNED AND DELIVERED on the 1 day of November, 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

**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  
5<sup>th</sup> 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](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 Lambrechtis

20

August

18



**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  
5<sup>th</sup> 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, 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 Maximum Amount section of Modification Agreement #1, Schedule B of the Agreement is increased by \$100,000.00 from \$49,900.00 to \$149,900.00.
- 2. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 22 day of May, 2020 on behalf of the Province by its duly authorized representative:

Signature [Signature]

Print Name Peter Pokorny

SIGNED AND DELIVERED on the 21 day of May, 2020 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature [Signature]

Print Name NICOLA LAMBRECHTS





**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  
5<sup>th</sup> 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 dated for reference February 4, 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. 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

Peter Pokorny

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

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**SCHEDULE A – SERVICES**

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- Part 2 - Services**
- Part 3 - Related Documentation**
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**SCHEDULE B – FEES AND EXPENSES**

- Part 1 - Maximum Amount Payable**
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**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 4<sup>TH</sup> day of February 2020.

BETWEEN:

NLK STRATEGIES INC. (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  
5<sup>th</sup> 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:

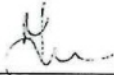
- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means 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)

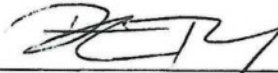
Nicola Lambrechts

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

President

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

SIGNED on the 4<sup>th</sup> 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 contactors 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



INVOICE #	Contract #	DATE
200210	2020-109	2020-03-02

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 February 4 to 29, 2020, including:

Strategic communications counsel and media relations support to  
BC's Provincial Health Officer for communications and response  
related to the COVID-19 outbreak

February - 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 18, 19, 20, 21, 23, 24, 25, 26, 27, 28, 29

#### Fees

40 hours @	\$ 200.00	\$ 8,000.00	
			\$ 8,000.00

#### Disbursements / Other Charges

\$ -

Fees & Disbursements	\$ 8,000.00
GST (5% on fees & disbursements)	\$ 400.00

**Balance Due 8,400.00**

MINISTRY OF HEALTH			
SUPPLIER #		SITE	
CAS COMMITMENT #		LINE # 026	
RESP 66010	SERVICE LINE 44225	STOB 600	
PROJECT #		AMOUNT 88,400.00	
PO # CONTRACT # 2020-109		CLIENT 026	
GOODS / SERVICES RECEIVED BY		DATE March 5/20	
CERTIFIED CORRECT PURSUANT TO SECTIONS 32 & 33 OF THE FINANCIAL ADMINISTRATION ACT & RELATED POLICIES			
MINISTRY SPENDING		DATE March 5/20	
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





INVOICE #	Contract #	DATE
200308	2020-109	2020-03-02

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 March 2 to 26, 2020, including:

Strategic communications counsel and media relations support to  
BC's Provincial Health Officer for communications and response  
related to the COVID-19 outbreak

March 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26

#### Fees


131 hours @	\$ 200.00	\$26,200.00	\$	26,200.00
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#### Disbursements / Other Charges

Parking	\$ 223.62			
(see attached receipts)			\$	223.62

Fees & Disbursements	\$	26,423.62
GST (5% on fees & disbursements)	\$	1,321.18

Balance Due	27,744.80
-------------	-----------

 Holly Moulton  
Apr. 1 1, 2020

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

777 HORNBY ST VANCOUVER  
GST#814409538RT0001  
Incl. Translink Tax/G.S.T

EXIT 1A 05/02/20 10:11  
Receipt 040381

Short-term parking tkt  
UPLVL - No. s.22  
05/02/20 07:29  
05/02/20 10:11  
Period 0d2h43'  
(TLTGST) \$12.00

Net total \$12.00  
V.A.T. \$3.62

Gross total \$15.62

Payment  
Type: PURCHASE \$515.62  
VISA CREDIT  
CARD: \*\*\*\*\* s.22  
REF: 664611220014550050C  
AUTH #: 044281  
A0000000031010  
0080008000 F800  
VERIFIED BY PIN  
01 APPROVED-THANK YOU 027

Net total \$12.00  
TLT 24% \$2.88  
GST 5% \$0.74

INSERT  
THIS END UP

TERMINAL CITY CLUB  
RECEIPT A2  
IN: 04.02.20 11:05  
OUT: 04.02.20 17:11  
GST No. 119320513  
\*\*\*\*\* s.22  
VISA: \$25.00  
Au044871-002000011  
APPROVED  
\*Retain this copy\*

## Canada Place Parkade

999 Canada Place  
Vancouver BC, V6C 3C1

Pay Station Number: 5  
Entered: 02/14/2020 11:32  
Exited: 02/14/2020 13:44  
Ticket Number: 2253  
Transaction Number: 76027  
Rate: A  
Parking Fee: \$20.00

Total Fee: \$20.00  
Fee Paid: \$20.00  
Visa  
XXXXXXXXXXXX s.22  
Approval Number: 090451

Thank you for visiting  
Canada Place  
Above amount includes 5% GST  
GST# 120986098RT0005

### Canada Place Parkade

888 Canada Place  
Vancouver BC, V6C 3C1

Pay Station Number: 1  
Entered: 03/07/2020 08:49  
Exited: 03/07/2020 11:02  
Ticket Number: 10225  
Transaction Number: 81225  
Rate: A  
Parking Fee: \$20.00

---

Total Fee: \$20.00  
Fee Paid: \$20.00  
Visa  
XXXXXXXXXXXX s.22  
Approval Number: 081751

Thank you for visiting  
Canada Place  
Above amount includes 5% GST  
GST# 120996086R10005

### Canada Place Parkade

888 Canada Place  
Vancouver BC, V6C 3C1

Pay Station Number: 1  
Entered: 03/08/2020 07:52  
Exited: 03/08/2020 16:12  
Ticket Number: 45029  
Transaction Number: 81126  
Rate: A  
Parking Fee: \$19.00

---

Total Fee: \$19.00  
Fee Paid: \$19.00  
Visa  
XXXXXXXXXXXX s.22  
Approval Number: 087231

Thank you for visiting  
Canada Place  
Above amount includes 5% GST  
GST# 120996086R10005

### Canada Place Parkade

888 Canada Place  
Vancouver BC, V6C 3C1

Pay Station Number: 1  
Entered: 03/13/2020 13:28  
Exited: 03/13/2020 17:13  
Ticket Number: 11788  
Transaction Number: 81456  
Rate: A  
Parking Fee: \$23.00

---

Total Fee: \$23.00  
Fee Paid: \$23.00  
Visa  
XXXXXXXXXXXX s.22  
Approval Number: 045351

Thank you for visiting  
Canada Place  
Above amount includes 5% GST  
GST# 120996086R10005



### Canada Place Parkade

999 Canada Place  
Vancouver BC, V6C 3C1

Pay Station Number: 1  
Entered: 03/21/2020 10:01  
Exited: 03/21/2020 13:49  
Ticket Number: 12557  
Transaction Number: 81573  
Rate: A  
Parking Fee: \$23.00

Total Fee: \$23.00  
Fee Paid: \$23.00  
Visa

XXXXXXXXXXXX s.22  
Approval Number: 007001

Thank you for visiting  
Canada Place  
Above amount includes 5% GST  
GST# 1

### Canada Place Parkade

999 Canada Place  
Vancouver BC, V6C 3C1

Pay Station Number: 1  
Entered: 03/19/2020 12:28  
Exited: 03/19/2020 19:49  
Ticket Number: 12442  
Transaction Number: 81555  
Rate: A  
Parking Fee: \$32.00

Total Fee: \$32.00  
Fee Paid: \$40.00  
Change: \$8.00

Thank you for visiting  
Canada Place  
Above amount includes 5% GST  
GST# 120996095R10005

### Canada Place Parkade

999 Canada Place  
Vancouver BC, V6C 3C1

Pay Station Number: 1  
Entered: 03/20/2020 12:02  
Exited: 03/20/2020 16:33  
Ticket Number: 12512  
Transaction Number: 81565  
Rate: A  
Parking Fee: \$23.00

Total Fee: \$23.00  
Fee Paid: \$23.00  
Visa

XXXXXXXXXXXX s.22  
Approval Number: 052931

Thank you for visiting  
Canada Place  
Above amount includes 5% GST  
GST# 120996095R10005

### Canada Place Parkade

999 Canada Place  
Vancouver BC, V6C 3C1

Pay Station Number: 1  
Entered: 03/14/2020 10:24  
Exited: 03/14/2020 13:41  
Ticket Number: 11594  
Transaction Number: 81474  
Rate: A  
Parking Fee: \$23.00

Total Fee: \$23.00  
Fee Paid: \$23.00  
Visa  
XXXXXXXXXXXX s.22  
Approval Number: 056601

Thank you for visiting  
Canada Place  
Above amount includes 5% GST  
GST# 120996095R10005



INVOICE #	Contract #	DATE
200408	2020-109	2020-05-02

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 March 27 to April 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 outbreak

March 27, 28, 30, 31

April 1-4, 6-11, 13-18, 20-25, 27-30

#### Fees

112 hours @	\$ 200.00	\$22,400.00	
			\$ 22,400.00

#### Disbursements / Other Charges

\$ -

Fees & Disbursements	\$ 22,400.00
GST (5% on fees & disbursements)	\$ 1,120.00

**Balance Due 23,520.00**

MINISTRY OF HEALTH			
SUPPLIER #		SITE	
CAS COMMITMENT #		LINE #	
		026	
RESP	SERVICE LINE	STOB	
66010	44225	60	
PROJECT #		AMOUNT	
		23,520.00	
PO # CONTRACT # GFAB		CLIENT	
2020-109		026	
GOODS / SERVICES RECEIVED BY			
DATE: May 6, 2020			
DATE: May 7, 2020			
MINISTRY SPENDING 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



INVOICE #	Contract #	DATE
200508	2020-109	2020-06-01

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 May 1 to May 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 outbreak  
May 1-2, 4-9, 11-16, 18-23, 25-30

### Fees

116 hours @	\$ 200.00	\$23,200.00	
			\$ 23,200.00

### Disbursements / Other Charges

\$ -

Fees & Disbursements	\$ 23,200.00
GST (5% on fees & disbursements)	\$ 1,160.00

**Balance Due 24,360.00**

MINISTRY OF HEALTH			
SUPPLIER #		SITE	
CASH COMMITMENT #		LINE #	
RESP	SERVICE LINE	STOP	
60010	44225	60	
PROJECT #		AMOUNT	
PC # CONTRACT # GFA #		CREDIT	
2020-109		026	
GOODS SERVICES RECEIVED BY			
DATE June 2, 2020			
CERTIFIED CORRECT PURSUANT TO SECTIONS 32 & 33 OF THE FINANCIAL ADMINISTRATION ACT & RELATED POLICIES			
DATE June 2/20			
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





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**

MINISTRY OF HEALTH			
SUPPLIER #		SITE	
CAS COMMITMENT #		LINE # 0016	
RESP 66010	SERVICE LINE 44225	STOB 600	
PROJECT #		AMOUNT 16,688.99	
PO # CONTRACT # GFA# 0020-109 mod #2		CLIENT 026	
GOODS / SERVICES RECEIVED BY <i>[Signature]</i>			
DATE July 8, 2020			
CERTIFIED CORRECT PURSUANT TO SECTIONS 32 & 33 OF THE FINANCIAL ADMINISTRATION ACT & RELATED POLICIES			
DATE July 9/20			
MINISTRY SPENDING / CERTIFICATIONS AUTHORITY SIGNATURE <i>[Signature]</i>			

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  
XXXXXXXXXXXX s.22  
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 18:19  
Ticket Number: 15954  
Transaction Number: 82243  
Rate: A  
Parking Fee: \$23.00

Total Fee: \$23.00  
Fee Paid: \$23.00  
Visa  
XXXXXXXXXXXX s.22  
Approval Number: 043021

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

Lunch provided for:  
Minister Dix, Dr. B. Henry,  
Laurie 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  
XXXXXXXXXXXX s.22

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

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



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

MINISTRY OF HEALTH			
SUPPLIER #		SITE	
CAS COMMITMENT #		LINE # 026	
RESP 66010	SERVICE LINE 44225	STOB 60	
PROJECT #		AMOUNT 17,100.00	
PO # / CONTRACT # / GFAR 2020-109 mod. #2		CLIENT 026	
GOODS / SERVICES RECEIVED BY [Signature]		DATE Aug 14/20	
CERTIFIED CORRECT PURSUANT TO SECTIONS 32 & 33 OF THE FINANCIAL ADMINISTRATION ACT & RELATED POLICIES [Signature]		DATE Aug 14/20	
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



**NLK Strategies**  
**Activities and Time Incurred**  
**July 2020**  
**Total Hours: 85.5 hours**

Date	Hours	Activities
01-Jul	1	Coordinate interviews with CNN & CBC National, provide backgrounder briefing to DBH
02-Jul	4	Daily communications check-in with PHO, GCPE Health, draft daily media statement, draft talking points for DBH, prepare for and monitor daily media availability, draft speaking notes for Seaspans event
03-Jul	5.5	Communications support for DBH for Seaspans event, liaise with Gastown Association on mural exhibit, meeting with DBH – in Vancouver
05-Jul	0.5	Call with DBH, draft speaking notes for FNHA media event
06-Jul	5	Daily communications check-in with PHO, GCPE Health, draft daily media statement, draft talking points for DBH, prepare for and monitor daily media availability, respond to media inquiries
07-Jul	4	Daily communications check-in with PHO, GCPE Health, draft daily media statement, coordinate interview requests/respond to media inquiries, edit opinion-editorial, coordinate appearance requests with PHO team
08-Jul	3	Daily communications check-in with PHO, GCPE Health, draft daily media statement, coordinate interview requests/respond to media inquiries
09-Jul	3.5	Daily communications check-in with PHO, GCPE Health, draft daily media statement, draft talking points for DBH, prepare for and monitor daily media availability, respond to media inquiries
10-Jul	2	Daily communications check-in with PHO, GCPE Health, draft daily media statement
12-Jul	0.5	Monitor media on emerging Interior outbreaks
13-Jul	3	Daily communications check-in with PHO, GCPE Health, draft daily media statement, draft talking points for DBH

Date	Hours	Activities
14-Jul	4.5	Daily communications check-in with PHO, GCPE Health, draft daily media statement, prepare for and monitor daily media availability, respond to media inquiries, participate in UN Session
15-Jul	4	Daily communications check-in with PHO, GCPE Health, draft daily media statement, coordinate interview requests/respond to media inquiries, draft scripts for upcoming video recordings
16-Jul	4	Daily communications check-in with PHO, GCPE Health, draft daily media statement, draft talking points for DBH, prepare for and monitor daily media availability, respond to media inquiries on COVID-19 and opioid issues
17-Jul	2	Daily communications check-in with PHO, GCPE Health, draft daily media statement, coordinate interview requests/respond to media inquiries
20-Jul	5.5	Daily communications check-in with PHO, GCPE Health, draft daily media statement, draft talking points for DBH, prepare for and monitor daily media availability, respond to media inquiries, onsite support
21-Jul	5	Daily communications check-in with PHO, GCPE Health, draft daily media statement, coordinate interview requests/respond to media inquiries, respond to and review communications for appearance requests, call with YWCA
22-Jul	4	Daily communications check-in with PHO, GCPE Health, draft daily media statement, draft talking points for DBH, prepare for and monitor daily media availability, respond to media inquiries, media inquiries, call with behaviour scientists on messaging
23-Jul	3	Daily communications check-in with PHO, GCPE Health, draft daily media statement, coordinate interview requests/respond to media inquiries and appearance requests
24-Jul	3	Daily communications check-in with PHO, GCPE Health, draft daily media statement, draft talking points for YWCA
27-Jul	5	Daily communications check-in with PHO, GCPE Health, draft daily media statement, draft talking points for DBH, prepare for and monitor daily media availability, respond to media inquiries, review appearance requests with DBH, draft video scripts
28-Jul	4	Daily communications check-in with PHO, GCPE Health, draft daily media statement, coordinate interview requests/respond to media inquiries, draft remarks and review materials for Education announcement, respond to and review communications for appearance requests
29-Jul	3	Daily communications check-in with PHO, GCPE Health, draft daily media statement, coordinate interview requests/respond to media inquiries and appearance requests

Date	Hours	Activities
30-Jul	4.5	Daily communications check-in with PHO, GCPE Health, draft daily media statement, draft talking points for DBH, prepare for and monitor daily media availability, respond to media inquiries, call with YWCA, edits to opioid letter
31-Jul	2	Daily communications check-in with PHO, GCPE Health, coordinate interview requests
	85.5	





INVOICE #	Contract #	DATE
200807	2020-109	2020-09-01

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 August 1 to August 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

August 4-7, Aug 10, Aug 15-21, Aug 24-28, Aug 31

#### Fees

52 hours @	\$ 200.00	\$10,400.00	
			\$ 10,400.00

#### Disbursements / Other Charges

\$ -

Fees & Disbursements	\$ 10,400.00
GST (5% on fees & disbursements)	\$ 520.00

**Balance Due 10,920.00**

MINISTRY OF HEALTH			
SUPPLIER #		SITE	
CAS COMMITMENT #		LINE #	
		026	
RESP	SERVICE LINE	STOB	
180010	44225	60	
PROJECT #		AMOUNT	
		10,400.00	
PO # / CONTRACT #		GFA #	CLIENT
2020-109		mult3	026
GOODS / SERVICES RECEIVED BY (H. Moulton)			
DATE 8/9/20			
CERTIFIED CORRECT PURSUANT TO SECTIONS 32 & 33 OF THE FINANCIAL ADMINISTRATION ACT & RELATED POLICIES (P. Polomy)			
DATE Sept 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





INVOICE #	Contract #	DATE
200906	2020-109	2020-10-01

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 in September 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

September 1-4, Sept 8-11, Sept 14-18, Sept 21-25, Sept 28-30

#### Fees

68.5 hours @	\$ 200.00	\$13,700.00	
			\$ 13,700.00

#### Disbursements / Other Charges

\$ -

Fees & Disbursements	\$ 13,700.00
GST (5% on fees & disbursements)	\$ 685.00

**Balance Due 14,385.00**

<b>MINISTRY OF HEALTH</b>			
SUPPLIER #		SITE	
CAB COMMITMENT #		LINE # 026	
RESP 66010	SERVICE LINE 44225	STOB 60	
PROJECT #		AMOUNT 13,700.00	
PO # 0220-109-mod-3	CONTRACT # GFA#	CLIENT 026	
GOODS / SERVICES RECEIVED BY: (H. Moulton)			
DATE			
CERTIFIED CORRECT PURSUANT TO SECTIONS 32 & 33 OF THE FINANCIAL ADMINISTRATION ACT & RELATED POLICIES			
DATE: 05/14/20			
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



INVOICE #	Contract #	DATE
201007	2020-109	2020-11-01

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 in October 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  
October 1-2, Oct 5-9, Oct 13-16, Oct 19-23, Oct 25-30

#### Fees

67 hours @	\$ 200.00	\$13,400.00	
			\$ 13,400.00

#### Disbursements / Other Charges

\$ -

Fees & Disbursements	\$ 13,400.00
GST (5% on fees & disbursements)	\$ 670.00

**Balance Due 14,070.00**

MINISTRY OF HEALTH			
SUPPLIER #		SITE	
CAS COMMITMENT #		LINE #	
RESP 66010	SERVICE LINE 44225	STOB 60	
PROJECT #		AMOUNT	
PO # 2020-109	CONTRACT Mod #4	GFA#	CLIENT 026
GOODS / SERVICES RECEIVED BY <i>[Signature]</i>			
DATE Nov 6, 2020			
CERTIFIED CORRECT PURSUANT TO SECTIONS 32 & 33 OF THE FINANCIAL ADMINISTRATION ACT & RELATED POLICIES <i>[Signature]</i>			
DATE Nov 6 / 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



## DIRECT AWARD JUSTIFICATION

☒ STOB 60: General Services Agreement

☐ STOB 80: Shared Cost Arrangement

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

(Check off which Ministry this pertains to)

Contracts for services may be negotiated and directly awarded without competitive process where one of the following exceptional conditions applies:

Check the Policy that applies to the contract and provide a justification for the direct award. The justification must be kept on file.

CONTRACTOR NAME: NLK Strategies Inc

TOTAL CONTRACT: \$8,000

TYPE OF SERVICE: Strategic Communications

CONTRACT TERM: February 4, 2020 to March 4, 2020

	POLICY RE: DIRECT AWARDS	JUSTIFICATION/EXPLANATION
<input type="checkbox"/>	Service has an estimated value of less than \$5,000 and is not cost effective or reasonable to tender (Internal Ministry Policy)	
<input type="checkbox"/>	The contract is with another government organization (CPPM 6.3.3 (a) 1.) <b>NOTE:</b> Universities and other organizations in the Government Reporting Entity (GRE) being considered as "another government organization" as a justification for a direct award will no longer be accepted without proof from the program area that the services can only be delivered by the particular university (or other GRE organization) and that they are not commercially available.	
<input type="checkbox"/>	The ministry can <u>strictly prove</u> that only one contractor is qualified, or is available, to provide the service (CPPM 6.3.3 (a) 1.)	
<input checked="" type="checkbox"/>	An unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process (an urgent time frame due to inadequate planning (e.g. not allowing sufficient time to tender a new or renewed contract) is not considered justification for a Direct Contract) (CPPM 6.3.3.(a) 1.)	BC's Public Health Officer requires additional media resources to respond to potential outbreak of the 2019-nCoV.

<input type="checkbox"/>	A competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health. (CPPM 6.3.3. (a) 1.)	
<input type="checkbox"/>	The acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest (CPPM 6.3.3. (a) 1.)	
<input type="checkbox"/>	<b>STOB 80 only:</b> A shared cost arrangement where financial assistance is provided to a specified target group or population (e.g., a First Nation, or a direct beneficiary- individual or family or legal guardian of that individual under a community/social service program) (CPPM 6.3.3. (a) 3.)	
<input type="checkbox"/>	<b>STOB 80 only:</b> A shared cost agreement where a competitive selection is not appropriate. (CPPM 6.3.3. (a) 3.)	

**Note:** your justification/explanation must clearly explain how and why the contract meets one of the exceptional conditions or it will not be approved.

Program Area ADM Approval (print name; and sign or approve in eApprovals)

Date

EFO Approval (will be obtained by Contract Management)

Date