

(115pm) MEETING MDE MMF Doug Lepard Fiona Wilson re Prolific Offenders.msg.ics

From: Duncan, Nikki PSSG:EX^{s.15}
s.15 t>
To: Amande, Tracy AG:EX <Tracy.Amande@gov.bc.ca>, Engelbrecht, Maya AG:EX
<Maya.Engelbrecht@gov.bc.ca>
Sent: April 7, 2022 1:35:20 PM PDT
Received: April 7, 2022 1:35:21 PM PDT
Priority: Normal (5)
Calendar Item Type: REQUEST

MMF

MDE

DAG

DSG

Doug Lepard

Fiona Wilson

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

s.15; s.17

Canada, Victoria

Phone Conference ID:s.15; s.17

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

Accepted (115pm) MEETING MDE MMF Doug Lepard Fiona Wilson re Prolific Offenders.msg.ics

From: Engelbrecht, Maya AG:EX^{s.15}
s.15

To: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>

Sent: April 7, 2022 1:35:31 PM PDT

Received: April 7, 2022 1:35:31 PM PDT

Priority: Normal (5)

Calendar Item Type: REPLY

RE: Amanda Butler

From: Engelbrecht, Maya AG:EX
To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>, Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>, Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Cc: Duncan, Nikki PSSG:EX <Nikki.Duncan@gov.bc.ca>
Sent: April 22, 2022 10:51:52 AM PDT
Hi All, we have scheduled a 15 minute today at 430 pm.

Thanks!

From: Engelbrecht, Maya AG:EX
Sent: Friday, April 22, 2022 10:19 AM
To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>; Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>; Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Subject: RE: Amanda Butler

Absolutely – on it. I'll circle back with a time.

From: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Sent: Friday, April 22, 2022 10:17 AM
To: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>; Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>; Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>
Subject: Re: Amanda Butler

Sounds good. I'm in meetings for most of the day, like all of us, but Maya would you be able to help coordinate?

From: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Sent: Friday, April 22, 2022 6:59:09 AM
To: Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>; Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Subject: Re: Amanda Butler

Thanks Tracy- all good points.

Shannon - what do you think about a 15 minute or so w Tracy today?

Douglas S. Scott
Deputy Solicitor General
Ministry of Public Safety and Solicitor General
Government of British Columbia

From: Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Sent: Friday, April 22, 2022 5:44:29 AM
To: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>; Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Subject: RE: Amanda Butler

Hi Both,

Admittedly without specific details or scope of work, it's difficult for me to offer an opinion whether this can be
s.13

s.13 Not impossible, however.

Some other considerations:

- As Doug notes below, depending on the scope of work and \$\$ threshold, procurement will need to be considered. There could be an argument for sole source/direct award based on the specialized nature of the work (or even

urgency) but appears you've been able to identify a handful of individuals already so maybe the work isn't that specialized? A reminder that all direct awards and contracts with values over \$10K are proactively released.

- I see there is a planned announcement. Do we know what the announcement is intended to say? What do we plan to do with this report? Will there be recommendations/findings that govt will be expected to respond to and/or act on? Reports cannot be released publicly without TB approval (this is a Minister of Finance Directive within our budget letter).

Happy to discuss further.

Tracy

From: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>

Sent: Friday, April 22, 2022 5:19 AM

To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>; Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>

Subject: Re: Amanda Butler

Thanks Shannon,

Adding to this we need to consider procurement requirements.

Doug

Douglas S. Scott
Deputy Solicitor General
Ministry of Public Safety and Solicitor General
Government of British Columbia

From: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>

Sent: Thursday, April 21, 2022 9:58:34 PM

To: Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>

Cc: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>

Subject: FW: Amanda Butler

Hi Tracy,

The AG wants to commission a rapid report on prolific offenders and recommendations to address the issue. He has already raised this with the urban mayors caucus and FNLC. We have zeroed in on a couple of consultants, and without knowing exactly what the projected cost would be, I'm wondering if you can weigh in on whether this would be possible within our current budget or PSSG's, or if this would require treasury board approval. We are seeking to get more clarity on what the procurement cost would be.

Shannon

From: Harder, Derrick AG:EX <Derrick.Harder@gov.bc.ca>

Sent: Thursday, April 21, 2022 9:54 PM

To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>; Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>

Subject: Re: Amanda Butler

Thanks. Can we get a clearer handle on estimated cost and whether that will be a barrier ASAP - I don't think it had occurred to the AG that cost might be a challenge on this and he has discussed the plan with the FNJC and the BC Urban Mayors, who are already planning a joint announcement etc. If we need to walk back due to lack of funds we need to do that quickly.

I suspect the AG would prefer to have this live with us and Will Maartman has been leaving the early stickhandling to me but if there is a good argument to leave it with PSSG I'll discuss with him, no problem.

Derrick.

From: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>

Sent: Thursday, April 21, 2022 8:56:49 PM

To: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>; Harder, Derrick AG:EX <Derrick.Harder@gov.bc.ca>

Subject: RE: Amanda Butler

Sounds good Doug, thanks. Derrick – just to second what Doug said about budget. ^{s.13}

s.13

A first step might be to canvass Amanda's availability before we go too far down the procurement path...

From: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>

Sent: Thursday, April 21, 2022 8:11 PM

To: Harder, Derrick AG:EX <Derrick.Harder@gov.bc.ca>; Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>

Subject: Re: Amanda Butler

Hi Derrick ,

I was thinking we were assisting AG on this as it was MDE lead. That said I think Shannon thought it may rest with us... we planned to sort this out once receiving direction from the Ministers on preferred approach.

I am happy to discuss w MMF if we are to lead and I will initiate with procurement. ^{s.13}

s.13

s.13

I will connect w my MO then Shannon and I can sort this out tomorrow.

Doug

Douglas S. Scott

Deputy Solicitor General

Ministry of Public Safety and Solicitor General

Government of British Columbia

From: Harder, Derrick AG:EX <Derrick.Harder@gov.bc.ca>

Sent: Thursday, April 21, 2022 4:40:46 PM

To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>

Cc: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>

Subject: Re: Amanda Butler

Is there outreach to LePard and and Butler happening from AG, or from PSSG? Should be a point person identified in the civil service for this project. Maybe that is someone from JSB, I don't know.

I have not heard back from FNJC on the ToR but that should not stop us from contacting these two - esp as if one or both is unable to do the work we will need to identify other options.

Will send a note to Gaelene tomorrow to follow up.

Thanks

Derrick.

From: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>

Sent: Tuesday, April 19, 2022 10:34:47 AM

To: Harder, Derrick AG:EX <Derrick.Harder@gov.bc.ca>

Cc: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>

Subject: RE: Amanda Butler

Thanks Derrick, just saw this. Let us know if you need anything else.

From: Harder, Derrick AG:EX <Derrick.Harder@gov.bc.ca>

Sent: Tuesday, April 19, 2022 9:57 AM

To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>

Cc: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Subject: RE: Amanda Butler

Sorry for delay in getting back on this – Eby and I discussed at the end of last week and his inclination is to go with Doug lePard and Amanda Butler.

ToR has been sent to Gaelene at the FNJC.

Derrick

From: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Sent: Monday, April 11, 2022 3:45 PM
To: Harder, Derrick AG:EX <Derrick.Harder@gov.bc.ca>
Cc: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Subject: FW: Amanda Butler

Hi Derrick, please see below. Also, looping in Doug so that we can brainstorm together .

From: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Sent: Monday, April 11, 2022 2:14 PM
To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Subject: RE: Amanda Butler

I understand s.22
s.13

s.13

From: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Sent: April 11, 2022 1:37 PM
To: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Subject: RE: Amanda Butler

I wonder if s.13
author?

as the policing co author and Amanda (who looks great!) as the mental health co

From: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Sent: Monday, April 11, 2022 1:36 PM
To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Subject: RE: Amanda Butler

Hi Shannon,

I know s.13
s.13

Doug

From: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Sent: April 11, 2022 1:25 PM
To: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Subject: RE: Amanda Butler

Thanks Doug, I'll pass that one on to the MO. Minister Eby is very concerned about ensuring the person has real world, on the ground mental health experience, and not just academic expertise. One name that was floated as having previously been with PSSG is s.13

s.13
s.13

From: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Sent: Monday, April 11, 2022 1:19 PM
To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Subject: Amanda Butler

Hi Shannon,

Another potential as discussed.

<https://www.linkedin.com/in/amanda-butler99/>

Albutler@sfu.ca

Doug

Douglas S. Scott
Deputy Solicitor General
Ministry of Public Safety and Solicitor General
Government of British Columbia

Page 9 of 224 MAG-2022-21600

From: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Sent: Friday, April 22, 2022 5:19 AM
To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>; Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Subject: Re: Amanda Butler

Thanks Shannon,

Adding to this we need to consider procurement requirements.

Doug

Douglas S. Scott
Deputy Solicitor General
Ministry of Public Safety and Solicitor General
Government of British Columbia

From: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Sent: Thursday, April 21, 2022 9:58:34 PM
To: Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Cc: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Subject: FW: Amanda Butler

Hi Tracy,

The AG wants to commission a rapid report on prolific offenders and recommendations to address the issue. He has already raised this with the urban mayors caucus and FNLC. We have zeroed in on a couple of consultants, and without knowing exactly what the projected cost would be, I'm wondering if you can weigh in on whether this would be possible within our current budget or PSSG's, or if this would require treasury board approval. We are seeking to get more clarity on what the procurement cost would be.

Shannon

From: Harder, Derrick AG:EX <Derrick.Harder@gov.bc.ca>
Sent: Thursday, April 21, 2022 9:54 PM
To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>; Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Subject: Re: Amanda Butler

Thanks. Can we get a clearer handle on estimated cost and whether that will be a barrier ASAP - I don't think it had occurred to the AG that cost might be a challenge on this and he has discussed the plan with the FNJC and the BC Urban Mayors, who are already planning a joint announcement etc. If we need to walk back due to lack of funds we need to do that quickly.

I suspect the AG would prefer to have this live with us and Will Maartman has been leaving the early stickhandling to me but if there is a good argument to leave it with PSSG I'll discuss with him, no problem.

Derrick.

From: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Sent: Thursday, April 21, 2022 8:56:49 PM
To: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>; Harder, Derrick AG:EX <Derrick.Harder@gov.bc.ca>
Subject: RE: Amanda Butler

Sounds good Doug, thanks. Derrick – just to second what Doug said about budget.^{s.13}

s.13

A first step might be to canvass Amanda's availability before we go too far down the procurement path...

From: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Sent: Thursday, April 21, 2022 8:11 PM
To: Harder, Derrick AG:EX <Derrick.Harder@gov.bc.ca>; Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Subject: Re: Amanda Butler

Hi Derrick ,

I was thinking we were assisting AG on this as it was MDE lead. That said I think Shannon thought it may rest with us... we planned to sort this out once receiving direction from the Ministers on preferred approach.

I am happy to discuss w MMF if we are to lead and I will initiate with procurement. s.13

s.13

s.13 s.13

I will connect w my MO then Shannon and I can sort this out tomorrow.

Doug

Douglas S. Scott
Deputy Solicitor General
Ministry of Public Safety and Solicitor General
Government of British Columbia

From: Harder, Derrick AG:EX <Derrick.Harder@gov.bc.ca>
Sent: Thursday, April 21, 2022 4:40:46 PM
To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Cc: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Subject: Re: Amanda Butler

Is there outreach to LePard and and Butler happening from AG, or from PSSG? Should be a point person identified in the civil service for this project. Maybe that is someone from JSB, I don't know.

I have not heard back from FNJC on the ToR but that should not stop us from contacting these two - esp as if one or both is unable to do the work we will need to identify other options.

Will send a note to Gaelene tomorrow to follow up.

Thanks
Derrick.

From: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Sent: Tuesday, April 19, 2022 10:34:47 AM
To: Harder, Derrick AG:EX <Derrick.Harder@gov.bc.ca>
Cc: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Subject: RE: Amanda Butler

Thanks Derrick, just saw this. Let us know if you need anything else.

From: Harder, Derrick AG:EX <Derrick.Harder@gov.bc.ca>
Sent: Tuesday, April 19, 2022 9:57 AM
To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Cc: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Subject: RE: Amanda Butler

Sorry for delay in getting back on this – Eby and I discussed at the end of last week and his inclination is to go with Doug lePard and Amanda Butler.

ToR has been sent to Gaelene at the FNJC.

Derrick

From: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Sent: Monday, April 11, 2022 3:45 PM
To: Harder, Derrick AG:EX <Derrick.Harder@gov.bc.ca>
Cc: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Subject: FW: Amanda Butler

Hi Derrick, please see below. Also, looping in Doug so that we can brainstorm together .

From: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Sent: Monday, April 11, 2022 2:14 PM
To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Subject: RE: Amanda Butler

I understand s.22 s.13
s.13

From: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Sent: April 11, 2022 1:37 PM
To: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Subject: RE: Amanda Butler

I wonder if s.13 as the policing co author and Amanda (who looks great!) as the mental health co author?

From: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Sent: Monday, April 11, 2022 1:36 PM
To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Subject: RE: Amanda Butler

Hi Shannon,

I know s.13
s.13

Doug

From: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Sent: April 11, 2022 1:25 PM
To: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Subject: RE: Amanda Butler

Thanks Doug, I'll pass that one on to the MO. Minister Eby is very concerned about ensuring the person has real world, on the ground mental health experience, and not just academic expertise. One name that was floated as having previously been with PSSG is s.13
s.13

From: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Sent: Monday, April 11, 2022 1:19 PM
To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Subject: Amanda Butler

Hi Shannon,

Another potential as discussed.

<https://www.linkedin.com/in/amanda-butler99/>

Albutler@sfu.ca

Doug

Douglas S. Scott
Deputy Solicitor General
Ministry of Public Safety and Solicitor General
Government of British Columbia

Re: Amanda Butler

From: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>, Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>, Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Sent: April 28, 2022 6:46:35 AM PDT

Yes thanks.

Douglas S. Scott
Deputy Solicitor General
Ministry of Public Safety and Solicitor General
Government of British Columbia

From: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Sent: Thursday, April 28, 2022 6:45:26 AM
To: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>; Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>; Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Subject: Re: Amanda Butler

OK, I'll leave it to you to decide whether to give her an updated version. This one has feedback from Christine Massey incorporated.

From: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Sent: Thursday, April 28, 2022 5:59:19 AM
To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>; Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>; Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Subject: Re: Amanda Butler

No She has the on from Tuesday.

Douglas S. Scott
Deputy Solicitor General
Ministry of Public Safety and Solicitor General
Government of British Columbia

From: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Sent: Wednesday, April 27, 2022 9:18:50 PM
To: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>; Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>; Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Subject: RE: Amanda Butler

Thanks Doug – does she have the revised ToR per the email tonight?

From: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Sent: Wednesday, April 27, 2022 9:15 PM
To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>; Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>; Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Subject: Re: Amanda Butler

Hi Shannon- Doug is in - Amanda is reviewing the TOR and is to get back to me.... I will reach out to her tomorrow

Douglas S. Scott
Deputy Solicitor General
Ministry of Public Safety and Solicitor General
Government of British Columbia

- As Doug notes below, depending on the scope of work and \$\$ threshold, procurement will need to be considered. There could be an argument for sole source/direct award based on the specialized nature of the work (or even urgency) but appears you've been able to identify a handful of individuals already so maybe the work isn't that specialized? A reminder that all direct awards and contracts with values over \$10K are proactively released.
- I see there is a planned announcement. Do we know what the announcement is intended to say? What do we plan to do with this report? Will there be recommendations/findings that govt will be expected to respond to and/or act on? Reports cannot be released publicly without TB approval (this is a Minister of Finance Directive within our budget letter).

Happy to discuss further.

Tracy

From: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Sent: Friday, April 22, 2022 5:19 AM
To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>; Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Subject: Re: Amanda Butler

Thanks Shannon,

Adding to this we need to consider procurement requirements.

Doug

Douglas S. Scott
Deputy Solicitor General
Ministry of Public Safety and Solicitor General
Government of British Columbia

From: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Sent: Thursday, April 21, 2022 9:58:34 PM
To: Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Cc: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Subject: FW: Amanda Butler

Hi Tracy,

The AG wants to commission a rapid report on prolific offenders and recommendations to address the issue. He has already raised this with the urban mayors caucus and FNLC. We have zeroed in on a couple of consultants, and without knowing exactly what the projected cost would be, I'm wondering if you can weigh in on whether this would be possible within our current budget or PSSG's, or if this would require treasury board approval. We are seeking to get more clarity on what the procurement cost would be.

Shannon

From: Harder, Derrick AG:EX <Derrick.Harder@gov.bc.ca>
Sent: Thursday, April 21, 2022 9:54 PM
To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>; Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Subject: Re: Amanda Butler

Thanks. Can we get a clearer handle on estimated cost and whether that will be a barrier ASAP - I don't think it had occurred to the AG that cost might be a challenge on this and he has discussed the plan with the FNJC and the BC Urban Mayors, who are already planning a joint announcement etc. If we need to walk back due to lack of funds we need to do that quickly.

I suspect the AG would prefer to have this live with us and Will Maartman has been leaving the early stickhandling to me but if there is a good argument to leave it with PSSG I'll discuss with him, no problem.

Derrick.

From: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Sent: Thursday, April 21, 2022 8:56:49 PM
To: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>; Harder, Derrick AG:EX <Derrick.Harder@gov.bc.ca>
Subject: RE: Amanda Butler

Sounds good Doug, thanks. Derrick – just to second what Doug said about budget. s.22
s.22 A first step might be to canvass Amanda’s availability before we go too far
down the procurement path...

From: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Sent: Thursday, April 21, 2022 8:11 PM
To: Harder, Derrick AG:EX <Derrick.Harder@gov.bc.ca>; Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Subject: Re: Amanda Butler

Hi Derrick ,

I was thinking we were assisting AG on this as it was MDE lead. That said I think Shannon thought it may rest with us...
we planned to sort this out once receiving direction from the Ministers on preferred approach.

I am happy to discuss w MMF if we are to lead and I will initiate with procurement. s.22
s.22

I will connect w my MO then Shannon and I can sort this out tomorrow.

Doug

Douglas S. Scott
Deputy Solicitor General
Ministry of Public Safety and Solicitor General
Government of British Columbia

From: Harder, Derrick AG:EX <Derrick.Harder@gov.bc.ca>
Sent: Thursday, April 21, 2022 4:40:46 PM
To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Cc: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Subject: Re: Amanda Butler

Is there outreach to LePard and and Butler happening from AG, or from PSSG? Should be a point person identified in the
civil service for this project. Maybe that is someone from JSB, I don’t know.

I have not heard back from FNJC on the ToR but that should not stop us from contacting these two - esp as if one or both
is unable to do the work we will need to identify other options.
Will send a note to Gaelene tomorrow to follow up.

Thanks
Derrick.

From: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Sent: Tuesday, April 19, 2022 10:34:47 AM
To: Harder, Derrick AG:EX <Derrick.Harder@gov.bc.ca>
Cc: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Subject: RE: Amanda Butler

Thanks Derrick, just saw this. Let us know if you need anything else.

From: Harder, Derrick AG:EX <Derrick.Harder@gov.bc.ca>

Sent: Tuesday, April 19, 2022 9:57 AM

To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>

Cc: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>

Subject: RE: Amanda Butler

Sorry for delay in getting back on this – Eby and I discussed at the end of last week and his inclination is to go with Doug lePard and Amanda Butler.

ToR has been sent to Gaelene at the FNJC.

Derrick

From: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>

Sent: Monday, April 11, 2022 3:45 PM

To: Harder, Derrick AG:EX <Derrick.Harder@gov.bc.ca>

Cc: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>

Subject: FW: Amanda Butler

Hi Derrick, please see below. Also, looping in Doug so that we can brainstorm together .

From: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>

Sent: Monday, April 11, 2022 2:14 PM

To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>

Subject: RE: Amanda Butler

I understand^{s.22}
s.13

s.13

From: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>

Sent: April 11, 2022 1:37 PM

To: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>

Subject: RE: Amanda Butler

I wonder if s.13
author?

as the policing co author and Amanda (who looks great!) as the mental health co

From: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>

Sent: Monday, April 11, 2022 1:36 PM

To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>

Subject: RE: Amanda Butler

Hi Shannon,

I know^{s.13}
s.13

Doug

From: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>

Sent: April 11, 2022 1:25 PM

To: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>

Subject: RE: Amanda Butler

Thanks Doug, I'll pass that one on to the MO. Minister Eby is very concerned about ensuring the person has real world, on the ground mental health experience, and not just academic expertise. One name that was floated as having previously been with PSSG is^{s.13}

From: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>
Sent: Monday, April 11, 2022 1:19 PM
To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Subject: Amanda Butler

Hi Shannon,

Another potential as discussed.

<https://www.linkedin.com/in/amanda-butler99/>

Albutler@sfu.ca

Doug

Douglas S. Scott
Deputy Solicitor General
Ministry of Public Safety and Solicitor General
Government of British Columbia

RE: Meeting with Doug Lepard and Amanda Butler

From: Engelbrecht, Maya AG:EX
To: Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>, Nanninga, Tanera AG:EX <Tanera.Nanninga@gov.bc.ca>
Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>, Duncan, Nikki PSSG:EX <Nikki.Duncan@gov.bc.ca>
Sent: May 2, 2022 9:35:03 AM PDT

Hi Tanera, Shannon unfortunately is not available at 3 pm as she is on a tour of the DTES with Shayne. She may be able to call in but I would need to confirm with her.

I'll advise back shortly.

Thanks,
-M

From: Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>
Sent: Monday, May 2, 2022 9:33 AM
To: Nanninga, Tanera AG:EX <Tanera.Nanninga@gov.bc.ca>; Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>
Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>; Duncan, Nikki PSSG:EX <Nikki.Duncan@gov.bc.ca>
Subject: RE: Meeting with Doug Lepard and Amanda Butler

Tanera,

Doug Scott is available, I've cc'd Nikki Duncan. I will confirm MMF shortly.

Cali

From: Nanninga, Tanera AG:EX <Tanera.Nanninga@gov.bc.ca>
Sent: May 2, 2022 9:14 AM
To: Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>; Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>
Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>
Subject: FW: Meeting with Doug Lepard and Amanda Butler

Sorry...should have included Maya as this needs to include the DAG too.

Thanks,

Tanera

From: Nanninga, Tanera AG:EX
Sent: Monday, May 2, 2022 9:12 AM
To: Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>
Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>
Subject: Meeting with Doug Lepard and Amanda Butler

Good morning Cali,

I need to set up a meeting today with MDE, Doug Lepard and Amanda Butler. MMF is invited to attend, but this meeting needs to include Doug Scott. Before I reach out to Doug Lepard and Amanda, can you advise if Doug Scott is available for this call today at 3pm?

Thank you kindly,

Tanera Nanninga
Administrative Coordinator to the Honourable David Eby, QC
Attorney General and Minister responsible for Housing

Meeting with Doug Lepard and Amanda Butler

From: Engelbrecht, Maya AG:EX
To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Sent: May 2, 2022 9:36:53 AM PDT

Hi Shannon, the MO is trying to schedule a joint Minister call today at 3 pm. Would you be able to call in if confirmed? Or should I send regrets? I could ask if Doug could brief you after. Please could you let me know your preference?

Thanks,
-M

From: Nanninga, Tanera AG:EX <Tanera.Nanninga@gov.bc.ca>
Sent: Monday, May 2, 2022 9:34 AM
To: Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>; Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>
Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>; Duncan, Nikki PSSG:EX <Nikki.Duncan@gov.bc.ca>
Subject: RE: Meeting with Doug Lepard and Amanda Butler

Ok great! I am just going to reach out to Doug L. and Amanda to confirm at their end. Stay tuned!

From: Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>
Sent: Monday, May 2, 2022 9:33 AM
To: Nanninga, Tanera AG:EX <Tanera.Nanninga@gov.bc.ca>; Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>
Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>; Duncan, Nikki PSSG:EX <Nikki.Duncan@gov.bc.ca>
Subject: RE: Meeting with Doug Lepard and Amanda Butler

Tanera,

Doug Scott is available, I've cc'd Nikki Duncan. I will confirm MMF shortly.

Cali

From: Nanninga, Tanera AG:EX <Tanera.Nanninga@gov.bc.ca>
Sent: May 2, 2022 9:14 AM
To: Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>; Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>
Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>
Subject: FW: Meeting with Doug Lepard and Amanda Butler

Sorry...should have included Maya as this needs to include the DAG too.

Thanks,

Tanera

From: Nanninga, Tanera AG:EX
Sent: Monday, May 2, 2022 9:12 AM
To: Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>
Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>
Subject: Meeting with Doug Lepard and Amanda Butler

Good morning Cali,

I need to set up a meeting today with MDE, Doug Lepard and Amanda Butler. MMF is invited to attend, but this meeting needs to include Doug Scott. Before I reach out to Doug Lepard and Amanda, can you advise if Doug Scott is available for this call today at 3pm?

Thank you kindly,

Tanera Nanninga

Administrative Coordinator to the Honourable David Eby, QC
Attorney General and Minister responsible for Housing
Phone: (778-974-5933)

FW: Meeting with Doug Lepard and Amanda Butler

From: Engelbrecht, Maya AG:EX
To: Salter, Shannon AG:EX <Shannon.Salter@gov.bc.ca>
Sent: May 2, 2022 9:48:20 AM PDT
Hi Shannon, please see below. Please could you let me know?

From: Nanninga, Tanera AG:EX <Tanera.Nanninga@gov.bc.ca>
Sent: Monday, May 2, 2022 9:48 AM
To: Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>; Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>
Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>; Duncan, Nikki PSSG:EX <Nikki.Duncan@gov.bc.ca>
Subject: RE: Meeting with Doug Lepard and Amanda Butler

Unless you want to swap our Ministry Briefing at 3:30...and if Doug Scott is available at 3:30 instead of 3

Otherwise Derrick says we just have to go ahead with it. There are not other options 😞

From: Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>
Sent: Monday, May 2, 2022 9:41 AM
To: Nanninga, Tanera AG:EX <Tanera.Nanninga@gov.bc.ca>; Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>
Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>; Duncan, Nikki PSSG:EX <Nikki.Duncan@gov.bc.ca>
Subject: RE: Meeting with Doug Lepard and Amanda Butler

Hi there, the DAG is not able to attend at 3 pm and will be responsible for parts on the contract. Is it possible to find time later in the day? I'm so sorry I hate to ask ...

From: Nanninga, Tanera AG:EX <Tanera.Nanninga@gov.bc.ca>
Sent: Monday, May 2, 2022 9:39 AM
To: Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>; Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>
Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>; Duncan, Nikki PSSG:EX <Nikki.Duncan@gov.bc.ca>
Subject: RE: Meeting with Doug Lepard and Amanda Butler

Thanks Maya...let me know! I'll check in with Derrick to see if she's mandatory, but that is the only time that the AG can do

From: Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>
Sent: Monday, May 2, 2022 9:35 AM
To: Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>; Nanninga, Tanera AG:EX <Tanera.Nanninga@gov.bc.ca>
Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>; Duncan, Nikki PSSG:EX <Nikki.Duncan@gov.bc.ca>
Subject: RE: Meeting with Doug Lepard and Amanda Butler

Hi Tanera, Shannon unfortunately is not available at 3 pm as she is on a tour of the DTES with Shayne. She may be able to call in but I would need to confirm with her.

I'll advise back shortly.

Thanks,
-M

From: Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>
Sent: Monday, May 2, 2022 9:33 AM
To: Nanninga, Tanera AG:EX <Tanera.Nanninga@gov.bc.ca>; Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>
Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>; Duncan, Nikki PSSG:EX <Nikki.Duncan@gov.bc.ca>
Subject: RE: Meeting with Doug Lepard and Amanda Butler

Tanera,

Doug Scott is available, I've cc'd Nikki Duncan. I will confirm MMF shortly.

Cali

From: Nanninga, Tanera AG:EX <Tanera.Nanninga@gov.bc.ca>

Sent: May 2, 2022 9:14 AM

To: Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>; Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>

Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>

Subject: FW: Meeting with Doug Lepard and Amanda Butler

Sorry...should have included Maya as this needs to include the DAG too.

Thanks,

Tanera

From: Nanninga, Tanera AG:EX

Sent: Monday, May 2, 2022 9:12 AM

To: Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>

Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>

Subject: Meeting with Doug Lepard and Amanda Butler

Good morning Cali,

I need to set up a meeting today with MDE, Doug Lepard and Amanda Butler. MMF is invited to attend, but this meeting needs to include Doug Scott. Before I reach out to Doug Lepard and Amanda, can you advise if Doug Scott is available for this call today at 3pm?

Thank you kindly,

Tanera Nanninga

Administrative Coordinator to the Honourable David Eby, QC

Attorney General and Minister responsible for Housing

Phone: (778-974-5933)

RE: Meeting with Doug Lepard and Amanda Butler

From: Engelbrecht, Maya AG:EX
To: Nanninga, Tanera AG:EX <Tanera.Nanninga@gov.bc.ca>, Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>
Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>, Duncan, Nikki PSSG:EX <Nikki.Duncan@gov.bc.ca>
Sent: May 2, 2022 9:53:15 AM PDT

If we could swap – that would be helpful. Thanks for accommodating.

Shannon won't join the briefing re. Mental Health Act as she is up to date.

Thanks again, really appreciate it.

-M

From: Nanninga, Tanera AG:EX <Tanera.Nanninga@gov.bc.ca>
Sent: Monday, May 2, 2022 9:48 AM
To: Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>; Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>
Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>; Duncan, Nikki PSSG:EX <Nikki.Duncan@gov.bc.ca>
Subject: RE: Meeting with Doug Lepard and Amanda Butler

Unless you want to swap our Ministry Briefing at 3:30...and if Doug Scott is available at 3:30 instead of 3

Otherwise Derrick says we just have to go ahead with it. There are not other options 😞

From: Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>
Sent: Monday, May 2, 2022 9:41 AM
To: Nanninga, Tanera AG:EX <Tanera.Nanninga@gov.bc.ca>; Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>
Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>; Duncan, Nikki PSSG:EX <Nikki.Duncan@gov.bc.ca>
Subject: RE: Meeting with Doug Lepard and Amanda Butler

Hi there, the DAG is not able to attend at 3 pm and will be responsible for parts on the contract. Is it possible to find time later in the day? I'm so sorry I hate to ask ...

From: Nanninga, Tanera AG:EX <Tanera.Nanninga@gov.bc.ca>
Sent: Monday, May 2, 2022 9:39 AM
To: Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>; Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>
Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>; Duncan, Nikki PSSG:EX <Nikki.Duncan@gov.bc.ca>
Subject: RE: Meeting with Doug Lepard and Amanda Butler

Thanks Maya...let me know! I'll check in with Derrick to see if she's mandatory, but that is the only time that the AG can do

From: Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>
Sent: Monday, May 2, 2022 9:35 AM
To: Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>; Nanninga, Tanera AG:EX <Tanera.Nanninga@gov.bc.ca>
Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>; Duncan, Nikki PSSG:EX <Nikki.Duncan@gov.bc.ca>
Subject: RE: Meeting with Doug Lepard and Amanda Butler

Hi Tanera, Shannon unfortunately is not available at 3 pm as she is on a tour of the DTES with Shayne. She may be able to call in but I would need to confirm with her.

I'll advise back shortly.

Thanks,

-M

From: Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>

Sent: Monday, May 2, 2022 9:33 AM

To: Nanninga, Tanera AG:EX <Tanera.Nanninga@gov.bc.ca>; Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>

Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>; Duncan, Nikki PSSG:EX <Nikki.Duncan@gov.bc.ca>

Subject: RE: Meeting with Doug Lepard and Amanda Butler

Tanera,

Doug Scott is available, I've cc'd Nikki Duncan. I will confirm MMF shortly.

Cali

From: Nanninga, Tanera AG:EX <Tanera.Nanninga@gov.bc.ca>

Sent: May 2, 2022 9:14 AM

To: Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>; Engelbrecht, Maya AG:EX <Maya.Engelbrecht@gov.bc.ca>

Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>

Subject: FW: Meeting with Doug Lepard and Amanda Butler

Sorry...should have included Maya as this needs to include the DAG too.

Thanks,

Tanera

From: Nanninga, Tanera AG:EX

Sent: Monday, May 2, 2022 9:12 AM

To: Kartz, Cali PSSG:EX <Cali.Kartz@gov.bc.ca>

Cc: Normand, Nicole AG:EX <Nicole.Normand@gov.bc.ca>

Subject: Meeting with Doug Lepard and Amanda Butler

Good morning Cali,

I need to set up a meeting today with MDE, Doug Lepard and Amanda Butler. MMF is invited to attend, but this meeting needs to include Doug Scott. Before I reach out to Doug Lepard and Amanda, can you advise if Doug Scott is available for this call today at 3pm?

Thank you kindly,

Tanera Nanninga

Administrative Coordinator to the Honourable David Eby, QC

Attorney General and Minister responsible for Housing

Phone: (778-974-5933)

Joint Minister Meeting with Doug Lepard and Amanda Butler.msg.ics

From: Engelbrecht, Maya AG:EX^{s.15}
s.15

To: Scott, Douglas S PSSG:EX <Douglas.S.Scott@gov.bc.ca>

Sent: May 2, 2022 10:57:42 AM PDT

Received: May 2, 2022 10:57:43 AM PDT

Priority: Normal (5)

Calendar Item Type: REQUEST

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

s.15; s.17

Canada, Victoria

Phone Conference ID:s.15; s.17

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

Re: Contact information for contract

From: Amanda Butler <albutler@sfu.ca>
To: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>
Sent: May 3, 2022 11:46:58 AM PDT
Attachments: CGL_Certificate.pdf, image001.png

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

Hi Matthew,

The Amanda on ^{s.22} is not me! I guess there are a few of us around...

Here is my info:

Amanda Butler
s.22

Phone: s.22

I will be putting this through A.Butler Consulting (sole proprietor) - same address as above. GST #: 791328941.
I have also attached my CGL certificate in case you need it.

Let me know if you require anything further.

Best,
Amanda.

From: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>
Sent: May 3, 2022 11:42:48 AM
To: Amanda Butler
Subject: Contact information for contract

Hi Amanda, I should have a draft contract to you shortly, but in the meantime can you please provide me with your contact information? We do have one Amanda Butler in our system who lives on ^{s.22} Is that you by chance? If it is, all I should need is your phone number. If its not, can you provide my with your full address and phone number? Also, is the contract going to be in your name as an individual or are you entering into it as a company? If the latter, I will need your company information as well.

Thanks in advance.

Simon Matthews (he/him)


Director, Procurement & Financial Operations
Corporate Management Services Branch
Ministries of Attorney General & Public Safety and Solicitor General
778-974-2946
E: Simon.Matthews@gov.bc.ca

Please consider the environment before printing this email



Corporate Management
Services Branch

Empowered Partners and Leaders
Providing Outstanding Service

CSIO		CERTIFICATE OF LIABILITY INSURANCE				
This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.						
1. CERTIFICATE HOLDER – NAME AND MAILING ADDRESS			2. INSURED'S FULL NAME AND MAILING ADDRESS			
To Whom it May Concern			A. Butler Consulting			
			s.22			
POSTAL CODE						
3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)						
Project Managers (Non-Construction)						
4. COVERAGES						
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.						
LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS <input type="checkbox"/> CROSS LIABILITY <input type="checkbox"/> EMPLOYERS LIABILITY <input type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSIONS <input type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES	Northbridge BNO-83340277	2021/10/24	2022/10/24	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY -GENERAL AGGREGATE -EACH OCCURRENCE PRODUCTS AND COMPLETED OPERATIONS AGGREGATE <input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY MEDICAL PAYMENTS TENANTS LEGAL LIABILITY POLLUTION LIABILITY EXTENSIONS	s.17; s.21	
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES** <small>**ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>	Northbridge BNO-83340277	2021/10/24	2022/10/24	NON OWNED AUTOMOBILE BODILY INJURY AND PROPERTY DAMAGE COMBINED BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM	n/a			EACH OCCURRENCE AGGREGATE		
OTHER LIABILITY (SPECIFY) <input type="checkbox"/>						
5. CANCELLATION						
6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS			7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)			
Bullfrog Insurance Ltd.						
800 – 1331 Macleod Trail SE						
Calgary, AB	POSTAL CODE	T2G 0K3				
BROKER CLIENT ID:			POSTAL CODE			
8. CERTIFICATE OF AUTHORIZATION						
ISSUER: Bullfrog Insurance Ltd.			CONTACT NUMBER(S)			
AUTHORIZED REPRESENTATIVE: Bullfrog Insurance			TYPE MAIN	NO. 1-844-462-3764	TYPE NO.	
SIGNATURE OF AUTHORIZED REPRESENTATIVE:			TYPE	NO.	TYPE NO.	
			DATE: October 24, 2021 EMAIL ADDRESS: info@bullfroginsurance.com			

RE: Draft copy of contract for prolific offenders

From: Doug LePard <douplepardconsulting@shaw.ca>
To: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>, Amanda Butler <albutler@sfu.ca>
Cc: Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Sent: May 3, 2022 1:33:38 PM PDT
Attachments: image001.png

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

I will review as soon as I'm free later today and discuss w/Amanda so that we are hopefully aligned on your input and reduce the back and forth then get back to you asap, thanks.

Doug

From: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>
Sent: May 3, 2022 1:24 PM
To: Amanda Butler <albutler@sfu.ca>; douplepardconsulting@shaw.ca
Cc: Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Subject: Draft copy of contract for prolific offenders
Importance: High

Hi Amanda and Doug, please have a review of the draft contract I've prepared. It is pretty high level and I'm hoping you have some information on the specifics of the work that is being proposed so I can add that in. Have a review and come back to me with comments added to the document as I'm hoping we can finalize this asap. There is also limited risk right now removing something that may not be applicable as we can also add it back in once the Terms of Reference for the contract are created and added into the agreement.

Tracy – If you would like the outcomes section removed right now, or if you have something more appropriate, just let me know.

Simon Matthews (he/him)

Director, Procurement & Financial Operations
Corporate Management Services Branch
Ministries of Attorney General & Public Safety and Solicitor General
778-974-2946
E: Simon.Matthews@gov.bc.ca

Please consider the environment before printing this email



Corporate Management
Services Branch

Empowered Partners and Leaders
Providing Outstanding Service

RE: Hourly rates and request for waiver clause

From: Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
To: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>
Sent: May 3, 2022 1:37:13 PM PDT
Attachments: image001.png
Ok, then I am fine with the rate. Thx!

From: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>
Sent: Tuesday, May 3, 2022 1:36 PM
To: Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Subject: RE: Hourly rates and request for waiver clause

Yes it would. I assume they are thinking \$^{s.17} hours each and that is why they proposed it.

Simon Matthews (he/him)

Director, Procurement & Financial Operations
Corporate Management Services Branch
Ministries of Attorney General & Public Safety and Solicitor General
778-974-2946
E: Simon.Matthews@gov.bc.ca

Please consider the environment before printing this email



Empowered Partners and Leaders
Providing Outstanding Service

Corporate Management
Services Branch

From: Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Sent: Tuesday, May 3, 2022 1:30 PM
To: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>
Subject: RE: Hourly rates and request for waiver clause

Does that keep us in line with \$50K for the entire contract?

From: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>
Sent: Tuesday, May 3, 2022 1:25 PM
To: Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Subject: FW: Hourly rates and request for waiver clause

Based on our extremely limited negotiating position, I think \$^{s.17} if probably acceptable in this situation. Thoughts? I can go back to them to negotiate if desired. I do love a good negotiation

Simon Matthews (he/him)

Director, Procurement & Financial Operations
Corporate Management Services Branch
Ministries of Attorney General & Public Safety and Solicitor General
778-974-2946
E: Simon.Matthews@gov.bc.ca

Please consider the environment before printing this email

From: Doug LePard <douplepardconsulting@shaw.ca>
Sent: Tuesday, May 3, 2022 1:11 PM
To: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>; albutler@sfu.ca
Subject: RE: Hourly rates and request for waiver clause

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

Hello, this looks the same as previous GSAs so I don't have any concerns. I'll let Amanda describe any further waiver language. In terms of our hourly rate, we are proposing \$^s.17 /hour for each of us. Thanks.

Doug

From: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>
Sent: May 3, 2022 11:49 AM
To: albutler@sfu.ca; douplepardconsulting@shaw.ca
Subject: Hourly rates and request for waiver clause

Hi Amanda and Doug, as we discussed on our call this morning could you please provide to me what you are both proposing for the hourly rate for the upcoming contract? Also, I want to be sure that I capture the waiver requirement correctly and I'm hoping you can provide a bit of detail on what you would like the Province to waive.

I have attached a blank General Service Agreement so you can see the general terms and conditions in it. Also as discussed, we will waive sections 9.4 & 9.5 for this agreement as well.

Simon Matthews (he/him)

Director, Procurement & Financial Operations
Corporate Management Services Branch
Ministries of Attorney General & Public Safety and Solicitor General
778-974-2946
E: Simon.Matthews@gov.bc.ca

Please consider the environment before printing this email

RE: Draft copy of contract for prolific offenders

From: Doug LePard <douplepardconsulting@shaw.ca>
To: Amanda Butler <albutler@sfu.ca>, Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>
Cc: Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Sent: May 3, 2022 1:42:33 PM PDT
Attachments: image001.png

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

I agree, thanks.

From: Amanda Butler <albutler@sfu.ca>
Sent: May 3, 2022 1:41 PM
To: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>; douplepardconsulting@shaw.ca
Cc: Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Subject: Re: Draft copy of contract for prolific offenders

Hi Matthew,

I will take a look in more detail. As for the liability piece... given that neither Doug nor I have professional insurance (errors and omissions, etc.) I would just like to include a statement that says Doug and I will not be held responsible for how the deliverables are used by MPSSG. We will not be held liable for any losses or other consequences that may result from acting on or implementing the recommendations made in our report. Just a simple release of liability clause will do.

AB

From: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>
Sent: May 3, 2022 1:23 PM
To: Amanda Butler; douplepardconsulting@shaw.ca
Cc: Campbell, Tracy AG:EX
Subject: Draft copy of contract for prolific offenders

Hi Amanda and Doug, please have a review of the draft contract I've prepared. It is pretty high level and I'm hoping you have some information on the specifics of the work that is being proposed so I can add that in. Have a review and come back to me with comments added to the document as I'm hoping we can finalize this asap. There is also limited risk right now removing something that may not be applicable as we can also add it back in once the Terms of Reference for the contract are created and added into the agreement.

Tracy – If you would like the outcomes section removed right now, or if you have something more appropriate, just let me know.

Simon Matthews (he/him)

Director, Procurement & Financial Operations

Corporate Management Services Branch

Ministries of Attorney General & Public Safety and Solicitor General

778-974-2946

E: Simon.Matthews@gov.bc.ca

Please consider the environment before printing this email



Corporate Management
Services Branch

Empowered Partners and Leaders
Providing Outstanding Service

Re: Hourly rates and request for waiver clause

From: Amanda Butler <albutler@sfu.ca>
To: Doug LePard <douglepardconsulting@shaw.ca>, Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>
Sent: May 3, 2022 1:43:11 PM PDT
Attachments: image001.png

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

That's fine by me. Thanks Matthew and Doug.

AB

From: Doug LePard <douglepardconsulting@shaw.ca>
Sent: May 3, 2022 1:42:40 PM
To: 'Matthews, Simon AG:EX'; Amanda Butler
Subject: RE: Hourly rates and request for waiver clause

Thank you. We came up with a preliminary plan that worked out to 52K but we will adjust the plan so that the max is 50K.

Doug

From: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>
Sent: May 3, 2022 1:40 PM
To: Doug LePard <douglepardconsulting@shaw.ca>; albutler@sfu.ca
Subject: RE: Hourly rates and request for waiver clause

Thanks Doug and Amanda. I spoke with my Executive and we are okay with the \$^{s.17} hourly rate and a contract maximum of \$25k each.

Simon Matthews (he/him)

Director, Procurement & Financial Operations
Corporate Management Services Branch
Ministries of Attorney General & Public Safety and Solicitor General
778-974-2946

E: Simon.Matthews@gov.bc.ca

Please consider the environment before printing this email



Empowered Partners and Leaders
Providing Outstanding Service

Corporate Management
Services Branch

From: Doug LePard <douglepardconsulting@shaw.ca>
Sent: Tuesday, May 3, 2022 1:11 PM
To: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>; albutler@sfu.ca
Subject: RE: Hourly rates and request for waiver clause

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

Hello, this looks the same as previous GSAs so I don't have any concerns. I'll let Amanda describe any further waiver language. In terms of our hourly rate, we are proposing \$\$.17 'hour for each of us. Thanks.

Doug

From: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>

Sent: May 3, 2022 11:49 AM

To: albutler@sfu.ca; doglepardconsulting@shaw.ca

Subject: Hourly rates and request for waiver clause

Hi Amanda and Doug, as we discussed on our call this morning could you please provide to me what you are both proposing for the hourly rate for the upcoming contract? Also, I want to be sure that I capture the waiver requirement correctly and I'm hoping you can provide a bit of detail on what you would like the Province to waive.

I have attached a blank General Service Agreement so you can see the general terms and conditions in it. Also as discussed, we will waive sections 9.4 & 9.5 for this agreement as well.

Simon Matthews (he/him)

Director, Procurement & Financial Operations

Corporate Management Services Branch

Ministries of Attorney General & Public Safety and Solicitor General

778-974-2946

E: Simon.Matthews@gov.bc.ca

Please consider the environment before printing this email



Corporate Management
Services Branch

Empowered Partners and Leaders
Providing Outstanding Service

GENERAL SERVICE AGREEMENT



<i>For Administrative Purposes Only</i>	
<p>Ministry Contract No.: AT23DMO150050006 Requisition No.: N/A Solicitation No.(if applicable): N/A Commodity Code: Consulting Services</p> <p>Contractor Information</p> <p>Supplier Name: Amanda Butler dba A.Butler Consulting Supplier No.: Telephone No.: s.22 E-mail Address: albutler@sfu.ca Website: N/A</p>	<p>Financial Information</p> <p>Client: 105 Responsibility Centre: 15005 Service Line: 10040 STOB: 6001/6002 Project: 1500000</p> <p>Template version: February 22, 2022</p>

TABLE OF CONTENTS

No.	Heading	Page
1.	Definitions	1
1.1	General	1
1.2	Meaning of "record"	2
2.	Services	2
2.1	Provision of services	2
2.2	Term	2
2.3	Supply of various items	2
2.4	Standard of care	2
2.5	Standards in relation to persons performing Services	2
2.6	Instructions by Province	2
2.7	Confirmation of non-written instructions	2
2.8	Effectiveness of non-written instructions	2
2.9	Applicable laws and policies	3
3.	Payment	3
3.1	Fees and expenses	3
3.2	Statements of accounts	3
3.3	Withholding of amounts	3
3.4	Appropriation	3
3.5	Currency	3
3.6	Non-resident income tax	3
3.7	Prohibition against committing money	3
3.8	Refunds of taxes	4
4.	Representations and Warranties	4
5.	Privacy, Security and Confidentiality	4
5.1	Privacy	4
5.2	Security	4
5.3	Confidentiality	4
5.4	Public announcements	5
5.5	Restrictions on promotion	5
6.	Material and Intellectual Property	5
6.1	Access to Material	5
6.2	Ownership and delivery of Material	5
6.3	Matters respecting intellectual property	5
6.4	Rights relating to Incorporated Material	5
7.	Records and Reports	6
7.1	Work reporting	6
7.2	Time and expense records	6
8.	Audit	6

9.	Indemnity and Insurance	6
9.1	Indemnity	6
9.2	Insurance.....	6
9.3	Workers compensation	6
9.4	Personal optional protection	6
9.5	Evidence of coverage	7
10.	Force Majeure	7
10.1	Definitions relating to force majeure	7
10.2	Consequence of Event of Force Majeure	7
10.3	Duties of Affected Party	7
11.	Default and Termination	7
11.1	Definitions relating to default and termination	7
11.2	Province's options on default	8
11.3	Delay not a waiver.....	8
11.4	Province's right to terminate other than for default	8
11.5	Payment consequences of termination	8
11.6	Discharge of liability	8
11.7	Notice in relation to Events of Default	9
12.	Dispute Resolution	9
12.1	Dispute resolution process	9
12.2	Location of arbitration or mediation	9
12.3	Costs of mediation or arbitration	9
13.	Miscellaneous	9
13.1	Delivery of notices	9
13.2	Change of address or phone number	10
13.3	Assignment.....	10
13.4	Subcontracting	10
13.5	Waiver	10
13.6	Modifications	10
13.7	Entire agreement.....	10
13.8	Survival of certain provisions	10
13.9	Schedules	10
13.10	Independent contractor	11
13.11	Personnel not to be employees of Province	11
13.12	Key Personnel	11
13.13	Pertinent Information.....	11
13.14	Conflict of interest	11
13.15	Time	11
13.16	Conflicts among provisions	11
13.17	Agreement not permit nor fetter	11
13.18	Remainder not affected by invalidity	12
13.19	Further assurances.....	12
13.20	Additional terms.....	12
13.21	Tax Verification	12
13.22	Governing law	12
14.	Interpretation	12
15.	Execution and Delivery of Agreement	12

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 4 day of May 2022.

BETWEEN:

Butler, Amanda dba A.Butler Consulting (the "Contractor") with the following specified address and s.22
s.22

Phone: s.22

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by both the Attorney General and Minister Responsible for Housing and the Solicitor General (the "Province") with the following specified address and phone number:
Deputy Minister's Office
11th Floor – 1001 Douglas Street
Victoria, British Columbia V8W 9J7
Contact: Shannon Salter
Phone: 604 623-6516

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 and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

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 Waived

Evidence of coverage

- 9.5 Waived

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (a) “Event of Default” means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor’s obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) “Insolvency Event” means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor’s liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor’s creditors or otherwise acknowledges the Contractor’s insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies’ Creditors Arrangement Act* (Canada),

- (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
- (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

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

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; 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 determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
 - (ii) there will be a single arbitrator; and
 - (iii) British Columbia law is the applicable law.

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 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
 - (b) 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 phone number

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

<p>SIGNED on the <u>4th</u> day of <u>May</u>, 2022 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p><u>A Butler</u></p> <p>Signature(s)</p> <p><u>Amanda Butler</u></p> <p>Print Name(s)</p> <p>_____</p> <p>Print Title(s)</p>	<p>SIGNED on the <u>4th</u> day of <u>May</u>, 2022 on behalf of the Province by its duly authorized representative:</p> <p><u>[Signature]</u></p> <p>Signature</p> <p><u>Tracy Campbell</u></p> <p>Print Name</p> <p><u>Assistant Deputy Minister</u></p> <p>Print Title</p>
--	---

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on May 4, 2022 and ends on September 9, 2022.

PART 2. SERVICES:

The Contractor will work with Douglas LePard to assist the Province to better understand the origin of the evolving trends surrounding prolific property offenders in British Columbia and the increase in reported unprovoked violent offences in the province. The Contractor should try and identify solutions under existing provincial authority in order to protect public safety and maintain confidence in the justice system. The two groups of offences and offenders (chronic property crime and unprovoked violent offences) may be different and require separately tailored responses.

Key Areas of focus for Services the contractor will provide are as follows:

1. Assist the Province in developing a Terms of Reference for the Services to be performed. The Terms of Reference will be incorporated into the Agreement once the Province has signed off on them;
2. Reach out to key stakeholders with practical or academic knowledge and expertise related to the issue of prolific offenders and the recent rise in unprovoked violent incidents for information on the origin of these trends and suggestions on policy and legislative responses that are in provincial government jurisdiction;
3. Explore specific proposals already received by government for feasibility of implementation and effectiveness in mitigating these two specific problems, including:
 - a. Offering courts the option of ordering real time electronic monitoring of those identified as chronic offenders and under release conditions to preserve public safety and confidence while respecting federal rules about release and least-restrictive conditions;
 - b. Identifying supports or programs that can effectively be delivered or referred to by first responders (police, fire, ambulance) for offenders to interrupt the cycle of offending or the escalation of offending;
 - c. Identifying whether programs exist between the province's voluntary complex care housing and the province's involuntary mental health hospital beds that could respond to the unique needs of this group of offenders; and,
 - d. Any other policies identified as promising through the work in subsection 1 or otherwise; and
4. Other information gathering techniques, including but not limited to:
 - a. Conducting stakeholder engagements, including interviews and focus groups, including but not limited to police, Crown, and the mental health field;
 - b. Develop and submit data access requests;
 - c. Analyze and interpret engagement data;
 - d. Conduct a literature review, including academic searches and grey literature, as well as review of relevant stakeholder reports, documents, policies, etc.;
 - e. Prepare a comprehensive report with pragmatic short-term, mid-term, and long-term recommendations to the Provincial Government;

Outputs

The Contractor must provide a draft report to the Province by August 31, 2022 and a final report to the Province by September 9, 2022.

Inputs

The Contractor must:

- Work with the Province's delegated representative as well as other contractors to the Province to obtain all relevant data and produce final outputs;

- Apply subject matter expertise and knowledge;
- Demonstrate awareness in managing sensitive information;
- Track all hours charged to this contract;

Outcomes

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

- The Province will gain a better understanding of the landscape relating to prolific property crime and offenders who are committing unprovoked violent attacks, including an evaluation of specific policy proposals that may be used to address these issues, and will be able to use the outputs from this Agreement to help guide decisions and create policy.

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

Reporting requirements

- Provide verbal or written updates as requested by the Province;

PART 3. RELATED DOCUMENTATION - Not Applicable

PART 4. KEY PERSONNEL:

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

- (a) Amanda Butler

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$25,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$200.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from Vancouver, BC on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. any additional expenses that the contractor may incur while performing the services that has been pre-approved by the Province.

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

4. STATEMENTS OF ACCOUNT:

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

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (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

Definitions

1. In this Schedule,
 - (a) “**Act**” means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
 - (b) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email of the individual;
 - (c) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;
 - (d) “**privacy course**” means the Province’s online privacy and information sharing training course or another course approved by the Province; and
 - (e) “**public body**” means “public body” as defined in the Act;
 - (f) “**third party request for disclosure**” means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
 - (g) “**service provider**” means a person retained under a contract to perform services for a public body; and
 - (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

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

Acknowledgements

3. The Contractor acknowledges and agrees that

- (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
- (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
- (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Collection of Personal Information

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the Province provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the Province otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the name and contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

- 7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
- 8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

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

Requests for Access to Information

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

Correction of Personal Information

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

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

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

Use of Personal Information

20. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
 - (a) receives a third-party request for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,subject to section 24, the Contractor must immediately notify the Province.
24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
 - (a) use its best efforts to direct the party making the third-party request to the Province;
 - (b) provide the Province with reasonable assistance to contest the third-party request; and
 - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the Province as a public body under the Act;

- (ii) the application of the Act to the Contractor as a service provider to the Province;
- (iii) the conflict between the Act and the third-party request; and
- (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the Province under this Schedule.
27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

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

Termination of Agreement

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

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

1. The Contractor makes no representations or warranties, either express or implied, with respect to any data or results arising from the services. The Contractor specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and will in no event be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar or like damages arising from any defect, error or failure to perform, even if the Contractor has been advised of the possibility of such damages. The Province hereby acknowledges that, in respect of the Services, no particular results can be guaranteed, and that it has been advised by the Contractor to undertake its own due diligence with respect to all matters arising from this Agreement. This section 1 will survive termination or expiration of this Agreement.
2. Section 9.1 of this Agreement is deleted.

Schedule G – Security Schedule

Definitions

1. In this Schedule:

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

- (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province's tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **"Tenancy Security Event Logs"** means Security Event Logs that relate to Tenancy, including:
- (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

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

PERSONNEL

Confidentiality agreements

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

Personnel security screening

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

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

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

6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

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

Security contact

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

Supply chain

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

GENERAL POLICIES AND PRACTICES

Information security policy

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

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:
 - (a) "Information Security Policy";
 - (b) government wide IM/IT Standards; and
 - (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

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

Change control and management

13. The Contractor must:

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

Backups and restores

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

Business continuity plan and disaster recovery plan

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

Security Incident Response and Management

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

PROTECTED INFORMATION AND DATA SECURITY

Encryption

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

No storage on unencrypted portable media

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

Encryption standard

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

Isolation controls and logical isolation of data

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

ACCESS AND AUTHENTICATION

User Identifiers

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

Access

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.
27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

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

Highly sensitive Protected Information

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

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,

to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

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

Application development

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

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

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

Separation of production from test environments

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

Systems (including servers) hardening

47. The Contractor must:
 - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and

- (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

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

48. The Contractor must:

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

Application firewall

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

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

Management network

50. The Contractor must ensure that for any Systems:

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

Remote management and secure access gateway

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

Database security

52. The Contractor must ensure that for any Systems:

- (a) database maintenance utilities that bypass controls are restricted and monitored;

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

Device security and antivirus scanning

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

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

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

Patching

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

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
- (a) with any identified vulnerabilities remedied, before being placed into production; and

- (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

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

Antivirus and malware scanning

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

DISPOSALS

Asset disposal

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

Asset management

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

Information destruction and disposal

- 66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
- 67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and

- (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

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

E-discovery and legal holds

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

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
 - (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

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

(d) maintain a chain of custody in all such security investigations it undertakes.

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

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

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

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

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

Notification of changes

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

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:

- (a) vulnerability scan reports of those Systems providing the Services; and
- (b) patch status reports for those Systems providing the Services.

78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:

- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
- (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement

79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars

of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

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

Referenced documents

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

Survival

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

Schedule H – Tax Verification Schedule

Not applicable

Final copy of agreement - Prolific Offenders

From: Matthews, Simon AG:EX
To: Amanda Butler <albutler@sfu.ca>
Cc: Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Sent: May 4, 2022 8:36:07 AM PDT
Attachments: Amanda Butler - AT23DMO150050006.pdf, Certificate of Insurance.doc, image001.png
Thanks Amanda, other than a few administrative changes (contract number change, agreement date changed to today, financial information added) the only change from the previous version I sent you is that the Outcome section in Schedule A now reads as follows:

- The Province will gain a better understanding of the landscape relating to prolific property crime and offenders who are committing unprovoked violent attacks, including an evaluation of specific policy proposals that may be used to address these issues, and will be able to use the outputs from this Agreement to help guide decisions and create policy.

The red text is an update from what was sent before.

If you could please sign and return the agreement to me this morning, that would be greatly appreciated. Also attached is the Certificate of Insurance that we require to be filled out by your insurance agent. I apologize for this since I know you already provided proof of Insurance but the Province's policy requires that Certificates are provided on this specific form. You can get this back to me in the next week or so though.

If you have any questions, don't hesitate to give me a call or email me back.

Simon Matthews (he/him)

Director, Procurement & Financial Operations
Corporate Management Services Branch
Ministries of Attorney General & Public Safety and Solicitor General
778-974-2946
E: Simon.Matthews@gov.bc.ca

Please consider the environment before printing this email



Empowered Partners and Leaders
Providing Outstanding Service

Corporate Management
Services Branch

From: Amanda Butler <albutler@sfu.ca>
Sent: Wednesday, May 4, 2022 6:47 AM
To: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>
Cc: Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Subject: Re: Draft copy of contract for prolific offenders

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

Looks good from my end!

Best,

Amanda.

From: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>
Sent: May 3, 2022 7:44:34 PM
To: Amanda Butler
Cc: Campbell, Tracy AG:EX
Subject: Re: Draft copy of contract for prolific offenders

Thank you very much Amanda for working with Doug to get this back to me so quickly. Attached is a draft final contract for your review. If everything looks good, just let me know and when I get the go ahead from my Executive I'll send you the final PDF version and a certificate of insurance that we will need completed.

Simon Matthews
Director, Procurement & Fin Ops
Corporate Management Services Branch
Ministry of Attorney General
W: 778-974-2946
E: Simon.Matthews@gov.bc.ca<<mailto:Simon.Matthews@gov.bc.ca>>
Please consider the environment before printing this email

From: Amanda Butler <albutler@sfu.ca>
Sent: May 3, 2022 5:51 PM
To: Matthews, Simon AG:EX
Cc: Doug LePard; Campbell, Tracy AG:EX
Subject: Re: Draft copy of contract for prolific offenders

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

Thanks very much Simon.

AB

Sent from my iPhone

On May 3, 2022, at 5:36 PM, Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca> wrote:

Thanks Doug and Amanda, I'll review shortly and if all looks in order will have a copy to each of you this evening.

Simon Matthews
Director, Procurement & Fin Ops
Corporate Management Services Branch
Ministry of Attorney General
W: 778-974-2946
E: Simon.Matthews@gov.bc.ca<<mailto:Simon.Matthews@gov.bc.ca>>
Please consider the environment before printing this email

From: Doug LePard <douglepardconsulting@shaw.ca>
Sent: May 3, 2022 5:25 PM
To: Matthews, Simon AG:EX
Cc: 'Amanda Butler'; Campbell, Tracy AG:EX
Subject: RE: Draft copy of contract for prolific offenders

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

Hi, Simon.

Amanda and I have both added a few suggested edits to Schedule A that we're in agreement on. Re information on the specifics of the work, we suggest for your consideration incorporating this short summary:

- * Conduct stakeholder engagements, including interviews and focus groups, including but not limited to police, Crown, and the mental health field
- * Develop and submit data access requests
- * Analyze and interpret engagement data
- * Conduct a literature review, including academic searches and grey literature, as well as review of relevant stakeholder reports, documents, policies, etc.
- * Prepare a comprehensive report with pragmatic short-term, mid-term, and long-term recommendations to the Provincial Government

Doug

From: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>
Sent: May 3, 2022 1:24 PM
To: Amanda Butler <albutler@sfu.ca>; douplepardconsulting@shaw.ca
Cc: Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Subject: Draft copy of contract for prolific offenders
Importance: High

Hi Amanda and Doug, please have a review of the draft contract I've prepared. It is pretty high level and I'm hoping you have some information on the specifics of the work that is being proposed so I can add that in. Have a review and come back to me with comments added to the document as I'm hoping we can finalize this asap. There is also limited risk right now removing something that may not be applicable as we can also add it back in once the Terms of Reference for the contract are created and added into the agreement.

Tracy – If you would like the outcomes section removed right now, or if you have something more appropriate, just let me know.

Simon Matthews (he/him)

Director, Procurement & Financial Operations

Corporate Management Services Branch

Ministries of Attorney General & Public Safety and Solicitor General

778-974-2946

E: Simon.Matthews@gov.bc.ca<<mailto:Simon.Matthews@gov.bc.ca>>

Please consider the environment before printing this email

[CMSB%20Logo%20Tagline]

GENERAL SERVICE AGREEMENT



<i>For Administrative Purposes Only</i>	
<p>Ministry Contract No.: AT23DMO150050006 Requisition No.: N/A Solicitation No.(if applicable): N/A Commodity Code: Consulting Services</p> <p>Contractor Information</p> <p>Supplier Name: Amanda Butler dba A.Butler Consulting Supplier No.: Telephone No.: s.22 E-mail Address: albutler@sfu.ca Website: N/A</p>	<p>Financial Information</p> <p>Client: 105 Responsibility Centre: 15005 Service Line: 10040 STOB: 6001/6002 Project: 1500000</p> <p>Template version: February 22, 2022</p>

TABLE OF CONTENTS

No.	Heading	Page
1.	Definitions	1
1.1	General	1
1.2	Meaning of "record"	2
2.	Services	2
2.1	Provision of services	2
2.2	Term	2
2.3	Supply of various items	2
2.4	Standard of care	2
2.5	Standards in relation to persons performing Services	2
2.6	Instructions by Province	2
2.7	Confirmation of non-written instructions	2
2.8	Effectiveness of non-written instructions	2
2.9	Applicable laws and policies	3
3.	Payment	3
3.1	Fees and expenses	3
3.2	Statements of accounts	3
3.3	Withholding of amounts	3
3.4	Appropriation	3
3.5	Currency	3
3.6	Non-resident income tax	3
3.7	Prohibition against committing money	3
3.8	Refunds of taxes	4
4.	Representations and Warranties	4
5.	Privacy, Security and Confidentiality	4
5.1	Privacy	4
5.2	Security	4
5.3	Confidentiality	4
5.4	Public announcements	5
5.5	Restrictions on promotion	5
6.	Material and Intellectual Property	5
6.1	Access to Material	5
6.2	Ownership and delivery of Material	5
6.3	Matters respecting intellectual property	5
6.4	Rights relating to Incorporated Material	5
7.	Records and Reports	6
7.1	Work reporting	6
7.2	Time and expense records	6
8.	Audit	6

9.	Indemnity and Insurance	6
9.1	Indemnity	6
9.2	Insurance.....	6
9.3	Workers compensation	6
9.4	Personal optional protection	6
9.5	Evidence of coverage	7
10.	Force Majeure	7
10.1	Definitions relating to force majeure	7
10.2	Consequence of Event of Force Majeure	7
10.3	Duties of Affected Party	7
11.	Default and Termination	7
11.1	Definitions relating to default and termination	7
11.2	Province's options on default	8
11.3	Delay not a waiver.....	8
11.4	Province's right to terminate other than for default	8
11.5	Payment consequences of termination	8
11.6	Discharge of liability	8
11.7	Notice in relation to Events of Default	9
12.	Dispute Resolution	9
12.1	Dispute resolution process	9
12.2	Location of arbitration or mediation	9
12.3	Costs of mediation or arbitration	9
13.	Miscellaneous	9
13.1	Delivery of notices	9
13.2	Change of address or phone number	10
13.3	Assignment.....	10
13.4	Subcontracting	10
13.5	Waiver	10
13.6	Modifications	10
13.7	Entire agreement.....	10
13.8	Survival of certain provisions	10
13.9	Schedules	10
13.10	Independent contractor	11
13.11	Personnel not to be employees of Province	11
13.12	Key Personnel	11
13.13	Pertinent Information.....	11
13.14	Conflict of interest	11
13.15	Time	11
13.16	Conflicts among provisions	11
13.17	Agreement not permit nor fetter	11
13.18	Remainder not affected by invalidity	12
13.19	Further assurances.....	12
13.20	Additional terms.....	12
13.21	Tax Verification	12
13.22	Governing law	12
14.	Interpretation	12
15.	Execution and Delivery of Agreement	12

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 4 day of May 2022.

BETWEEN:

Butler, Amanda dba A.Butler Consulting (the "Contractor") with the following specified address and s.22
s.22

Phone: s.22

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by both the Attorney General and Minister Responsible for Housing and the Solicitor General (the "Province") with the following specified address and phone number:
Deputy Minister's Office
11th Floor – 1001 Douglas Street
Victoria, British Columbia V8W 9J7
Contact: Shannon Salter
Phone: 604 623-6516

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 and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

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 Waived

Evidence of coverage

- 9.5 Waived

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (a) “Event of Default” means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor’s obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) “Insolvency Event” means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor’s liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor’s creditors or otherwise acknowledges the Contractor’s insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies’ Creditors Arrangement Act* (Canada),

- (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
- (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

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

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; 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 determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
 - (ii) there will be a single arbitrator; and
 - (iii) British Columbia law is the applicable law.

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 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
 - (b) 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 phone number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or phone number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or phone 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 ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on May 4, 2022 and ends on September 9, 2022.

PART 2. SERVICES:

The Contractor will work with Douglas LePard to assist the Province to better understand the origin of the evolving trends surrounding prolific property offenders in British Columbia and the increase in reported unprovoked violent offences in the province. The Contractor should try and identify solutions under existing provincial authority in order to protect public safety and maintain confidence in the justice system. The two groups of offences and offenders (chronic property crime and unprovoked violent offences) may be different and require separately tailored responses.

Key Areas of focus for Services the contractor will provide are as follows:

1. Assist the Province in developing a Terms of Reference for the Services to be performed. The Terms of Reference will be incorporated into the Agreement once the Province has signed off on them;
2. Reach out to key stakeholders with practical or academic knowledge and expertise related to the issue of prolific offenders and the recent rise in unprovoked violent incidents for information on the origin of these trends and suggestions on policy and legislative responses that are in provincial government jurisdiction;
3. Explore specific proposals already received by government for feasibility of implementation and effectiveness in mitigating these two specific problems, including:
 - a. Offering courts the option of ordering real time electronic monitoring of those identified as chronic offenders and under release conditions to preserve public safety and confidence while respecting federal rules about release and least-restrictive conditions;
 - b. Identifying supports or programs that can effectively be delivered or referred to by first responders (police, fire, ambulance) for offenders to interrupt the cycle of offending or the escalation of offending;
 - c. Identifying whether programs exist between the province's voluntary complex care housing and the province's involuntary mental health hospital beds that could respond to the unique needs of this group of offenders; and,
 - d. Any other policies identified as promising through the work in subsection 1 or otherwise; and
4. Other information gathering techniques, including but not limited to:
 - a. Conducting stakeholder engagements, including interviews and focus groups, including but not limited to police, Crown, and the mental health field;
 - b. Develop and submit data access requests;
 - c. Analyze and interpret engagement data;
 - d. Conduct a literature review, including academic searches and grey literature, as well as review of relevant stakeholder reports, documents, policies, etc.;
 - e. Prepare a comprehensive report with pragmatic short-term, mid-term, and long-term recommendations to the Provincial Government;

Outputs

The Contractor must provide a draft report to the Province by August 31, 2022 and a final report to the Province by September 9, 2022.

Inputs

The Contractor must:

- Work with the Province's delegated representative as well as other contractors to the Province to obtain all relevant data and produce final outputs;

- Apply subject matter expertise and knowledge;
- Demonstrate awareness in managing sensitive information;
- Track all hours charged to this contract;

Outcomes

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

- The Province will gain a better understanding of the landscape relating to prolific property crime and offenders who are committing unprovoked violent attacks, including an evaluation of specific policy proposals that may be used to address these issues, and will be able to use the outputs from this Agreement to help guide decisions and create policy.

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

Reporting requirements

- Provide verbal or written updates as requested by the Province;

PART 3. RELATED DOCUMENTATION - Not Applicable

PART 4. KEY PERSONNEL:

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

- (a) Amanda Butler

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$25,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$200.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from Vancouver, BC on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. any additional expenses that the contractor may incur while performing the services that has been pre-approved by the Province.

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

4. STATEMENTS OF ACCOUNT:

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

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (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

Definitions

1. In this Schedule,
 - (a) “**Act**” means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
 - (b) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email of the individual;
 - (c) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;
 - (d) “**privacy course**” means the Province’s online privacy and information sharing training course or another course approved by the Province; and
 - (e) “**public body**” means “public body” as defined in the Act;
 - (f) “**third party request for disclosure**” means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
 - (g) “**service provider**” means a person retained under a contract to perform services for a public body; and
 - (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

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

Acknowledgements

3. The Contractor acknowledges and agrees that

- (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
- (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
- (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Collection of Personal Information

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the Province provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the Province otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the name and contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

- 7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
- 8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

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

Requests for Access to Information

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

Correction of Personal Information

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

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

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

Use of Personal Information

20. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
 - (a) receives a third-party request for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,subject to section 24, the Contractor must immediately notify the Province.
24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
 - (a) use its best efforts to direct the party making the third-party request to the Province;
 - (b) provide the Province with reasonable assistance to contest the third-party request; and
 - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the Province as a public body under the Act;

- (ii) the application of the Act to the Contractor as a service provider to the Province;
- (iii) the conflict between the Act and the third-party request; and
- (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the Province under this Schedule.
27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

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

Termination of Agreement

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

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

1. The Contractor makes no representations or warranties, either express or implied, with respect to any data or results arising from the services. The Contractor specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and will in no event be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar or like damages arising from any defect, error or failure to perform, even if the Contractor has been advised of the possibility of such damages. The Province hereby acknowledges that, in respect of the Services, no particular results can be guaranteed, and that it has been advised by the Contractor to undertake its own due diligence with respect to all matters arising from this Agreement. This section 1 will survive termination or expiration of this Agreement.
2. Section 9.1 of this Agreement is deleted.

Schedule G – Security Schedule

Definitions

1. In this Schedule:

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

- (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province's tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **"Tenancy Security Event Logs"** means Security Event Logs that relate to Tenancy, including:
- (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

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

PERSONNEL

Confidentiality agreements

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

Personnel security screening

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

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

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

6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

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

Security contact

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

Supply chain

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

GENERAL POLICIES AND PRACTICES

Information security policy

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

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:
 - (a) "Information Security Policy";
 - (b) government wide IM/IT Standards; and
 - (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

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

Change control and management

13. The Contractor must:

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

Backups and restores

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

Business continuity plan and disaster recovery plan

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

Security Incident Response and Management

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

PROTECTED INFORMATION AND DATA SECURITY

Encryption

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

No storage on unencrypted portable media

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

Encryption standard

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

Isolation controls and logical isolation of data

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

ACCESS AND AUTHENTICATION

User Identifiers

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

Access

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.
27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

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

Highly sensitive Protected Information

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

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,

to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

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

Application development

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

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

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

Separation of production from test environments

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

Systems (including servers) hardening

47. The Contractor must:
 - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and

- (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

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

48. The Contractor must:

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

Application firewall

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

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

Management network

50. The Contractor must ensure that for any Systems:

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

Remote management and secure access gateway

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

Database security

52. The Contractor must ensure that for any Systems:

- (a) database maintenance utilities that bypass controls are restricted and monitored;

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

Device security and antivirus scanning

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

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

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

Patching

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

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
- (a) with any identified vulnerabilities remedied, before being placed into production; and

- (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

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

Antivirus and malware scanning

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

DISPOSALS

Asset disposal

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

Asset management

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

Information destruction and disposal

- 66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
- 67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and

- (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

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

E-discovery and legal holds

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

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
 - (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

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

(d) maintain a chain of custody in all such security investigations it undertakes.

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

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

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

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

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

Notification of changes

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

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:

- (a) vulnerability scan reports of those Systems providing the Services; and
- (b) patch status reports for those Systems providing the Services.

78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:

- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
- (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement

79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars

of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

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

Referenced documents

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

Survival

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

Schedule H – Tax Verification Schedule

Not applicable



CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act

The personal information requested on this form is collected under the authority of and used for the purpose of administering the *Financial Administration Act*. Questions about the collection and use of this information can be directed to the Director, Client Services, Core Government and Crowns at 250 356-8915, PO Box 9405 STN PROV GOVT, Victoria BC V8W 9V1.

Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by the Province

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office) Ministry of Attorney General's Deputy Minister's Office		AGREEMENT IDENTIFICATION NO. AT23DMO150050006	
PROVINCE'S CONTACT PERSON NAME & TITLE Shannon Salter - Deputy Attorney General		PHONE NO.	
MAILING ADDRESS 11 th Floor - 1001 Douglas Street		FAX NO.	
CONTRACTOR NAME Amanda Butler dba A.Butler Consulting		POSTAL CODE V8W9J7	
CONTRACTOR ADDRESS s.22		POSTAL CODE	

Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME		
	ADDRESS		POSTAL CODE
OPERATIONS INSURED	PROVIDE DETAILS		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

AGENT OR BROKER COMMENTS:

AGENT OR BROKERAGE FIRM	ADDRESS	PHONE NO.
NAME OF AUTHORIZED AGENT OR BROKER (PRINT)	SIGNATURE OF AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)	DATE SIGNED

RE: Draft copy of contract for prolific offenders

From: Matthews, Simon AG:EX
To: douglepardconsulting@shaw.ca
Cc: Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Sent: May 4, 2022 8:37:14 AM PDT
Attachments: Certificate of Insurance.doc, Doug - Lepard - AT23DMO150050005.pdf, image001.png

Hi Doug, while I know you signed the previous version of the contract I sent you. Can you please sign and return this one to replace that version? Other than a few administrative changes (contract number change, agreement date changed to today, financial information added) the only change from the previous version I sent you is that the Outcome section in Schedule A now reads as follows:

- The Province will gain a better understanding of the landscape relating to prolific property crime and offenders who are committing unprovoked violent attacks, including an evaluation of specific policy proposals that may be used to address these issues, and will be able to use the outputs from this Agreement to help guide decisions and create policy.

The red text is an update from what was sent before.

If you could please sign and return the agreement to me this morning, that would be greatly appreciated. Also attached is the Certificate of Insurance that we require to be filled out by your insurance agent. You can get this back to me in the next week or so though.

If you have any questions, don't hesitate to give me a call or email me back.

Simon Matthews (he/him)

Director, Procurement & Financial Operations
Corporate Management Services Branch
Ministries of Attorney General & Public Safety and Solicitor General
778-974-2946
E: Simon.Matthews@gov.bc.ca

Please consider the environment before printing this email



Empowered Partners and Leaders
Providing Outstanding Service

Corporate Management
Services Branch

From: douglepardconsulting@shaw.ca <douglepardconsulting@shaw.ca>
Sent: Tuesday, May 3, 2022 9:26 PM
To: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>
Cc: Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Subject: Re: Draft copy of contract for prolific offenders

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

Thanks for the thorough answer!

D

Sent from my Bell Samsung device over Canada's largest network.

From: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>
Sent: Tuesday, May 3, 2022 9:25:03 PM
To: Doug LePard <douglepardconsulting@shaw.ca>

Cc: Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>

Subject: Re: Draft copy of contract for prolific offenders

Hi Doug, we never release the actual contracts to the public only the general nature of the contract through our Province's proactive contract disclosure process managed by the Ministry of Citizens' Services Open Information Access Office. The contractor's name (or company name as the case may be), the contract amount, term and brief description of the services are released. The only exception to this is when a Freedom of Information request comes in and we may have to release the whole contract. When this process happens, the contracts undergo a harms review so Personal Information is redacted as well as anything else that may have harms.

I do put the caveat on this though that I'm not sure if the Ministry is planning on announcing who they have engaged as contractors for this service though as this is a unique situation. If that does happen, no personal information will be released in that announcement either.

Simon Matthews

Director, Procurement & Fin Ops

Corporate Management Services Branch

Ministry of Attorney General

W: 778-974-2946

E: Simon.Matthews@gov.bc.ca<<mailto:Simon.Matthews@gov.bc.ca>>

Please consider the environment before printing this email

From: Doug LePard <doglepardconsulting@shaw.ca>

Sent: May 3, 2022 8:27 PM

To: Matthews, Simon AG:EX

Cc: Campbell, Tracy AG:EX

Subject: RE: Draft copy of contract for prolific offenders

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

It looks good, Simon, and I have completed the info at the bottom of p. 12, including my e-signature. One thing. You noted that contracts are made public - I assume my personal info (i.e., my address) will be redacted if the contract is made public? Thx!

Doug

-----Original Message-----

From: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>

Sent: May 3, 2022 7:45 PM

To: doglepardconsulting@shaw.ca

Cc: Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>

Subject: Re: Draft copy of contract for prolific offenders

Thank you very much Doug for working with Amanda to get this back to me so quickly. Attached is a draft final contract for your review. If everything looks good, just let me know and when I get the go ahead from my Executive I'll send you the final PDF version and a certificate of insurance that we will need completed.

Simon Matthews

Director, Procurement & Fin Ops

Corporate Management Services Branch
Ministry of Attorney General
W: 778-974-2946
E: Simon.Matthews@gov.bc.ca<<mailto:Simon.Matthews@gov.bc.ca>>
Please consider the environment before printing this email

From: douplepardconsulting@shaw.ca <douplepardconsulting@shaw.ca>
Sent: May 3, 2022 5:42 PM
To: Matthews, Simon AG:EX
Cc: 'Amanda Butler'; Campbell, Tracy AG:EX
Subject: Re: Draft copy of contract for prolific offenders

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

Sounds good.

D

Sent from my Bell Samsung device over Canada's largest network.

From: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>
Sent: Tuesday, May 3, 2022 5:36:35 PM
To: Doug LePard <douplepardconsulting@shaw.ca>
Cc: 'Amanda Butler' <albutler@sfu.ca>; Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Subject: Re: Draft copy of contract for prolific offenders

Thanks Doug and Amanda, I'll review shortly and if all looks in order will have a copy to each of you this evening.

Simon Matthews
Director, Procurement & Fin Ops
Corporate Management Services Branch
Ministry of Attorney General
W: 778-974-2946
E: Simon.Matthews@gov.bc.ca<<mailto:Simon.Matthews@gov.bc.ca>>
Please consider the environment before printing this email

From: Doug LePard <douplepardconsulting@shaw.ca>
Sent: May 3, 2022 5:25 PM
To: Matthews, Simon AG:EX
Cc: 'Amanda Butler'; Campbell, Tracy AG:EX
Subject: RE: Draft copy of contract for prolific offenders

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

Hi, Simon.

Amanda and I have both added a few suggested edits to Schedule A that we're in agreement on. Re information on the specifics of the work, we suggest for your consideration incorporating this short summary:

- * Conduct stakeholder engagements, including interviews and focus groups, including but not limited to police, Crown, and the mental health field
- * Develop and submit data access requests
- * Analyze and interpret engagement data
- * Conduct a literature review, including academic searches and grey literature, as well as review of relevant stakeholder reports, documents, policies, etc.
- * Prepare a comprehensive report with pragmatic short-term, mid-term, and long-term recommendations to the Provincial Government

Doug

From: Matthews, Simon AG:EX <Simon.Matthews@gov.bc.ca>
Sent: May 3, 2022 1:24 PM
To: Amanda Butler <albutler@sfu.ca>; douplepardconsulting@shaw.ca
Cc: Campbell, Tracy AG:EX <Tracy.Campbell@gov.bc.ca>
Subject: Draft copy of contract for prolific offenders
Importance: High

Hi Amanda and Doug, please have a review of the draft contract I've prepared. It is pretty high level and I'm hoping you have some information on the specifics of the work that is being proposed so I can add that in. Have a review and come back to me with comments added to the document as I'm hoping we can finalize this asap. There is also limited risk right now removing something that may not be applicable as we can also add it back in once the Terms of Reference for the contract are created and added into the agreement.

Tracy - If you would like the outcomes section removed right now, or if you have something more appropriate, just let me know.

Simon Matthews (he/him)

Director, Procurement & Financial Operations

Corporate Management Services Branch

Ministries of Attorney General & Public Safety and Solicitor General

778-974-2946

E: Simon.Matthews@gov.bc.ca<mailto:Simon.Matthews@gov.bc.ca>

Please consider the environment before printing this email

[CMSB%20Logo%20Tagline]



CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act

The personal information requested on this form is collected under the authority of and used for the purpose of administering the *Financial Administration Act*. Questions about the collection and use of this information can be directed to the Director, Client Services, Core Government and Crowns at 250 356-8915, PO Box 9405 STN PROV GOVT, Victoria BC V8W 9V1.

Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by the Province

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office) Ministry of Attorney General's Deputy Minister's Office		AGREEMENT IDENTIFICATION NO. AT23DMO150050005	
PROVINCE'S CONTACT PERSON NAME & TITLE Shannon Salter - Deputy Attorney General		PHONE NO.	
MAILING ADDRESS 11 th Floor - 1001 Douglas Street		FAX NO.	
CONTRACTOR NAME Douglas LePard		POSTAL CODE V8W9J7	
CONTRACTOR ADDRESS s.22		POSTAL CODE	

Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME		
	ADDRESS		POSTAL CODE
OPERATIONS INSURED	PROVIDE DETAILS		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

AGENT OR BROKER COMMENTS:

AGENT OR BROKERAGE FIRM	ADDRESS	PHONE NO.
NAME OF AUTHORIZED AGENT OR BROKER (PRINT)	SIGNATURE OF AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)	DATE SIGNED

GENERAL SERVICE AGREEMENT



<i>For Administrative Purposes Only</i>	
<p>Ministry Contract No.: AT23DMO150050005 Requisition No.: N/A Solicitation No.(if applicable): N/A Commodity Code: Consulting Services</p> <p>Contractor Information</p> <p>Supplier Name: Douglas Alan LePard Supplier No.: 2811687 Telephone No.: s.22 E-mail Address: douplepardconsulting@shaw.ca Website: N/A</p>	<p>Financial Information</p> <p>Client: 105 Responsibility Centre: 15005 Service Line: 10040 STOB: 6001/6002 Project: 1500000</p> <p>Template version: February 22, 2022</p>

TABLE OF CONTENTS

No.	Heading	Page
1.	Definitions	1
1.1	General	1
1.2	Meaning of "record"	2
2.	Services	2
2.1	Provision of services.....	2
2.2	Term	2
2.3	Supply of various items.....	2
2.4	Standard of care	2
2.5	Standards in relation to persons performing Services.....	2
2.6	Instructions by Province	2
2.7	Confirmation of non-written instructions	2
2.8	Effectiveness of non-written instructions.....	2
2.9	Applicable laws and policies	3
3.	Payment	3
3.1	Fees and expenses.....	3
3.2	Statements of accounts.....	3
3.3	Withholding of amounts.....	3
3.4	Appropriation	3
3.5	Currency	3
3.6	Non-resident income tax	3
3.7	Prohibition against committing money	3
3.8	Refunds of taxes.....	4
4.	Representations and Warranties	4
5.	Privacy, Security and Confidentiality	4
5.1	Privacy	4
5.2	Security	4
5.3	Confidentiality	4
5.4	Public announcements	5
5.5	Restrictions on promotion	5
6.	Material and Intellectual Property	5
6.1	Access to Material.....	5
6.2	Ownership and delivery of Material.....	5
6.3	Matters respecting intellectual property	5
6.4	Rights relating to Incorporated Material.....	5
7.	Records and Reports	6
7.1	Work reporting	6
7.2	Time and expense records.....	6
8.	Audit	6

9.	Indemnity and Insurance	6
9.1	Indemnity	6
9.2	Insurance.....	6
9.3	Workers compensation	6
9.4	Personal optional protection	6
9.5	Evidence of coverage	7
10.	Force Majeure	7
10.1	Definitions relating to force majeure	7
10.2	Consequence of Event of Force Majeure	7
10.3	Duties of Affected Party	7
11.	Default and Termination	7
11.1	Definitions relating to default and termination	7
11.2	Province's options on default	8
11.3	Delay not a waiver.....	8
11.4	Province's right to terminate other than for default	8
11.5	Payment consequences of termination	8
11.6	Discharge of liability	8
11.7	Notice in relation to Events of Default	9
12.	Dispute Resolution	9
12.1	Dispute resolution process	9
12.2	Location of arbitration or mediation	9
12.3	Costs of mediation or arbitration	9
13.	Miscellaneous	9
13.1	Delivery of notices	9
13.2	Change of address or phone number	10
13.3	Assignment.....	10
13.4	Subcontracting	10
13.5	Waiver	10
13.6	Modifications	10
13.7	Entire agreement.....	10
13.8	Survival of certain provisions	10
13.9	Schedules	10
13.10	Independent contractor	11
13.11	Personnel not to be employees of Province	11
13.12	Key Personnel	11
13.13	Pertinent Information.....	11
13.14	Conflict of interest	11
13.15	Time	11
13.16	Conflicts among provisions	11
13.17	Agreement not permit nor fetter	11
13.18	Remainder not affected by invalidity	12
13.19	Further assurances.....	12
13.20	Additional terms.....	12
13.21	Tax Verification	12
13.22	Governing law	12
14.	Interpretation	12
15.	Execution and Delivery of Agreement	12

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 4 day of May 2022.

BETWEEN:

Lepard, Douglas Alan (the "Contractor") with the following specified address and phone number:
s.22

Phone: s.22

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by both the Attorney General and Minister Responsible for Housing and the Solicitor General (the "Province") with the following specified address and phone number:
Deputy Minister's Office
11th Floor – 1001 Douglas Street
Victoria, British Columbia V8W 9J7
Contact – Shannon Salter
604 623-6516

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 and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

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 Waived

Evidence of coverage

- 9.5 Waived

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (a) “Event of Default” means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor’s obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) “Insolvency Event” means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor’s liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor’s creditors or otherwise acknowledges the Contractor’s insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies’ Creditors Arrangement Act* (Canada),

- (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
- (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

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

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; 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 determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
 - (ii) there will be a single arbitrator; and
 - (iii) British Columbia law is the applicable law.

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 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
 - (b) 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 phone number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or phone number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or phone 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 ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on May 4, 2022 and ends on September 9, 2022

PART 2. SERVICES:

The Contractor will work with Amanda Butler to assist the Province to better understand the origin of the evolving trends surrounding prolific property offenders in British Columbia and the increase in reported unprovoked violent offences in the province. The Contractor should try and identify solutions under existing provincial authority in order to protect public safety and maintain confidence in the justice system. The two groups of offences and offenders (chronic property crime and unprovoked violent offences) may be different and require separately tailored responses.

Key Areas of focus for Services the contractor will provide are as follows:

1. Assist the Province in developing a Terms of Reference for the Services to be performed. The Terms of Reference will be incorporated into the Agreement once the Province has signed off on them;
2. Reach out to key stakeholders with practical or academic knowledge and expertise related to the issue of prolific offenders and the recent rise in unprovoked violent incidents for information on the origin of these trends and suggestions on policy and legislative responses that are in provincial government jurisdiction;
3. Explore specific proposals already received by government for feasibility of implementation and effectiveness in mitigating these two specific problems, including:
 - a. Offering courts the option of ordering real time electronic monitoring of those identified as chronic offenders and under release conditions to preserve public safety and confidence while respecting federal rules about release and least-restrictive conditions;
 - b. Identifying supports or programs that can effectively be delivered or referred to by first responders (police, fire, ambulance) for offenders to interrupt the cycle of offending or the escalation of offending;
 - c. Identifying whether programs exist between the province's voluntary complex care housing and the province's involuntary mental health hospital beds that could respond to the unique needs of this group of offenders; and,
 - d. Any other policies identified as promising through the work in subsection 1 or otherwise; and
4. Other information gathering techniques, including but not limited to:
 - a. Conducting stakeholder engagements, including interviews and focus groups, including but not limited to police, Crown, and the mental health field;
 - b. Develop and submit data access requests;
 - c. Analyze and interpret engagement data;
 - d. Conduct a literature review, including academic searches and grey literature, as well as review of relevant stakeholder reports, documents, policies, etc.;
 - e. Prepare a comprehensive report with pragmatic short-term, mid-term, and long-term recommendations to the Provincial Government;

Outputs

The Contractor must provide a draft report to the Province by August 31, 2022 and a final report to the Province by September 9, 2022.

Inputs

The Contractor must:

- Work with the Province's delegated representative as well as other contractors to the Province to obtain all relevant data and produce final outputs;

- Apply subject matter expertise and knowledge;
- Demonstrate awareness in managing sensitive information;
- Track all hours charged to this contract;

Outcomes

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

- The Province will gain a better understanding of the landscape relating to prolific property crime and offenders who are committing unprovoked violent attacks, including an evaluation of specific policy proposals that may be used to address these issues, and will be able to use the outputs from this Agreement to help guide decisions and create policy.

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

Reporting requirements

- Provide verbal or written updates as requested by the Province;

PART 3. RELATED DOCUMENTATION - Not Applicable

PART 4. KEY PERSONNEL:

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

- (a) Douglas LePard

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$25,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$200.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from Vancouver, BC on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. any additional expenses that the contractor may incur while performing the services that has been pre-approved by the Province.

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

4. STATEMENTS OF ACCOUNT:

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

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (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

Definitions

1. In this Schedule,
 - (a) “**Act**” means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
 - (b) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email of the individual;
 - (c) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;
 - (d) “**privacy course**” means the Province’s online privacy and information sharing training course or another course approved by the Province; and
 - (e) “**public body**” means “public body” as defined in the Act;
 - (f) “**third party request for disclosure**” means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
 - (g) “**service provider**” means a person retained under a contract to perform services for a public body; and
 - (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

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

Acknowledgements

3. The Contractor acknowledges and agrees that

- (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
- (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
- (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Collection of Personal Information

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the Province provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the Province otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the name and contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

- 7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
- 8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

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

Requests for Access to Information

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

Correction of Personal Information

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

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

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

Use of Personal Information

20. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
 - (a) receives a third-party request for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,subject to section 24, the Contractor must immediately notify the Province.
24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
 - (a) use its best efforts to direct the party making the third-party request to the Province;
 - (b) provide the Province with reasonable assistance to contest the third-party request; and
 - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the Province as a public body under the Act;

- (ii) the application of the Act to the Contractor as a service provider to the Province;
- (iii) the conflict between the Act and the third-party request; and
- (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the Province under this Schedule.
27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

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

Termination of Agreement

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

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

1. The Contractor makes no representations or warranties, either express or implied, with respect to any data or results arising from the services. The Contractor specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and will in no event be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar or like damages arising from any defect, error or failure to perform, even if the Contractor has been advised of the possibility of such damages. The Province hereby acknowledges that, in respect of the Services, no particular results can be guaranteed, and that it has been advised by the Contractor to undertake its own due diligence with respect to all matters arising from this Agreement. This section 1 will survive termination or expiration of this Agreement.
2. Section 9.1 of this Agreement is deleted.

Schedule G – Security Schedule

Definitions

1. In this Schedule:

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

- (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province's tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **"Tenancy Security Event Logs"** means Security Event Logs that relate to Tenancy, including:
- (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

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

PERSONNEL

Confidentiality agreements

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

Personnel security screening

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

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

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

6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

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

Security contact

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

Supply chain

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

GENERAL POLICIES AND PRACTICES

Information security policy

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

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:
 - (a) "Information Security Policy";
 - (b) government wide IM/IT Standards; and
 - (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

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

Change control and management

13. The Contractor must:

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

Backups and restores

14. The Contractor must ensure that:

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

Business continuity plan and disaster recovery plan

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

Security Incident Response and Management

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

PROTECTED INFORMATION AND DATA SECURITY

Encryption

18. The Contractor must ensure that:

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

No storage on unencrypted portable media

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

Encryption standard

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

Isolation controls and logical isolation of data

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

ACCESS AND AUTHENTICATION

User Identifiers

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

Access

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.
27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

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

Highly sensitive Protected Information

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

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,

to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

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

Application development

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

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

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

Separation of production from test environments

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

Systems (including servers) hardening

47. The Contractor must:
 - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and

- (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

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

48. The Contractor must:

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

Application firewall

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

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

Management network

50. The Contractor must ensure that for any Systems:

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

Remote management and secure access gateway

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

Database security

52. The Contractor must ensure that for any Systems:

- (a) database maintenance utilities that bypass controls are restricted and monitored;

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

Device security and antivirus scanning

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

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

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

Patching

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

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
- (a) with any identified vulnerabilities remedied, before being placed into production; and

- (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

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

Antivirus and malware scanning

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

DISPOSALS

Asset disposal

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

Asset management

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

Information destruction and disposal

- 66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
- 67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and

- (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

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

E-discovery and legal holds

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

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
 - (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

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

(d) maintain a chain of custody in all such security investigations it undertakes.

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

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

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

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

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

Notification of changes

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

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:

- (a) vulnerability scan reports of those Systems providing the Services; and
- (b) patch status reports for those Systems providing the Services.

78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:

- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
- (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement

79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars

of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

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

Referenced documents

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

Survival

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

Schedule H – Tax Verification Schedule

Not applicable

GENERAL SERVICE AGREEMENT



<i>For Administrative Purposes Only</i>	
<p>Ministry Contract No.: AT23DMO150050005 Requisition No.: N/A Solicitation No.(if applicable): N/A Commodity Code: Consulting Services</p> <p>Contractor Information</p> <p>Supplier Name: Douglas Alan LePard Supplier No.: 2811687 Telephone No.: s.22 E-mail Address: douplepardconsulting@shaw.ca Website: N/A</p>	<p>Financial Information</p> <p>Client: 105 Responsibility Centre: 15005 Service Line: 10040 STOB: 6001/6002 Project: 1500000</p> <p>Template version: February 22, 2022</p>

TABLE OF CONTENTS

No.	Heading	Page
1.	Definitions	1
1.1	General	1
1.2	Meaning of "record"	2
2.	Services	2
2.1	Provision of services.....	2
2.2	Term	2
2.3	Supply of various items.....	2
2.4	Standard of care	2
2.5	Standards in relation to persons performing Services.....	2
2.6	Instructions by Province	2
2.7	Confirmation of non-written instructions	2
2.8	Effectiveness of non-written instructions.....	2
2.9	Applicable laws and policies	3
3.	Payment	3
3.1	Fees and expenses.....	3
3.2	Statements of accounts.....	3
3.3	Withholding of amounts.....	3
3.4	Appropriation	3
3.5	Currency	3
3.6	Non-resident income tax	3
3.7	Prohibition against committing money	3
3.8	Refunds of taxes.....	4
4.	Representations and Warranties	4
5.	Privacy, Security and Confidentiality	4
5.1	Privacy	4
5.2	Security	4
5.3	Confidentiality	4
5.4	Public announcements	5
5.5	Restrictions on promotion	5
6.	Material and Intellectual Property	5
6.1	Access to Material.....	5
6.2	Ownership and delivery of Material.....	5
6.3	Matters respecting intellectual property	5
6.4	Rights relating to Incorporated Material.....	5
7.	Records and Reports	6
7.1	Work reporting	6
7.2	Time and expense records.....	6
8.	Audit	6

9.	Indemnity and Insurance	6
9.1	Indemnity	6
9.2	Insurance.....	6
9.3	Workers compensation	6
9.4	Personal optional protection	6
9.5	Evidence of coverage	7
10.	Force Majeure	7
10.1	Definitions relating to force majeure	7
10.2	Consequence of Event of Force Majeure	7
10.3	Duties of Affected Party	7
11.	Default and Termination	7
11.1	Definitions relating to default and termination	7
11.2	Province's options on default	8
11.3	Delay not a waiver.....	8
11.4	Province's right to terminate other than for default	8
11.5	Payment consequences of termination	8
11.6	Discharge of liability	8
11.7	Notice in relation to Events of Default	9
12.	Dispute Resolution	9
12.1	Dispute resolution process	9
12.2	Location of arbitration or mediation	9
12.3	Costs of mediation or arbitration	9
13.	Miscellaneous	9
13.1	Delivery of notices	9
13.2	Change of address or phone number	10
13.3	Assignment.....	10
13.4	Subcontracting	10
13.5	Waiver	10
13.6	Modifications	10
13.7	Entire agreement.....	10
13.8	Survival of certain provisions	10
13.9	Schedules	10
13.10	Independent contractor	11
13.11	Personnel not to be employees of Province	11
13.12	Key Personnel	11
13.13	Pertinent Information.....	11
13.14	Conflict of interest	11
13.15	Time	11
13.16	Conflicts among provisions	11
13.17	Agreement not permit nor fetter	11
13.18	Remainder not affected by invalidity	12
13.19	Further assurances.....	12
13.20	Additional terms.....	12
13.21	Tax Verification	12
13.22	Governing law	12
14.	Interpretation	12
15.	Execution and Delivery of Agreement	12

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 4 day of May 2022.

BETWEEN:

Lepard, Douglas Alan (the "Contractor") with the following specified address and phone number:
s.22

Phone: s.22

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by both the Attorney General and Minister Responsible for Housing and the Solicitor General (the "Province") with the following specified address and phone number:
Deputy Minister's Office
11th Floor – 1001 Douglas Street
Victoria, British Columbia V8W 9J7
Contact – Shannon Salter
604 623-6516

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 and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

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 Waived

Evidence of coverage

- 9.5 Waived

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (a) “Event of Default” means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor’s obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) “Insolvency Event” means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor’s liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor’s creditors or otherwise acknowledges the Contractor’s insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies’ Creditors Arrangement Act* (Canada),

- (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
- (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

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

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; 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 determined by arbitration under the *Arbitration Act* and:
 - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
 - (ii) there will be a single arbitrator; and
 - (iii) British Columbia law is the applicable law.

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 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
 - (b) 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 phone number

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

<p>SIGNED on the <u> 4th </u> day of <u> May </u>, 2022 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>_____ Signature(s)</p> <p><u>Doug LePard</u> Print Name(s)</p> <p><u>Mr.</u> Print Title(s)</p>	<p>SIGNED on the <u> 4th </u> day of <u> May </u>, 2022 on behalf of the Province by its duly authorized representative:</p> <p></p> <p>_____ Signature</p> <p><u>Tracy Campbell</u> Print Name</p> <p><u>Assistant Deputy Minister</u> Print Title</p>
---	--

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on May 4, 2022 and ends on September 9, 2022.

PART 2. SERVICES:

The Contractor will work with Amanda Butler to assist the Province to better understand the origin of the evolving trends surrounding prolific property offenders in British Columbia and the increase in reported unprovoked violent offences in the province. The Contractor should try and identify solutions under existing provincial authority in order to protect public safety and maintain confidence in the justice system. The two groups of offences and offenders (chronic property crime and unprovoked violent offences) may be different and require separately tailored responses.

Key Areas of focus for Services the contractor will provide are as follows:

1. Assist the Province in developing a Terms of Reference for the Services to be performed. The Terms of Reference will be incorporated into the Agreement once the Province has signed off on them;
2. Reach out to key stakeholders with practical or academic knowledge and expertise related to the issue of prolific offenders and the recent rise in unprovoked violent incidents for information on the origin of these trends and suggestions on policy and legislative responses that are in provincial government jurisdiction;
3. Explore specific proposals already received by government for feasibility of implementation and effectiveness in mitigating these two specific problems, including:
 - a. Offering courts the option of ordering real time electronic monitoring of those identified as chronic offenders and under release conditions to preserve public safety and confidence while respecting federal rules about release and least-restrictive conditions;
 - b. Identifying supports or programs that can effectively be delivered or referred to by first responders (police, fire, ambulance) for offenders to interrupt the cycle of offending or the escalation of offending;
 - c. Identifying whether programs exist between the province's voluntary complex care housing and the province's involuntary mental health hospital beds that could respond to the unique needs of this group of offenders; and,
 - d. Any other policies identified as promising through the work in subsection 1 or otherwise; and
4. Other information gathering techniques, including but not limited to:
 - a. Conducting stakeholder engagements, including interviews and focus groups, including but not limited to police, Crown, and the mental health field;
 - b. Develop and submit data access requests;
 - c. Analyze and interpret engagement data;
 - d. Conduct a literature review, including academic searches and grey literature, as well as review of relevant stakeholder reports, documents, policies, etc.;
 - e. Prepare a comprehensive report with pragmatic short-term, mid-term, and long-term recommendations to the Provincial Government;

Outputs

The Contractor must provide a draft report to the Province by August 31, 2022 and a final report to the Province by September 9, 2022.

Inputs

The Contractor must:

- Work with the Province's delegated representative as well as other contractors to the Province to obtain all relevant data and produce final outputs;

- Apply subject matter expertise and knowledge;
- Demonstrate awareness in managing sensitive information;
- Track all hours charged to this contract;

Outcomes

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

- The Province will gain a better understanding of the landscape relating to prolific property crime and offenders who are committing unprovoked violent attacks, including an evaluation of specific policy proposals that may be used to address these issues, and will be able to use the outputs from this Agreement to help guide decisions and create policy.

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

Reporting requirements

- Provide verbal or written updates as requested by the Province;

PART 3. RELATED DOCUMENTATION - Not Applicable

PART 4. KEY PERSONNEL:

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

- (a) Douglas LePard

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$25,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$200.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from Vancouver, BC on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. any additional expenses that the contractor may incur while performing the services that has been pre-approved by the Province.

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

4. STATEMENTS OF ACCOUNT:

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

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (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

Definitions

1. In this Schedule,
 - (a) “**Act**” means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
 - (b) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email of the individual;
 - (c) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;
 - (d) “**privacy course**” means the Province’s online privacy and information sharing training course or another course approved by the Province; and
 - (e) “**public body**” means “public body” as defined in the Act;
 - (f) “**third party request for disclosure**” means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
 - (g) “**service provider**” means a person retained under a contract to perform services for a public body; and
 - (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

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

Acknowledgements

3. The Contractor acknowledges and agrees that

- (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
- (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
- (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Collection of Personal Information

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the Province provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the Province otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the name and contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

- 7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
- 8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

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

Requests for Access to Information

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

Correction of Personal Information

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

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

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

Use of Personal Information

20. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
- (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
- (a) receives a third-party request for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,
- subject to section 24, the Contractor must immediately notify the Province.
24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
- (a) use its best efforts to direct the party making the third-party request to the Province;
 - (b) provide the Province with reasonable assistance to contest the third-party request; and
 - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the Province as a public body under the Act;

- (ii) the application of the Act to the Contractor as a service provider to the Province;
- (iii) the conflict between the Act and the third-party request; and
- (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the Province under this Schedule.
27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

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

Termination of Agreement

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

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

1. The Contractor makes no representations or warranties, either express or implied, with respect to any data or results arising from the services. The Contractor specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and will in no event be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar or like damages arising from any defect, error or failure to perform, even if the Contractor has been advised of the possibility of such damages. The Province hereby acknowledges that, in respect of the Services, no particular results can be guaranteed, and that it has been advised by the Contractor to undertake its own due diligence with respect to all matters arising from this Agreement. This section 1 will survive termination or expiration of this Agreement.
2. Section 9.1 of this Agreement is deleted.

Schedule G – Security Schedule

Definitions

1. In this Schedule:

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

- (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province's tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **"Tenancy Security Event Logs"** means Security Event Logs that relate to Tenancy, including:
- (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

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

PERSONNEL

Confidentiality agreements

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

Personnel security screening

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

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

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

6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

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

Security contact

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

Supply chain

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

GENERAL POLICIES AND PRACTICES

Information security policy

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

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:
 - (a) "Information Security Policy";
 - (b) government wide IM/IT Standards; and
 - (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

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

Change control and management

13. The Contractor must:

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

Backups and restores

14. The Contractor must ensure that:

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

Business continuity plan and disaster recovery plan

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

Security Incident Response and Management

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

PROTECTED INFORMATION AND DATA SECURITY

Encryption

18. The Contractor must ensure that:

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

No storage on unencrypted portable media

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

Encryption standard

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

Isolation controls and logical isolation of data

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

ACCESS AND AUTHENTICATION

User Identifiers

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

Access

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.
27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

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

Highly sensitive Protected Information

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

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,

to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

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

Application development

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

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

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

Separation of production from test environments

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

Systems (including servers) hardening

47. The Contractor must:
 - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and

- (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

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

48. The Contractor must:

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

Application firewall

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

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

Management network

50. The Contractor must ensure that for any Systems:

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

Remote management and secure access gateway

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

Database security

52. The Contractor must ensure that for any Systems:

- (a) database maintenance utilities that bypass controls are restricted and monitored;

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

Device security and antivirus scanning

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

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

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

Patching

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

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
- (a) with any identified vulnerabilities remedied, before being placed into production; and

- (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

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

Antivirus and malware scanning

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

DISPOSALS

Asset disposal

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

Asset management

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

Information destruction and disposal

- 66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
- 67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and

- (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

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

E-discovery and legal holds

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

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
 - (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

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

(d) maintain a chain of custody in all such security investigations it undertakes.

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

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

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

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

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

Notification of changes

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

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:

- (a) vulnerability scan reports of those Systems providing the Services; and
- (b) patch status reports for those Systems providing the Services.

78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:

- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
- (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement

79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars

of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

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

Referenced documents

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

Survival

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

Schedule H – Tax Verification Schedule

Not applicable