

DIRECT AWARD JUSTIFICATION AND PRE-APPROVAL REQUEST

CLIFF #: 8

FORM USAGE AND ROUTING:

This form must be completed by the contract manager to clearly document the justification for direct awarding a service contract and ensures compliance with government contract policy. Unless the contract is an emergency, this form must be completed and pre-approved prior to any discussions with or commitment to the vendor. Pre-approval is required by the expense authority, program assistant deputy minister and if \$25,000 or greater, the ministry executive financial officer. The original completed and signed form must be retained in the program contract file. Send completed form(s) to FSAHELP for routing and approval processing

CONTRACT INFORMATION			
Ministry: Office of the Premier		Program: Premier's Office	
Contract Manager Name and Phone #: Vanessa Geary 604-775-1662			
Legal Contractor Name: Suzanne Hawkes			
Contract Value: \$5,000	Term: June 18, 2018 - July 6, 2018	STOB: 6101/02	Contract Type: <input checked="" type="checkbox"/> New <input type="checkbox"/> Multi-year <input type="checkbox"/> Renewal
Commonly Used Contract STOBs: 6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt). 6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation. 8020/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees.		6101/02 - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting). 6302 - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals). 6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.	

RATIONALE FOR ALL DIRECT AWARD CONTRACTS	
PART 2	1. Describe the services required and provide an explanation of why you need to acquire these services. Attend and provide facilitation for Premier's Office staff strategic planning session.
	2. What is the financial or other impact if this direct award is not approved and a competitive process is required? Disclosure through an open competition could reasonably be expected to compromise confidentiality. Services are based on the development of trusted relationship, confidentiality and discretion.
	3. Under which Core Policy and Procedures Manual exception is this direct award request being made (see section 6.3.3)? <input type="checkbox"/> Public Sector Organization <input type="checkbox"/> Sole Source <input type="checkbox"/> Sole Source - Notice of Intent <input type="checkbox"/> Security, Order, etc.
	<input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Confidentiality <input type="checkbox"/> No Exceptions Apply - \$25,000 or Greater <input type="checkbox"/> No Exceptions Apply - Less than \$25,000
	4. Explain the reasons why this contract meets the criteria of the above selection (i.e., how would a competitive process compromise government confidentiality, cause economic disaster or be contrary to the public interest)? The acquisition is of a confidential or privileged nature and disclosure through an open competition could reasonably be expected to compromise government confidentiality.
	5. Has your program used these services in the past? If yes, who was the vendor and was the opportunity competitively bid or direct awarded? Provide the most recent date and contract value. No.
	6. Will this purchase obligate government to this vendor for future purchases (e.g., maintenance, licensing or continuing need)? If yes, provide details. No.
7. Were alternative vendors evaluated? If yes, who were they and why were they unacceptable? If no, why were alternatives not evaluated? N/A.	

ADDITIONAL RATIONALE FOR SOLE SOURCE CONTRACTS ONLY	
PART 3	1. Why is the requested vendor the only one that can meet your requirements? Provide specific, quantifiable factors and/or qualifications and explain why they are necessary. Ms. Hawkes recently facilitated a session for Cabinet which built trust and confidence in her skills and ability to maintain confidentiality.
	2. What other suppliers did you consider before arriving at the conclusion that the sole source direct award criteria was met and the requested vendor was the only one that met your needs? N/A

PRE-APPROVALS		
Exp. Auth. Name: Vanessa Geary	ADM Name: Geoff Meggs (Chief of Staff)	**EFO Name:
<i>Geary</i> 26/06/2018	<i>Meggs</i> 25/06/2018	
Signature & Date	Signature & Date	Signature & Date
**EFO sign-off is only required if the contract is \$25,000 or greater.		

SERVICE CONTRACT CHECKLIST

Page:1

FORM USAGE AND ROUTING:

This form must be completed for all service contracts and amendments to service contracts involving an increase to the dollar value. It requires approval from the contract manager and the ADM (only in certain circumstances) before the contract/amendment is signed. After being signed by both parties, attach the original contract/amendment to the original Service Contract Checklist and forward to Accounts, Financial Services and Administration, Ministry of Finance.

DESCRIPTION OF CONTRACT - Complete Part 1 for all contracts and amendments.

Legal Contractor Name: Suzanne Hawkes

Req #: 1518

Contract #: C19PREM1518

Contract Type: ☒ New ☐ Multi-year ☐ Renewal ☐ Amendment

Brief Description of Services:

Attend and provide facilitation for Premier's Office planning session.

Term: June 18, 2018 - July 6, 2018

Rate (per hour or day): \$2,000/day

CONTRACT CODING: (If more lines needed attach separate sheet)

Complete for Capital Asset Contracts (STOB 2000):

OFA STOBs:

2176-Heavy Equipment
2195-Operating Equipment
2215-Office Furniture & Equip.
2275-Mainframe HW & Servers
2281-M/F HW & Servers WIP
2295-PC Hardware
2315-Mainframe Software
2321-Mainframe Software WIP
2335-Major Systems Software
2355-PC Software
2395-Tenant Improvements

Amount	CL	Resp.	Service Line	STOB	Project	OFA STOB	Service Data (DD-MMM-YYYY)	Asset # (if applicable)
4,000.00	004	36A10	36200	6101	36005			
1,000.00	004	36A10	36200	6102	36000			
5,000.00								

CONTRACT TOTAL

Commonly Used Contract STOBs:

6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt).
6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation.
6020/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees.

6101/02 - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting).
6302 - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals).
6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.

SELECTION PROCESS - Complete Part 2 for new contracts only. Do not complete for renewals or amendments. Select only one box.

Open Process

- ☐ Request for Proposal (RFP) (100) RFP # _____
Suppliers submit proposals on how, and at what price, they would provide a service.
- ☐ Invitation to Quote (ITQ) (100) ITQ # _____
For priced based services only - you know exactly what you want done and are looking for the best price.
- ☐ Other Open Competitive Process (100)
Identify process used: _____
An open competitive process other than Request for Proposal or Invitation to Quote is used (e.g., Joint Solution Procurement, Invitation to Tender), normally by advertising the opportunity on BC Bid.

Direct Process:

- ☐ Three Verbal or Written Bids (300)
Only used for contracts less than \$25,000. A RFP or ITQ is required for contracts valued at \$25,000 or more. Documentation of bids must be kept on the contract file. Note: Obtaining verbal bids is not recommended but if used, the process must be documented in writing and included in the contract file (e.g., communication between ministry and vendors).
- ☐ Direct Invitation to Selected Vendors (300)
A competitive solicitation, for contracts \$25,000 or more, that is issued to a limited list of vendors and not advertised on BC Bid. If vendors are on a pre-qualification list, use category 401 below.
Note: A RFP or ITQ is required by ministry policy for contracts valued at \$25,000 or more.

Direct Award:

- ☐ Public Sector Organization (200)
The contract is negotiated and directly awarded without competitive process because the contract is with another government organization.
- ☐ Sole Source (201)
The contract is negotiated and directly awarded without competitive process because the ministry can strictly prove that only one contractor is qualified. A NOI is not required. Note: Evidence of how the ministry "proved" sole source must be documented in the contract file.
- ☐ Sole Source - Notice of Intent (205)
The contract is negotiated and directly awarded without competitive process (a NOI is not a competitive process) because the ministry believes but cannot strictly prove that only one contractor is qualified and a Notice of Intent is posted. A NOI must be posted on BC Bid when a contract for services or construction valued at more than \$50,000, is to be directly awarded on this basis. Note: It is recommended that a NOI be posted for opportunities valued at \$25,000 or more that are being awarded on this basis.
- ☐ Security, Order, etc. (203)
The contract is negotiated and directly awarded without competitive process because a competitive process would interfere with the ministry's ability to maintain security or order or to protect human, animal or plant life or health.
- ☐ Emergency (202)
The contract is negotiated and directly awarded without competitive process because an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process.
- ☒ Confidentiality (204)
The contract is negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.
- ☐ No Justification (206)
Where a direct award has been made which is not justified under one of the exceptional conditions specified in the Core Policy and Procedures Manual section 6.3.3 a (1) (i.e., 200 - 204), or a Notice of Intent was required but has not been issued, or it is provided for under another policy.
- ☐ Direct Award - Under \$25,000 (207)
A direct award has been made for a contract less than \$25,000 and categories 200, 201, 202, 203 and 204 do not apply.

Pre-qualification:

- ☐ Selected Vendor From Pre-qualification List (400)
A contract that is issued to a vendor on a pre-qualification list without undertaking a competitive process. The process must be consistent with the rules publicized when the list was established.
- ☐ Purchase from a Corporate Supply Arrangement (500)
A purchase from a pre-established corporate supply arrangement as identified in the Core Policy Manual section 6.3.2 a (1).
- ☐ Competition Among Vendors on a Pre-qualification List (401)
A competitive solicitation that is issued to a limited list of vendors selected from a pre-qualification list. The process must be consistent with the rules publicized when the list was established.
Check appropriate box to indicate which competitive process was used:
☐ RFP ☐ ITQ ☐ 3 Verbal or Written Bids
☐ Other (please identify): _____

SERVICE CONTRACT CHECKLIST

Page 2

AGREEMENT ON INTERNAL TRADE (AIT) / BRITISH COLUMBIA - ALBERTA TRADE INVESTMENT & LABOUR MOBILITY AGREEMENT (TILMA)
 Complete Part 3 for new contracts only. Do not complete for renewals/amendments. Select only one box.

P A R T 3	<input type="checkbox"/> Purchase Subject to AIT/TILMA (100) The purchase is for services over \$75K and is not excluded or exempted under any other provision of the AIT/TILMA or other category below.	<input type="checkbox"/> Excluded - Product Compatibility/Exclusive Rights (600) A purchase which must ensure compatibility with existing products; recognize exclusive rights, such as exclusive licenses, copyright and patent rights; or maintain specialized products that must be maintained by the manufacturer or its representative.
	<input checked="" type="checkbox"/> Purchase Not Subject to AIT/TILMA (200) The purchase is for services \$75K or less.	<input type="checkbox"/> Excluded - Procurement of Prototype (700) The procurement of a prototype or a first service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases.
	<input type="checkbox"/> Excluded - Exempted Commodity/Service (300) The purchase is for services that are exempted from coverage of AIT/TILMA or to which the AIT/TILMA does not apply by virtue of its specific reference in Chapter 5 of the agreement (e.g., health & social services).	<input type="checkbox"/> Excluded - Regional/Economic Development (800) A purchase which, under exceptional circumstances, may be excluded by the Province from the application of Chapter 5 of the AIT/TILMA for regional and economic development purposes.
	<input type="checkbox"/> Excluded - Emergency (400) A purchase where an unforeseeable situation of urgency exists and the services cannot be obtained in time by means of an open procurement.	
	<input type="checkbox"/> Excluded - Security, Order, etc. (500) A purchase where compliance with the open tendering provisions set out in Ch. 5 of the AIT/TILMA would interfere with the Province's ability to maintain security or order or to protect human, animal, plant life or health.	

POLICY COMPLIANCE - NEW CONTRACTS - Complete for new contracts only. Do not complete for renewals/amendments.

	YES	NO	N/A
1. Before taking steps to find a contractor, a cost benefit justification (CBJ) must be prepared for service contracts over \$100,000. Where appropriate, it should include a cost comparison between contracting out vs. using in-house resources if they were available, contract outcomes, etc. Has a CBJ been prepared for inclusion in the contract file? (CPPM 6.3.1.5)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. As per the AIT/TILMA, did you advertise on BC Bid for any contract over \$75,000 or if a pre-qualification list was used, did you select the contractor through a competitive process between all suppliers on the list? (CPPM 6.3.2.c)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Executive Financial Officer (EFO) pre-approval is required for all Labour and Citizens' Services service contracts over \$25,000 that are being directly awarded. Has a briefing note been signed by the EFO for inclusion in the contract file?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. If this contract was directly awarded (including the policy exemptions in CPPM 6.3.3.a) have the reasons been clearly explained and documented for inclusion in the contract file? (CPPM 6.3.3.a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. If this contract is being awarded to a contractor that has been used for similar work in the previous 3 months (3 months from previous expiry date) the new contract must be approved by an expense authority with authority for the combined total of the contracts. Has the appropriate expense authority approved the contract? (CPPM 6.3.2.a.11)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Can you confirm this contract does not constitute an employer/employee relationship? (CPPM 6.3.1.6). For more information, refer to "Employee or Self-Employed" pamphlet at http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-06a.pdf .	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If the General Services Agreement was not used, did you obtain Legal Services and Risk Management approval? Documentation of approval must be kept in the contract file. (CPPM 6.3.3.d)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Does Schedule A clearly identify specific and measurable contract deliverables? (CPPM 6.3.6.c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Does Schedule A clearly identify the process the ministry will use to monitor the contractor's performance (e.g., frequency & format of reporting requirements)? (CPPM 6.3.6.c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. If sub-contractors will be providing any of the services are they identified in Schedule C?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. If this is a professional services contract (e.g., IT, accounting, management consulting), have you completed and attached Schedule D (Insurance) & Schedule F (Additional Terms)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. If Schedule D (Insurance) is attached, is the insurance adequate to cover the risks associated with this contract http://www.fin.gov.bc.ca/pt/mbb/forms/coi/over.stm ?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. If the contractor will be involved with "personal information" as defined in the FOIPPA, have you completed and attached Schedule E (Privacy Protection - http://www.msar.gov.bc.ca/privacyaccess/PPS/mjipps.doc)? (CPPM 6.3.3.e.11)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Has the Information Package for Service Contractors been forwarded to the contractor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Appendix 1 must be attached to all service contracts including travel expenses. Have you attached Appendix 1?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CONTRACT AMENDMENTS - Complete Part 6 for contract amendments only.

Reason for amendment:

Previous Contract Total: _____

Amendment Amount: _____

New Contract Total: _____ 0.00

POLICY COMPLIANCE

	YES	NO
1. Does the amendment format comply with the CPPM (CPPM 6.3.3.e.9)? http://www.fin.gov.bc.ca/camss/fsa/Branch/Forms/Modification_Agreement.doc .	<input type="checkbox"/>	<input type="checkbox"/>
2. The amendment amount(s) must be added to the original amount of the contract to determine the new total for approval requirements. Has the appropriate expense authority approved the amendment?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have the circumstances that caused this contract to be amended been clearly documented for inclusion in the contract file (e.g., unforeseen technical problem delayed the project and the details are explained in the file)?	<input type="checkbox"/>	<input type="checkbox"/>

APPROVALS - Complete Part 6 for all contracts and amendments.

P A R T 6	Contract Mgr. Name: Vanessa Geary	**ADM Name: Geoff Meggs (Chief of Staff)	AP/PO Clerk
	<i>Vanessa Geary</i> 23/06/2018	<i>Geoff Meggs</i> June 25/2018	
	Signature & Date	Signature & Date	Initials & Date
** ADM sign-off is only required if the contract was directly awarded or the answer to any of the questions in Part 4 or 5 was 'NO'.			

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DESCRIPTION OF CONTRACT - Complete Part 1 for all contracts and amendments.

Legal Contractor Name: Suzanne Hawkes

Req #:

Contract #:

Contract Type: ☒ New ☐ Multi-year ☐ Renewal ☐ Amendment

Brief Description of Services:

Attend and provide facilitation for Premier's Office planning session.

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Check appropriate box to indicate which competitive process was used:
- ☐ RFP ☐ ITQ ☐ 3 Verbal or Written Bids
☐ Other (please identify): _____

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: _____
Requisition No.: _____
Solicitation No. (if applicable): _____
Commodity Code: _____

Contractor Information

Supplier Name: *Suzanne Hawkes*
Supplier No.: s.22 SITE 001
Telephone No.: s.22
E-mail Address: hawkes@convergecom.ca
Website: <https://suzannehawkes.com>

Financial Information

Client: _____
Responsibility Centre: _____
Service Line: _____
STOB: _____
Project: _____

Template version: July 31, 2017

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SCHEDULE A - SERVICES

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

SCHEDULE B - FEES AND EXPENSES

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

SCHEDULE C - APPROVED SUBCONTRACTOR(S)

SCHEDULE D - INSURANCE - N/A 

SCHEDULE E - PRIVACY PROTECTION SCHEDULE

SCHEDULE F - ADDITIONAL TERMS

SCHEDULE G - SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 18th day of June, 2018.

BETWEEN:

Suzanne Hawkes (the "Contractor") with the following specified address:
c/o Convergence Communications, Inc.
s.22

hawkes@convergecom.ca

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented
by the Premier (the "Province") with the following specified address:
PO Box 9041, Stn Prov Govt
Victoria, BC V8W 9E1

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of "record"

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

2 SERVICES

Provision of services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

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

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

Statements of accounts

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

Withholding of amounts

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

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

- 3.8 The Contractor must:

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

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

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

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

Rights in relation to Incorporated Material

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

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

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

Insurance

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

Workers compensation

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

Personal optional protection

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

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

Province's options on default

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

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;

- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

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

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

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

Change of address or fax number

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

Assignment

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

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

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

Schedules

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

Independent contractor

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

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

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

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

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

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

Governing law

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

14 INTERPRETATION

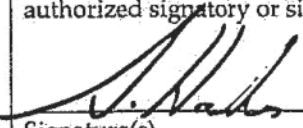
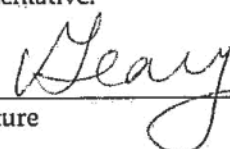
14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>27th</u> day of <u>June</u>, 20<u>18</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>Suzanne Hawkes</u> _____ Print Name(s)</p> <p><u>Consultant</u> _____ Print Title(s)</p>	<p>SIGNED on the <u>28th</u> day of <u>June</u>, 20<u>18</u> on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p><u>Vanessa Geary</u> _____ Print Name</p> <p><u>Executive Director, Operations and Strategic Initiatives, Office of the Premier</u> _____ Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on June 18, 2018 and ends on July 6, 2018.
2. At the sole discretion of the Province, the initial term in section 1 of this Part 1 may be extended for three additional terms of one month each by the delivery of a written notice by the Province to the Contractor setting a new termination date for this Agreement.

PART 2. SERVICES:

Design and facilitate a one day planning session for senior staff in the Office of the Premier.

Outputs

The Contractor must:

1. Design a planning session for the senior staff of the Office of the Premier;
2. Facilitate the planning session for the senior staff of the Office of the Premier on June 29, 2018.
3. Provide their services in a confidential capacity.

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

Reporting requirements:

1. Final Design with supporting documents: June 27, 2018.
2. Facilitated planning session: June 29, 2018.

PART 3. RELATED DOCUMENTATION:

2. The following are Appendices to this Schedule A:

Appendix 1 – Group II Rates – Expenses for Contractors
Appendix 2 – Service Contractor Travel Expense Claim Form
Appendix 3 – Invoice Payment Policy
Appendix 4 – Invoice Sample
Appendix 4 – Lobbying Notice to Contractors
Appendix 5 – Privacy Training Guide for Contractors – Step by Step
Appendix 6 – Certificate of Insurance (fillable form)

ATTACHED
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ATTACHED N/A 

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - (a) Suzanne Hawkes

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$5,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Flat Rate

Fees: at a flat rate of \$4,000 and to a maximum total amount of \$4,000 for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses: must not exceed a maximum amount of \$1,000 for those expenses during the Term when the Contractor provides the Services.

- a. travel, accommodation and meal expenses for travel greater than 32 kilometres away from 705 West 23rd Avenue, 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

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above and 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, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, 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;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor 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 all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (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

N/A 

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

Purpose

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

Collection of personal information

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

Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that person providing those services.
7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

23. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

Schedule F – Additional Terms

Not applicable.

Schedule G – Security Schedule

Definitions

1. In this Schedule,

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

Schedule contains additional obligations

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

Services Worker confidentiality agreements

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

Services Worker security screening

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

Services Worker activity logging

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

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Contractor
 - (i) being used by the Contractor to provide the Services, or
 - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

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

Integrity of Information

10. The Contractor must:
 - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
 - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
 - (a) remained as complete as when it was acquired or accessed by the Contractor; and

- (b) not been altered in any material respect.

Documentation of changes to processes

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

Notice of security breaches

- 13. If Contractor becomes aware that:

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

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

Review of security breaches

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

Retention of Records

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

Storage of Records

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

Audit

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

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

Termination of Agreement

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

Interpretation

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

SCHEDULE G – Appendix G1 – Security screening requirements

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

Verification of name, date of birth and address

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

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

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

Verification of education and professional qualifications

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

Verification of employment history and reference checks

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

Security interview

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

APPENDIX 1 - Group 2 Rates EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor. Expenses cannot be direct billed to the ministry except in unusual circumstances (In these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g., to claim for GST credits).

Travel Expenses

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

1. Meal Allowances:

Effective March 29, 2009, the following meal allowances can be claimed which must not exceed \$49.00 per day (receipts are not required):

Breakfast only	\$22.00	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$22.00	claim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$28.50	claim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$30.00	see above
Breakfast and dinner only	\$36.50	see above
Lunch and dinner only	\$36.50	see above
Full day	\$49.00	

2. Mileage Rates When Using Private Vehicle:

Effective April 1, 2018 the private mileage allowance is \$.54 per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

3. Taxi and Parking:

Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.

4. Car Rentals:

Approved car rental agencies and the maximum rates for each community are listed at <http://www2.gov.bc.ca/gov/content/governments/services-for-government/bc-bld-resources/goods-and-services-catalogue/daily-vehicle-rentals>. Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC. Contractors should ask for the government rate. Receipts/copies of receipts are required. PAI (personal accident insurance) will not be reimbursed. CDW/LDW (collision/loss damage waiver) will be reimbursed only when renting from a company not on the approved list for the specific community or when renting outside BC.

5. Accommodation:

a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required).

Approved hotels and the maximum rates that may be claimed for rooms and supplementary items (e.g., parking) are listed in the Accommodation Guide. Rates may vary between summer, winter and shoulder seasons.

Only the single government rate will be reimbursed.

The "number in party" identified on the receipt must show only one person.

Process for Selecting Accommodation:

- Select the most cost-effective hotel from the accommodation guide that meets your business requirements.
- Ensure the expectations of the ministry expense authority are clarified (through the contract manager) regarding the price of accommodation before travel takes place.
- Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.

If the contractor cannot stay at any of the hotels listed in the guide due to an exceptional or emergency situation, pre-approval must be obtained from the ministry expense authority and attached to the expense claim. This approval should be obtained through the contract manager.

b) **Private lodging** (receipts are not required):

\$31.65 per night may be claimed when private lodging is arranged (e.g., staying with friends).

6. Airfare:

Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.

7. Miscellaneous Travel Expenses:

Laundry, gratuities, portage and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.

8. Out-of-Province Travel:

When B.C. contractors are required to travel out-of-province, a Travel Authorization form approved by the ministry director must accompany the expense claim.

Other Expenses

1. Business Expenses (e.g., all costs associated with meetings, including business and guest meals):

Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the contractor).

2. GST:

When receipts are submitted for reimbursement, they should be adjusted to deduct the embedded GST. A contractor with a GST registration number can claim input tax credits from Canada Revenue Agency.

3. Miscellaneous Expenses (e.g. business telephone/fax calls, newspapers, etc.):

Miscellaneous expenses will be paid if supported by original receipts and in our opinion are necessarily incurred by you in providing the service. Contact the contract manager before incurring any miscellaneous expenses.

FORM USAGE

[illegible][illegible]

Embedded GST should not be claimed by service contractors. Please ensure GST is deducted from travel receipts.

Service Contractor's Signature

INVOICE PAYMENT POLICY FOR SERVICE CONTRACT INVOICES

The Ministry of Finance pays service contract invoices as follows:

- These time frames apply to **correctly submitted** invoices only. Refer to "Invoice Instructions for Contractors" for a listing of invoice requirements.
- It is our expectation that your monthly invoice will be **processed by the program area in 5 working days**. It will then be forwarded to the central Accounts Office for payment processing. Contractors should expect to receive a cheque in the mail approximately 30 days from the date the invoice is received in the Accounts Office.
- Payments are processed by the central Accounts Office on a "first in, first out" basis. Requests for special treatment cannot be accommodated.
- Cheques will be mailed directly to the contractor at the address shown on the invoice. Note that this address must match the address on the contract.

Billing Frequency

Contractors must submit invoices no more than once a month.

Interest

Interest is automatically paid effective 61 days after the date the invoice or services are received (whichever is later) at the government mailing address shown on the contract. Interest under \$5.00 will not be paid. Interest is paid at provincial government rates.

Direct Deposit of Cheques

Service contractors may complete an application form for "EFT" (Electronic Funds Transfer) so that cheques are automatically deposited to their bank account. However, the EFT process may add up to 3 working days to the time frames shown above. This extra time is required by financial institutions to ensure EFT payments are processed.

Prepared by Financial Services and Administration,
Ministry of Finance
November 6, 2003

If company letterhead is not used, the invoice must be signed by the contractor.

ABC Consulting Ltd.

123 Anywhere Street
Anytown, British Columbia
V6H 3H1
Phone 123-456-7890
Fax 123-456-7891

The name and address of the contractor must match the full legal name and address shown on the contract. There is a legal requirement to make cheques payable to the name shown on the contract.

INVOICE (Sample)

DATE: April 1, 2013
INVOICE #: 9912345
CONTRACT/ PO #: C14CITZ12345

Billing address: This is usually the Government mailing address on the contract or PO. Make sure the billing address includes the correct Ministry name and the correct address. Mark the invoice to the attention of: Accounts Payable.

Must be included on all invoices. Note that a unique invoice number is required for each submission.

Bill To:
Attn: Accounts Payable
Ministry of Citizens' Services
3rd Floor, 3350 Douglas Street
Victoria, BC
V8Z 3L1

If work is performed by more than one individual, the invoice must identify the name of the person working the hours.

Description of the services provided:

Period the invoice covers:

Breakdown of the fees being charged:

DESCRIPTION	DAYS	RATE	AMOUNT
Preparation of the draft policy and procedures document pursuant to the above noted contract. Services performed April 1, 2013 – September 15, 2013			
Jane Smith – April 1, 6, 7, 8, 9, 12, 14, 15, 16 – 9 days @\$550.00	9	550.00	\$3,850.00
Mary Jones – September 3, 5, 6, 8, 9, 11, 15 – 7 days @\$600.00	7	600.00	\$4,200.00
<p>The travel expense claim form is for use by contractors when submitting travel expenses. It contains a clause related to GST. The claim form is to be attached to the contractor's invoice as backup documentation (with travel receipts attached).</p> <p>Travel expenses from April 6 to 9 for Jane Smith as per the attached Travel Expense Claim Form. Ferry fares \$224.00 (less GST embedded) (\$10.00 – input tax credit of 5%).</p>		Fees:	\$8,050.00
		Expenses:	\$214.00
		Total Fees & Expenses:	\$8,264.00
		GST @5%	\$413.20
		PST @7%	0.00
TOTAL Due:			\$8,677.20

GST needs to be itemized separately on the invoice.

PST if applicable needs to be itemized separately on the invoice.

Note: Expense reimbursement must remove GST from the claim form as GST paid is reimbursed from CRA directly as an input tax credit. Eg: Ferry Receipt: \$224.00 Less GST charged: \$10.00 (Vendor must claim ITC from CRA) = \$214.00

Ministry of Finance

Updated April 1, 2013



NOTICE TO CONTRACTORS

As a contractor with the Province, it is your responsibility to abide by all applicable laws. This is to bring to your attention that if you are conducting services for the province, and you also fall within the parameters of the Lobbyists Registration Act, then it is your responsibility to make this determination and register if necessary.

May 30, 2008



Privacy, Compliance and Training Branch

This guide has been prepared for general information purposes. It is not a legal document. Please refer to the *Freedom of Information and Protection of Privacy Act* and Regulations for purposes of interpretation and application of the law.

Step-by-Step Guide: Contractors

The following guide walks through the steps required in order to successfully complete the Privacy and Information Sharing: Awareness Training for Contractors and Service Provider course.

Please be advised that the steps below may vary from one contracting ministry to the next, as each ministry is responsible for the personal information in their custody or under their control. So please co-ordinate completion of the course with your contract manager.

Step 1: Planning

Whether you're renewing an existing contract or creating a new contract, you need to work with your contract manager/procurement advisor at the ministry to determine whether or not "personal information" will be collected or created as part of the contracted services. Here are a couple of tips to help make that determination:

1. To understand if personal information is being collected or created as part of the contracted services, a clear understanding of the definition of personal information is necessary. Please [click here](#) for the definition of what personal information is.
2. The inclusion of Schedule E – Privacy Protection Schedule in the contract is an indicator that someone has assessed your contract to involve personal information. The instructions included in Schedule E of the General Services Agreement (GSA) contemplate its inclusion or exclusion based on the presence of personal information in the delivery of services.

Step 2: Determining who needs to take the training

If it is determined in Step 2 that personal information is not being collected or created as part of the contracted services, the contractors are not required to complete the privacy training.

If, however, it is determined that personal information is involved, then each individual working for or on behalf of the contractor who is or will be collecting or creating personal information as part of delivering service for the province is required to take the training prior to providing any services involving personal information.

Depending on your line of business or the size of your organization, you should also bear in mind that some individuals may already have taken the training, either as part of a different contract or simply as a proactive measure. In order to verify if an individual has already completed the course, you can do either or both of the following:

1. Check with your contract manager, who will be able to confirm with the relevant Ministry Privacy Officer (MPO) as to who has/has not completed the training.

Note: MPOs will have access to reports issued by government's central privacy office (the Privacy, Compliance and Training Branch - PCT), which will list course completion at the level of the individual. This is important to bear in mind when it comes to determining how many "seats" to purchase. See Step 4 below.

2. Individuals who have completed the training will have been able to generate a certificate upon completion and should be able to produce that upon request.

Step 3: Taking the course

Now that you've determined: a) whether or not personal information is involved in the contracted services, and if so; b) who is required to take the privacy training, the next step is actually pay for, access, and complete the training:

The training course can be found by clicking this link (which may also be included as a URL in the contract) https://order.openschool.bc.ca/Product/Detail/ps_7540006302

A. How to purchase the course

1. Once you go to the link above, enter the number of course "seats" you want to purchase in the Quantity field. If you are purchasing the course just for yourself, the quantity will be "1". However, you may be responsible for purchasing the course for multiple individuals in your organization. If this is the case, you can enter the number of courses required in the quantity field. Remember, because completion is tracked at the level of the individual, you will need to purchase the course for each individual required to take the training.
2. Click the Add to Cart button. You will be redirected to the Basket page.
3. Click the Checkout button on the Basket page.
4. Proceed through the shopping cart pages and complete any required fields.

B. How to register for the course (for one person)

1. After you've paid for the course (either for just yourself or for multiple individuals) an automated email from osbc.etraining@gov.bc.ca is sent to you containing a self-registration link. If you are unable to find the email in your inbox, check your junk folder.
2. Open the self-registration link in a web browser.
3. Complete the required fields.

Note: If you have purchased the course for multiple individuals, this step can be carried out in a couple of different ways. Either the self-registration link can be forwarded to each of the

individuals required to take the course so that they can register themselves, or one individual can complete the registration process on their behalf and register them one-by-one.

4. Click the Register button.
5. An automated email notifying each registered individual that enrollment is being processed will be sent (within a few minutes of clicking the Register button) from osbc.etraining@gov.bc.ca.
 - a. In this email will be a user ID and password (unique to each registrant).
6. An automated email notifying each registered individual that course enrollment is completed will be sent (within a few minutes after receiving the email in step 5) from osbc.etraining@gov.bc.ca.
 - a. In this email will be a URL where each registered individual can log-in with the user ID and password received in step 5.

C. How to complete the course

1. Log-in at the following URL: <http://moodle2.openschool.bc.ca>
2. Click on your course title, Privacy and Information Sharing: Awareness Training for Contractors and Service Providers.
3. Open the course material by clicking on the link titled, Privacy and Information Sharing.
4. Read through all the slides.
5. Return to your course home page when you are finished reading the slides.
6. The Certificate link should be available for you to click on.
 - a. Open the certificate.
 - b. Fill in your name.
 - c. Print the certificate.
 - d. File someplace where it will not be lost.

Step 4: On-going maintenance of the training requirement and troubleshooting

The above listed steps should be able to address the majority of those who will be required to take the privacy training course. However, there are likely to be instances which are unique or that require additional maintenance efforts. The following scenarios should address the most common of these situations:

What if a contractor used to work for government, does that individual still have to take the course?

All government employees are required to take a similar course to the contractor course. Therefore, those contractors who have previously worked in government and are recorded within PCT records as having completed the course will be credited with having taken the contractor course and, upon request, can be provided a certificate by PCT that can then be produced for ministry contract managers.

What if a contractor has a significantly large number of employees that would be required to take the course?

Alternative arrangements to meet the training requirement can be made in extenuating circumstances. These arrangements must be made and approved through PCT prior to implementation in order to receive credit for the course.

For more information or to request a certificate of completion of the government privacy training course or to discuss alternative arrangements to meet the training requirement please contact the Privacy and Access helpline at:

250 356-1851

Or via email at: privacy.helpline@gov.bc.ca

When you contact the helpline, please indicate "contractor training" in your enquiry.



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)		AGREEMENT IDENTIFICATION NO.	
PROVINCE'S CONTACT PERSON NAME & TITLE		PHONE NO.	
		FAX NO.	
MAILING ADDRESS		POSTAL CODE	
CONTRACTOR NAME			
CONTRACTOR ADDRESS		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:

AGENCY 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

OOP FOI PREM:EX

From: Parkinson, Elizabeth PREM:EX
Sent: October 9, 2018 3:34 PM
To: 'hawkes@convergecom.ca'
Subject: Expenses for June 29th event

Hi Suzanne,

s.22
s.22 . Also, please note that they will not reimburse for tips on cabs or meals and will not pay for alcohol. s.22

Thanks,



Elizabeth Parkinson

Finance and Administration Officer

Office of the Premier

Direct: 250-387-1805

Office: 250-387-1715

E-mail: elizabeth.parkinson@gov.bc.ca

CONFIDENTIALITY NOTICE: The above message contains confidential information intended for a specified individual and purpose. The information is private and protected by law. Any copying or disclosure of this transmission by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please notify the sender immediately and delete this message and any attachments from your system. Thank you.

OOP FOI PREM:EX

From: Parkinson, Elizabeth PREM:EX
Sent: October 11, 2018 11:42 AM
To: 'Suzanne Hawkes'
Subject: RE: s.22

You too Suzanne. And I've just paid the expenses so you should receive that payment shortly too.

Elizabeth

From: Suzanne Hawkes [mailto:hawkes@convergecom.ca]
Sent: Thursday, October 11, 2018 11:27 AM
To: Parkinson, Elizabeth PREM:EX
Subject: Re: s.22

Yes she did, thanks so much Elizabeth; I really appreciate your help! Have a great week,

Suzanne

Sent from my iPhone

On Oct 11, 2018, at 8:54 AM, Parkinson, Elizabeth PREM:EX <Elizabeth.Parkinson@gov.bc.ca> wrote:

s.22

I understand that Saija in Finance has already spoken with you about your cheque replacement. Let me know if there's ever anything I can do for you.

Elizabeth

From: Suzanne Hawkes [mailto:hawkes@convergecom.ca]
Sent: Wednesday, October 10, 2018 5:08 PM
To: Parkinson, Elizabeth PREM:EX
Subject: Fwd: s.22

This is what I meant to send :) s.22

<image001.jpg>

Suzanne Hawkes
hawkes@convergecom.ca
C: 604-861-6178

OOP FOI PREM:EX

From: Suzanne Hawkes <hawkes@convergecom.ca>
Sent: October 10, 2018 4:23 PM
To: Parkinson, Elizabeth PREM:EX
Subject: Suzanne Hawkes INV-0004 damaged cheque
Attachments: Doc - Oct 10 2018 - 4-18 PM.pdf; ATT00001.htm

Suzanne Hawkes
hawkes@convergecom.ca
C: 604-861-6178

Begin forwarded message:

From: Suzanne Hawkes <hawkes@convergecom.ca>
Subject: expense receipt. Document - Oct 10, 2018
Date: October 10, 2018 at 4:21:02 PM PDT
To: Suzanne Hawkes <hawkes@convergecom.ca>
Cc: s.22

Sent from my iPhone

Province of British Columbia
(EN)

CHEQUE NUMBER
s.22

CHEQUE DATE
Y M D
2018 Apr 09

Vendor Number: 2738637 001

INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	DESCRIPTION
INV-000004	Mar 19 2018	660.00	NRS payment inquiries call 250-387-1482

PERSONAL

13069761

Internal Use: Effective April 1, 2013 all government entities will pay GST and PST
Code: For Payment Inquiries please contact ENQUIRY BC
Victoria: 250 387-6121 Vancouver: 604 660-2421 Elsewhere in BC: 1-800-663-7867

Page 01 of 01
000582



BRITISH
COLUMBIA

PROVINCE OF BRITISH COLUMBIA GENERAL ACCOUNT

s.22

THE FACE OF THIS CHEQUE HAS A COLOURED BACKGROUND - NOT A WHITE BACKGROUND - THE CHEQUE HAS A WATERMARK OF THE B.C. FLAG - HOLD UP TO A LIGHT TO VIEW.

s.17

2018
DATE Y Y Y Y M M D D

PAY SIX HUNDRED SIXTY DOLLARS 00CENTS

\$ 660.00

TO HAWKES, SUZANNE
s.22

00582

Cynthia L. Danamaker

OOP FOI PREM:EX

From: Suzanne Hawkes <hawkes@convergecom.ca>
Sent: October 10, 2018 4:12 PM
To: Parkinson, Elizabeth PREM:EX
Subject: Revised invoice - Hawkes
Attachments: INV-000005.pdf; ATT00001.htm

Suzanne Hawkes
s.22

Invoice

INV-000005

Balance Due
\$4,863.01

Bill To
Province of British Columbia-Office of the Premier

Invoice Date : August 04, 2018

Terms : Net 30

Due Date : September 03, 2018

#	Item & Description	Qty	Rate	Amount
1	Facilitation Facilitation of staff retreat in Victoria, June 29th, 2018. Includes preparation: scoping meetings, interviews, agenda design, chart/handout preparation where appropriate and brief follow-up	2.00 Day	2,000.00	4,000.00
2	Expenses Expenses, including transportation, lodging, and meals. Inclusive of GST where applicable. Helijet each way: \$189 + \$189 s.15 \$379.71 Taxis: \$18.30 + \$9.50 Total per diem: \$77.50 (June 28 dinner 28.50 and June 29 \$49.00)	1.00 1	863.01	863.01
Sub Total				4,863.01
Total				\$4,863.01
Balance Due				\$4,863.01

Notes

Thank you for your partnership!

Terms & Conditions

Please mail cheques to:
Suzanne Hawkes
Suite 310, 3381 Cambie Street
Vancouver, BC
V5Z 1T4

OOP FOI PREM:EX

From: Suzanne Hawkes <hawkes@convergecom.ca>
Sent: October 10, 2018 4:04 PM
To: Parkinson, Elizabeth PREM:EX
Subject: Re: Signature on Invoice
Attachments: Victoria_Premier_s_Office_June_2018.pdf; ATT00001.htm


Open

ID: s.22

Policy: Policy-Canada


Victoria-Premier's Office June 2018

C\$791.01



From

Suzanne Hawkes (hawkes@convergecom.ca)





Date





Jun 20, 2018 to Jun 28, 2018

Billable: **C\$791.01**
Tax: **C\$37.67**



Airfare - C\$378.00

DATE	MERCHANT	COMMENT	AMOUNT	TOTAL
 Jun 20	Helijet	 ¹ Helijet: Vancouver-Victoria Harbour Return	C\$378.00	C\$378.00 ^{ΔB}
				C\$378.00

Ground Transportation - C\$33.30

DATE	MERCHANT	COMMENT	AMOUNT	TOTAL
 Jun 28	Blacktop & Checker Cabs	 ³ Taxi from home to airport	C\$21.80	C\$21.80 ^B
 Jun 28	Yellow Cab Victoria	 ⁴ Taxi from helijet to hotel	C\$11.50	C\$11.50 ^B
				C\$33.30


Lodging - C\$379.71

DATE	MERCHANT	COMMENT	AMOUNT	TOTAL
 Jun 21 [§]	s.15	 ²	C\$379.71	C\$379.71 ^B
				C\$379.71

Notes

[§] Date of expense differs from date read by SmartScan
^Δ Expense amount is greater than the amount read by SmartScan
^B Billable expense.

Report History & Comments



Jun 20, 2018 11:20 PM PDT

You created this report

Receipt Thumbnails



Date: Jun 20
 Merchant: Helijet
 Total: C\$378.00
 Category: Airfare
 Comment: Helijet: Vancouver-Vic...



Date: Jun 21
 Merchant: Expedia **s.15**
 Total: C\$379.71
 Category: Lodging



Date: Jun 28
 Merchant: Blacktop & Checker Cabs
 Total: C\$21.80
 Category: Ground Transportation
 Comment: Taxi from home to airp...



Date: Jun 28
 Merchant: Yellow Cab Victoria
 Total: C\$11.50
 Category: Ground Transportation
 Comment: Taxi from helijet to h...

Documents



s.22



Suzanne Hawkes
hawkes@convergecom.ca
C: 604-861-6178

Begin forwarded message:

From: Suzanne Hawkes <hawkes@convergecom.ca>
Subject: Fwd: Thank you for choosing to take off with Helijet!
Date: June 20, 2018 at 11:10:27 PM PDT
To: plans@tripit.com, Expensify Receipts Forwarder <receipts@expensify.com>

Begin forwarded message:

From: <passengerservices@helijet.com>
Subject: Thank you for choosing to take off with Helijet!
Date: June 20, 2018 at 11:08:27 PM PDT
To: <hawkes@convergecom.ca>



Please review your reservation below.

If you have any questions or concerns regarding your reservation please call us at Helijet Reservations 1.800.665.4354.

We look forward to welcoming you aboard your flight soon!

Customer Information		
Account	Customer #	s.17
	Name	Suzanne Hawkes

Booking	s.22

Thursday, June 28, 2018

723

16:00 Vancouver Harbour

16:35 Victoria Harbour

35 minutes

Confirmed

1 Passengers - Sale

· Suzanne Hawkes, Female

[Add to Calendar](#)

Invoice **s.22**

SALE - Seat Sale \$189 \$180.00

+ GST \$9.00

Billing \$180.00

Taxes \$9.00

Grand Total \$189.00

Fully Changeable / Refundable up to 5pm the day prior to departure.

Does not qualify for combination with Kids Fly Free promotions.

After 5pm all next-day travel is non-refundable and only changeable for same-day travel. Any cancellations will result in a non-refundable cancellation fee equal to the value of the one-way travel.

Failure to change 1 hour prior or check-in 20 minutes prior to departure will also result in the cancellation of any onward and/or return reservations (additional cancellation fees may apply)

Booking **s.22**

Friday, June 29, 2018

858

18:40 Victoria Harbour

19:15 Vancouver Harbour

35 minutes

Confirmed

1 Passengers - Sale

· Suzanne Hawkes, Female

[Add to Calendar](#)

Invoice # **s.22**

SALE - Seat Sale \$189 \$180.00

+ GST \$9.00

Billing \$180.00

Taxes \$9.00

Grand Total \$189.00

Fully Changeable / Refundable up to 5pm the day prior to departure.

Does not qualify for combination with Kids Fly Free promotions.

After 5pm all next-day travel is non-refundable and only changeable for same-day travel. Any cancellations will result in a non-refundable cancellation fee equal to the value of the one-way travel.

Failure to change 1 hour prior or check-in 20 minutes prior to departure will also result in the cancellation of any onward and/or return reservations (additional cancellation fees may apply)

THIS ITINERARY IS YOUR OFFICIAL TRAVEL DOCUMENT, PLEASE READ FULLY

Carriage is subject to applicable tariffs, conditions of carriage and related regulations which are available at the Helijet International administration offices. Carriage here under is subject to the rules and limitations relating to the liability established by the Warsaw Convention.

GST#:

R102320165

Passenger Travel Information:

For detailed Travel Information visit helijet.com or call Helijet Reservations 1.800.665.4354

Payment:

Credit Card is required at time of booking to hold reservations, and will be charged in-full at time

of check-in, or if change/cancellation or no-show fee applies.

Passenger Check-in:

Passengers are required to check-in at least 20 minutes prior to scheduled flight departure time unless otherwise stated in fare rules.

Terminals:

Helijet scheduled flights operate from four terminals, please ensure you are aware of your flight departure/arrival locations;

Vancouver Harbour Heliport: 455 West Waterfront Road, Vancouver BC (*note: pedestrian access via Waterfront Station requires Compass Card or Fare Payment)

Vancouver International Airport: 5911 Airport Road South, Richmond BC

Victoria Harbour Heliport: 79 Dallas Road, Victoria BC

Nanaimo Harbor Heliport at Nanaimo Cruise Ship Welcome Centre: 100 Port Drive, Nanaimo BC

Parking:

Free Parking (7 days maximum) is included with tickets purchased on Helijet Scheduled Flights. Space may be limited, please observe signage in designated parking areas. Note: some locations are secured after-hours, ask at check-in for information.

Aircraft Type:

Scheduled flights are operated by 12 passenger Sikorsky S-76 helicopters

Travel Documentation:

Government issued Photo ID must be presented at check-in of all flights for all passengers appearing 18 years or over.

Children and Youth travelling unaccompanied must present Government issued ID; birth certificate, passport, driver's license or provincial ID card.

Proof of age must be presented for children who appear to be over 12 years of age and is recommended for youth (13-17 years) travelling with an adult.

Changes/Cancellations & No Show Penalty:

Unless otherwise stated, all fares may be cancelled, changed and refunded up to 5pm the day prior to departure. All same-day bookings are non-refundable.

After 5pm all next-day travel is non-refundable and only changeable for same-day travel; fare upgrade may be required. On the day of travel, changes must be made at least 1 hour prior to departure or cancellation fee will apply. Failure to check in 20 minutes prior to departure will also result in any onward and/or return reservations being cancelled with any additional applicable cancellation fees applied.

Baggage Allowance:

Baggage is limited to 2 pieces per person (including hand baggage) weighing no more than 50lbs total.

Excess baggage will be accepted on a space available basis. No carry-on cabin baggage is allowed.

Please visit <http://www.catsa-acsta.gc.ca/> for information on how to "Pack Smart" and avoid delays

Baggage Liability:

The liability for the loss of and/or the damage to any personal property, including baggage or goods is limited to an amount equal to the value of such baggage or goods, which shall not exceed \$250.00 (CAD) per passenger, unless greater value declared.

Transportation upon arrival:

Helijet is pleased to offer courtesy shuttle van drop off service within the downtown core in Victoria, Vancouver Harbour, and Nanaimo, ask the driver for drop off locations. Taxis & rental cars may also be available, please ask an agent.

Accessibility:

To ensure your travel is possible, passengers with limited mobility and/or special needs must advise Helijet Reservations at 1.800.665.4354

Pets on Helijet:

If you have a Special Assistance Animal please advise Helijet Reservations. Other small pets and animals are not accepted for carriage, please visit our website for restrictions.

Weather Conditions:

If due to weather conditions the flight is unable to operate Helijet will make every attempt to contact passengers as early as possible via phone numbers and/or email addresses provided.

Reservations:

Reservations are required for all flights and may be booked online at www.helijet.com or by calling 1.800.665.4354 (within North America).

[Login to your account at helijet.com](#)

Thank you again for choosing to fly with Helijet.

passengerservices@helijet.com

Suzanne Hawkes
Convergence Strategies
www.suzannehawkes.com

s.22

Visit www.suzannehawkes.com for ideas on organizational effectiveness, leadership, facilitation, and strategic communications.

"Power without love is reckless and abusive, and love without power is sentimental and anemic. Power at its best is love implementing the demands of justice, and justice at its best is power correcting everything that stands against love."

— Martin Luther King Jr.

Begin forwarded message:

From: "Expedia.ca" <Expedia@ca.expediamail.com>

Subject: Expedia travel confirmation - 28 Jun - (Itinerary # s.22

Date: June 20, 2018 at 10:59:38 PM PDT

To: hawkes@convergecom.ca

Reply-To: Expedia@ca.expediamail.com



Thanks!

Your reservation is confirmed. No need to call to reconfirm.

s.15

28 Jun 2018 - 29 Jun 2018

See live updates to your itinerary, anywhere and anytime.

[See your itinerary](#)

[Download to your Phone](#)

s.15

Reservation dates

28 Jun 2018 - 29 Jun 2018

Itinerary #

s.22

Check-in and Check-out

Check-in time

4 PM

Check-out time

noon

Check-in policies

Check-in time starts at 4 PM

Check-in time ends at 6 AM

Minimum check-in age is 18
Your room/unit will be guaranteed for late arrival.

Special instructions

There is no after-hours reception at this property. Guests arriving late won't be able to check in until the next morning.

Room

Guests

Reserved for Suzanne s.22 Hawkes
1 adult

Room

Room, City View

Room requests

1 King Bed
Non-smoking room

Message hotel

Price summary

Expedia.⁺

Price breakdown

Room price: C\$479.18
1 night: C\$409.00
Taxes & fees: C\$70.18

835 points
for this trip

[See all your rewards](#)

Subtotal: C\$479.18
13,931 Expedia Rewards points used: -C\$99.47

Total: C\$379.71

Collected by Expedia

Unless specified otherwise, rates are quoted in Canadian dollars.

Additional hotel fees

The below fees and deposits only apply if they are not included in your selected room rate.

The price shown above DOES NOT include any applicable hotel service fees, charges for optional incidentals (such as minibar snacks or telephone calls), or regulatory surcharges. The hotel will assess these fees, charges, and surcharges upon check-out.

Rules and restrictions

Cancellations and changes

We understand that sometimes plans fall through. We do not charge a cancel or change fee. When the property charges such fees in accordance with its own policies, the cost will be passed on to you. Victoria Marriott Inner Harbour charges the following cancellation and change fees.

Cancellations or changes made after 11:59pm (Pacific Daylight Time (US & Canada); Tijuana) on 26 Jun 2018 or no-shows are subject to a property fee equal to 100% of the total amount paid for the reservation.

Pricing and Payment

Hotel fees

The price DOES NOT include any applicable hotel service fees, charges for optional incidentals (such as minibar snacks or telephone calls), or regulatory surcharges. The hotel will assess these fees, charges, and surcharges upon check-out.

Pricing

Your credit card is charged the total cost at time of purchase. Prices and room/unit availability are not guaranteed until full payment is received.

Some properties request that we wait to submit guest names until 7 days prior to check in. In such a case, your room/unit is reserved, but your name is not yet on file with the property.

Guest Charges and Room Capacity

Base rate is for 1 guest.

Total maximum number of guests per room/unit is 4.

Maximum number of adults per room/unit is 4.

Maximum number of children per room/unit is 3.

Maximum number of infants per room/unit is 3.

This property considers guests aged 17 and under, at time of travel, to be children.

Availability of accommodation in the same property for extra guests is not guaranteed.

More help

About the Hotel

For special requests or questions about the property, please call the hotel directly at

s.15

Message hotel

About your Reservation

Visit our Customer Support page.

Call us at s.15

Complete your trip



Avoid the stress of traffic!

Let someone else do the driving

Get a ride

Make it fun!!

Explore activities in Victoria

Get activities

**How will you get there?**

Find exclusive low-cost fares with major airlines

Book your flight

How will you get around Victoria?

Explore Victoria with your own set of wheels

Rent a car

Please do not reply to this message. This email was sent from a notification-only email address that cannot accept incoming email.

You are viewing this transactional email based on a recent booking or account-related update on [Expedia.ca](https://www.expedia.ca).

EMLCID=CA.PT.EVENTTRIGGEREDMAILING.ENSURCHASECONFIRMATION.GENERIC&EMLDTL=DATE20180621-
ISSUX.SIDX.KEY93410685387.PAIDX.LANGEN_CA.MCIDX.TESTX.VERSX.MIDSX

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s.22

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"Power without love is reckless and abusive, and love without power is sentimental and anemic. Power at its best is love implementing the demands of justice, and justice at its best is power correcting everything that stands against love."

— Martin Luther King Jr.

DUPLICATE

BLACKTOP & CHECKER

CABS#219

777 PACIFIC ST

VANCOUVER BC

DUPLICATE

CARD

s.22

CARD TYPE

VISA

DATE

2018/06/28

TIME

8608 13:34:31

CLERK ID

1

RECEIPT NUMBER

C85011769-001-865-010-0

PURCHASE

AMOUNT

\$18.30

TIP

\$3.50

TOTAL

\$21.80

VISA CREDIT

A0000000031010

4B51EB605178DCC0

0080008000-E800

A4E462E1E93C9828

0080008000-F800

APPROVED

AUTH# 029061

01-027

THANK YOU

CARDHOLDER COPY

IMPORTANT - RETAIN THIS
COPY FOR YOUR RECORDS

DUPLICATE

YELLOW CAB
817 FISGARD STREET V8W1R9
VICTORIA BC
21852400
GH2185240077

PURCHASE

06-28-2018 15:49:51
Acct # s.22 RF
Exp Date **/** Card Type VI
Name:
A0000000031010 VISA CREDIT

Operator: 177
Trace # 10675
Inv. # 431
Auth # 085088 RRN 001347003

Purchase	\$9.50
Tip	\$2.00
Total	\$11.50

(001) APPROVED-THANK YOU

Retain this copy for your
records
Customer copy

www.yellowcabvictoria.com
250-381-2222

CHECK # 1121007 DATE 6/28/18
TABLE # 1 TIME 8:10PM
***** DUPLICATE CHECK *****

Pub : SHAUNAPUB

SEAT#	ITEMS ORDERED	AMOUNT
13	s.22	21.00
		13.00
	SUBTOTAL	34.00
	G.S.T.	1.70
	LIQ.TAX	1.30
		37.00
	TOTAL	37.00

SUBTOTAL	34.00
G.S.T.	1.70
LIQ.TAX	1.30

TOTAL DUE 37.00

WE APPRECIATE YOUR BUSINESS
PLEASE DON'T DRINK AND DRIVE!!!
DRINK & FOOD SPECIALS
G.S.T. #R102569191
PLEASE PAY YOUR SERVER

VICTORIA 6017
TBI PUB JAMES BAY INN
270 GOVERNMENT ST
VICTORIA BC

CARD s.22
CARD TYPE VISA
DATE 2018/06/28
TIME 0718 20:12:47
SERVR ID 1782
CHECK # 1121007
TABLE # 1
RECEIPT NUMBER
C82043417-001-209-043-0

PURCHASE
AMOUNT \$37.00
TIP \$7.40
TOTAL

\$44.40

VISA CREDIT
A0000000031010
3747CB344AA68D14
0080008000-E800
BD4E723A83AD2D0A
0080008000-F800

APPROVED

AUTH# 073882 01-027
THANK YOU

CARDHOLDER COPY

IMPORTANT - RETAIN THIS
COPY FOR YOUR RECORDS

STP.COM

RECEIPT
Advanced Parking
Lot 9177

License Plate Number

s.22

Expiration Date/Time

11:59 PM
JUL 24, 2018

Purchase Date/Time: 04:24pm Jul 24, 2018

Total Due: \$14.00

Rate: \$14.00 - Until 12 am

Total Paid: \$14.00

Payment Type: Card

Ticket #: 00007098

S/N #: 520116331900

Setting: APS Lot 9177

Mach Name: Meter 1

#****--7650, Visa

Auth #: 025064

Your Receipt,
Thank You!

www.advancedparking.com

WESTPARK - THANK YOU

WESTPARK - THANK YOU

WESTPARK

1385 West 8TH AVE
WestPark Lot 044

VALID TO 6AM

Meter: Lot 044

Trans: 006627

Paid: \$18.00

Purchase Time:

4:36PM JUL 25, 2018

License plate:

s.22

Card: *****7650

Auth: 026669

Expires:

JUL 26

6:00AM

KEEP AS YOUR RECEIPT
NO NEED TO PLACE ON
DASH OF VEHICLE

www.westpark.com

PARKING RECEIPT

PARKING RECEIPT

PARKING

WESTPARK - THANK YOU

WESTPARK - THANK YOU

WESTPARK - THA

1385 West 8TH AVE
WestPark Lot 044

VALID TO 6AM

Meter: Lot 044

Trans: 006649

Paid: \$14.00

Purchase Time:

5:11PM JUL 26, 2018

License plate:

s.22

Card: *****7650

Auth: 062264

Expires:

JUL 27
6:00AM

KEEP AS YOUR RECEIPT
NO NEED TO PLACE ON
DASH OF VEHICLE

www.westpark.com

PARKING RECEIPT

PARKING RECEIPT

PARKING REC

Page 070 to/à Page 076

Withheld pursuant to/removed as

s.22

Shortt, Amanda PREM:EX

From: Geary, Vanessa PREM:EX
Sent: August 7, 2018 3:52 PM
To: s.22
Subject: RE: Suzanne Hawkes Invoice No. INV-000005

Thanks for this – did you submit the invoice for facilitation services to Kate? Cheers Vanessa

From: suzannehawkes [mailto:message-service@sender.zohoinvoice.com]
Sent: Saturday, August 4, 2018 10:20 AM
To: Geary, Vanessa PREM:EX
Cc: hawkes@convergecom.ca
Subject: Suzanne Hawkes Invoice No. INV-000005

Hi Vanessa,

Here at last is the invoice for our latest work together. Thanks so much for the opportunity to serve as part of your team of support! Expenses are scanned and attached. I do a modest amount of freelance work so do not charge GST for fees.

Please feel free to give me a call or email for any clarification.

Best regards,

Suzanne Hawkes
Phone: s.22
Email:

Shortt, Amanda PREM:EX

From: Geary, Vanessa PREM:EX
Sent: July 12, 2018 9:58 AM
To: 'Suzanne Hawkes'
Subject: invoice

Hi Suzanne – thanks again for facilitating an excellent session on the 29th – there was a general feeling of refreshment and excitement coming out.

Please forward me your invoice when you can.

Cheers

Vanessa

Vanessa Geary | Executive Director, Operations and Strategic Initiatives
Vancouver Cabinet Office | Office of the Premier
P: 604-775-1662 | **M:** 604-619-0513
E: vanessa.geary@gov.bc.ca

Shortt, Amanda PREM:EX

From: Geary, Vanessa PREM:EX
Sent: August 9, 2018 10:50 PM
To: Suzanne Hawkes
Cc: s.22
Subject: Re: Suzanne Hawkes Invoice No. INV-000005

Got it all - will send in invoice for services tomorrow. Expenses went in today.

Thanks!

Let's get together in fall

Sent from my iPhone

On Aug 9, 2018, at 8:05 PM, Suzanne Hawkes s.22 > wrote:

Hi Vanessa; I didn't realize the attachment t hadn't come through; here it is again! I will send the expenses too...

Sent from my iPhone

On Aug 9, 2018, at 9:35 AM, Geary, Vanessa PREM:EX <Vanessa.Geary@gov.bc.ca> wrote:

Hi—I haven't dealt with a govt contract before so apologies if this is incorrect – but I think we need an invoice to pay you for services rendered, which we have not yet received. I have sent the invoice for expenses in for payment.

s.22 so there may be a delay in processing if I receive during this time (I will be checking email but not religiously☺)
Thanks Vanessa

From: suzannehawkes [<mailto:message-service@sender.zohoinvoice.com>]
Sent: Saturday, August 4, 2018 10:20 AM
To: Geary, Vanessa PREM:EX
Cc: hawkes@convergecom.ca
Subject: Suzanne Hawkes Invoice No. INV-000005

Hi Vanessa,

Here at last is the invoice for our latest work together. Thanks so much for the opportunity to serve as part of your team of support! Expenses are scanned and attached. I do a modest amount of freelance work so do not charge GST for fees.

Please feel free to give me a call or email for any clarification.

Best regards,

Suzanne Hawkes
Phone s.22
Email:

Shortt, Amanda PREM:EX

From: Suzanne Hawkes <hawkes@convergecom.ca>
Sent: June 28, 2018 10:02 AM
To: Geary, Vanessa PREM:EX
Subject: Re: General Service Agreement - ACTION NEEDED
Attachments: S Hawkes GSA June 2018 w Appendices for signature copy.pdf; ATT00001.htm

Hi there Vanessa, here is the signed contract, signed on page 12. However, I don't have a certificate of insurance - I've done 2 contracts with other BC government departments (Bobbie and Shelley) but they didn't require this. s.22
s.22

Sorry,

I know this must be a pain but I may need a bit more information here :)

On Jun 27, 2018, at 5:49 PM, Geary, Vanessa PREM:EX <Vanessa.Geary@gov.bc.ca> wrote:

Hi – attached please find the General Service Agreement for the facilitation on June 29th and the process surrounding it. Please review and sign on page, initial Appendix 1 and complete the Certificate of Insurance if needed (we will need legal approval to remove this).

Sorry for the delay in getting this to you. I am in the office most of Thursday, so please feel free to call me if you have any questions or concerns.

Thanks

Vanessa

Vanessa Geary | Executive Director, Operations and Strategic Initiatives
Vancouver Cabinet Office | Office of the Premier
P: 604-775-1662 | **M:** 604-619-0513
E: vanessa.geary@gov.bc.ca

<S Hawkes GSA June 2018 w Appendices for signature.pdf>

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: _____
Requisition No.: _____
Solicitation No.(if applicable): _____
Commodity Code: _____

Contractor Information

Supplier Name: Suzanne Hawkes
Supplier No.: s.22 SITE 001
Telephone No.: s.22
E-mail Address: hawkes@convergecom.ca
Website: <https://suzannehawkes.com>

Financial Information

Client: _____
Responsibility Centre: _____
Service Line: _____
STOB: _____
Project: _____

Template version: July 31, 2017

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SCHEDULE A – SERVICES

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

SCHEDULE B – FEES AND EXPENSES

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

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 18th day of June, 2018.

BETWEEN:

Suzanne Hawkes (the "Contractor") with the following specified address:
c/o Convergence Communications, Inc.
s.22

hawkes@convergecom.ca

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented
by the Premier (the "Province") with the following specified address:
PO Box 9041, Stn Prov Govt
Victoria, BC V8W 9E1

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of "record"

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

2 SERVICES

Provision of services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

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

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

Statements of accounts

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

Withholding of amounts

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

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

- 3.8 The Contractor must:

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

4 REPRESENTATIONS AND WARRANTIES

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

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

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

Rights in relation to Incorporated Material

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

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

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

Insurance

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

Workers compensation

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

Personal optional protection

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

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

Province's options on default

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

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;

- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

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

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

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

Change of address or fax number

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

Assignment

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

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

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

Schedules

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

Independent contractor

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

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

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

Governing law

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

14 INTERPRETATION

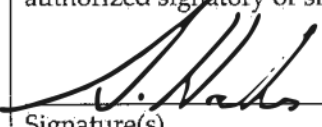
14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>27th</u> day of <u>June</u>, 20<u>18</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>Suzanne Hawkes</u> _____ Print Name(s)</p> <p><u>Consultant</u> _____ Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p> <p>_____ Signature</p> <p><u>Vanessa Geary</u> _____ Print Name</p> <p><u>Executive Director, Operations and Strategic Initiatives, Office of the Premier</u> _____ Print Title</p>
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Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on June 18, 2018 and ends on July 6, 2018.
2. At the sole discretion of the Province, the initial term in section 1 of this Part 1 may be extended for three additional terms of one month each by the delivery of a written notice by the Province to the Contractor setting a new termination date for this Agreement.

PART 2. SERVICES:

Design and facilitate a one day planning session for senior staff in the Office of the Premier.

Outputs

The Contractor must:

1. Design a planning session for the senior staff of the Office of the Premier;
2. Facilitate the planning session for the senior staff of the Office of the Premier on June 29, 2018.
3. Provide their services in a confidential capacity.

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

Reporting requirements:

1. Final Design with supporting documents: June 27, 2018.
2. Facilitated planning session: June 29, 2018.

PART 3. RELATED DOCUMENTATION:

2. The following are Appendices to this Schedule A:

Appendix 1 – Group II Rates – Expenses for Contractors	ATTACHED
Appendix 2 – Service Contractor Travel Expense Claim Form	ATTACHED
Appendix 3 – Invoice Payment Policy	ATTACHED
Appendix 4 – Invoice Sample	ATTACHED
Appendix 4 – Lobbying Notice to Contractors	ATTACHED
Appendix 5 – Privacy Training Guide for Contractors – Step by Step	ATTACHED
Appendix 6 – Certificate of Insurance (fillable form)	ATTACHED

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - (a) Suzanne Hawkes

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$5,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Flat Rate

Fees: at a flat rate of \$4,000 and to a maximum total amount of \$4,000 for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses: must not exceed a maximum amount of \$1,000 for those expenses during the Term when the Contractor provides the Services.

- a. travel, accommodation and meal expenses for travel greater than 32 kilometres away from 705 West 23rd Avenue, 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

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above and 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, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, 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;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor 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 all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (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) “access” means disclosure by the provision of access;
 - (b) “Act” means the *Freedom of Information and Protection of Privacy Act*;
 - (c) “contact information” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “personal information” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act; and
 - (e) “privacy course” means the Province’s online privacy and information sharing training course.

Purpose

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

Collection of personal information

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

Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that person providing those services.
7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

23. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

Schedule F – Additional Terms

Not applicable.

Schedule G – Security Schedule

Definitions

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

Schedule contains additional obligations

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

Services Worker confidentiality agreements

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

Services Worker security screening

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

Services Worker activity logging

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

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Contractor
 - (i) being used by the Contractor to provide the Services, or
 - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

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

Integrity of Information

10. The Contractor must:
 - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
 - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
 - (a) remained as complete as when it was acquired or accessed by the Contractor; and

- (b) not been altered in any material respect.

Documentation of changes to processes

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

Notice of security breaches

- 13. If Contractor becomes aware that:

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

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

Review of security breaches

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

Retention of Records

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

Storage of Records

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

Audit

- 17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:

- (a) any Records in the possession of the Contractor containing Information; or
- (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

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

Termination of Agreement

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

Interpretation

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

SCHEDULE G – Appendix G1 – Security screening requirements

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

Verification of name, date of birth and address

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

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

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

Verification of education and professional qualifications

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

Verification of employment history and reference checks

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

Security interview

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

APPENDIX 1 - Group 2 Rates EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor. Expenses cannot be direct billed to the ministry except in unusual circumstances (in these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g., to claim for GST credits).

Travel Expenses

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

1. Meal Allowances:

Effective March 29, 2009, the following meal allowances can be claimed which must not exceed \$49.00 per day (receipts are not required):

Breakfast only	\$22.00	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$22.00	claim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$28.50	claim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$30.00	see above
Breakfast and dinner only	\$36.50	see above
Lunch and dinner only	\$36.50	see above
Full day	\$49.00	

2. Mileage Rates When Using Private Vehicle:

Effective April 1, 2018 the private mileage allowance is \$.54 per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

3. Taxi and Parking:

Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.

4. Car Rentals:

Approved car rental agencies and the maximum rates for each community are listed at <http://www2.gov.bc.ca/gov/content/governments/services-for-government/bc-bid-resources/goods-and-services-catalogue/daily-vehicle-rentals>. Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC. Contractors should ask for the government rate. Receipts/copies of receipts are required. **PAI** (personal accident insurance) will not be reimbursed. **CDW/LDW** (collision/loss damage waiver) will be reimbursed only when renting from a company not on the approved list for the specific community or when renting outside BC.

5. Accommodation:

a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required).

Approved hotels and the maximum rates that may be claimed for rooms and supplementary items (e.g., parking) are listed in the Accommodation Guide. Rates may vary between summer, winter and shoulder seasons.

Only the single government rate will be reimbursed.

The "number in party" identified on the receipt must show only one person.

Process for Selecting Accommodation:

- Select the most cost-effective hotel from the accommodation guide that meets your business requirements.
- Ensure the expectations of the ministry expense authority are clarified (through the contract manager) regarding the price of accommodation before travel takes place.
- Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.

If the contractor cannot stay at any of the hotels listed in the guide due to an exceptional or emergency situation, pre-approval must be obtained from the ministry expense authority and attached to the expense claim. This approval should be obtained through the contract manager.

b) Private lodging (receipts are not required):

\$31.65 per night may be claimed when private lodging is arranged (e.g., staying with friends).

6. Airfare:

Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.

7. Miscellaneous Travel Expenses:

Laundry, gratuities, portage and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.

8. Out-of-Province Travel:

When B.C. contractors are required to travel out-of-province, a Travel Authorization form approved by the ministry director must accompany the expense claim.

Other Expenses

1. Business Expenses (e.g., all costs associated with meetings, including business and guest meals):

Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the contractor).

2. GST:

When receipts are submitted for reimbursement, they should be adjusted to deduct the embedded GST. A contractor with a GST registration number can claim input tax credits from Canada Revenue Agency.

3. Miscellaneous Expenses (e.g. business telephone/fax calls, newspapers, etc.):

Miscellaneous expenses will be paid if supported by original receipts and in our opinion are necessarily incurred by you in providing the service. Contact the contract manager before incurring any miscellaneous expenses.

INVOICE PAYMENT POLICY FOR SERVICE CONTRACT INVOICES

The Ministry of Finance pays service contract invoices as follows:

- These time frames apply to **correctly submitted** invoices only. Refer to "Invoice Instructions for Contractors" for a listing of invoice requirements.
- It is our expectation that your monthly invoice will be **processed by the program area in 5 working days**. It will then be forwarded to the central Accounts Office for payment processing. Contractors should expect to receive a cheque in the mail approximately 30 days from the date the invoice is received in the Accounts Office.
- Payments are processed by the central Accounts Office on a "first in, first out" basis. Requests for special treatment cannot be accommodated.
- Cheques will be mailed directly to the contractor at the address shown on the invoice. Note that this address must match the address on the contract.

Billing Frequency

Contractors must submit invoices no more than once a month.

Interest

Interest is automatically paid effective 61 days after the date the invoice or services are received (whichever is later) at the government mailing address shown on the contract. Interest under \$5.00 will not be paid. Interest is paid at provincial government rates.

Direct Deposit of Cheques

Service contractors may complete an application form for "EFT" (Electronic Funds Transfer) so that cheques are automatically deposited to their bank account. However, the EFT process may add up to 3 working days to the time frames shown above. This extra time is required by financial institutions to ensure EFT payments are processed.

Prepared by Financial Services and Administration,
Ministry of Finance
November 6, 2003

If company letterhead is not used, the invoice must be signed by the contractor

ABC Consulting Ltd.

123 Anywhere Street
Anytown, British Columbia
V6H 3H1
Phone 123-456-7890
Fax 123-456-7891

The name and address of the contractor must match the full legal name and address shown on the contract. There is a legal requirement to make cheques payable to the name shown on the contract.

INVOICE (Sample)

DATE: April 1, 2013
INVOICE #: 9912345
CONTRACT/ PO #: C14CITZ12345

Bill To:
Attn: Accounts Payable
Ministry of Citizens' Services
3rd Floor, 3350 Douglas Street
Victoria, BC
V8Z 3L1

Billing address: This is usually the Government mailing address on the contract or PO. Make sure the billing address includes the correct Ministry name and the correct address. Mark the invoice to the attention of Accounts Payable.

Must be included on all invoices. Note that a unique invoice number is required for each submission

If work is performed by more than one individual, the invoice must identify the name of the person working the hours.

Description of the services provided.

Period the invoice covers.

Breakdown of the fees being charged.

DESCRIPTION	DAYS	RATE	AMOUNT
Preparation of the draft policy and procedures document pursuant to the above noted contract. Services performed April 1, 2013 – September 15, 2013			
Jane Smith – April 1,6,7,8,9,12,14,15,16 – 9 days @\$550.00	9	550.00	\$3,850.00
Mary Jones – September 3,5,6,8,9,11,15 – 7 days @\$600.00	7	600.00	\$4,200.00
The travel expense claim form is for use by contractors when submitting travel expenses. It contains a clause related to GST. The claim form is to be attached to the contractors invoice as backup documentation (with travel receipts attached).		Fees:	\$8,050.00
		Expenses:	<u>\$214.00</u>
		Total Fees & Expenses:	\$8,264.00
Travel expenses from April 6 to 9 for Jane Smith as per the attached Travel Expense Claim Form. Ferry fares \$224.00 (less GST embedded) (\$10.00 – input tax credit of 5%)	GST needs to be itemized separately on the invoice.	GST @5%	\$413.20
	PST if applicable needs to be itemized separately on the invoice.	PST @7%	0.00
TOTAL Due:			\$8,677.20

GST needs to be itemized separately on the invoice.

PST if applicable needs to be itemized separately on the invoice

Note: Expense reimbursement must remove GST from the claim form as GST paid is reimbursed from CRA directly as an input tax credit. E.g.: Ferry Receipt: \$224.00 Less GST charged: \$10.00 (Vendor must claim ITC from CRA) = \$214.00

Ministry of Finance

Updated April 1, 2013



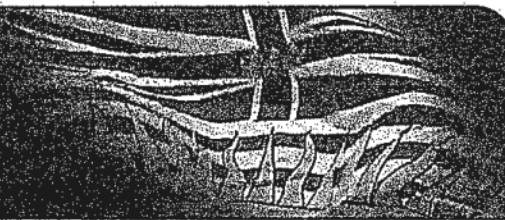
NOTICE TO CONTRACTORS

As a contractor with the Province, it is your responsibility to abide by all applicable laws. This is to bring to your attention that if you are conducting services for the province, and you also fall within the parameters of the Lobbyists Registration Act, then it is your responsibility to make this determination and register if necessary.

May 30, 2008



Privacy, Compliance and Training Branch



This guide has been prepared for general information purposes. It is not a legal document. Please refer to the *Freedom of Information and Protection of Privacy Act* and Regulations for purposes of interpretation and application of the law.

Step-by-Step Guide: Contractors

The following guide walks through the steps required in order to successfully complete the Privacy and Information Sharing: Awareness Training for Contractors and Service Provider course.

Please be advised that the steps below may vary from one contracting ministry to the next, as each ministry is responsible for the personal information in their custody or under their control. So please co-ordinate completion of the course with your contract manager.

Step 1: Planning

Whether you're renewing an existing contract or creating a new contract, you need to work with your contract manager/procurement advisor at the ministry to determine whether or not "personal information" will be collected or created as part of the contracted services. Here are a couple of tips to help make that determination:

1. To understand if personal information is being collected or created as part of the contracted services, a clear understanding of the definition of personal information is necessary. Please click [here](#) for the definition of what personal information is.
2. The inclusion of Schedule E – Privacy Protection Schedule in the contract is an indicator that someone has assessed your contract to involve personal information. The instructions included in Schedule E of the General Services Agreement (GSA) contemplate its inclusion or exclusion based on the presence of personal information in the delivery of services.

Step 2: Determining who needs to take the training

If it is determined in Step 2 that personal information is not being collected or created as part of the contracted services, the contractors are not required to complete the privacy training.

If, however, it is determined that personal information is involved, then each individual working for or on behalf of the contractor who is or will be collecting or creating personal information as part of delivering service for the province is required to take the training prior to providing any services involving personal information.

Depending on your line of business or the size of your organization, you should also bear in mind that some individuals may already have taken the training, either as part of a different contract or simply as a proactive measure. In order to verify if an individual has already completed the course, you can do either or both of the following:

1. Check with your contract manager, who will be able to confirm with the relevant Ministry Privacy Officer (MPO) as to who has/has not completed the training.

Note: MPOs will have access to reports issued by government's central privacy office (the Privacy, Compliance and Training Branch - PCT), which will list course completion at the level of the individual. This is important to bear in mind when it comes to determining how many "seats" to purchase. See Step 4 below.

2. Individuals who have completed the training will have been able to generate a certificate upon completion and should be able to produce that upon request.

Step 3: Taking the course

Now that you've determined: a) whether or not personal information is involved in the contracted services, and if so; b) who is required to take the privacy training, the next step is actually pay for, access, and complete the training:

The training course can be found by clicking this link (which may also be included as a URL in the contract) https://order.openschool.bc.ca/Product/Detail/ps_7540006302

A. How to purchase the course

1. Once you go to the link above, enter the number of course "seats" you want to purchase in the Quantity field. If you are purchasing the course just for yourself, the quantity will be "1". However, you may be responsible for purchasing the course for multiple individuals in your organization. If this is the case, you can enter the number of courses required in the quantity field. Remember, because completion is tracked at the level of the individual, you will need to purchase the course for each individual required to take the training.
2. Click the Add to Cart button. You will be redirected to the Basket page.
3. Click the Checkout button on the Basket page.
4. Proceed through the shopping cart pages and complete any required fields.

B. How to register for the course (for one person)

1. After you've paid for the course (either for just yourself or for multiple individuals) an automated email from osbc.etraining@gov.bc.ca is sent to you containing a self-registration link. If you are unable to find the email in your inbox, check your junk folder.
2. Open the self-registration link in a web browser.
3. Complete the required fields.

Note: If you have purchased the course for multiple individuals, this step can be carried out in a couple of different ways. Either the self-registration link can be forwarded to each of the

individuals required to take the course so that they can register themselves, or one individual can complete the registration process on their behalf and register them one-by-one.

4. Click the Register button.
5. An automated email notifying each registered individual that enrollment is being processed will be sent (within a few minutes of clicking the Register button) from osbc.etraining@gov.bc.ca.
 - a. In this email will be a user ID and password (unique to each registrant).
6. An automated email notifying each registered individual that course enrollment is completed will be sent (within a few minutes after receiving the email in step 5) from osbc.etraining@gov.bc.ca.
 - a. In this email will be a URL where each registered individual can log-in with the user ID and password received in step 5.

C. How to complete the course

1. Log-in at the following URL: <http://moodle2.openschool.bc.ca>
2. Click on your course title, Privacy and Information Sharing: Awareness Training for Contractors and Service Providers.
3. Open the course material by clicking on the link titled, Privacy and Information Sharing.
4. Read through all the slides.
5. Return to your course home page when you are finished reading the slides.
6. The Certificate link should be available for you to click on.
 - a. Open the certificate.
 - b. Fill in your name.
 - c. Print the certificate.
 - d. File someplace where it will not be lost.

Step 4: On-going maintenance of the training requirement and troubleshooting

The above listed steps should be able to address the majority of those who will be required to take the privacy training course. However, there are likely to be instances which are unique or that require additional maintenance efforts. The following scenarios should address the most common of these situations:

What if a contractor used to work for government, does that individual still have to take the course?

All government employees are required to take a similar course to the contractor course. Therefore, those contractors who have previously worked in government and are recorded within PCT records as having completed the course will be credited with having taken the contractor course and, upon request, can be provided a certificate by PCT that can then be produced for ministry contract managers.

What if a contractor has a significantly large number of employees that would be required to take the course?

Alternative arrangements to meet the training requirement can be made in extenuating circumstances. These arrangements must be made and approved through PCT prior to implementation in order to receive credit for the course.

For more information or to request a certificate of completion of the government privacy training course or to discuss alternative arrangements to meet the training requirement please contact the Privacy and Access helpline at:

250 356-1851

Or via email at: privacy.helpline@gov.bc.ca

When you contact the helpline, please indicate "contractor training" in your enquiry.



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)		AGREEMENT IDENTIFICATION NO.	
PROVINCE'S CONTACT PERSON NAME & TITLE		PHONE NO.	
		FAX NO.	
MAILING ADDRESS			POSTAL CODE
CONTRACTOR NAME			
CONTRACTOR ADDRESS			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:

AGENCY 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

Shortt, Amanda PREM:EX

From: Geary, Vanessa PREM:EX
Sent: June 27, 2018 5:50 PM
To: Suzanne Hawkes
Cc: Van Meer-Mass, Kate PREM:EX
Subject: General Service Agreement - ACTION NEEDED
Attachments: S Hawkes GSA June 2018 w Appendices for signature.pdf

Hi – attached please find the General Service Agreement for the facilitation on June 29th and the process surrounding it. Please review and sign on page, initial Appendix 1 and complete the Certificate of Insurance if needed (we will need legal approval to remove this).

Sorry for the delay in getting this to you. I am in the office most of Thursday, so please feel free to call me if you have any questions or concerns.

Thanks

Vanessa

Vanessa Geary | Executive Director, Operations and Strategic Initiatives
Vancouver Cabinet Office | Office of the Premier
P: 604-775-1662 | **M:** 604-619-0513
E: vanessa.geary@gov.bc.ca

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: _____
Requisition No.: _____
Solicitation No.(if applicable): _____
Commodity Code: _____

Contractor Information

Supplier Name: Suzanne Hawkes
Supplier No.: s.22 SITE 001
Telephone No.: s.22
E-mail Address: hawkes@convergecom.ca
Website: <https://suzannehawkes.com>

Financial Information

Client: _____
Responsibility Centre: _____
Service Line: _____
STOB: _____
Project: _____

Template version: July 31, 2017

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

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SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 18th day of June, 2018.

BETWEEN:

Suzanne Hawkes (the "Contractor") with the following specified address:
c/o Convergence Communications, Inc.
s.22

hawkes@convergecom.ca

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented
by the Premier (the "Province") with the following specified address:
PO Box 9041, Stn Prov Govt
Victoria, BC V8W 9E1

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of "record"

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

2 SERVICES

Provision of services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

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

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

Statements of accounts

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

Withholding of amounts

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

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

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

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

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

Rights in relation to Incorporated Material

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

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

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

Insurance

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

Workers compensation

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

Personal optional protection

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

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

Province's options on default

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

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;

- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

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

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

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

Change of address or fax number

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

Assignment

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

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

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

Schedules

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

Independent contractor

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

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

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

Governing law

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

14 INTERPRETATION

14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

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
<u>Suzanne Hawkes</u> Print Name(s)	<u>Vanessa Geary</u> Print Name
<u>Consultant</u> Print Title(s)	<u>Executive Director, Operations and Strategic Initiatives, Office of the Premier</u> Print Title

Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on June 18, 2018 and ends on July 6, 2018.
2. At the sole discretion of the Province, the initial term in section 1 of this Part 1 may be extended for three additional terms of one month each by the delivery of a written notice by the Province to the Contractor setting a new termination date for this Agreement.

PART 2. SERVICES:

Design and facilitate a one day planning session for senior staff in the Office of the Premier.

Outputs

The Contractor must:

1. Design a planning session for the senior staff of the Office of the Premier;
2. Facilitate the planning session for the senior staff of the Office of the Premier on June 29, 2018.
3. Provide their services in a confidential capacity.

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

Reporting requirements:

1. Final Design with supporting documents: June 27, 2018.
2. Facilitated planning session: June 29, 2018.

PART 3. RELATED DOCUMENTATION:

2. The following are Appendices to this Schedule A:

Appendix 1 – Group II Rates – Expenses for Contractors	ATTACHED
Appendix 2 – Service Contractor Travel Expense Claim Form	ATTACHED
Appendix 3 – Invoice Payment Policy	ATTACHED
Appendix 4 – Invoice Sample	ATTACHED
Appendix 4 – Lobbying Notice to Contractors	ATTACHED
Appendix 5 – Privacy Training Guide for Contractors – Step by Step	ATTACHED
Appendix 6 – Certificate of Insurance (fillable form)	ATTACHED

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - (a) Suzanne Hawkes

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$5,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Flat Rate

Fees: at a flat rate of \$4,000 and to a maximum total amount of \$4,000 for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses: must not exceed a maximum amount of \$1,000 for those expenses during the Term when the Contractor provides the Services.

- a. travel, accommodation and meal expenses for travel greater than 32 kilometres away from 705 West 23rd Avenue, 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

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above and 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, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, 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;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor 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 all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (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) “access” means disclosure by the provision of access;
 - (b) “Act” means the *Freedom of Information and Protection of Privacy Act*;
 - (c) “contact information” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “personal information” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act; and
 - (e) “privacy course” means the Province’s online privacy and information sharing training course.

Purpose

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

Collection of personal information

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

Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that person providing those services.
7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

23. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

Schedule F – Additional Terms

Not applicable.

Schedule G – Security Schedule

Definitions

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

Schedule contains additional obligations

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

Services Worker confidentiality agreements

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

Services Worker security screening

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

Services Worker activity logging

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

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Contractor
 - (i) being used by the Contractor to provide the Services, or
 - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

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

Integrity of Information

10. The Contractor must:
 - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
 - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
 - (a) remained as complete as when it was acquired or accessed by the Contractor; and

- (b) not been altered in any material respect.

Documentation of changes to processes

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

Notice of security breaches

- 13. If Contractor becomes aware that:

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

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

Review of security breaches

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

Retention of Records

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

Storage of Records

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

Audit

- 17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:

- (a) any Records in the possession of the Contractor containing Information; or
- (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

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

Termination of Agreement

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

Interpretation

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

SCHEDULE G – Appendix G1 – Security screening requirements

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

Verification of name, date of birth and address

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

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

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

Verification of education and professional qualifications

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

Verification of employment history and reference checks

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

Security interview

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

APPENDIX 1 - Group 2 Rates EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor. Expenses cannot be direct billed to the ministry except in unusual circumstances (in these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g., to claim for GST credits).

Travel Expenses

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

1. Meal Allowances:

Effective March 29, 2009, the following meal allowances can be claimed which must not exceed \$49.00 per day (receipts are not required):

Breakfast only	\$22.00	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$22.00	claim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$28.50	claim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$30.00	see above
Breakfast and dinner only	\$36.50	see above
Lunch and dinner only	\$36.50	see above
Full day	\$49.00	

2. Mileage Rates When Using Private Vehicle:

Effective April 1, 2018 the private mileage allowance is \$.54 per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

3. Taxi and Parking:

Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.

4. Car Rentals:

Approved car rental agencies and the maximum rates for each community are listed at <http://www2.gov.bc.ca/gov/content/governments/services-for-government/bc-bid-resources/goods-and-services-catalogue/daily-vehicle-rentals>. Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC. Contractors should ask for the government rate. Receipts/copies of receipts are required. **PAI** (personal accident insurance) will not be reimbursed. **CDW/LDW** (collision/loss damage waiver) will be reimbursed only when renting from a company not on the approved list for the specific community or when renting outside BC.

5. Accommodation:

a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required).

Approved hotels and the maximum rates that may be claimed for rooms and supplementary items (e.g., parking) are listed in the Accommodation Guide. Rates may vary between summer, winter and shoulder seasons.

Only the single government rate will be reimbursed.

The "number in party" identified on the receipt must show only one person.

Process for Selecting Accommodation:

- Select the most cost-effective hotel from the accommodation guide that meets your business requirements.
- Ensure the expectations of the ministry expense authority are clarified (through the contract manager) regarding the price of accommodation before travel takes place.
- Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.

If the contractor cannot stay at any of the hotels listed in the guide due to an exceptional or emergency situation, pre-approval must be obtained from the ministry expense authority and attached to the expense claim. This approval should be obtained through the contract manager.

b) Private lodging (receipts are not required):

\$31.65 per night may be claimed when private lodging is arranged (e.g., staying with friends).

6. Airfare:

Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.

7. Miscellaneous Travel Expenses:

Laundry, gratuities, portage and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.

8. Out-of-Province Travel:

When B.C. contractors are required to travel out-of-province, a Travel Authorization form approved by the ministry director must accompany the expense claim.

Other Expenses

1. Business Expenses (e.g., all costs associated with meetings, including business and guest meals):

Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the contractor).

2. GST:

When receipts are submitted for reimbursement, they should be adjusted to deduct the embedded GST. A contractor with a GST registration number can claim input tax credits from Canada Revenue Agency.

3. Miscellaneous Expenses (e.g. business telephone/fax calls, newspapers, etc.):

Miscellaneous expenses will be paid if supported by original receipts and in our opinion are necessarily incurred by you in providing the service. Contact the contract manager before incurring any miscellaneous expenses.

FORM USAGE

This form is for use by service contractors to claim travel expenses. The original claim form and applicable receipts must be attached as back up to the service contract invoice. Refer to the service contract *Appendix I* for guidelines, allowable rates and receipt requirements.

[illegible]

Embedded GST should not be claimed by service contractors. Please ensure GST is deducted from travel receipts.

Service Contractor's Signature

INVOICE PAYMENT POLICY FOR SERVICE CONTRACT INVOICES

The Ministry of Finance pays service contract invoices as follows:

- These time frames apply to **correctly submitted** invoices only. Refer to "Invoice Instructions for Contractors" for a listing of invoice requirements.
- It is our expectation that your monthly invoice will be **processed by the program area in 5 working days**. It will then be forwarded to the central Accounts Office for payment processing. Contractors should expect to receive a cheque in the mail approximately 30 days from the date the invoice is received in the Accounts Office.
- Payments are processed by the central Accounts Office on a "first in, first out" basis. Requests for special treatment cannot be accommodated.
- Cheques will be mailed directly to the contractor at the address shown on the invoice. Note that this address must match the address on the contract.

Billing Frequency

Contractors must submit invoices no more than once a month.

Interest

Interest is automatically paid effective 61 days after the date the invoice or services are received (whichever is later) at the government mailing address shown on the contract. Interest under \$5.00 will not be paid. Interest is paid at provincial government rates.

Direct Deposit of Cheques

Service contractors may complete an application form for "EFT" (Electronic Funds Transfer) so that cheques are automatically deposited to their bank account. However, the EFT process may add up to 3 working days to the time frames shown above. This extra time is required by financial institutions to ensure EFT payments are processed.

Prepared by Financial Services and Administration,
Ministry of Finance
November 6, 2003

If company letterhead is not used, the invoice must be signed by the contractor

ABC Consulting Ltd.

123 Anywhere Street
Anytown, British Columbia
V6H 3H1
Phone 123-456-7890
Fax 123-456-7891

The name and address of the contractor must match the full legal name and address shown on the contract. There is a legal requirement to make cheques payable to the name shown on the contract.

INVOICE (Sample)

DATE: April 1, 2013
INVOICE #: 9912345
CONTRACT/ PO #: C14CITZ12345

Bill To:
Attn: Accounts Payable
Ministry of Citizens' Services
3rd Floor, 3350 Douglas Street
Victoria, BC
V8Z 3L1

Billing address: This is usually the Government mailing address on the contract or PO. Make sure the billing address includes the correct Ministry name and the correct address. Mark the invoice to the attention of Accounts Payable.

Must be included on all invoices. Note that a unique invoice number is required for each submission

If work is performed by more than one individual, the invoice must identify the name of the person working the hours.

Description of the services provided.

Period the invoice covers.

Breakdown of the fees being charged.

DESCRIPTION	DAYS	RATE	AMOUNT
Preparation of the draft policy and procedures document pursuant to the above noted contract. Services performed April 1, 2013 – September 15, 2013			
Jane Smith – April 1, 6, 7, 8, 9, 12, 14, 15, 16 – 9 days @\$550.00	9	550.00	\$3,850.00
Mary Jones – September 3, 5, 6, 8, 9, 11, 15 – 7 days @\$600.00	7	600.00	\$4,200.00
The travel expense claim form is for use by contractors when submitting travel expenses. It contains a clause related to GST. The claim form is to be attached to the contractor's invoice as backup documentation (with travel receipts attached).		Fees:	\$8,050.00
		Expenses:	\$214.00
		Total Fees & Expenses:	\$8,264.00
Travel expenses from April 6 to 9 for Jane Smith as per the attached Travel Expense Claim Form. Ferry fares \$224.00 (less GST embedded) (\$10.00 – input tax credit of 5%)		GST @5%	\$413.20
		PST @7%	0.00
		GST needs to be itemized separately on the invoice.	
		PST if applicable needs to be itemized separately on the invoice.	
TOTAL Due:			\$8,677.20

Note: Expense reimbursement must remove GST from the claim form as GST paid is reimbursed from CRA directly as an input tax credit. E.g.: Ferry Receipt: \$224.00 Less GST charged: \$10.00 (Vendor must claim ITC from CRA) = \$214.00

Ministry of Finance

Updated April 1, 2013



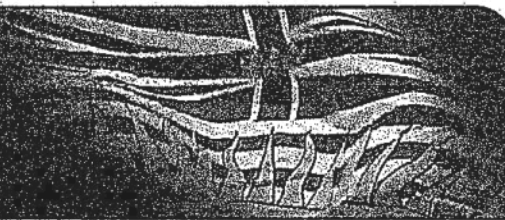
NOTICE TO CONTRACTORS

As a contractor with the Province, it is your responsibility to abide by all applicable laws. This is to bring to your attention that if you are conducting services for the province, and you also fall within the parameters of the Lobbyists Registration Act, then it is your responsibility to make this determination and register if necessary.

May 30, 2008



Privacy, Compliance and Training Branch



This guide has been prepared for general information purposes. It is not a legal document. Please refer to the *Freedom of Information and Protection of Privacy Act* and Regulations for purposes of interpretation and application of the law.

Step-by-Step Guide: Contractors

The following guide walks through the steps required in order to successfully complete the Privacy and Information Sharing: Awareness Training for Contractors and Service Provider course.

Please be advised that the steps below may vary from one contracting ministry to the next, as each ministry is responsible for the personal information in their custody or under their control. So please co-ordinate completion of the course with your contract manager.

Step 1: Planning

Whether you're renewing an existing contract or creating a new contract, you need to work with your contract manager/procurement advisor at the ministry to determine whether or not "personal information" will be collected or created as part of the contracted services. Here are a couple of tips to help make that determination:

1. To understand if personal information is being collected or created as part of the contracted services, a clear understanding of the definition of personal information is necessary. Please click [here](#) for the definition of what personal information is.
2. The inclusion of Schedule E – Privacy Protection Schedule in the contract is an indicator that someone has assessed your contract to involve personal information. The instructions included in Schedule E of the General Services Agreement (GSA) contemplate its inclusion or exclusion based on the presence of personal information in the delivery of services.

Step 2: Determining who needs to take the training

If it is determined in Step 2 that personal information is not being collected or created as part of the contracted services, the contractors are not required to complete the privacy training.

If, however, it is determined that personal information is involved, then each individual working for or on behalf of the contractor who is or will be collecting or creating personal information as part of delivering service for the province is required to take the training prior to providing any services involving personal information.

Depending on your line of business or the size of your organization, you should also bear in mind that some individuals may already have taken the training, either as part of a different contract or simply as a proactive measure. In order to verify if an individual has already completed the course, you can do either or both of the following:

1. Check with your contract manager, who will be able to confirm with the relevant Ministry Privacy Officer (MPO) as to who has/has not completed the training.

Note: MPOs will have access to reports issued by government's central privacy office (the Privacy, Compliance and Training Branch - PCT), which will list course completion at the level of the individual. This is important to bear in mind when it comes to determining how many "seats" to purchase. See Step 4 below.

2. Individuals who have completed the training will have been able to generate a certificate upon completion and should be able to produce that upon request.

Step 3: Taking the course

Now that you've determined: a) whether or not personal information is involved in the contracted services, and if so; b) who is required to take the privacy training, the next step is actually pay for, access, and complete the training:

The training course can be found by clicking this link (which may also be included as a URL in the contract) https://order.openschool.bc.ca/Product/Detail/ps_7540006302

A. How to purchase the course

1. Once you go to the link above, enter the number of course "seats" you want to purchase in the Quantity field. If you are purchasing the course just for yourself, the quantity will be "1". However, you may be responsible for purchasing the course for multiple individuals in your organization. If this is the case, you can enter the number of courses required in the quantity field. Remember, because completion is tracked at the level of the individual, you will need to purchase the course for each individual required to take the training.
2. Click the Add to Cart button. You will be redirected to the Basket page.
3. Click the Checkout button on the Basket page.
4. Proceed through the shopping cart pages and complete any required fields.

B. How to register for the course (for one person)

1. After you've paid for the course (either for just yourself or for multiple individuals) an automated email from osbc.etraining@gov.bc.ca is sent to you containing a self-registration link. If you are unable to find the email in your inbox, check your junk folder.
2. Open the self-registration link in a web browser.
3. Complete the required fields.

Note: If you have purchased the course for multiple individuals, this step can be carried out in a couple of different ways. Either the self-registration link can be forwarded to each of the

individuals required to take the course so that they can register themselves, or one individual can complete the registration process on their behalf and register them one-by-one.

4. Click the Register button.
5. An automated email notifying each registered individual that enrollment is being processed will be sent (within a few minutes of clicking the Register button) from osbc.etraining@gov.bc.ca.
 - a. In this email will be a user ID and password (unique to each registrant).
6. An automated email notifying each registered individual that course enrollment is completed will be sent (within a few minutes after receiving the email in step 5) from osbc.etraining@gov.bc.ca.
 - a. In this email will be a URL where each registered individual can log-in with the user ID and password received in step 5.

C. How to complete the course

1. Log-in at the following URL: <http://moodle2.openschool.bc.ca>
2. Click on your course title, Privacy and Information Sharing: Awareness Training for Contractors and Service Providers.
3. Open the course material by clicking on the link titled, Privacy and Information Sharing.
4. Read through all the slides.
5. Return to your course home page when you are finished reading the slides.
6. The Certificate link should be available for you to click on.
 - a. Open the certificate.
 - b. Fill in your name.
 - c. Print the certificate.
 - d. File someplace where it will not be lost.

Step 4: On-going maintenance of the training requirement and troubleshooting

The above listed steps should be able to address the majority of those who will be required to take the privacy training course. However, there are likely to be instances which are unique or that require additional maintenance efforts. The following scenarios should address the most common of these situations:

What if a contractor used to work for government, does that individual still have to take the course?

All government employees are required to take a similar course to the contractor course. Therefore, those contractors who have previously worked in government and are recorded within PCT records as having completed the course will be credited with having taken the contractor course and, upon request, can be provided a certificate by PCT that can then be produced for ministry contract managers.

What if a contractor has a significantly large number of employees that would be required to take the course?

Alternative arrangements to meet the training requirement can be made in extenuating circumstances. These arrangements must be made and approved through PCT prior to implementation in order to receive credit for the course.

For more information or to request a certificate of completion of the government privacy training course or to discuss alternative arrangements to meet the training requirement please contact the Privacy and Access helpline at:

250 356-1851

Or via email at: privacy.helpline@gov.bc.ca

When you contact the helpline, please indicate "contractor training" in your enquiry.



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)		AGREEMENT IDENTIFICATION NO.	
PROVINCE'S CONTACT PERSON NAME & TITLE		PHONE NO.	
		FAX NO.	
MAILING ADDRESS			POSTAL CODE
CONTRACTOR NAME			
CONTRACTOR ADDRESS			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

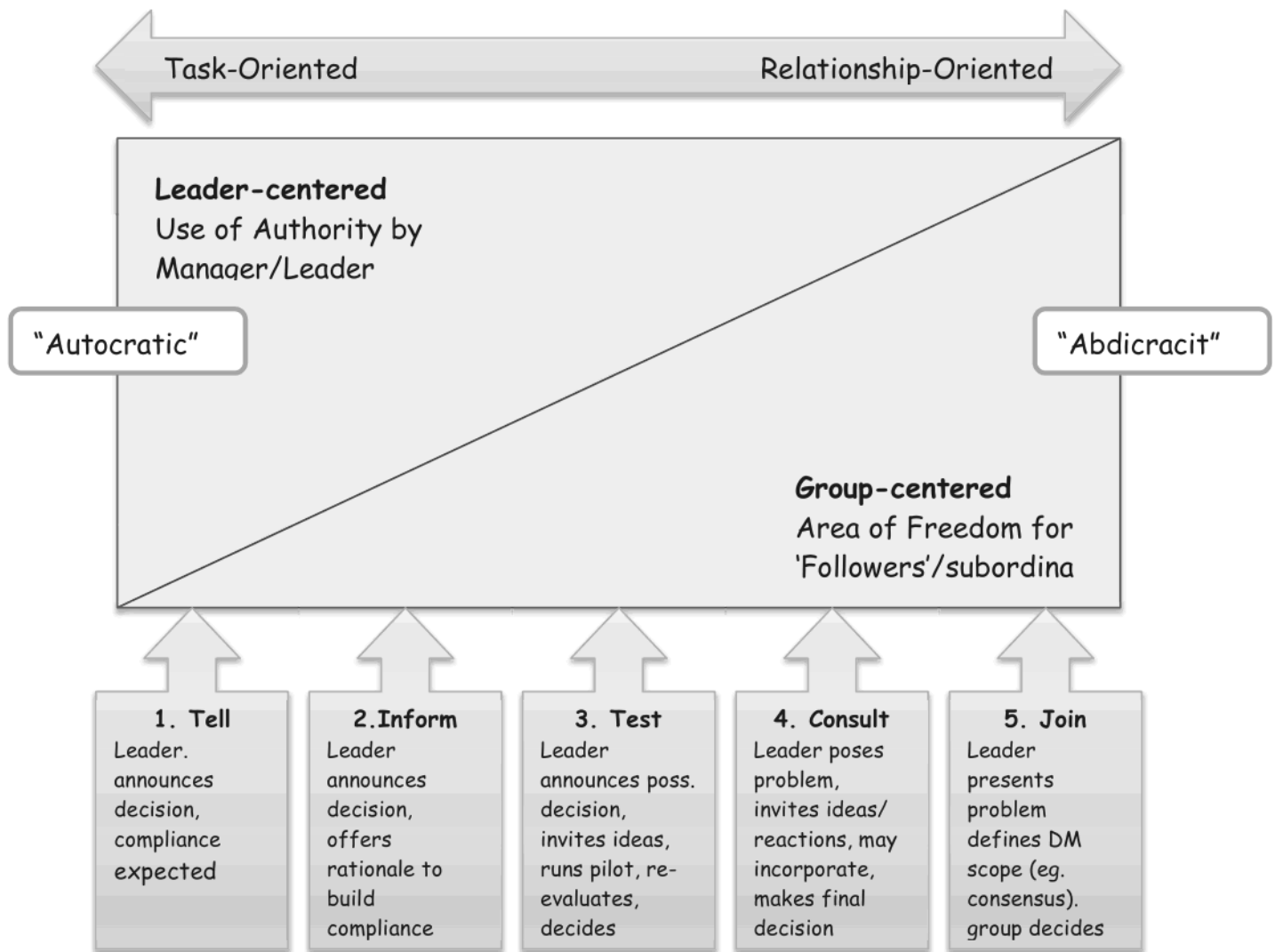
This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

AGENT OR BROKER COMMENTS:

AGENCY 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

Shortt, Amanda PREM:EX

From: Suzanne Hawkes <hawkes@convergecom.ca>
Sent: June 25, 2018 3:26 PM
To: Geary, Vanessa PREM:EX
Subject: Fwd: DARCI; decision-making
Attachments: Decision-making continuum-image.pdf; ATT00001.htm; DARCI chart for planning-SH Revised.docx; ATT00002.htm



DARCI Accountability Plan

Task	Date	D Decision-Maker/Process	A Accountable lead	R Responsible workers	C Consultants (2-way)	I Informed (1 way)

Shortt, Amanda PREM:EX

From: Suzanne Hawkes <hawkes@convergecom.ca>
Sent: June 10, 2018 6:20 PM
To: Geary, Vanessa PREM:EX
Subject: Re: REVISED Proposal for June 29
Attachments: BC Premier's Team Retreat Facilitation June 2018 - Proposal.docx; ATT00001.htm

Thank you Vanessa, happy to do so - here it is, attached, with that one change. Please note that I had copied my last email to both of you, so she may have also seen that earlier version. Please also note that I am flexible on budget, should this present a challenge, as this work is deeply on-mission for me. I have simply used the same daily rate I've charged for the other government and political bodies that have engaged me so far in the past six months. I have a lower rate of \$1500/day I charge for most not-for-profit organizations, for example.

Warm regards,

Suzanne

Proposal: Facilitation for BC Premier's Office Team Retreat, June, 2018

June 2018

Background:

This brief proposal outlines an overall approach to scoping, designing and facilitating a one-day planning and team-building retreat for the Premier's Office staff at the end of June, 2018.

Purpose:

The retreat is intended to

1. Support medium-term strategic planning
2. Strengthen team alignment, clarity and function, with an opportunity for participants to 'catch their breath' and take stock of the present moment as a group

Outcomes:

Outcomes will be determined through a series of short interviews and/or a short online survey with select staff members, but may include:

- Planning: greater clarity on the 3-6 month shared priorities, including role clarity and metrics for success along the way
- Alignment: stronger clarity, shared understanding and internal team synergy
- Dialogue: an opportunity for members to engage in deeper and more spacious dialogue, exploring different perspectives, surfacing areas of misalignment where helpful and generating solutions for moving forward

Process:

Preparation for these retreats will be key to ensuring that the precious off-site, face to face time with the team is maximized. Steps include:

- Scoping: Initial briefings with Kate VanMeer-Mass and/or other core leadership members
- Development of an approved (brief) interview guide and/or survey
- Interviews: a series of 3-5 brief telephone interviews with select individuals as identified by the senior leadership team
- Survey [OPTIONAL]: fielding of a short confidential survey to elicit feedback from the entire caucus, including a summary report of key findings
- Agenda design: Agenda design, handouts, and charts where appropriate, with one set of revisions based on client feedback
- Liaising with appropriate staff to support interview scheduling, selection of appropriate retreat venue set-up and other logistics

Estimated Budget

The overall process, will require an estimated total 2.5-3.0 days, at a rate of \$2000/day, with no applicable GST, to a maximum of \$5500 in fees plus expenses. Please note that this is a maximum; fees will be charged only for time incurred, and will not exceed the amounts noted here unless otherwise agreed to by both parties. Fees include:

Preparation: \$2500

One and 1/4 days of preparation, including scoping, 3-5 interviews with select team members and agenda design

OPTIONAL: Team survey: \$1000

Design and fielding of a short on-line survey to gather input from all team members

Facilitation: \$2125

Facilitation of a one day retreat session in June, 2018, including travel, room set-up and digital capture of key ideas

Expenses

Any expenses, including printing, airfare, accommodation, ground transportation, venue rental and additional meeting supplies to be charged to the client at cost.

Venue

This proposal assumes that the client will provide an appropriate meeting venue for the session, one that is conducive to creative, interactive dialogue. Ideally the venue will include ample natural light, room to move in both small and large groups (ie no large central board table), access to outdoors and wall space for charts (suggestions will be happily provided). The client will also provide for meals and refreshments for the meeting, as well as AV needs, 1-2 flipcharts and stands, non-toxic chart markers, and other meeting supplies as appropriate. Please note that I can also provide all of these (including a light-weight projector if need be), and charge any additional expenses back to the client at cost.

Documentation:

This proposal also assumes that any necessary note-taking and follow-up documentation will be conducted by one appointed staff person. To facilitate this, all charts (on which agreements, timelines etc. will be captured) will be digitally scanned and sent to that staff person immediately following the retreat.

About Suzanne



Suzanne Hawkes is an experienced management consultant, leadership trainer and coach with *Convergence Strategies*, based out of Vancouver, Canada. She has worked extensively on organizational effectiveness, strategic planning, leadership development and strategic communications with organizations across Canada and the US for over 20 years. Suzanne is a Dialogue Associate with Simon Fraser University's *Morris J. Wosk Centre for Dialogue*, and an instructor and co-designer of SFU's *Certificate Program in Executive Leadership*. She has been the sole Canadian trainer of the *Rockwood Leadership Institute*, the largest multi-day transformational leadership training organization in the U.S.A., for over ten years. She is also a Senior Associate with California-based *InPartnership Consulting*. Her vision: a diverse cross-sectoral

network of powerful, collaborative, service-oriented leaders working across difference to achieve transformational change. Suzanne certified to lead the *Interpersonal Leadership Styles* assessment, and the *Diamond Power Index*, both aimed at supporting effective leadership among individuals and teams. She is Board President of the Montreal-based contemporary dance company *Animals of Distinction*.

Her clients include:

Civic Engagement and Leadership

- BC New Democratic Party
- BC Legislature
- SFU Executive Leadership Program
- Vision Vancouver
- Booth University Executive Leadership Program
- Town of Smithers, Mayor and Council
- The Islands Trust
- Planning Institute of BC
- Center for Progressive Leadership
- Change.org

Education

- UBC External Relations
- SFU External relations
- SFU Centre for Dialogue
- University of Victoria, Environmental Law Ctr
- Kwantlen Polytechnic Univ., Creative Writing

Philanthropy

- The Nature Conservancy
- Wilburforce Foundation
- Tides Canada Foundation
- W.K. Kellogg Foundation
- California Endowment
- Atkinson Charitable Foundation
- Community Foundations of Canada

Sustainability and Environment

- The Nature Conservancy
- BC Council on Climate Solutions and Clean Growth
- West Coast Environmental Law
- The David Suzuki Foundation
- EcoDistricts
- Rainforest Solutions Project
- Canopy Planet
- Living Oceans Society

Health

- Public Health Association of BC
- Canadian Mental Health Association (BC)
- Divisions of Family Practice (Doctors of BC)
- Vancouver Coastal Health, Population Health
- Watari/EQT2 Health Collaborative
- Health Initiative for Men (H.I.M.)