

**From:** [Cockburn, Derek P PSA:EX](#)  
**To:** [Oliver, Chrissy PSA:EX](#)  
**Cc:** [Oulton, Libby PSA:EX](#); [Kenmare, Holly PSA:EX](#)  
**Subject:** FW: DMO contract documents and info  
**Date:** Thursday, July 27, 2017 4:38:42 PM  
**Attachments:** [Contract Package.pdf](#)  
[Direct Deposit Application.pdf](#)  
[Privacy Training for Service Contractors.pdf](#)  
[image001.png](#)  
[Maura Parte C18PSA049.docx](#)  
[Maura Paute COI.doc](#)  
[image002.png](#)

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Chrissy,

Attached is a sample of an email that we send out to contractors explaining the forms and schedules that they are required to complete. They should also send the privacy training completion certificates, as well as the completed insurance certificate to Holly. We get them to send us two signed originals of the contract, as well as a scanned signature page.

I have made some very minor adjustments to the contract, and it is ready to be sent out to the contractor now. Holly will be available tomorrow to assist with any of the additional internal paperwork.

Derek Cockburn CPA, CGA  
Director, Financial Services  
Financial Management Office | BC Public Service Agency  
Phone: (778) 698-4342



Where ideas work

Hello Maura Paute,

Attached for your signature is contract C18PSA049. Please do not make any changes to the contract without prior approval from Chrissy Oliver, the Contract Manager.

If the contract meets with your approval, please print, date and sign two copies of the contract and return both originals to the address below. **In addition, please scan the signature page once signed and e-mail it to me as soon as possible.** A duly signed original will be returned to you for your records.

Holly Kenmare  
BCPSA – Financial Management Office  
PO Box 9494 Stn Prov Govt

3<sup>rd</sup> floor – 716 Courtney Street  
Victoria, BC V8W 9N7

Thanks!

Holly Kenmare, Accounting & Budget Clerk  
Financial Management Office | BC Public Service Agency  
3rd Floor, 716 Courtney Street | Victoria, BC | V8W 1C2 | P: [778 698-4327](tel:7786984327)



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Thanks!

Holly Kenmare, Accounting & Budget Clerk

Financial Management Office | BC Public Service Agency

3rd Floor, 716 Courtney Street | Victoria, BC | V8W 1C2 | P: 778 698-4327



## **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.

# Payment Policy for Service Contract Invoices

The BC Public Service Agency pays service contract invoices as follows:

## Timing of Payments

- Contractors should expect to receive payment approximately 30 days from the date the invoice is received by the BC Public Service Agency.
- This time frame applies to correctly submitted invoices only. Refer to the sample invoice for a listing of invoice requirements.
- Cheques will be mailed directly to the contractor at the address shown on the invoice or electronically deposited to the contractor's bank account if the contractor is set up to receive direct deposit.

## Billing Frequency

- Contractors must submit invoices no more than once a month.

## Interest

- Interest is paid effective 61 days after the date the services or invoice is received at the BC Public Service Agency mailing address shown on the contract, whichever is later. Interest under \$5 will not be paid. Interest is paid at provincial government rates.

## Direct Deposit of Payments

- Service contractors are encouraged to complete a *Direct Deposit Application* so payments can be automatically deposited to their bank account. An application is included in the contractor package.
- The completed application along with a scanned voided cheque or bank certification should be e-mailed to [BCPSA.FMO.gov.bc.ca](mailto:BCPSA.FMO.gov.bc.ca) or mailed to:

Financial Management Office  
BC Public Service Agency  
3<sup>rd</sup> Floor, 716 Courtney Street  
Victoria, BC V8W 1C2

- Note: Direct deposit is only available for payments made in Canadian funds and for suppliers with banks held in a financial institution within Canada.

Please direct payment questions to the Financial Management Office, BC Public Service Agency at [BCPSA.FMO.gov.bc.ca](mailto:BCPSA.FMO.gov.bc.ca).

Updated: January 2016

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 on the contract. There is a legal requirement to make cheques payable to the name on the contract.

## INVOICE

DATE: February 1, 2016  
INVOICE #: 5  
CONTRACT #: C16PSA005

These identifiers must be included on all invoices.

### Bill To:

Attn: Agency Contact Name  
BC Public Service Agency  
3rd Floor, 4000 Some Street  
Victoria, British Columbia V8Z 4S8

Billing address: Use the BC Public Service Agency mailing address identified on the contract. Mark the invoice to the attention of the BC Public Service Agency contact name provided to you.

Description of the services provided and the period covered by the invoice.		DAYS/HOURS	RATE	AMOUNT
<b>Fees:</b> Preparation of the draft policy and procedures document pursuant to the above noted contract. Services performed January 1 - 31, 2016.				
Jane Smith – January 1, 6, 7, 8, 9, 12, 14, 15, 16		9	\$300.00	\$2,700.00
Mary Jones – January 3, 5, 6, 8, 9, 11, 15		7	\$350.00	\$2,450.00
			<b>Total Fees:</b>	<b>\$5,150.00</b>
<b>Expenses:</b> Jane Smith travel expenses for January 6 - 9, 2016 as detailed on the attached Travel Expense Claim.				
			<b>Total Expenses:</b>	<b>\$200.00</b>
			<b>Total Fees &amp; Expenses:</b>	<b>\$5,350.00</b>
			<b>GST @5%</b>	<b>\$267.50</b>
GST Registration #123456789			<b>TOTAL Due:</b>	<b>\$5,617.50</b>

Registration # must be provided if billing GST.

**Note:** The Province of BC pays GST as applicable.

Contractors not registered to collect GST should not charge GST on invoices. They also do not have to deduct GST from expense receipts as they do not have a mechanism to claim input tax credits from Canada Revenue Agency. In this circumstance, a note explaining this situation should be included on the invoice.

Please direct invoicing questions to the Financial Management Office, BC Public Service Agency at [BCPSA.FMO.gov.bc.ca](mailto:BCPSA.FMO.gov.bc.ca).

Updated: January 2016

## **Privacy and Information Sharing: Awareness Training for Contractors and Service Providers**

### **Why do I need to take the training?**

This mandatory training to ensure compliance with the *Freedom of Information and Protection of Privacy Act* (FOIPPA) and is in response to the Privacy Management and Accountability Policy (PMAP) which states that all service providers must complete privacy training on the appropriate collection, use, disclosure, storage and destruction of personal information. Refer to Schedule E of the General Services Agreement.

### **How do I take the training?**

The online training course is available at [https://order.openschool.bc.ca/Product/Detail/ps\\_7540006302](https://order.openschool.bc.ca/Product/Detail/ps_7540006302).

### **How long is the training?**

The self-directed training takes approximately one hour to complete.

### **What is the cost of the training?**

The course costs \$35 per person to complete.

### **When do I need to complete the course?**

The course must be completed before you collect or create personal information.

Please direct questions to the Financial Management Office, BC Public Service Agency at [BCPSA.FMO.gov.bc.ca](http://BCPSA.FMO.gov.bc.ca).

Updated: April 2016

# GENERAL SERVICE AGREEMENT



## *For Administrative Purposes Only*

Ministry Contract No.: C18PSA049

Requisition No.: \_\_\_\_\_

Solicitation No.(if applicable): \_\_\_\_\_

Commodity Code: \_\_\_\_\_

### **Contractor Information**

Supplier Name: Maura Parte

Supplier No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Website: \_\_\_\_\_

### **Financial Information**

Client: 100

Responsibility Centre: 70830

Service Line: 34620

STOB: 6001

Project: 7000000

**Template version: July 4, 2016**

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**SCHEDULE A – SERVICES**

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- Part 2 - Fees**
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**SCHEDULE C – APPROVED SUBCONTRACTOR(S)**

**SCHEDULE D – INSURANCE**

**SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

**SCHEDULE F – ADDITIONAL TERMS**

**SCHEDULE G – SECURITY SCHEDULE**

THIS AGREEMENT is dated for reference the 28<sup>th</sup> day of July, 2017.

BETWEEN:

Maura Parte (the "Contractor") with the following specified address and fax number:  
s.22

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister Responsible for the BC Public Service Agency (the "Province") with the following specified address and fax number:  
4<sup>th</sup> Floor, 810 Blanshard Street  
Victoria, British Columbia  
V8W 2H2

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 <b>Contractor</b> (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of _____, 20__ on behalf of the <b>Province</b> by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	<u>Lori Halls</u> Print Name
_____ Print Title(s)	<u>Deputy Minister</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 July 28, 2017 and ends on September 30, 2017.

### **PART 2. SERVICES:**

#### **Outputs**

The Contractor must manage recruitment and staffing of Ministers' Offices including orientation and training of new hires.

The Contractor must manage the identification and recruitment of candidates for all Ministers' Office staff including but not limited to Ministerial Assistants, Administrative Coordinators and administrative support staff as required. This includes, but is not limited to:

- Finalize job descriptions for all Ministers' Office positions
- Provide report to Chief of Staff, Premier's Office on staffing requirements for Ministers' Offices
- Screening and shortlisting applicants
- Conducting interviews and reference checks
- Presenting hiring recommendations to Chief of Staff, Premier's Office, for approval
- Provide recommendations on ministry assignments for each new hire
- Provide recommendations on salaries for new hires
- Outreach and notification to unsuccessful candidates
- Onboard new staff including facilitating offer letters, new employee paperwork and introductory, face to face meetings with all new appointments
- Establish process and training manual to support ongoing staffing of Ministers' Offices

#### **Outcomes**

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

- Ministers' Offices have a full staff complement
- Training guide and process established that will allow for ongoing staffing as required

#### **Reporting requirements**

Ongoing monitoring will occur via the contract manager who will work closely with the contractor during the term of the contract.

### **PART 3. RELATED DOCUMENTATION:**

Not applicable

### **PART 4. KEY PERSONNEL**

Not applicable

## Schedule B – Fees and Expenses

### **1. MAXIMUM AMOUNT PAYABLE:**

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, **\$17,000** is the maximum amount which the Province is obliged to pay to the Contractor for fees under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### **2. FEES:**

**Flat Rate**

**Fees:** **\$8,500 per month** for performing the Services during the Term.

### **3. EXPENSES:**

**Expenses:**

None

### **4. STATEMENTS OF ACCOUNT:**

**Statements of Account:** In order to obtain payment of any fees 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) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (e) a description of this Agreement to which the statement relates;
- (f) a statement number for identification; and
- (g) 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 (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 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

# 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) <b>The BC Public Service Agency</b>		AGREEMENT IDENTIFICATION NO. <b>C18PSA049</b>	
PROVINCE'S CONTACT PERSON NAME & TITLE <b>Holly Kenmare</b>		PHONE NO (778) 698-4327	
MAILING ADDRESS <b>PO Box 9494 Stn Prov Govt, Victoria, BC</b>		FAX NO (250) 387-7465	
CONTRACTOR NAME <b>Maura Paute</b>		POSTAL CODE <b>V8W 9N7</b>	
CONTRACTOR ADDRESS <b>s.22</b>		POSTAL CODE	

## Part 2 To be completed by the Insurance Agent or Broker

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

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

AGENT OR BROKER COMMENTS:

AGENT OR BROKER	ADDRESS	PHONE NO ( )
SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)		DATE SIGNED

**From:** [Kenmare, Holly PSA:EX](#)  
**To:** [Oliver, Chrissy PSA:EX](#)  
**Cc:** [Cockburn, Derek P PSA:EX](#); [Roe, Sandra PSA:EX](#)  
**Subject:** RE: DMO contract documents and info  
**Date:** Tuesday, August 8, 2017 3:07:00 PM  
**Attachments:** [Direct Award Justification and Pre Approval.docx](#)  
[image002.png](#)  
[image004.png](#)

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Hi Chrissy,

I'm just checking in on the status of this contract. FMO is the office of primary responsibility for contract files, so we will need the signed original GSA and other documents sent to us. Was a pre-approval done for this contract? I'm guessing this was direct awarded, so the direct award justification and pre approval document (attached) should have been done. We will also need to get a contract checklist completed which I can assist you with.

And for our contract file, I will need:

- Signed original GSA
- Signed original pre-approval document
- Signed original Contract Checklist
- Completed certificate of insurance (as outlined in schedule D of GSA)
- Certificate of completion for privacy training (as outlined in schedule E of GSA)

Please let me know if you need assistance on completing the attached document, or any questions about what I need to complete the contract file.

Thank you,

Holly Kenmare, Accounting & Budget Clerk  
Financial Management Office | BC Public Service Agency  
3rd Floor, 716 Courtney Street | Victoria, BC | V8W 1C2 | P: [778 698-4327](tel:778-698-4327)

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**From:** Oliver, Chrissy PSA:EX  
**Sent:** Thursday, July 27, 2017 4:42 PM  
**To:** Cockburn, Derek P PSA:EX  
**Cc:** Oulton, Libby PSA:EX; Kenmare, Holly PSA:EX  
**Subject:** RE: DMO contract documents and info  
Thanks so much for your help and the quick turnaround!

---

**From:** Cockburn, Derek P PSA:EX  
**Sent:** Thursday, July 27, 2017 4:39 PM  
**To:** Oliver, Chrissy PSA:EX  
**Cc:** Oulton, Libby PSA:EX; Kenmare, Holly PSA:EX  
**Subject:** FW: DMO contract documents and info  
Chrissy,

Attached is a sample of an email that we send out to contractors explaining the forms and schedules that they are required to complete. They should also send the privacy training completion certificates, as well as the completed insurance certificate to Holly. We get them to send us two signed originals of the contract, as well as a scanned signature page.

I have made some very minor adjustments to the contract, and it is ready to be sent out to the contractor now. Holly will be available tomorrow to assist with any of the additional internal paperwork.

Derek Cockburn CPA, CGA  
Director, Financial Services  
Financial Management Office | BC Public Service Agency  
Phone: (778) 698-4342

**BC PUBLIC SERVICE AGENCY  
DIRECT AWARD JUSTIFICATION AND PRE-APPROVAL REQUEST**

CLIFF #:

**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 from the expense authority, program assistant deputy minister and the Chief Financial Officer. The original completed and signed form must be retained in the program contract file. Scan and e-mail the completed form to the Financial Management Office at [BCPSA.FMO@gov.bc.ca](mailto:BCPSA.FMO@gov.bc.ca) for routing to the Chief Financial Officer.

<b>P A R T 1</b>	<b>CONTRACT INFORMATION</b>			
	Division:		Branch:	
	Contract Manager Name and Phone #:			
	Legal Contractor Name:			
	Contract Value:	Term:	STOB:	Type: <input type="checkbox"/> New <input type="checkbox"/> Multiyear <input type="checkbox"/> Renewal/Amendment
<b>Commonly Used Contract STOBs:</b> <b>6001/02</b> - 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.). <b>6003/04</b> - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation. <b>6020/21</b> - Education and Training - Fees/expenses for contracts that deliver training to government employees.				<b>6101/02</b> - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting). <b>6302</b> - 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). <b>6309/10</b> - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.

<b>P A R T 2</b>	<b>RATIONALE FOR ALL DIRECT AWARD CONTRACTS</b>	
	1. Describe the services required and provide an explanation of why you need to acquire these services.	
	2. What is the financial or other impact if this direct award is not approved and a competitive process is required?	
	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 type="checkbox"/> Confidentiality <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)?	
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.		
6. Will this purchase obligate government to this vendor for future purchases (e.g., maintenance, licensing or continuing need)? If yes, provide details.		
7. Were alternative vendors evaluated? If yes, who were they and why were they unacceptable? If no, why were alternatives not evaluated?		

<b>P A R T 3</b>	<b>ADDITIONAL RATIONALE FOR SOLE SOURCE CONTRACTS ONLY</b>	
	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.  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?	

<b>P A R T 4</b>	<b>PRE-APPROVALS</b>		
	Exp. Auth. Name:	ADM Name:	**Chief Financial Officer: Libby Oulton
	Signature & Date	Signature & Date	Signature & Date

**From:** [Oliver, Chrissy PSA:EX](#)  
**To:** [Cockburn, Derek P PSA:EX](#)  
**Cc:** [Kenmare, Holly PSA:EX](#)  
**Subject:** RE: Maura Parte C18PSA049  
**Date:** Friday, September 8, 2017 3:47:23 PM  
**Attachments:** [image001.png](#)  
[image003.png](#)

---

Thanks Derek. I will get those documents in on Monday.

In the meantime, the increase would take it over the \$25K threshold. Reason is that the work she is doing is taking longer than anticipated. I wouldn't say it is likely that there would be further increases but I also wouldn't rule it out 100%.

Given that, what would need to be done?

---

**From:** Cockburn, Derek P PSA:EX  
**Sent:** Friday, September 8, 2017 3:44 PM  
**To:** Oliver, Chrissy PSA:EX  
**Cc:** Kenmare, Holly PSA:EX  
**Subject:** RE: Maura Parte C18PSA049

Chrissy,

The answer would depend on three considerations:

- 1) How much of an increase in contract value would be required (the current contract is for \$22K, and \$25K is the direct award threshold);
- 2) What is the reason for the increase; and
- 3) Is there any likelihood that further increases could be required.

In terms of paperwork, a modification agreement would need to be prepared from a contractual perspective, as well as a new direct award rationale form completed and signed off by Libby.

I have looked into the system and noticed that the contract has not yet been received by FMO. Can you please provide Holly with the following documents, so that she can create the initial contract, before we start to receive any invoices.

- Signed original GSA
- Signed original pre-approval document
- Signed original Contract Checklist
- Completed certificate of insurance (as outlined in schedule D of GSA)
- Certificate of completion for privacy training (as outlined in schedule E of GSA)

Derek

---

**From:** Oliver, Chrissy PSA:EX  
**Sent:** Friday, September 8, 2017 3:24 PM  
**To:** Cockburn, Derek P PSA:EX  
**Subject:** Maura Parte C18PSA049

Hi Derek,

What would be the implications, and what would we need to do, if there is a decision to extend Maura's direct award contract beyond September and for a length of time that will take it past \$25,000?

There is no decision on this yet but I've been asked to explore options.

Thank you.

Chrissy Oliver, Lead, Executive Initiatives  
Office of the Deputy Minister | BC Public Service Agency  
810 Blanshard Street | Victoria, BC | V8W 9V1 | 250.356.8385  
[MyHR@gov.bc.ca](mailto:MyHR@gov.bc.ca) | 250.952.6000 | Toll Free 1.877.277.0772

**From:** [Oliver, Chrissy PSA:EX](#)  
**To:** [Cockburn, Derek P PSA:EX](#)  
**Subject:** [Modification\\_Agreement.doc](#)  
**Date:** Thursday, September 28, 2017 12:11:38 PM  
**Attachments:** [Modification\\_Agreement.doc](#)

---

Is this wording ok for the modification agreement? We are allocating \$7,100 as the fee for October. This is the pro-rated amount based on the monthly fee we gave her for August and September. Her expenses to date are \$890 and we will not be paying for any further travel so in the end, with this extension, the total contract amount will remain under \$25,000.

## MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
represented by  
the Minister Responsible for the BC Public Service Agency  
(the "Province", "we", "us", or "our", as applicable)

AND

MAURA PARTE  
(the "Contractor" "you" or "your" as applicable)

### BACKGROUND

A. The parties entered into an agreement dated July 28, 2017, a copy of which is attached as Exhibit 1 (the "Agreement").

B. The parties have agreed to modify the Agreement.

### AGREEMENT

The parties agree as follows:

- (1) The term of the agreement is extended to end on October 27, 2017.
- (2) The fee for the extended period of the contract, from October 1 – 27, 2017. Will be a flat rate of \$7,100 for performing the services during this term.
- (3) There will be no further expenses incurred relating to travel.
- (4) In all other respects, the Agreement is confirmed.

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

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

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

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

---

**From:** [Kenmare, Holly PSA:EX](#)  
**To:** [Oliver, Chrissy PSA:EX](#)  
**Cc:** [Cockburn, Derek P PSA:EX](#)  
**Subject:** RE: Maura Parte contract - Missing documents and expiring soon  
**Date:** Thursday, September 28, 2017 12:35:00 PM  
**Attachments:** [C18PSA049 - Modification Agreement.doc](#)  
[image001.png](#)  
[image002.png](#)

---

I just looked it over with Derek and all looks good, except I added in the contract number at the top of the page. Please forward me a copy once signed.

Cheers,  
Holly

---

**From:** Oliver, Chrissy PSA:EX  
**Sent:** Thursday, September 28, 2017 12:15 PM  
**To:** Kenmare, Holly PSA:EX  
**Cc:** Cockburn, Derek P PSA:EX  
**Subject:** RE: Maura Parte contract - Missing documents and expiring soon  
I just sent this to Derek for review. If no concerns I'll get it signed asap and back to you guys today.

---

**From:** Kenmare, Holly PSA:EX  
**Sent:** Thursday, September 28, 2017 12:13 PM  
**To:** Oliver, Chrissy PSA:EX  
**Cc:** Cockburn, Derek P PSA:EX  
**Subject:** RE: Maura Parte contract - Missing documents and expiring soon  
**Importance:** High  
Excellent, thank you for the info Chrissy. Do you need me to draft up a mod agreement, or have you done it already?  
Holly

---

**From:** Oliver, Chrissy PSA:EX  
**Sent:** Thursday, September 28, 2017 11:16 AM  
**To:** Kenmare, Holly PSA:EX  
**Cc:** Cockburn, Derek P PSA:EX  
**Subject:** RE: Maura Parte contract - Missing documents and expiring soon  
We are extending Maura's. Hoping to get it signed today.  
I will confirm that Una is done. Thanks.

---

**From:** Kenmare, Holly PSA:EX  
**Sent:** Thursday, September 28, 2017 10:27 AM  
**To:** Oliver, Chrissy PSA:EX  
**Cc:** Cockburn, Derek P PSA:EX  
**Subject:** RE: Maura Parte contract - Missing documents and expiring soon  
**Importance:** High  
Hi again Chrissy,  
Derek is headed over to 810 in about an hour, and said he would swing by your office to check in with you on this contract. If we need to extend the contract for Maura Parte past September 30<sup>th</sup> we need to have the modification agreement done and signed by both parties by end of day tomorrow. The Una Walsh contract also ends tomorrow, so if that one needs to be extended as well please let me know.

Thank you,  
Holly Kenmare, Accounting & Budget Clerk  
Financial Management Office | BC Public Service Agency  
3rd Floor, 716 Courtney Street | Victoria, BC | V8W 1C2 | P: [778 698-4327](tel:778-698-4327)

---

**From:** Kenmare, Holly PSA:EX

**Sent:** Tuesday, September 26, 2017 12:00 PM

**To:** Oliver, Chrissy PSA:EX

**Subject:** Maura Parte contract - Missing documents and expiring soon

**Importance:** High

Hello Chrissy,

I received a copy of the Maura Parte agreement, so thank you for that.

To complete the contract file and set-up the PO, I need a few more completed and signed documents from you:

- Direct Award Justification and Pre-Approval form
- Contract Checklist (attached)
- Certificate of Insurance (if she has insurance, if not see below for what I need to complete the file)

s.13

I also heard that you wanted to do a modification agreement to increase the contract dollar value?

This contract is end dated for September 30<sup>th</sup>, so if this contract needs to be extended and increased let me know, as I will need to have the modification agreement signed and completed this week. Contracts can't be modified after the end date, so we'd have to set up a new contract for her if we miss the deadline.

Thank you,

Holly Kenmare, Accounting & Budget Clerk

Financial Management Office | BC Public Service Agency

3rd Floor, 716 Courtney Street | Victoria, BC | V8W 1C2 | P: 778 698-4327

## MODIFICATION AGREEMENT

Contract #: C18PSA049

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
represented by  
the Minister Responsible for the BC Public Service Agency  
(the "Province", "we", "us", or "our", as applicable)

AND

MAURA PARTE  
(the "Contractor" "you" or "your" as applicable)

### BACKGROUND

A. The parties entered into an agreement dated July 28, 2017, a copy of which is attached as Exhibit 1 (the "Agreement").

B. The parties have agreed to modify the Agreement.

### AGREEMENT

The parties agree as follows:

- (1) The term of the agreement is extended to end on October 27, 2017.
- (2) The fee for the extended period of the contract, from October 1 – 27, 2017. Will be a flat rate of \$7,100 for performing the services during this term.
- (3) There will be no further expenses incurred relating to travel.
- (4) In all other respects, the Agreement is confirmed.

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

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

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

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

---

**From:** [Kenmare, Holly PSA:EX](#)  
**To:** [Oliver, Chrissy PSA:EX](#)  
**Cc:** [Cockburn, Derek P PSA:EX](#)  
**Subject:** RE: C18PSA049 Maura Parte Modification Agreement  
**Date:** Monday, October 2, 2017 10:05:00 AM

---

Thank you Chrissy.

I am almost ready to set up the PO in CAS so we can pay Maura's invoices when they come. I just need the direct award justification and pre-approval request, and the contract checklist, then I can set up the PO and send to Lori for approval.

Please send these forms my way (emailed scans are fine if you don't have the originals) as soon as you have time.

Cheers,

Holly

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

From: Oliver, Chrissy PSA:EX  
Sent: Friday, September 29, 2017 9:20 AM  
To: Kenmare, Holly PSA:EX  
Cc: Cockburn, Derek P PSA:EX  
Subject: C18PSA049 Maura Parte Modification Agreement

Sorry! was hoping to get this to you yesterday but didn't get it back from Maura in time.

**From:** [Oliver, Chrissy PSA:EX](#)  
**To:** [Kenmare, Holly PSA:EX](#)  
**Cc:** [Szczyry, Kyla PSA:EX](#)  
**Subject:** RE: Maura Parte invoices  
**Date:** Monday, October 16, 2017 10:45:25 AM  
**Attachments:** [image001.png](#)  
[Contract Checklist Maura Parte.pdf](#)  
[image002.png](#)  
[image004.png](#)

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Perfect! Thank you so much!!

Checklist with my signature is attached. Can you please let me know when it goes to Lori... I will pop into her office and get her to approve once it's there.

---

**From:** Kenmare, Holly PSA:EX  
**Sent:** Monday, October 16, 2017 10:38 AM  
**To:** Oliver, Chrissy PSA:EX  
**Cc:** Szczyry, Kyla PSA:EX  
**Subject:** RE: Maura Parte invoices

Thanks Chrissy. Can you please sign the contract checklist as well as contract manager? (just sign in the ADM spot and we can swith ADM name with contract manager name).

I need to set up the PO in CAS and get Lori to approve which I can do today. Once Lori approves we will get Kyla to receipt in iPro (she signed the invoices as QR), and then I can enter them in CAS for payment. As she's not set up for EFT, if she needs the payments as quick as possible I can do them as GEN DAY cheque and they come back to my office, and then I can get them over to 810 same day. If all goes smooth today and Lori approves the PO and Kyla receipts in iPro, I can probably have the cheque tomorrow.

I will get the PO sent to Lori before noon today.

Cheers,

Holly

---

**From:** Oliver, Chrissy PSA:EX  
**Sent:** Monday, October 16, 2017 10:32 AM  
**To:** Kenmare, Holly PSA:EX  
**Subject:** RE: Maura Parte invoices

Hi Holly,

Direct award justification and contract checklist are attached. Can you please advise the **fastest/earliest possible date** that we can get Maura paid? Is it possible to get a cheque here at the Agency that we can give to her if that is faster?

Thank you!!

Chrissy

Chrissy Oliver, Lead, Executive Initiatives  
Office of the Deputy Minister | BC Public Service Agency  
810 Blanshard Street | Victoria, BC | V8W 9V1 | 250.356.8385  
[MyHR@gov.bc.ca](mailto:MyHR@gov.bc.ca) | 250.952.6000 | Toll Free 1.877.277.0772

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**From:** Kenmare, Holly PSA:EX  
**Sent:** Monday, October 16, 2017 9:40 AM  
**To:** Oliver, Chrissy PSA:EX  
**Cc:** Szczyry, Kyla PSA:EX  
**Subject:** Maura Parte invoices

Hi Chrissy,

I received the 2 invoices for Maura Parte from Kyla. I can't pay them though as there is not a PO set up yet, and I need the pre-approval document and checklist from you before I can do that. Please

have these emailed to me as soon as you can so I can get the PO set up and then pay these invoices, then send me the originals via in-house mail (if you have them).

Thank you very much,

Holly Kenmare, Accounting & Budget Clerk

Financial Management Office | BC Public Service Agency

3rd Floor, 716 Courtney Street | Victoria, BC | V8W 1C2 | P: 778 698-4327

# 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: Maura Parte						Req #:		Contract #: C18PSA049	
Contract Type: <input checked="" type="checkbox"/> New <input type="checkbox"/> Multi-year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment						Brief Description of Services: Recruitment and staffing of Ministers' Offices including orientation and training of new hires.			
Term: July 28 - Sept. 30, 2017				Rate (per hour or day): \$8500/month					
CONTRACT CODING: (if more lines needed attach separate sheet)						Complete for Capital Asset Contracts (STOB 2000):			OFA STOBs:
Amount	Cl.	Resp.	Service Line	STOB	Project	OFA STOB	Service Date (DD-MMM-YYYY)	Asset # (if applicable)	2175-Heavy Equipment
24,100.00		70830	34620	6001	7000000				2195-Operating Equipment
900.00		70830	34620	6504	7000000				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
25,000.00 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.

PART 3

- |  |  |
|--|--|
| <input type="checkbox"/> <b>Purchase Subject to AIT/TILMA (100)</b><br>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.<br><input type="checkbox"/> <b>Purchase Not Subject to AIT/TILMA (200)</b><br>The purchase is for services \$75K or less.<br><input type="checkbox"/> <b>Excluded - Exempted Commodity/Service (300)</b><br>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).<br><input type="checkbox"/> <b>Excluded - Emergency (400)</b><br>A purchase where an unforeseeable situation of urgency exists and the services cannot be obtained in time by means of an open procurement.<br><input type="checkbox"/> <b>Excluded - Security, Order, etc. (500)</b><br>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. | <input type="checkbox"/> <b>Excluded - Product Compatibility/Exclusive Rights (600)</b><br>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.<br><input type="checkbox"/> <b>Excluded - Procurement of Prototype (700)</b><br>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.<br><input type="checkbox"/> <b>Excluded - Regional/Economic Development (800)</b><br>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. |
|--|--|

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

YES NO N/A

PART 4

- |   |  |
|---|--|
| 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)<br>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)<br>3. Executive Financial Officer (EFO) pre-approval is required for all <b>Labour and Citizens' Services</b> 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?<br>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)<br>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)<br>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 <a href="http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-06e.pdf">http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-06e.pdf</a> .<br>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)<br>8. Does <b>Schedule A</b> clearly identify specific and measurable contract deliverables? (CPPM 6.3.6.c)<br>9. Does <b>Schedule A</b> 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)<br>10. If sub-contractors will be providing any of the services are they identified in <b>Schedule C</b> ?<br>11. If this is a professional services contract (e.g., IT, accounting, management consulting), have you completed and attached <b>Schedule D</b> (Insurance) & <b>Schedule F</b> (Additional Terms)?<br>12. If <b>Schedule D</b> (Insurance) is attached, is the insurance adequate to cover the risks associated with this contract <a href="http://www.fin.gov.bc.ca/pt/rmb/forms/coiover.stm">http://www.fin.gov.bc.ca/pt/rmb/forms/coiover.stm</a> ?<br>13. If the contractor will be involved with "personal information" as defined in the FOIPPA, have you completed and attached <b>Schedule E</b> (Privacy Protection - <a href="http://www.msar.gov.bc.ca/privacyaccess/PPS/minpps.doc">http://www.msar.gov.bc.ca/privacyaccess/PPS/minpps.doc</a> )? (CPPM 6.3.3.e.11)<br>14. Has the <b>Information Package for Service Contractors</b> been forwarded to the contractor?<br>15. <b>Appendix 1</b> must be attached to all service contracts including travel expenses. Have you attached Appendix 1? | <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/><br><input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/><br><input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/><br><input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/><br><input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
|---|--|

**CONTRACT AMENDMENTS** - Complete Part 5 for contract amendments only.

PART 5

- |  |  |
|--|--|
| Reason for amendment:<br>More time required to complete recruitment. | Previous Contract Total: 17,900.00<br>Amendment Amount: 7,100.00<br><b>New Contract Total: 25,000.00</b> |
|--|--|
- POLICY COMPLIANCE**
- |  |  |
|--|--|
| 1. Does the amendment format comply with the CPPM (CPPM 6.3.3.e.9)? <a href="http://www.fin.gov.bc.ca/camss/fsa/Branch/Forms/Modification_Agreement.doc">http://www.fin.gov.bc.ca/camss/fsa/Branch/Forms/Modification_Agreement.doc</a> .<br>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?<br>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)? | YES NO<br><input checked="" type="checkbox"/> <input type="checkbox"/><br><input checked="" type="checkbox"/> <input type="checkbox"/><br><input checked="" type="checkbox"/> <input type="checkbox"/> |
|--|--|

PART 6

**APPROVALS** - Complete Part 6 for all contracts and amendments

Contract Mgr. Name: <u>LORI HALLS</u> <u>Lori Halls</u> Signature & Date	**ADM Name: <u>Cherry Oliver</u> <u>Cherry Oliver</u> Signature & Date	AP/PO Clerk  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'.

**From:** [Tupper, Linsey PSA:EX](#)  
**To:** [Kenmare, Holly PSA:EX](#)  
**Subject:** RE: Maura Parte invoice amount  
**Date:** Friday, December 1, 2017 1:55:00 PM  
**Attachments:** [image003.png](#)  
[image004.png](#)  
[image001.png](#)

---

Hi Holly,

I have confirmed with Maura, she did intend to invoice for 7,100.

Thanks,

Linsey

Linsey Tupper, Senior Executive Assistant  
Office of the Deputy Minister | BC Public Service Agency  
810 Blanshard Street | Victoria, BC | V8W 9V1 | 250-952-6296  
[MyHR@gov.bc.ca](mailto:MyHR@gov.bc.ca) | 250.952.6000 | Toll Free 1.877.277.0772



Where ideas work

---

**From:** Kenmare, Holly PSA:EX  
**Sent:** Friday, December 1, 2017 1:17 PM  
**To:** Tupper, Linsey PSA:EX  
**Subject:** Maura Parte invoice amount

Hi Linsey,

The invoice that you sent me for Maura Parte's October services is not what the modification agreement said it was going to be. She invoiced \$6,100, but the attached signed mod agreement said she would be getting \$7,100 for her services October 1-27. Can you double check with Chrissy and/or Maura to make sure she invoiced correctly?

Thanks,

Holly Kenmare, Accounting & Budget Clerk  
Financial Management Office | BC Public Service Agency  
3rd Floor, 716 Courtney Street | Victoria, BC | V8W 1C2 | P: [778 698-4327](tel:778-698-4327)

# GENERAL SERVICE AGREEMENT



## For Administrative Purposes Only

Ministry Contract No.: C18PSA049

Requisition No.: \_\_\_\_\_

Solicitation No.(if applicable): \_\_\_\_\_

Commodity Code: \_\_\_\_\_

### Contractor Information

Supplier Name: Maura Parte

Supplier No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Website: \_\_\_\_\_

### Financial Information

Client: 100

Responsibility Centre: 70830

Service Line: 34620

STOB: 6001

Project: 7000000

Template version: July 4, 2016

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SCHEDULE A – SERVICES

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- Part 3 - Related Documentation
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SCHEDULE B – FEES AND EXPENSES

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- Part 2 - Fees
- Part 3 - Expenses
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- 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 28<sup>th</sup> day of July, 2017.

BETWEEN:

Maura Parte (the "Contractor") with the following specified address and fax number:  
s.22

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister Responsible for the BC Public Service Agency (the "Province") with the following specified address and fax number:  
4<sup>th</sup> Floor, 810 Blanshard Street  
Victoria, British Columbia  
V8W 2H2

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

- 13.2i 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>28<sup>th</sup></u> day of <u>July</u>, 20<u>17</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p><u>UMParte</u> Signature(s)</p> <p><u>Maura Parte</u> Print Name(s)</p> <p><u>Contractor</u> Print Title(s)</p>	<p>SIGNED on the <u>28<sup>th</sup></u> day of <u>July</u>, 20<u>17</u> on behalf of the Province by its duly authorized representative:</p> <p><u>Lori Halls</u> Signature</p> <p><u>Lori Halls</u> Print Name</p> <p><u>Deputy Minister</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 July 28, 2017 and ends on September 30, 2017.

### PART 2. SERVICES:

#### Outputs

The Contractor must manage recruitment and staffing of Ministers' Offices including orientation and training of new hires.

The Contractor must manage the identification and recruitment of candidates for all Ministers' Office staff including but not limited to Ministerial Assistants, Administrative Coordinators and administrative support staff as required. This includes, but is not limited to:

- Finalize job descriptions for all Ministers' Office positions
- Provide report to Chief of Staff, Premier's Office on staffing requirements for Ministers' Offices
- Screening and shortlisting applicants
- Conducting interviews and reference checks
- Presenting hiring recommendations to Chief of Staff, Premier's Office, for approval
- Provide recommendations on ministry assignments for each new hire
- Provide recommendations on salaries for new hires
- Outreach and notification to unsuccessful candidates
- Onboard new staff including facilitating offer letters, new employee paperwork and introductory, face to face meetings with all new appointments
- Establish process and training manual to support ongoing staffing of Ministers' Offices

#### Outcomes

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

- Ministers' Offices have a full staff complement
- Training guide and process established that will allow for ongoing staffing as required

#### Reporting requirements

Ongoing monitoring will occur via the contract manager who will work closely with the contractor during the term of the contract.

### PART 3. RELATED DOCUMENTATION:

Not applicable

### PART 4. KEY PERSONNEL

Not applicable

## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, **\$22,000** is the maximum amount which the Province is obliged to pay to the Contractor for fees under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### 2. FEES:

Flat Rate

**Fees:** **\$8,500 per month** for performing the Services during the Term.

### 3. EXPENSES:

**Expenses:**

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from 107 Bushby Street, Victoria, on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and

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

### 4. STATEMENTS OF ACCOUNT:

**Statements of Account:** In order to obtain payment of any fees 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) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (e) a description of this Agreement to which the statement relates;
- (f) a statement number for identification; and
- (g) 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 (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 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

## MODIFICATION AGREEMENT

Contract #: C18PSA049

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
represented by  
the Minister Responsible for the BC Public Service Agency  
(the "Province", "we", "us", or "our", as applicable)

AND

MAURA PARTE  
(the "Contractor" "you" or "your" as applicable)

### BACKGROUND

A. The parties entered into an agreement dated July 28, 2017, a copy of which is attached as Exhibit 1 (the "Agreement").

B. The parties have agreed to modify the Agreement.

### AGREEMENT

The parties agree as follows:

- (1) The term of the agreement is extended to end on October 27, 2017.
- (2) The fee for the extended period of the contract, from October 1 – 27, 2017. Will be a flat rate of \$7,100 for performing the services during this term.
- (3) There will be no further expenses incurred relating to travel.
- (4) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 28 day of September, 2017 on behalf of the Province  
by its duly authorized representative:

Signature *Ken Halls*

Print Name Ken Halls

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

Signature *Maura Parte*

Print Name Maura Parte

---

s.22

*certified pursuant to section 33 of the Financial Administration Act that the amount to be paid is correct, work has been performed, the goods supplied, the services rendered &/or the conditions met. I also confirm & certify that a thorough investigation has been carried out to ensure no previous payment has been made and this invoice has not been previously passed for payment.*

DATE: SEPTEMBER 15, 2017  
INVOICE #001  
CONTRACT #C18PSA409-049

Chrissy Oliver  
Lead, Executive Initiatives  
BC Public Service Agency  
4<sup>th</sup> Floor, 810 Blanshard St.  
Victoria, BC V8Z 2H2  
Phone 250-356-8385

[illegible]

**GST – The contractor is not registered to charge GST.**

9,341.10

CONTRACTOR'S SIGNATURE

DATE \_\_\_\_\_

UM Parte

Sep 15/17

**INVOICE #**

This form is for use by non-BC government employees to claim travel expenses. Refer to the attached *Appendix 2* for guidelines and allowable rates. After completion, the individual should forward the original claim form (with letter of agreement and receipts attached) to their ministry financial contact. The qualified receiver will complete and sign the Coding section and forward the claim to Finance, Accounts for processing. A cheque will be forwarded to the *Cheque Mailing Address* shown below.

**CHEQUE INFORMATION**

Payee Name: Maura Korte s.22  
Cheque Mailing Address: s.22 Supplier # s.22 Location Code: s.22  
Reason for Travel: Conduct interviews, attend meetings

DATE OF TRAVEL 20 ____		PLACES TRAVELLED		PERSONAL VEHICLE USE DISTANCE x KM  RATE _____		BUS/TAXI/ AIR/FERRY COSTS	B   L   D ✓   ✓   ✓	MEALS:	ACCOMMODATION COSTS	MISCELLANEOUS (CAR RENTAL, PHONE, ATM FEES, ETC.) COST      DESCRIPTION	TOTAL DAILY COSTS
M	D	FROM/TO (ENTER CITY NAMES)	KM	\$	\$			\$	\$	\$	\$
08	03	VICTORIA VANCOUVER		425.10	<del>427.10</del>	✓		<del>33.00</del> 13.80			\$
08	09	VICTORIA VANCOUVER		217.00	<del>219.00</del>	✓	✓	<del>36.50</del> 37.05	30.75		447.10 / 440.90
08	10	VANCOUVER				✓	✓	<del>49.00</del> 49.05	30.75		284.25 / 286.80
08	11	VANCOUVER				✓	✓	<del>30.00</del> 25.80			79.75 / 79.70
											30.00 / 25.80
											841.10
CLAIM TOTAL											833.30

### CODING

Client: \_\_\_\_\_ Resp: 10830 Svc Line: 34620 STOB: 6504 Proj: 7000000

\_\_\_\_\_  
Qualified Receiver Printed Name      Qualified Receiver Signature      Date

Expense Authority Printed Name

Traveller's Signature UMPare Date Sep 15/17

Certified this is a true statement of disbursements made to which I am entitled as a result of travel on government business as detailed above and for which I have not been and will not be reimbursed by any other party.

# TRANSACTION RECORD

YELLOW CAB  
817 FISGARD STREET V8W1R9  
VICTORIA BC  
21852400  
GH2185240071

PURCHASE

08-09-2017 08:36:40  
s.22

Operator: 171  
Trace # 9798  
Inv. # 171  
Auth # 009476 RRN 001740002

Purchase s.22  
Tip  
Total \$12.00

(001) APPROVED-THANK YOU

Retain this copy for your records  
Customer copy

www.yellowcabvictoria.com  
250-381-2222

YELLOW CAB  
817 FISGARD STREET V8W1R9  
VICTORIA BC  
21852400  
GH2185240054

PURCHASE

08-03-2017 08:01:56  
s.22

Trace # 9078  
Inv. # 325  
Auth # 033546 RRN 001772003

Purchase s.22  
Tip  
Total \$13.10

(001) APPROVED-THANK YOU

Retain this copy for your records  
Customer copy

www.yellowcabvictoria.com  
250-381-2222

## Harbour Air Seaplanes

Vancouver (604) 274-1277  
Victoria (250) 384-2215  
Nanaimo (250) 714-0004  
Ganges 1-877-537-9880

Toll-free 1-800-665-0212  
Website: www.harbourair.com  
8/3/2017 8:04:10 AM  
GST: 84295 5858 RT0001

CUSTOMER COPY

Booking #7873705

Maura Parte  
Thursday, August 3, 2017  
Passenger(s)

Flight #208  
Departs 08:30 AM @ Victoria Harbour  
Arrives 09:05 AM @ Vancouver Harbour

Invoice #: s.17

1.00 All Skeds - Baggage : Chec \$0.00 CDN  
1.00 Sked 200 : Carbon Offset \$0.65 CDN  
1.00 Sked 200 : VHFC Terminal \$9.86 CDN  
1.00 Sked 200/300 : Standard \$186.64 CDN

Maura Parte

Thursday, August 3, 2017

1 Passenger

Invoice #: s.17

s.17

Flight #219  
Departs 14:30 PM @ Vancouver Harbour  
Arrives 15:05 PM @ Victoria Harbour

1.00 All Skeds - Baggage : Chec \$0.00 CDN  
1.00 Sked 200 : Carbon Offset \$0.65 CDN  
1.00 Sked 200 : VHFC Terminal \$9.86 CDN  
1.00 Sked 200/300 : Standard \$186.64 CDN

Goods and Services Tax \$19.70 GST

Grand Total \$414.00 CDN

Payment Information:

Visa \$414.00 CDN

Date/Time 8/3/2017 8:03:51 AM  
Station HYH/CS01  
Terminal ID HYH/DC01  
Action Purchase/Telephone  
Card Type VISA  
Card Number s.22  
Amount \$414.00  
Authorization 091983  
Trace Number 016001001002  
Response 00-001/APPROVED 091983

CUSTOMER COPY

Free WiFi Password: haquest99



[Check Flight Status](#) | [Manage Flight](#) | [Deals & Specials](#) | [High Flyer Rewards](#) | [My Account](#)

Thank you for choosing Harbour Air Seaplanes, Whistler Air & SaltSpring Air, we're excited to welcome you aboard! Please review your flight details below.

If you have any questions regarding your reservation or wish to make any changes, please log into your account at [harbourair.com](http://harbourair.com) or call one of our friendly customer service staff at 604.274.1277 or toll-free 1.800.665.0212.

Would you prefer a guaranteed single window seat? Ask one of our customer service agents about [Select Seating](#) at check in - only \$10.00!

Harbour Air Team

### Customer Information

Account	HAS #	s.22
	Name	Maura Parte

### Booking #7882249

Wednesday, August 9, 2017

Flight #330/Twin Otter

09:00 Victoria Harbour / [Map](#)

09:30 Vancouver Harbour / [Map](#)

30 minutes

KK- Confirmed

1 Passenger(s) - GoFlex

Maura Parte, Female

[Add to Calendar](#)

Invoice s.17

All Skeds - Baggage : Checked Baggage Fee \$0.00

Sked 200 : Carbon Offset \$0.65

Sked 200 : VHFC Terminal Fee \$9.86

Sked 200/300 : Standard GO Flex \$186.64

+ Goods and Services Tax \$9.85

Billing \$197.15

Taxes \$9.85

**Grand Total \$207.00**

Visa

\$207.00

Date / Time August 9, 2017 @ 8:38:56 AM

Summary s.22

Expiration 07 / 2019

Authorization 096704

**Fare Conditions:**

Refundable up to 15 minutes prior to Departure

Changeable up to 15 minutes prior to Departure

Select Seating \$10 (space permitting)

50% cancellation fee for groups of 4+ if cancelled within  
24 hrs of departure

**Baggage:**

All routes (except routes listed below)

25 lbs. Guaranteed

25 lbs. (space available)

\$1/lb. over 50 lbs.(space available)

**Between South Vancouver (YVR), Ganges & Maple Bay**

35 lbs. Guaranteed

15 lbs. (space available)

\$1/lb. over 50 lbs.(space available)

**Between South Vancouver (YVR), Victoria & Nanaimo**

50 lbs. Guaranteed

\$1/lb. over 50 lbs.

**Scenic & Packaged Tours Cancellation:**

100% cancellation fee if cancelled within 24hrs of  
departure

s.22

I hereby certify pursuant to section 33 of the Financial Administration Act that the amount to be paid is correct, work has been performed, the goods supplied, the services rendered &/or the conditions met. I also confirm & certify that a thorough investigation has been carried out to ensure no previous payment has been made and this invoice has not been previously passed for payment.

DATE: SEPTEMBER 30, 2017  
INVOICE #001002  
CONTRACT #C18PSA409  
049

Chrissy Oliver  
Lead, Executive Initiatives  
BC Public Service Agency  
4<sup>th</sup> Floor, 810 Blanshard St.  
Victoria, BC V8Z 2H2  
Phone 250-356-8385

GST – The contractor is not registered to charge GST.

DATE \_\_\_\_\_

Uttarke

Oct 1/17

Maura Parte

s.22

# INVOICE

DATE: OCTOBER 27, 2017  
INVOICE #003  
CONTRACT #C18PSA409

**BILL TO:**  
Chrissy Oliver  
Lead, Executive Initiatives  
BC Public Service Agency  
4<sup>th</sup> Floor, 810 Blanshard St.  
Victoria, BC V8Z 2H2  
Phone 250-356-8385



DATE	DESCRIPTION	RATE	TOTAL
October 1-27	Orientation and training of new employees Production of a resource guide for political staff	<del>\$6,100</del>	<del>\$6,100</del> \$7,100
			\$7,100
TOTAL DUE			<del>\$6,100</del>

GST – The contractor is not registered to charge GST.

CONTRACTOR'S SIGNATURE

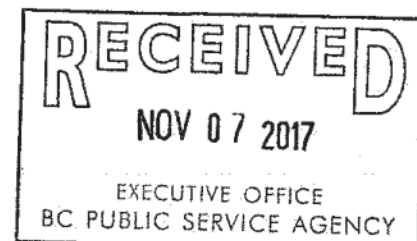
DATE

M. Parte

October 27/17

DATE GOODS/SERVICES RECEIVED by BC Public Service Agency:	DD-MMM-YEAR	AMOUNT
QUALIFIED RECEIVER NAME:	27-OCT-2017	6,700.00
QUALIFIED RECEIVER SIGNATURE:	Unsey Tuppe	
CONTRACT NUMBER:	RECEIPT #	
C18PSA409	3976	
TYPE OF GOODS OR SERVICE PROVIDED:	CONTRACT FEES/EXPENSES	
Additional Info:		

certified pursuant to section 33 of the Financial Administration Act that the amount to be paid is correct, work has been performed, the goods supplied, the services rendered &/or the conditions met. I also confirm & certify that a thorough investigation has been carried out to ensure no previous payment has been made and this invoice has not been previously passed for payment.



## Kenmare, Holly PSA:EX

---

**From:** Tupper, Linsey PSA:EX  
**Sent:** Friday, December 1, 2017 1:56 PM  
**To:** Kenmare, Holly PSA:EX  
**Subject:** RE: Maura Parte invoice amount

Hi Holly,

I have confirmed with Maura, she did intend to invoice for 7,100.

Thanks,  
Linsey

**Linsey Tupper, Senior Executive Assistant**  
Office of the Deputy Minister | BC Public Service Agency  
810 Blanshard Street | Victoria, BC | V8W 9V1 | 250-952-6296  
[MyHR@gov.bc.ca](mailto:MyHR@gov.bc.ca) | 250.952.6000 | Toll Free 1.877.277.0772



Where ideas work

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**From:** Kenmare, Holly PSA:EX  
**Sent:** Friday, December 1, 2017 1:17 PM  
**To:** Tupper, Linsey PSA:EX  
**Subject:** Maura Parte invoice amount

Hi Linsey,

The invoice that you sent me for Maura Parte's October services is not what the modification agreement said it was going to be. She invoiced \$6,100, but the attached signed mod agreement said she would be getting \$7,100 for her services October 1-27. Can you double check with Chrissy and/or Maura to make sure she invoiced correctly?

Thanks,

**Holly Kenmare, Accounting & Budget Clerk**  
Financial Management Office | BC Public Service Agency  
3rd Floor, 716 Courtney Street | Victoria, BC | V8W 1C2 | P: 778 698-4327



Where ideas work

# 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: Maura Parte	Req #:	Contract #: C18PSA049
Contract Type: <input checked="" type="checkbox"/> New <input type="checkbox"/> Multi-year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment	Brief Description of Services: Recruitment and staffing of Ministers' Offices including orientation and training of new hires.	
Term: July 28 - Sept. 30, 2017	Rate (per hour or day): \$8500/month	

## CONTRACT CODING: (if more lines needed attach separate sheet)

						Complete for Capital Asset Contracts (STOB 2000):			OFA STOBs:
Amount	Cl.	Resp.	Service Line	STOB	Project	OFA STOB	Service Date (DD-MMM-YYYY)	Asset # (if applicable)	
24,100.00		70830	34620	6001	7000000				2175-Heavy Equipment
900.00		70830	34620	6504	7000000				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
25,000.00 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): \_\_\_\_\_ Page 81 of 115 PSA-2017-74220

## 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.

PART 3

- |  |  |
|--|--|
| <input type="checkbox"/> <b>Purchase Subject to AIT/TILMA (100)</b><br>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.<br><input type="checkbox"/> <b>Purchase Not Subject to AIT/TILMA (200)</b><br>The purchase is for services \$75K or less.<br><input type="checkbox"/> <b>Excluded - Exempted Commodity/Service (300)</b><br>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).<br><input type="checkbox"/> <b>Excluded - Emergency (400)</b><br>A purchase where an unforeseeable situation of urgency exists and the services cannot be obtained in time by means of an open procurement.<br><input type="checkbox"/> <b>Excluded - Security, Order, etc. (500)</b><br>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. | <input type="checkbox"/> <b>Excluded - Product Compatibility/Exclusive Rights (600)</b><br>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.<br><input type="checkbox"/> <b>Excluded - Procurement of Prototype (700)</b><br>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.<br><input type="checkbox"/> <b>Excluded - Regional/Economic Development (800)</b><br>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. |
|--|--|

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

YES NO N/A

PART 4

- |   |  |
|---|--|
| 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)<br>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)<br>3. Executive Financial Officer (EFO) pre-approval is required for all <b>Labour and Citizens' Services</b> 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?<br>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)<br>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)<br>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 <a href="http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-06e.pdf">http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-06e.pdf</a> .<br>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)<br>8. Does <b>Schedule A</b> clearly identify specific and measurable contract deliverables? (CPPM 6.3.6.c)<br>9. Does <b>Schedule A</b> 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)<br>10. If sub-contractors will be providing any of the services are they identified in <b>Schedule C</b> ?<br>11. If this is a professional services contract (e.g., IT, accounting, management consulting), have you completed and attached <b>Schedule D</b> (Insurance) & <b>Schedule F</b> (Additional Terms)?<br>12. If <b>Schedule D</b> (Insurance) is attached, is the insurance adequate to cover the risks associated with this contract <a href="http://www.fin.gov.bc.ca/pt/rmb/forms/coiover.stm">http://www.fin.gov.bc.ca/pt/rmb/forms/coiover.stm</a> ?<br>13. If the contractor will be involved with "personal information" as defined in the FOIPPA, have you completed and attached <b>Schedule E</b> (Privacy Protection - <a href="http://www.mser.gov.bc.ca/privacyaccess/PPS/minpps.doc">http://www.mser.gov.bc.ca/privacyaccess/PPS/minpps.doc</a> )? (CPPM 6.3.3.e.11)<br>14. Has the <b>Information Package for Service Contractors</b> been forwarded to the contractor?<br>15. <b>Appendix 1</b> must be attached to all service contracts including travel expenses. Have you attached Appendix 1? | <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/><br><input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/><br><input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/><br><input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/><br><input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/><br><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
|---|--|

**CONTRACT AMENDMENTS** - Complete Part 5 for contract amendments only.

PART 5

- |  |  |
|--|--|
| Reason for amendment:<br>More time required to complete recruitment. | Previous Contract Total: 17,900.00<br>Amendment Amount: 7,100.00<br><b>New Contract Total: 25,000.00</b> |
|--|--|
- POLICY COMPLIANCE** YES NO
- |  |  |
|--|--|
| 1. Does the amendment format comply with the CPPM (CPPM 6.3.3.e.9)? <a href="http://www.fin.gov.bc.ca/camss/fsa/Branch/Forms/Modification_Agreement.doc">http://www.fin.gov.bc.ca/camss/fsa/Branch/Forms/Modification_Agreement.doc</a> .<br>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?<br>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 checked="" type="checkbox"/> <input type="checkbox"/><br><input checked="" type="checkbox"/> <input type="checkbox"/><br><input checked="" type="checkbox"/> <input type="checkbox"/> |
|--|--|

PART 6

**APPROVALS** - Complete Part 6 for all contracts and amendments

Contract Mgr. Name: <u>LORI HALLS</u> <u>Lori Halls</u> Signature & Date	**ADM Name: <u>Cherry Oliver</u> <u>Cherry Oliver</u> Signature & Date	AP/PO Clerk  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'.

**BC PUBLIC SERVICE AGENCY  
DIRECT AWARD JUSTIFICATION AND PRE-APPROVAL REQUEST**

CLIFF #:

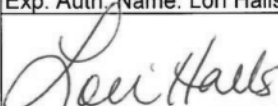
**FORM USAGE AND ROUTING:**

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 from the expense authority, program assistant deputy minister and the Chief Financial Officer. The original completed and signed form must be retained in the program contract file. Scan and e-mail the completed form to the Financial Management Office at [BCPSA.FMO@gov.bc.ca](mailto:BCPSA.FMO@gov.bc.ca) for routing to the Chief Financial Officer.

<b>P A R T 1</b>	<b>CONTRACT INFORMATION</b>			
	Division: Deputy Minister's Office		Branch: Deputy Minister's Office	
	Contract Manager Name and Phone #: Chrissy Oliver 250-356-8385			
	Legal Contractor Name: Maura Parte			
	Contract Value: 25,000	Term: July 28-September 30, 2017	STOB: 6001	Type: <input checked="" type="checkbox"/> New <input type="checkbox"/> Multiyear <input type="checkbox"/> Renewal/Amendment
	<b>Commonly Used Contract STOBs:</b> <b>6001/02</b> - 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.). <b>6003/04</b> - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation. <b>6020/21</b> - Education and Training - Fees/expenses for contracts that deliver training to government employees.		<b>6101/02</b> - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting). <b>6302</b> - 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). <b>6309/10</b> - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.	

<b>P A R T 2</b>	<b>RATIONALE FOR ALL DIRECT AWARD CONTRACTS</b>	
	<ol style="list-style-type: none"> <li>Describe the services required and provide an explanation of why you need to acquire these services. To assist with transition in the Office of the Premier by establishing HR Practices for the PO</li> <li>What is the financial or other impact if this direct award is not approved and a competitive process is required? Immediate need in the PO to establish HR procedures.</li> <li>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"/> Emergency  <input type="checkbox"/> Sole Source <input type="checkbox"/> Confidentiality  <input type="checkbox"/> Sole Source - Notice of Intent <input checked="" type="checkbox"/> No Exceptions Apply - Less than \$25,000  <input type="checkbox"/> Security, Order, etc.           </li> <li>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)? Under \$25,000</li> <li>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</li> <li>Will this purchase obligate government to this vendor for future purchases (e.g., maintenance, licensing or continuing need)? If yes, provide details. No</li> <li>Were alternative vendors evaluated? If yes, who were they and why were they unacceptable? If no, why were alternatives not evaluated? No</li> </ol>	

<b>P A R T 3</b>	<b>ADDITIONAL RATIONALE FOR SOLE SOURCE CONTRACTS ONLY</b>	
	<ol style="list-style-type: none"> <li>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.</li> <li>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?</li> </ol>	

<b>P A R T 4</b>	<b>PRE-APPROVALS</b>		
	Exp. Auth. Name: Lori Halls	ADM Name:	**Chief Financial Officer: Libby Oulton
			
	Signature & Date	Signature & Date	Signature & Date

# GENERAL SERVICE AGREEMENT



## *For Administrative Purposes Only*

Ministry Contract No.: C18PSA049

Requisition No.: \_\_\_\_\_

Solicitation No.(if applicable): \_\_\_\_\_

Commodity Code: \_\_\_\_\_

### **Contractor Information**

Supplier Name: Maura Parte

Supplier No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Website: \_\_\_\_\_

### **Financial Information**

Client: 100

Responsibility Centre: 70830

Service Line: 34620

STOB: 6001

Project: 7000000

**Template version: July 4, 2016**

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**SCHEDULE A – SERVICES**

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

- Part 1 - Maximum Amount Payable**
- 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 28<sup>th</sup> day of July, 2017.

BETWEEN:

Maura Parte (the "Contractor") with the following specified address and fax number:  
s.22

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister Responsible for the BC Public Service Agency (the "Province") with the following specified address and fax number:  
4<sup>th</sup> Floor, 810 Blanshard Street  
Victoria, British Columbia  
V8W 2H2

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>28</u> day of <u>July</u>, 20<u>17</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p><u>Maura Parte</u> Signature(s)</p> <p><u>Maura Parte</u> Print Name(s)</p> <p><u>Contractor</u> Print Title(s)</p>	<p>SIGNED on the <u>28</u> day of <u>July</u>, 20<u>17</u> on behalf of the Province by its duly authorized representative:</p> <p><u>Lori Halls</u> Signature</p> <p><u>Lori Halls</u> Print Name</p> <p><u>Deputy Minister</u> Print Title</p>
---	--

## Schedule A – Services

### **PART 1. TERM:**

1. Subject to section 2 of this Part 1, The term of this Agreement commences on July 28, 2017 and ends on September 30, 2017.

### **PART 2. SERVICES:**

#### **Outputs**

The Contractor must manage recruitment and staffing of Ministers' Offices including orientation and training of new hires.

The Contractor must manage the identification and recruitment of candidates for all Ministers' Office staff including but not limited to Ministerial Assistants, Administrative Coordinators and administrative support staff as required. This includes, but is not limited to:

- Finalize job descriptions for all Ministers' Office positions
- Provide report to Chief of Staff, Premier's Office on staffing requirements for Ministers' Offices
- Screening and shortlisting applicants
- Conducting interviews and reference checks
- Presenting hiring recommendations to Chief of Staff, Premier's Office, for approval
- Provide recommendations on ministry assignments for each new hire
- Provide recommendations on salaries for new hires
- Outreach and notification to unsuccessful candidates
- Onboard new staff including facilitating offer letters, new employee paperwork and introductory, face to face meetings with all new appointments
- Establish process and training manual to support ongoing staffing of Ministers' Offices

#### **Outcomes**

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

- Ministers' Offices have a full staff complement
- Training guide and process established that will allow for ongoing staffing as required

#### **Reporting requirements**

Ongoing monitoring will occur via the contract manager who will work closely with the contractor during the term of the contract.

### **PART 3. RELATED DOCUMENTATION:**

Not applicable

### **PART 4. KEY PERSONNEL**

Not applicable

## Schedule B – Fees and Expenses

### **1. MAXIMUM AMOUNT PAYABLE:**

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, **\$22,000** is the maximum amount which the Province is obliged to pay to the Contractor for fees under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### **2. FEES:**

#### **Flat Rate**

**Fees:** **\$8,500 per month** for performing the Services during the Term.

### **3. EXPENSES:**

#### **Expenses:**

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from 107 Bushby Street, Victoria, on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and

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

### **4. STATEMENTS OF ACCOUNT:**

**Statements of Account:** In order to obtain payment of any fees 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) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (e) a description of this Agreement to which the statement relates;
- (f) a statement number for identification; and
- (g) 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 (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 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

## MODIFICATION AGREEMENT

Contract #: C18PSA049

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
represented by  
the Minister Responsible for the BC Public Service Agency  
(the "Province", "we", "us", or "our", as applicable)

AND

MAURA PARTE  
(the "Contractor" "you" or "your" as applicable)

### BACKGROUND

A. The parties entered into an agreement dated July 28, 2017, a copy of which is attached as Exhibit 1 (the "Agreement").

B. The parties have agreed to modify the Agreement.

### AGREEMENT

The parties agree as follows:

- (1) The term of the agreement is extended to end on October 27, 2017.
- (2) The fee for the extended period of the contract, from October 1 – 27, 2017. Will be a flat rate of \$7,100 for performing the services during this term.
- (3) There will be no further expenses incurred relating to travel.
- (4) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 28 day of September, 2017 on behalf of the Province  
by its duly authorized representative:

Signature *Ken Halls*

Print Name Ken Halls

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

Signature *Maura Parte*

Print Name Maura Parte

---

Maura Parte

# INVOICE

s.22



DATE: OCTOBER 27, 2017  
INVOICE #003  
CONTRACT #C18PSA409

**BILL TO:**  
Chrissy Oliver  
Lead, Executive Initiatives  
BC Public Service Agency  
4<sup>th</sup> Floor, 810 Blanshard St.  
Victoria, BC V8Z 2H2  
Phone 250-356-8385

DATE	DESCRIPTION	RATE	TOTAL
October 1-27	Orientation and training of new employees Production of a resource guide for political staff	\$6,100	\$6,100
TOTAL DUE			\$6,100

GST – The contractor is not registered to charge GST.

CONTRACTOR'S SIGNATURE

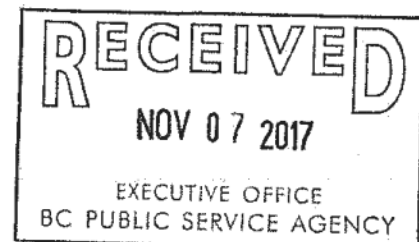
DATE

M. Parte

October 27/17

DATE GOODS/SERVICES RECEIVED	DD-MMM-YEAR	AMOUNT
by BC Public Service Agency:	27-OCT-2017	6,100.00
QUALIFIED RECEIVER NAME:	Linsey Tupper	
QUALIFIED RECEIVER SIGNATURE:		
CONTRACT NUMBER:	C18PSA409	
TYPE OF GOODS OR SERVICE PROVIDED:	RECEIPT # 3976	
Additional Info:		

I certify pursuant to section 33 of the Financial Administration Act that the amount to be paid is correct, work has been performed, the goods supplied, the services rendered &/or the conditions met. I also confirm & certify that a thorough investigation has been carried out to ensure no previous payment has been made and this invoice has not been previously passed for payment.



Maura Parte

s.22

DATE GOODS/SERVICES RECEIVED by BC Public Service Agency:	DD-MMM-YEAR 31/08/17	AMOUNT 9333.30
QUALIFIED RECEIVER NAME:	LINSEY TUPPER	
QUALIFIED RECEIVER SIGNATURE:	K. J. J. J.	
CONTRACT NUMBER:	RECEIPT #	
C18PSA049		
TYPE OF GOODS OR SERVICE PROVIDED:	CONTRACT FEES/EXPENSES	
Additional Info:		

I certify pursuant to section 33 of the Financial Administration Act that the amount to be paid is correct, work has been performed, the goods supplied, the services rendered &/or the conditions met. I also confirm & certify that a thorough investigation has been carried out to ensure no previous payment has been made and this invoice has not been previously passed for payment.

KYLA SZCZYRY  
**INVOICE**

DATE: SEPTEMBER 15, 2017  
INVOICE #001  
CONTRACT #C18PSA409

**BILL TO:**

Chrissy Oliver  
Lead, Executive Initiatives  
BC Public Service Agency  
4<sup>th</sup> Floor, 810 Blanshard St.  
Victoria, BC V8Z 2H2  
Phone 250-356-8385

DATE	DESCRIPTION	RATE	TOTAL
July 28-August 31	Worked on revising job descriptions for Ministers' Office positions Reported to Chief of Staff, Premier's Office on staffing requirements for Minister's Offices Screened and shortlisted applicants Conducted interviews and reference checks Outreach and notification to candidates	\$8,500	\$8,500
August 3	Expenses while working in Vancouver as detailed on the attached Travel Expense Claim		\$440.90
August 9-11	Expenses while working in Vancouver as detailed on the attached Travel Expense Claim		\$392.40
TOTAL DUE			\$9,333.30

GST – The contractor is not registered to charge GST.

CONTRACTOR'S SIGNATURE

DATE

M. Parte

Sep 15 / 17

**TRAVEL EXPENSE CLAIM  
FOR NON-BC GOVERNMENT EMPLOYEES**

INVOICE #

**FORM USAGE**

This form is for use by non-BC government employees to claim travel expenses. Refer to the attached *Appendix 2* for guidelines and allowable rates. After completion, the individual should forward the original claim form (with letter of agreement and receipts attached) to their ministry financial contact. The qualified receiver will complete and sign the Coding section and forward the claim to Finance, Accounts for processing. A cheque will be forwarded to the *Cheque Mailing Address* shown below.

**CHEQUE INFORMATION**

Payee Name: Maura Parte s.22 Supplier: \_\_\_\_\_ Location Code: \_\_\_\_\_  
 Cheque Mailing Address: \_\_\_\_\_  
 Reason for Travel: Conduct interviews, attend meetings

DATE OF TRAVEL 20 ____	PLACES TRAVELLED		PERSONAL VEHICLE USE DISTANCE x KM RATE _____	BUS/TAXI/ AIR/FERRY COSTS	MEALS:			ACCOMMODATION COSTS	MISCELLANEOUS (CAR RENTAL, PHONE, ATM FEES, ETC.)		TOTAL DAILY COSTS
					B	L	D		COST	DESCRIPTION	
M	D	FROM/TO (ENTER CITY NAMES)	KM	\$				\$	\$		\$
08	03	Victoria Vancouver			427.10	✓		13.80			440.90
08	09	Victoria Vancouver			209.00	✓	✓	37.05	30.75		286.80
08	10	Vancouver				✓	✓	49.05	30.75		79.80
08	11	Vancouver				✓	✓	25.80			25.80

**CLAIM TOTAL** 833.30

**CODING**

Client: \_\_\_\_\_ Resp: 70830 Svc Lines: 34620 STOB: 6504 Proj: 7000000

Qualified Receiver Printed Name

Qualified Receiver Signature

Date

Expense Authority Printed Name

UM Parte  
Traveller's Signature

Sep 15/17  
Date

Certified this is a true statement of disbursements made to which I am entitled as a result of travel on government business as detailed above and for which I have not been and will not be reimbursed by any other party.

[Check Flight Status](#)[Manage Flight](#)[Deals & Specials](#)[High Flyer Rewards](#)[My Account](#)

Thank you for choosing Harbour Air Seaplanes, Whistler Air & Saltspring Air, we're excited to welcome you aboard! Please review your flight details below.

If you have any questions regarding your reservation or wish to make any changes, please log into your account at [harbourair.com](http://harbourair.com) or call one of our friendly customer service staff at 604.274.1277 or toll-free 1.800.665.0212.

Would you prefer a guaranteed single window seat? Ask one of our customer service agents about [Select Seating](#) at check in - only \$10.00!

Harbour Air Team

### Customer Information

Account

HAS #

s.22

Name


Maura Parte


### Booking #7882249

Wednesday, August 9, 2017

Invoice s.17

Flight #330/Twin Otter

09:00 Victoria Harbour / Map 

09:30 Vancouver Harbour / Map 

30 minutes

KK- Confirmed

1 Passenger(s) - GoFlex

Maura Parte, Female

[Add to Calendar](#)

All Skeds - Baggage : Checked Baggage Fee	\$0.00
Sked 200 : Carbon Offset	\$0.65
Sked 200 : VHFC Terminal Fee	\$9.86
Sked 200/300 : Standard GO Flex	\$186.64
+ Goods and Services Tax	\$9.85
Billing	\$197.15
Taxes	\$9.85
Grand Total	\$207.00

Flight #219  
Departs 14:30 PM @ Vancouver Harbour  
Arrives 15:05 PM @ Victoria Harbour

Invoice #: s.17

1.00 All Skeds - Baggage : Chec \$0.00 CDN  
1.00 Sked 200 : Carbon Offset \$0.65 CDN  
1.00 Sked 200 : VHFC Terminal \$9.86 CDN  
1.00 Sked 200/300 : Standard \$186.64 CDN

Goods and Services Tax \$19.70 GST

Grand Total \$414.00 CDN

Payment Information:

Visa \$414.00 CDN

Date/Time 8/3/2017 8:03:51 AM  
Location HYWHCS01  
Terminal ID HYWHCC01  
Location Purchase/Telephone  
Card Type VISA  
Card Number s.22  
Card Mount \$414.00  
Authorization 091983  
Trace Number 016001001002  
Response 00-001/APPROVED 091983

CUSTOMER COPY

Free WIFI Password: haguest99

## Harbour Air Seaplanes

Vancouver (604) 274-1277  
Victoria (250) 384-2215  
Nanaimo (250) 714-0004  
Ganges 1-877-537-9880

Toll-free 1-800-665-0212  
Website: www.harbourair.com  
8/3/2017 8:04:10 AM  
GST: 84295 5858 RT0001

CUSTOMER COPY

Booking #7873706

Maura Parte  
Thursday, August 3, 2017  
1 Passenger(s)

Flight #201  
Departs 08:30 AM @ Victoria Harbour  
Arrives 09:05 AM @ Vancouver Harbour

Invoice #: s.17

1.00 All Skeds - Baggage : Chec \$0.00 CDN  
1.00 Sked 200 : Carbon Offset \$0.65 CDN  
1.00 Sked 200 : VHFC Terminal \$9.86 CDN  
1.00 Sked 200/300 : Standard \$186.64 CDN

Maura Parte  
Thursday, August 3, 2017  
1 Passenger

YELLOW CAB  
817 FISGARD STREET V8W1R9  
VICTORIA BC  
21852400  
GH2185240054

\*\*\*\* PURCHASE \*\*\*\*  
08-03-2017 08:01:56

s.22

Trace # 9078  
Inv. # 325  
Auth # 033546 PRN 001772003

s.22

Total \$13.10  
(001) APPROVED-THANK YOU

Retain this copy for your records  
Customer copy

www.yellowcabvictoria.com  
250-381-2222

TRANSACTION RECORD

YELLOW CAB  
817 FISGARD STREET V8W1R9  
VICTORIA BC  
21852400  
GH2185240071

\*\*\*\* PURCHASE \*\*\*\*  
08-09 2017 08:36:40

s.22

Operator: 171  
Trace # 9798  
Inv. # 171  
Auth # 009476 PRN 001740002

s.22

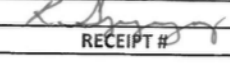
Total \$12.00  
(001) APPROVED-THANK YOU

Retain this copy for your records  
Customer copy

www.yellowcabvictoria.com  
250-381-2222

Maura Parte

s.22

DATE GOODS/SERVICES RECEIVED by BC Public Service Agency:	DD-MMM-YEAR 30-09-17	AMOUNT 8,500.00
QUALIFIED RECEIVER NAME:	LINDSEY TUPPER	
QUALIFIED RECEIVER SIGNATURE:		
CONTRACT NUMBER:	C18PSA049	
TYPE OF GOODS OR SERVICE PROVIDED:	CONTRACT FEES/EXPENSES	
Additional Info:		

KYLA SZOZYRY  
**INVOICE**

DATE: SEPTEMBER 30, 2017  
INVOICE #001  
CONTRACT #C18PSA409

I certify pursuant to section 33 of the Financial Administration Act that the amount to be paid is correct, work has been performed, the goods supplied, the services rendered &/or the conditions met. I also confirm & certify that a thorough investigation has been carried out to ensure no previous payment has been made and this invoice has not been previously passed for payment.

**BILL TO:**  
Chrissy Oliver  
Lead, Executive Initiatives  
BC Public Service Agency  
4<sup>th</sup> Floor, 810 Blanshard St.  
Victoria, BC V8Z 2H2  
Phone 250-356-8385

DATE	DESCRIPTION	RATE	TOTAL
September 1-30, 2017	Screened and shortlisted applicants Conducted interviews and reference checks Notified successful and unsuccessful candidates On boarded new employees Oriented new employees	\$8,500	\$8,500
TOTAL DUE			\$8,500.00

GST – The contractor is not registered to charge GST.

CONTRACTOR'S SIGNATURE

DATE



