

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

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

Contractor Information

Supplier Name: _____
Supplier No.: _____
Telephone No.: _____
E-mail Address: _____
Website: _____

Financial Information

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

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SCHEDULE A – SERVICES

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

SCHEDULE B – FEES AND EXPENSES

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

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the ____day of _____, 20__.

BETWEEN:

@LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF CONTRACTOR (the "Contractor") with the following specified address and fax number:

@ADDRESS

@POSTAL CODE

@FAX NUMBER

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by _____ *[Identify the responsible minister, public officer or organizational unit for entering into the contract on behalf of the Province. For example, "the Minister of Finance", "the Premier", "the Information and Privacy Commissioner", the "Financial Institutions Commission", etc. It is customary and preferable to refer to the responsible minister unless the contract relates to matters which are independent from any minister (such as contracts entered into by officers of the Legislature). Occasionally, contracts are entered into which are the responsibility of more than one minister, in which case more than one minister may be referenced. Legal advice should be obtained if the contract writer is unclear on who should be named as the Province's representative. Delete this instruction after completing the description of the Province]* (the "Province") with the following specified address and fax number:

@ADDRESS

@POSTAL CODE

@FAX NUMBER

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of “record”

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

2 SERVICES

Provision of services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

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

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

Statements of accounts

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

Withholding of amounts

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

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

3.8 The Contractor must:

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

4 REPRESENTATIONS AND WARRANTIES

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

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

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

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

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

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

Rights in relation to Incorporated Material

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

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

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

Insurance

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

Workers compensation

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

Personal optional protection

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

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

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

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

Province's options on default

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

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

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

Location of arbitration or mediation

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

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

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

Change of address or fax number

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

Assignment

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

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

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

Schedules

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

Independent contractor

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

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

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

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

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

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

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

Tax Verification

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

Governing law

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

14 INTERPRETATION

14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____ Signature(s)</p> <p>_____ Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Print Title</p>
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Schedule A – Services

[Instructions are red and italicized. All bracketed instructions must be deleted prior to use of Schedules. Leave in black font. Examples of contract language are “quoted,” remove quotation marks prior to use.]

[A form of Schedule A must always be attached to the General Service Agreement.]

PART 1. TERM:

1. Subject to section 2 of this Part 1, *[delete if no extension option to be provided for in 2]* The term of this Agreement commences on _____ and ends on _____.
2. *[Specify any option to extend the term here or delete.]*

PART 2. SERVICES:

[Include a detailed description of all aspects of the services, using the following sub-headings, as applicable. Use as much space as required.]

Outputs

[Deliverables or the services purchased. Includes a delivery schedule, formats, quantity and specific or technical requirements. Use mandatory language: “The Contractor must...”]

Inputs

[Resource commitments that produce the outputs. Includes staff qualifications and time, materials, equipment, facilities, volunteer time. Extract inputs from the proposal, a statement of work or as negotiated. Use mandatory language: “The Contractor must...”]

Outcomes

[Expected results flowing from the contracted services. Do not list inputs, outputs or other mandatory contract requirements or deliverables in this section as the Contractor is not warranting that “outcomes” will be achieved]

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:

[Insert a list of outcomes here or insert “See attached Outcomes” here and attach list of outcomes in separate document labeled “Outcomes” attached at the end of this Schedule.]

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

Reporting requirements

[Report formats, instructions, and frequency. Reports must include delivery dates and quantities of the outputs.]

PART 3. RELATED DOCUMENTATION:

[Add to the Agreement various scope-of-work documentation that is intended by the parties to be contractual. If no additional documentation is to be included state “Not applicable” under section 1. and move on to Part 4.]

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

[If physically attaching documentation use the following section 2.]

2. The following are Appendices to this Schedule A:

Appendix 1 – Engagement Letter

ATTACHED: NOT APPLICABLE

Appendix 2 – Solicitation document excerpt

ATTACHED: NOT APPLICABLE

Appendix 3 – Proposal excerpt

ATTACHED: NOT APPLICABLE

Appendix 4 – [specify]

ATTACHED: NOT APPLICABLE

[If incorporating documents by reference use the following section 2.]

2. The following documentation is incorporated by reference into this Schedule A:

[insert detailed description of relevant documentation and specify those pages or sections to be incorporated]

PART 4. KEY PERSONNEL:

[If no Key Personnel state "not applicable" but if Key Personnel provision is desired as referenced in section 13.12, include the following section 1.]

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

(a)

(b)

(c)

Schedule B – Fees and Expenses

[A customized form of Schedule B is always attached to the GSA.]

1. MAXIMUM AMOUNT PAYABLE:

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

2. FEES: *[Choose one or a combination of the following and delete the rest.]*

Daily Rate

Fees: at a rate of \$____ per day (based on a day of ____ hours) for those days during the Term when the Contractor provides the Services. If the Contractor provides the Services for less than the required hours on any day, then fees for that day will be reduced proportionally.

Hourly Rate

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

Rate per Unit/Deliverable

Fees: at a rate of \$____ for each [unit/deliverable] provided by the Contractor as Services during the Term up to ____ [units/deliverables].

Flat Rate

Fees: \$__ for performing the Services during the Term.

3. EXPENSES:

Expenses: *[If the Contractor is not to be paid for any expenses, delete paragraphs (a) to (c) below and insert "None."]*

- a. travel, accommodation and meal expenses for travel greater than _____ *[insert "32 kilometers" or other agreed distance]* away from _____ *[insert place in which Contractor is located or other agreed location]* on the same basis as the Province pays its _____ *[insert "Group I" or "Group II" or ? to complete this paragraph]* employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. *[Describe here if any other type of expense to be permitted.]*

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

4. STATEMENTS OF ACCOUNT:

[If daily, hourly or unit rate use the following section 4.]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for *[insert description of billing period here- see examples below]* (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

[Examples of billing period descriptions: "a period from and including the 1st day of a month to and including the last day of that month" OR "a period from and including the 15th day of a month to and including the 14th day of the next month."]

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of
[Choose one of the following:
For Daily Rate situations
- "all hours worked on each day during the Billing Period";
For Hourly Rate situations
- "all hours worked during the Billing Period";
For Rate per Unit/Deliverable situations
- "all (units/deliverables) provided during the Billing Period"]
for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

[If flat rate, use the following section 4.]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;

- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

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

Schedule C – Approved Subcontractor(s)

[Approving subcontractors using Schedule C is optional.]

If the Province is willing to approve certain named subcontractors at the time of entering into the Agreement, the approved subcontractors can be listed here.

If not, then insert "Not applicable." under the "Schedule C – Approved Subcontractor(s)" heading above.

All bracketed instructions must be deleted.]

Schedule D – Insurance

[Schedule D must be used without modification (except for inserting or deleting the information contemplated by the instructions below) unless Risk Management Branch has been consulted concerning the modification. All bracketed instructions must be deleted.]

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - (b) *[To determine which, if any, additional types of insurance should be included in this section 1(b) contact your Ministry's procurement specialist or Risk Management Branch. Then insert requirements for other types of insurance determined to be applicable. Sample clauses for additional types of insurance are set out at:*

<http://gwww.fin.gov.bc.ca/gws/pt/rmb/coiover.stm>

OR contact Risk Management Branch for customized language. If requiring additional insurance in this paragraph (b), replace "." at the end of paragraph (a) and substitute "; and". If not requiring additional insurance, delete "(b)".]

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

[This Schedule E must be used without modification subject to the following:

- *Schedule E is not required to be used at all if the Agreement does not involve "personal information" (as defined in the Freedom of Information and Protection of Privacy Act) or, if it does involve personal information, the Province will not own or control that personal information. In those situations, all of Schedule E can be deleted and replaced with the words "Not applicable" under the "Schedule E – Privacy Protection Schedule" heading above.*
- *An alternative version of Schedule E may only be used if authorized by the Privacy, Compliance and Training Branch, under the circumstances described at:
http://www.cio.gov.bc.ca/cio/priv_leg/foippa/contracting/ppsindex.page?*

All bracketed instructions must be deleted.]

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

[Adding additional terms using Schedule F is optional.

If additional terms are to be included in the Agreement, they must first be drafted or reviewed by Ministry legal counsel and then can be listed here.

If not, then insert “Not applicable.” under the “Schedule F – Additional Terms” heading above.

All bracketed instructions must be deleted.]

Schedule G – Security Schedule

[This Schedule G must be used if the Contractor will be required under this Agreement to either

- (1) treat any information as confidential; or*
- (2) preserve the integrity or availability of any record.*

For greater certainty, Schedule G must be used if the Privacy Protection Schedule is required.

Schedule G must be used without modification unless Ministry legal counsel drafts or advises on the modification. In addition, the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch) must approve any modification proposing:

- (1) alternate security requirements (which must be warranted and not introduce indefensible information security risk); or*
- (2) additional obligations (for example, enhanced security screening, or for particularly sensitive personal information) to be attached as Appendix G1.*

For guidance related to Schedule G, please contact the OCIO at OCIOSecurity@gov.bc.ca.

All bracketed instructions must be deleted.]

Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and
 - (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;

- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **“Tenancy”** means those components of the Systems that:
 - (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province’s tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **“Tenancy Security Event Logs”** means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

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

PERSONNEL

Confidentiality agreements

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

Personnel security screening

- 4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:
 - (a) verifying their identity and relevant education, professional qualifications and employment history;
 - (b) completing a criminal record check that is updated at least every five years;

- (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
- (d) performing any additional screening this Agreement or applicable law may require; and
- (e) performing any additional background checks the Contractor considers appropriate,

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

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

Personnel information security training

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

Security contact

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

Supply chain

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

GENERAL POLICIES AND PRACTICES

Information security policy

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

Compliance and Standard for Security Controls

- 11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:
 - (a) "Information Security Policy";

- (b) government wide IM/IT Standards; and
- (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

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

Change control and management

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

Backups and restores

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

Business continuity plan and disaster recovery plan

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

Security Incident Response and Management

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

PROTECTED INFORMATION AND DATA SECURITY

Encryption

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

- (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

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

Encryption standard

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

Isolation controls and logical isolation of data

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

ACCESS AND AUTHENTICATION

User Identifiers

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

Access

- 23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
- 24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
- 25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
- 26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.
- 27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
- 28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.

29. The Contractor must ensure that all Systems and Devices:
- (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

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

Highly sensitive Protected Information

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

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
 - (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:
 - (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;

- (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
- (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
- (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

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

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

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

Separation of production from test environments

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

Systems (including servers) hardening

47. The Contractor must:

- (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
- (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
- (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
- (d) ensure that default passwords and shared accounts are not used for any Systems; and
- (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

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

48. The Contractor must:

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

Application firewall

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

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

Management network

50. The Contractor must ensure that for any Systems:

- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;
- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and

- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

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

Database security

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

Device security and antivirus scanning

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

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

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

Patching

- 56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
- 57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.

58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

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

Antivirus and malware scanning

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

DISPOSALS

Asset disposal

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

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.

65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
- (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

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

E-discovery and legal holds

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

Incidents

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

- (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:

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

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

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

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

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

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

Notification of changes

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

Compliance verification

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

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

78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

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

MISCELLANEOUS

Interpretation

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

Referenced documents

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

Survival

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

Schedule G – Appendix G1 – Additional Security Obligations

If additional security obligations are to be added using Appendix G1, they must be drafted or advised on by Ministry legal counsel, and approved by the Ministry Information Security Officer (or, if the Services are for shared services, the OCIO Information Security Branch), in accordance with the Schedule G instructions.

If no additional security obligations are to be added, then delete this Appendix G1.

All bracketed instructions must be deleted.]

Schedule H – Tax Verification Schedule

[Schedule H must be attached to the Agreement unless one or more of the following applies:

- the value of the Agreement (including but not limited to all anticipated fees and expenses) is less than \$100,000, including any options to extend or renew;
- the Agreement is being entered into in response to an unforeseen emergency;
- the Agreement is being directly awarded on the basis that the Contractor is the only one vendor qualified to provide the goods, services or construction.

No modifications may be made to the definition of ‘Tax Verification Letter’ in this Schedule without the authorization of the Income Taxation Branch, Revenue Division of the Ministry of Finance. The Ministry of Finance authorizes other modifications to be made to this Schedule if appropriate for the applicable contract, but only if the Province’s legal counsel has drafted or advised on the modifications.

If not required, all of Schedule H can be deleted and “**Not applicable**” inserted under the heading above.

Contact the Income Taxation Branch, Revenue Division, Ministry of Finance for additional guidance on the tax verification requirement.

All bracketed instructions in red must be deleted.]

1. In this Schedule:
 - a) “**Tax Verification Letter**” means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) “**Valid**” means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.



MINISTRY OF FINANCE
Gaming Policy and Enforcement Branch
Request for Qualifications
for
Responsible and Problem Gambling Program
Clinical Counsellor

Request for Qualifications No.: CP-05-17

Issue date: May 10, 2017

Closing location:

MAIL ONLY:	COURIER/BY HAND:	ELECTRONIC COPIES:
Gaming Policy and Enforcement Branch PO Box 9311 Stn Prov Govt Victoria BC V8W 9N1 Attention: Kim Dunn	Gaming Policy and Enforcement Branch 3rd Fl, 910 Government St Victoria BC V8W 1X3 Attention: Kim Dunn	Email to: Kim.Dunn@gov.bc.ca Subject line: RFQ CP-05-17 Clinical Service Provider

Closing date and time:

One (1) complete copy in MS Word or PDF format of each Response must be received before 4:00 PM Pacific Time on **June 30, 2017** at the above email, mailing address or location.

Contact person:

Kim Dunn, Manager
Phone: (250) 953-3177
Email: Kim.Dunn@gov.bc.ca

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List of Appendices

APPENDIX A	RESPONSE COVERING LETTER
APPENDIX B	RESPONDENT/CONSULTANT QUALIFICATION SUMMARY

1. Overview of the Requirement

The Ministry of Finance, through its Gaming Policy and Enforcement Branch (“the Branch”), is the lead co-ordinating ministry for gaming, responsible gambling and problem gambling policies and programs.

Problem gambling clinical treatment services are an integral part of the British Columbia Responsible & Problem Gambling Program (“the Program”), and a cornerstone of the Province’s Responsible Gambling Strategy. Introduced in 2003, the Strategy has three goals: to reduce the incidence of problem gambling, to reduce the harmful impacts of excessive gambling and to ensure the delivery of gambling in a manner that encourages responsible gambling and healthy choices. Clinical services support goal one and two of the Strategy.

The Program supports and delivers a comprehensive problem gambling immediate response network and clinical treatment continuum. A government-funded toll-free 24 hour Problem Gambling Help Line provides crisis support and information, as well as referrals to free professional clinical counselling available anywhere in the province. Counselling services include individual, family, couple, and group sessions (in person or over the telephone), as well as an intensive day treatment program.

For more information, visit the Program’s website: www.bcreponsiblegambling.ca.

The Branch is seeking applications for all regions of the province. However the purpose of this Request for Qualifications is to qualify individuals for **Problem Gambling Clinical Counselling Services** in the following Service Area:

- **Victoria**
- **Fort St. John**
- **Cranbrook**
- **Kamloops**
- **Abbotsford**

Based on the review of the RFQ Responses the Province intends to establish a List of Qualified Suppliers who, on an “as, if and when requested” basis, may be contracted directly, or asked to compete, to enter into a Contract(s) for provision of the services described in section 4.

2. Request for Qualifications Definitions

Throughout this Request for Qualifications, the following definitions will be used:

- a) “BC Bid” means the electronic tendering service maintained by the Province;

- b) “BC Bid Website” means the website maintained by BC Bid at www.bcbid.ca, or any replacement website;
- c) “Contract” means a written contract executed by the Province and a Qualified Supplier;
- d) “Consultant” means a person nominated by a Respondent to be qualified in one or more Service Area;
- e) “List of Qualified Suppliers” or “List” means a list of names of Qualified Suppliers, and in the case where the Qualified Supplier is a company, includes the names of their Consultants, who possess the qualifications described in this RFQ and that have satisfied any conditions set by the Province for being added to and staying on that list;
- f) “Must,” or “mandatory” means a requirement that must be met in order for a Response to receive consideration;
- g) “Province” means Her Majesty the Queen in Right of the Province of British Columbia and includes the Ministry of Finance;
- h) “Qualified Supplier” means a Respondent who is either an individual Consultant, or who is a company having one or more Consultants, possessing the qualifications in a Service Area described in this RFQ that has satisfied any conditions set by the Province for being added to, and staying on, the List of Qualified Suppliers in that Service Area;
- i) “Respondent” means an individual or a company that submits, or intends to submit, a Response;
- j) “Response” means a statement of qualifications for a Consultant submitted in reply to this RFQ;
- k) “RFQ” or “Request for Qualifications” means the process described in this document;
- l) “Service Area” means a category of service described in this RFQ in respect of which a List will be established; and
- m) “Should” or “desirable” means a requirement having a significant degree of importance to the objectives of this RFQ.

3. Request for Qualifications

3.1 Enquiries

All enquiries related to this RFQ are to be directed, in writing, to the contact person at the email address on the front cover of this RFQ. Information obtained from any other source is not official and should not be relied upon. Do not contact the Ministry/agency involved unless indicated as the contact person. Enquiries and answers will be recorded and distributed to all Respondents at the Province’s option.

3.2 Closing Date

One (1) complete copy in MS Word or PDF format of each Response must be received before 4:00 PM, Pacific Time, on **June 30, 2017** at the address on the front cover of this RFQ. Responses must not be sent by facsimile. Mailed or couriered Responses and their envelopes should be clearly marked with the name and address of the Respondent, the RFQ number, and the project or program title.

Responses received after the date set out on the front cover of this RFQ will be dealt with under section 5.1.11.

3.3 Qualifications Review Committee

Review of Responses will be by a committee formed by the Province and may include employees and contractors of the Province.

3.4 Review and Selection

The qualifications review committee will check Responses against the mandatory criteria. Responses not meeting all mandatory criteria will be rejected without further consideration. Responses that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria (Section 6.2). Responses not meeting a minimum score (if specified) in a category will not be further considered. The names of successful Respondents will be added to the Province's List of Qualified Suppliers.

3.5 Signed Responses

The Response must include a completed cover letter substantially similar to the cover letter set out in Appendix A and the cover letter must be signed by a person authorized to sign on behalf of the Respondent.

3.6 Changes to Response Wording

The Respondent will not change the wording of its Response after the closing date and time specified on the front cover of this RFQ, and no words or comments will be added to the Response unless requested by the Province for purposes of clarification.

3.7 Respondent's Expenses

Respondents are solely responsible for their own expenses in preparing a Response and for subsequent negotiations (including interviews) with the Province, if any. The Province will not be liable to any Respondent for any claims, whether for costs or damages incurred by the Respondent in preparing the Response, loss of anticipated profit in connection with any decision or final Contract, or any other matter whatsoever.

3.8 Acceptance of Responses

This RFQ is not an agreement to purchase services. The Province is not bound to enter into a Contract with any Qualified Supplier. Responses will be assessed in light of the qualification review criteria. The Province will be under no obligation to receive further information, whether written or oral, from any Respondent.

3.9 Definition of Contract

Notice in writing to a Respondent that it has been identified as a Qualified Supplier will neither constitute a Contract nor give the Respondent any legal or equitable rights or privileges relative to the service requirements set out in this RFQ. Only if a Qualified

Supplier and the Province enter into a subsequent full written Contract will a Respondent acquire any legal or equitable rights or privileges.

3.10 List of Qualified Suppliers Not Binding

A Qualified Supplier may withdraw its name from the List of Qualified Suppliers by notifying the Province in writing. The Province may withdraw a name of a Qualified Supplier from the List of Qualified Suppliers by notifying that Qualified Supplier in writing.

3.11 Modification of Terms

The Province reserves the right to modify the terms of this RFQ at any time in its sole discretion. This includes the right to cancel this RFQ or the List of Qualified Suppliers at any time without entering into a Contract.

3.12 Ownership of Responses

All documents, including Responses, submitted to the Province become the property of the Province. They will be received and held in confidence by the Province, subject to the provisions of the Freedom of Information and Protection of Privacy Act.

3.13 Confidentiality of Information

Information pertaining to the Province obtained by the Respondent as a result of participation in this RFQ is confidential and must not be disclosed without written authorization from the Province.

3.14 Collection and Use of Personal Information

Respondent are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFQ requires Respondents to provide the Province with personal information of employees who have been included as resources in response to this RFQ, Respondents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Province. Such written consents are to specify that the personal information may be forwarded to the Province for the purposes of responding to this RFQ and use by the Province for the purposes set out in the RFQ. The Province may, at any time, request the original consents or copies of the original consents from Respondents, and upon such request being made, Respondents will immediately supply such originals or copies to the Province.

3.15 Additional Information on the RFQ

All subsequent information regarding this RFQ, including changes made to this document, will be posted on the BC Bid Website. It is the sole responsibility of the Respondent to check for amendments and additional information on the BC Bid Website.

3.16 Debriefing

The Ministry will offer a debriefing to Respondents who did not make the List of Qualified Suppliers, on request, at a mutually agreeable time.

3.17 Form of Contract

Any Contract with a Qualified Supplier will be substantially similar to the terms and conditions of the Province's General Service Agreement, a copy of which is available on the Internet at: <http://www2.gov.bc.ca/gov/content/governments/services-for-government/bc-bid-resources/templates-and-tools/service-contract-templates>.

4. Services

4.1 Service Areas

The following sub-section(s) list the Service Areas and details of the types of services that the Province may require from Qualified Suppliers.

4.2 Clinical Counsellor

Clinical Counsellors will be required to deliver clinical counselling services related to gambling addiction, to B.C. residents.

4.3 Pricing (Contract Fees)

Fees for the services described in Section 6.2 will be \$100.00 per **service unit** on a fee-for-service basis based on an hourly rate of approximately \$67.00 per hour. Full and part-time Contracts will be delivered to a maximum of 1200 service units per annum, plus expenses. Contract size is determined by the Province. A full guideline of rates and expenses for contract deliverable activities will be included in the Contract. Full payment of monthly fees will be contingent on demonstrated delivery of the Contract requirements/deliverables.

Expenses will be invoiced as per Core Policies and Procedures Manual (CPPM) regulations and are set according to area and contract size. All fees and expenses will also be subject to verification and audit by the Ministry or Ministry-designated personnel.

4.4 Security Clearance

The Province will require security clearance, in the form of a Vulnerable Sector Check, from the Respondent/Consultant before entering into a contract. The Branch will advise successful Consultants after the selection process as to the procedure for conducting the Vulnerable Sector Check.

4.5 Location and Facilities

The Province is seeking applications from all regions of B.C. Current specific interest is for One (1) Contract position covering the following area(s):

- **Victoria**
- **Fort St. John**
- **Cranbrook**
- **Kamloops**
- **Abbotsford**

The contract requires Respondents/Consultants to work at their own work location central to the service region. Secondary work locations may also be required when the service region includes numerous distant communities.

Consultants must be able to be contacted by telephone, cellular phone, fax and email. Consultants must have access to and ability with standard office automation tools (i.e., email, web conferencing, MS Word, MS Excel and MS PowerPoint).

5. Use of List

5.1 Guidelines

The guidelines set out in this Section 5 regarding the use of the List of Qualified Suppliers are subject to change from time to time as the Province may deem necessary, without notice to the Respondent/Consultant(s) or firms on the List.

- 5.1.1 The List of Qualified Suppliers will be in effect until **June 30, 2019**.
- 5.1.2 The Province may, in its sole discretion, from time to time, use the List of Qualified Suppliers in connection with projects or assignments. The criteria for selecting Qualified Suppliers for each project or task will vary, depending upon the requirements of the applicable project or task and could involve requiring a Consultant to have a certain demonstrated experience and proficiency level in one or more Service Areas depending on the specific requirements of the project or assignment.
- 5.1.3 Any Contracts entered into with a Qualified Supplier will be:
 - a) between the Province and the Qualified Supplier.
 - b) between the Province and a company and specifying the individual Consultant(s) to be engaged where the Qualified Supplier is a Respondent company.
- 5.1.4 The Province reserves the right, in its sole discretion, to renew any contracts entered into with a Qualified Supplier for one (1) year term with the option to renew four (4) times, subject to change as determined by the Province.
- 5.1.5 Qualified Suppliers may be contracted on an "as, if and when requested" basis and may be contracted directly or asked to compete on opportunities for the provision of services in accordance with the selection method set out in paragraph 5.1.6 or as revised by the Province and communicated to all Qualified Suppliers from time to time. If a Qualified Supplier's requested Consultant is unavailable for a contemplated project or assignment,

the Qualified Supplier may propose a substitute resource to the Province for evaluation and consideration.

5.1.6 The Province may select a Qualified Supplier from the List using one or more of the following selection methods:

- a) If the estimated Contract value is less than \$25,000 the Province may directly invite a Qualified Supplier to provide a quotation based on Consultant availability and on specified requirements (e.g., deliverables, milestones, term etc.) of the project or assignment with the intent to enter into Contract negotiations with that Qualified Supplier;
- b) If the estimated Contract value is \$25,000 or more and less than \$75,000, the Province may directly invite a Qualified Supplier to provide a quotation based on Consultant availability and on specified requirements (e.g., deliverables, milestones, term, etc.) of the project or assignment with the intent to enter into Contract negotiations with that Qualified Supplier if it can be verified by the Province that only one Qualified Supplier has a Consultant that:
 - i. is available to undertake the project or assignment; or,
 - ii. has the necessary qualifications to carry out the project or assignment based on the Province's specific assessment of the Consultant qualifications.
- c) If the estimated Contract value is \$25,000 or more and less than \$75,000, and more than one Qualified Supplier has a Consultant available who has the necessary qualifications to carry out the project or assignment based on the Province's specific assessment of the Consultant qualifications, the Province may, in its sole discretion, use a competitive or other selection process between a minimum of three (if available) such Qualified Suppliers that evaluates each Qualified Supplier's available Consultants, proposed approach, pricing, or other elements required for the project or assignment. The Province may in its sole discretion consider other Qualified Suppliers' available Consultants that, in the Province's sole opinion, meet the Province's qualification criteria for the project or assignment (e.g., specialization, experience level, etc.).
- d) If the estimated Contract value is \$75,000 or more, and more than one Qualified Supplier has a Consultant available who has the necessary qualifications to carry out the project or assignment based on the Province's specific assessment of the Consultant qualifications, the Province will invite all such Qualified Suppliers to compete for the project or assignment.
- e) Notwithstanding subparagraphs a), b), c), and d), the Province may directly negotiate a contract with a Qualified Supplier where one of the following exceptional conditions applies:
 - i. only one available Consultant is qualified to provide the services;
 - ii. an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process;

- iii. a competitive process would interfere with the Province's ability to maintain security or order or to protect human, animal or plant life or health; or
 - iv. 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.
- 5.1.7 Qualified Suppliers will immediately, during the period that the List is in effect, advise the Province of any material changes to the information contained in their Response.
- 5.18 The Province has the sole discretion to remove a Qualified Supplier from the List of Qualified Suppliers for unsatisfactory performance by a Qualified Supplier in a Contract or for failing to meet the requirements for staying on the List of Qualified Suppliers as set out in this RFQ or as may be communicated by the Province from time to time.
- 5.19 The Province has no obligation to:
 - a) Inquire as to the availability of a substitute Consultant when advised by a Qualified Supplier that the Consultant named on the List is not available for a particular project;
 - b) Evaluate or accept any substitute Consultant proposed by a Qualified Supplier;
 - c) Enter into a Contract with any one or more Qualified Suppliers; or
 - d) Invite any one or more Qualified Suppliers to participate in competitive processes for a Contract.
- 5.1.10 The Province reserves the right, in its sole discretion, to:
 - a) Employ open competitions that include suppliers external to the List of Qualified Suppliers;
 - b) Otherwise engage suppliers external to the List of Qualified Suppliers in connection with any project required by the Province; and
 - c) At any time, cancel, extend, expand or make a call to the market-place to renew the List of Qualified Suppliers.
- 5.1.11 The Province may, in its sole discretion, consider subsequent requests for inclusion on the List of Qualified Suppliers after **July 28, 2017** and during the term of the List. Any such requests will be subject to those Respondents submitting their qualification information for review in the same manner as originally outlined in this RFQ. There is no assurance that the Province will require any future additions to the List or will accept any requests for inclusion.

6. Qualifications Review Criteria

6.1 Mandatory Criteria

The following are mandatory requirements. Responses not clearly demonstrating that they meet them will receive no further consideration during the evaluation process.

Mandatory Criteria	
a)	The Response must be received at the closing location by the specified closing date and time.
b)	The Response must be in English and may be sent by mail, courier, or email. For emailed Responses, a reply email confirming receipt may be sent by the contact person identified in the RFQ but, it is the sole responsibility of the Respondent to confirm their emailed Response has been received by the contact person identified in the RFQ, by the closing date and time.
c)	The Response must include a form in substantially the same format as Appendix A of this application, for each Respondent/Consultant to be considered.
d)	The Response must include a form in substantially the same format as Appendix B of this application, answering to Section 6.2, items a. – k, and l. – o. if applicable, individually, by letter, in alphabetical order, for each Respondent/Consultant to be considered.
e)	<p>The Respondent/Consultant must have a Masters Degree in counselling from an accredited university.</p> <p>Supporting documents including relevant transcripts, proof of completion, or current enrolment and anticipated completion must be included in the Response; sealed transcripts may be required prior to contracting.</p>
f)	<p>The Respondent/Consultant must demonstrate she/he has at least 2700 hours (3 years full time) of experience delivering supervised clinical counselling services related to addiction and mental health issues.</p> <p>Must have experience in assessment (DSM IV-TR psycho-metrics as required for addictions and mental health assessment) and treatment, group and individual counselling as well as facilitating psycho-education. Preference may be given to those with gambling addition counselling experience.</p>
g)	The Consultant must be registered with one of the following professional associations: CCPA (formerly CCA), BCACC, or hold designation of RCSW and be

<p>registered with a professional association of Social Workers.</p> <p>Proof of registration/membership and proof of current professional general liability insurance must be included in the Response.</p>
<p>h) The Response must include a resume (maximum three pages) containing information on the Respondent's/Consultant's education, experience and three professional references.</p>

<p>Please note: Successful proponents (Qualified Suppliers) will be required to supply the following, in order to contract with the Province:</p>
<p>a) The Qualified Supplier will demonstrate successful completion of, or the intention to complete at the first available opportunity, Introduction to Responsible and Problem Gambling: Identification, Treatment and Prevention course delivered by the Responsible & Problem Gambling Program, or equivalent training.</p> <p>Proof of completion, or written intent to complete, will be required.</p>
<p>b) The Qualified Supplier must have access to a vehicle appropriate to the region's terrain and in good working order, with valid vehicle insurance.</p> <p>A copy of B.C. Driver's License and vehicle insurance will be required.</p>

6.2 Desirable and Optional Criteria

Responses meeting the mandatory criteria will be further assessed against the desirable and optional criteria. A Respondent not reaching the minimum score between desirable and optional criteria will receive no further consideration during the qualification review.

The following provides details of the types of skills the Province will require from Qualified Suppliers in order to deliver the Services discussed:

- Deliver effective treatment by monitoring client outcomes;
- Achieve client outcomes efficiently within existing program resources;
- Provide comprehensive case management by collaborating with local community resources;
- Engage people effectively in harm reduction;
- Proficient with mobile technology, Microsoft Office software, web-based applications, and web conferencing;
- Work independently as a self-employed contractor within a team context.

The Consultant requires comprehensive skills to provide counselling services to people negatively impacted by gambling, and to affected others. Respondents will demonstrate their qualifications with respect to each item listed below.

Please list and answer each item separately in alphabetical order, (see Appendix B), in complete sentences, providing references where appropriate.

- a) Describe your experience monitoring client outcomes and quality of care.
- b) Describe how you identify cases at risk for poor outcomes and what you do to ensure best outcomes.
- c) Describe your experience delivering comprehensive case management in collaboration with existing local community resources.
- d) Describe your experience working effectively with cultural differences.
- e) Describe your knowledge of problem gambling, including: current statistics, unique issues experienced by a problem gambler and affected others, groups and resources available in B.C. for people experiencing a problem with gambling, and legislation affecting gambling in B.C.
- f) Describe your experience with harm reduction in assessment and treatment.
- g) Describe your experience with motivational interviewing in assessment and treatment.
- h) Using anonymous case studies, briefly describe your work with:
 - (1) a client whose outcomes were good, and
 - (2) a client whose outcomes were poor

Use case examples involving problematic gambling where possible.

- i) Describe your experience with facilitating group therapy and psycho-educational workshops.
- j) Describe your experience with networking and marketing within your community.
- k) Describe your experience of working within budgets.
- l) Optional: Experience in counselling problem gamblers and affected others.*
- m) Optional: Experience working with Indigenous/Aboriginal communities.*
- n) Optional: Fluency in a second language (ability to offer counselling in a language other than English).*

- o) Optional: Experience using video conferencing, online chat or mobile texting to provide counselling.*

6.4 Scoring Criteria

Desirable and Optional Criteria	Points Available	Minimum score
Demonstrated Service Area Desirable Experience/Qualifications (responses to Section 6.2, items (a. – k.)	100	
Demonstrated Service Area Optional Experience/Qualifications (responses to Section 6.2, items (l. – o.)	20	
TOTAL POINTS AVAILABLE	120	70

6.5 Qualifications Review Stages

Stage 1

Responses will be checked for compliance with the Mandatory Criteria. Responses that do not meet the mandatory requirements will receive no further consideration.

Stage 2

Respondents/Consultants will be assessed on their education, professional/other designations, skills, relevant experience and other qualifications as presented in their submitted Appendix B, resume and other supporting documents. The Province reserves the right to interview Respondents/Consultants when reviewing these criteria for clarification purposes.

Stage 3

Reference checks may be done by the Province during the qualifications review and the term of the List to confirm any submitted information about Respondents/Consultants. The Province reserves the right to contact references other than those provided by the Respondent. If any of the references are unsatisfactory to the Province, the Respondent/Consultant may be excluded or removed from the List of Qualified Suppliers in the Province's sole discretion.

Stage 4

Respondents will be notified of their status on the List of Qualified Suppliers.

7. Response Details

Responses are to be submitted in the following format and sequence to ensure that they receive full consideration during evaluations and that the evaluations themselves may be handled in an efficient and consistent manner. All pages should be consecutively numbered.

The Response covering letter set out in Appendix A;

The Service Area Desirable and Optional Experience/Qualifications list (items a. – k. individually, by letter, in alphabetical order), and if applicable, Optional items l. – o. individually, by letter, in alphabetical order), set out in Appendix B;

A resume demonstrating education requirements are met, including supporting documentation as described in Section 6.1, e & f;

Proof of current professional registration and professional general liability insurance, as described in Section 6.1, g.

APPENDIX A – RESPONSE COVERING LETTER

Letterhead or Respondent's name and address

Date:

MINISTRY OF FINANCE
GAMING POLICY AND ENFORCEMENT BRANCH
RESPONSIBLE AND PROBLEM GAMBLING PROGRAM
PO BOX 9310 STN PROV GOVT
VICTORIA BRITISH COLUMBIA V8W 9N1

Attention: Kim Dunn

Subject: List of Qualified Suppliers, Request for Qualifications No.: CP-05-17 including any amendments or additions (the "Request for Qualifications")

NOTE: amendments and additions will be posted to the BC Bid website at www.bcbid.ca. It is the Respondent's sole responsibility to check for amendments and additional information.

The enclosed Response is submitted in response to the above-referenced Request for Qualifications.

We have carefully read and examined the Request for Qualifications and have conducted such other investigations as were prudent and reasonable in preparing the Response. I am authorized to submit this Response on behalf of myself/my Consultant.

Yours truly,

Signature

Name: _____

Title (if applicable): _____

Telephone Number: _____

Email Address: _____

Legal Name of Respondent: _____

Date: _____

Appendix B – Respondent/Consultant Qualification Summary

Respondent's legal name:			
Consultant's name (if Different):			
Region(s) in B.C. being sought:			
If willing to relocate to other regions in B.C., please specify locations:			
Respondent's primary office address:			
Respondent's/Consultant's contact information:	Phone	Fax	Email
Respondent's/Consultant's degrees, certificates, diplomas or professional designations held or earned	Degree, diploma, certificate or designation	Issuing institution or association	Date conferred or awarded

Respondent's/Consultant's demonstrated service area experience, qualifications, assignments, projects	Skill Areas	Reference(s) if applicable
<i>Provide specific details to clearly demonstrate your expertise in the selected Service Area. For example, indicate the time length of the work, details about its value and impact, your role and accomplishments in the work, etc. Clearly demonstrate knowledge and understanding using examples if appropriate.</i> SEE Section 6.2	<i>Indicate the specific item you are answering (by letter a. – k., individually; and by letter l. – o. if applicable).</i> <i>Respondents are asked not to group letters / Section 6.2 items.</i>	<i>Provide:</i> <i>Relevant Organization / Contact including title, telephone number and/or email address.</i>

Add additional rows to the above table for each subsequent letter item in section 6.2 Services.

From: [Koo, Doung GPEB:EX](#)
To: [Tsang, Diana GPEB:EX](#)
Subject: RE: Require further information on FOI request
Date: Friday, November 26, 2021 4:15:03 PM
Attachments: [ICCE Core Competencies.pdf](#)
[Sample Aggregate Stats for Treatment Effectiveness Analysis.pdf](#)
[MyOutcomes sample treatment trajectory.pdf](#)
[1 GSBC Counselling Orientation Letter Aug 13 2021.pdf](#)

Hi Diana,

Here are the answers requested.

Contract expectations:

Contractors are expected to use Feedback Informed Treatment (FIT) in providing counselling to clients consistent with the International Centre for Clinical Excellence (ICCE) Core Competencies manual. See ICCE Core Competencies pdf.

How contractor's performance is reviewed:

Performance review and quality assurance is not limited to a global performance review that occurs independent of client treatment outcomes, but is done in real time with every client when the contractor can make treatment adjustments to maximize outcomes for each client.

Contractors are supported by approved program Feedback Informed Treatment (FIT) consultants who help them review their treatment effectiveness.

More importantly, from an individual client perspective, contractors are expected to use FIT and MyOutcomes, an online treatment outcome database, to ensure they regularly review the treatment outcome trajectory of every client seen, to ensure they provide the best possible care to each client to achieve the best possible outcomes for that client. (See MyOutcomes sample treatment trajectory pdf).

Contractors are expected to regularly document their attempts to adjust treatment as needed in a secure online database, MyOutcomes, which is reviewed by the Clinical Director.

Contractors regularly consult with FIT consultants who help them review cases identified in MyOutcomes as being at risk for poor or null outcomes, so the contractor can make treatment or service adjustments to ensure best possible client outcomes.

When cases are identified as needing more clinical support, FIT consultants invite the contractor to attend group FIT case consultation sessions which include the Clinical Director.

Contractors' global performance can be based on reviewing their treatment effectiveness with the Clinical Director using their aggregate stat analysis which shows their overall effectiveness with clients they are seeing and have seen, in relation to the program average performance outcomes. Any aggregate metrics identified as falling short of the program average can help indicate clinical skill areas needing improvement, and a training support plan can be implemented to address these skill gaps. (See sample aggregate stats pdf).



| CORE COMPETENCIES | | FOR ICCE CLINICIANS |

ICCE MANUALS ON FEEDBACK-INFORMED TREATMENT (FIT)

Page 067 of 101 to/à Page 073 of 101

Withheld pursuant to/removed as

Copyright

Print Stats

Mouse over terms to see definitions

		Active	Inactive
Average Change	Average Intake ORS *	20.9	19.5
	Effect Size (pre-post effect size) **	0.93	1.25
	Average Intake SRS *	37.4	36.6
Change vs. Session Targets	Relative Session Effect Size **	0.21	0.4
Change vs. Service Targets	Relative Effect Size **	0	0.13
	Percentage of Clients Reaching Target **	76.54	76.22
Sessions	Average Number of Sessions* *	5	6.9
	DNA - Did Not Attend	78	482
	Total Cancelled Sessions	10	84
Time and Treatment	Average Treatment Length *	196.4	167.8
Cases	Number of Treatment Episodes	166	1330
Discharged	Planned Termination	-	848
	Unplanned Termination	-	297
	Patient dropped out of treatment	-	29
	Referred to another agency	-	4
	Referred to another service	-	2
	Dropped Out - Off Track	-	38
	Transferred to PG provider - Off Track	-	3
	One Time Session - Planned Ending	-	27
		-	3
		-	1
		-	1
		-	77

* Does not includes cases with 0 sessions

** Does not includes cases with 1 or fewer sessions

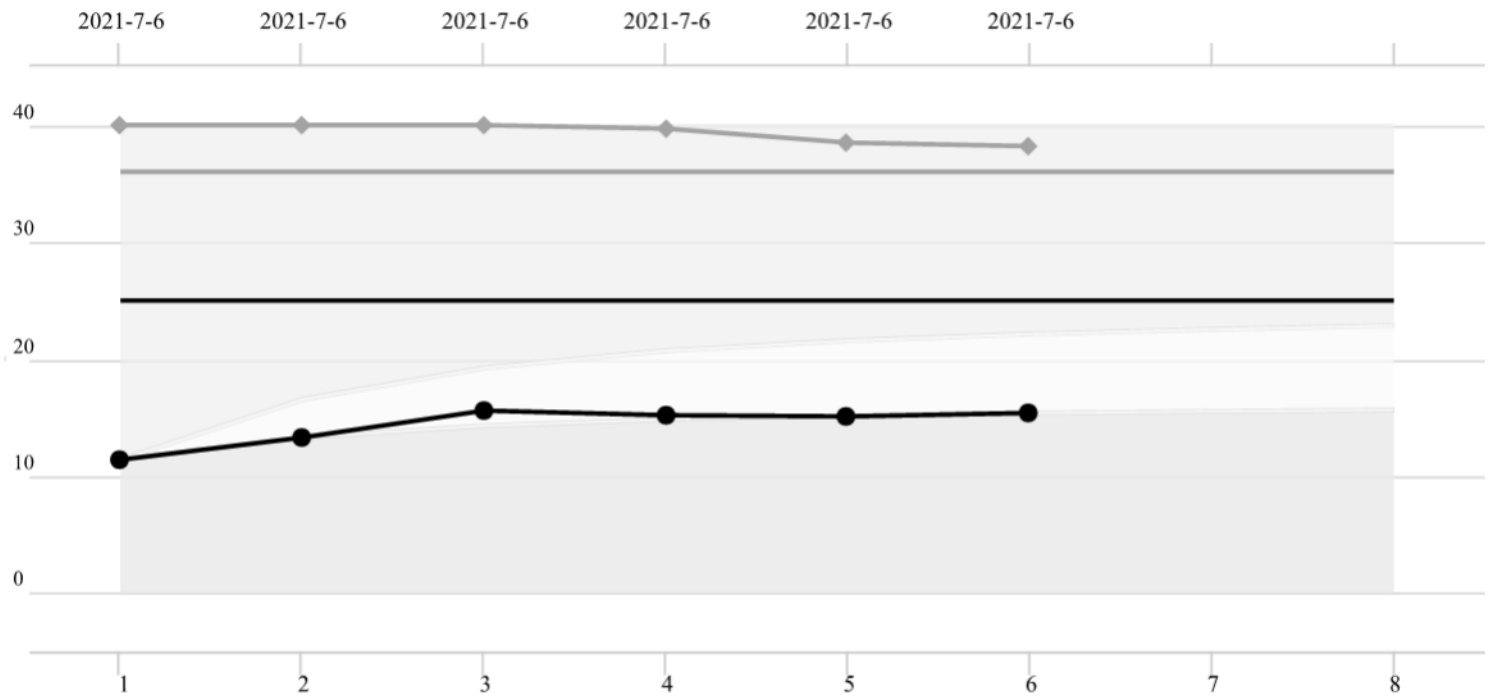
Client Progress Report: TB14684 at risk6


Current Date: 11/27/2021

Episode: 1


Last Session #: 6

Client Status Report (CSR)



Most Recent ORS Signal	
	At Risk

Measure	Score
Individually	3.8 out of 10
Interpersonally	3.6 out of 10
Socially	4.4 out of 10
Overall	3.6 out of 10
Total ORS	15.4 out of 40

Most Recent SRS Signal	
	On Track

Measure	Score
Relationship	9.6 out of 10
Goals and Topics	9.5 out of 10
Approach or Method	9.5 out of 10
Overall	9.6 out of 10
Total SRS	38.2 out of 40

Section	Item	Value
Status	Activation Status	Active
	Intake Date	2021-07-06
Overall Change	Intake ORS	11.4
	Last ORS	15.4
	Raw Change	4
	Pre-Post Effect Size (ES)	0.5
Change vs. Session Targets	Session Target ORS	22.1
	Change Index	-7.5
	Relative Session Effect Size	-0.9
Change vs Service Targets	Service Target ORS	22.9
	Change Index	-6.7
	Relative Effect Size (Service)	-0.8

Term	Description
Activation Status	Shows whether this client is active or inactive.
Intake Date (YYYY-MM-DD)	The Date of the first Outcome Rating Scale (ORS) score.
Overall Change	This section provides a snapshot of how things are going for this client.
Intake ORS	First Outcome Rating Scale (ORS) score. Average ORS intake score is typically between 18 and 20 in outpatient mental health settings. Intake scores of mandated clients are higher and often over the clinical cutoff, but that's okay and the ETR corrects for this so that valid comparisons can be made.
Last ORS	The last Outcome Rating Scale (ORS) score recorded for this client.
Raw Change	The difference between the first and last Outcome Rating Scale (ORS) scores.
Pre-Post Effect Size (ES)	The effect size (ES) tells us how well the client is doing compared to a baseline of no improvement. An ES of 1 means that the client is progressing better than 1 standard deviation above no improvement in outcomes. This ES is "uncorrected" because it treats all intake scores equally.
Change vs. Session Targets	This section looks at how the client is progressing compared to the Session Target for clients entering services with the same intake score.
Session Target ORS	The average predicted score at this session—this is how well the client should be doing at this session if progressing as expected.
Change Index (Session)	The difference between the Session Target and the most recent ORS score. A positive number indicates that the client is exceeding expectations while a negative number indicates that the client is below the Session Target.
Relative Session Effect Size	Compares client progress to improvements made by clients in MyOutcomes extensive database with identical intake scores. The Relative Session Effect Size provides a measure of the effect of treatment for clients at the same point in treatment. A positive relative size means an effect above average, a negative relative effect size means an effect below average. A relative effect size of 0 means the effect is average compared to the norm.
Change vs. Service Targets	This section looks at how the provider, supervisor, administrator, program or agency's clients are progressing in comparison to clients in a normative sample who had the same intake score and ended service with successful outcomes. Zero indicates that progress matches that of clients in the normative sample who ended service with successful.
Service Target ORS	The average predicted score for successful services—this is where the client should be at the end of treatment if progressing as expected.
Change Index (Service)	The difference between the Service Target and the most recent ORS score. A positive number indicates that progress has exceeded expectations for the final outcome of treatment while a negative number indicates that the Service Target has not yet been reached.
Relative Effect Size	The Relative Effect Size provides a measure of the effect of treatment compared with the grand mean (mean of the mean) of the effect of treatment for other clients in MyOutcomes' extensive database with identical intake ORS scores. A positive relative effect size means an effect above average, a negative relative effect size means an effect below average. A relative effect size of 0 means the effect is average compared to the norm. A zero reflects the average performance of those individuals who started with the same ORS intact score. Values above or below zero reflect deviations from the average.

When gambling isn't fun anymore.

BC Responsible & Problem Gambling Program



Information about Gambling Support BC (GSBC) Counselling Services

Thank you for choosing our service. We will do everything we can to help you reach your goals. We offer free counselling if you are a resident of British Columbia and are seeking help around problematic gambling. Services consist of group treatment, intensive day treatment programs, individual and family counselling sessions. Our counsellors are all professionally trained and are members of an accredited professional counselling association.

We work hard to form an effective partnership with you so that you can have the best chance to address your concerns. Your ideas and opinions are critically important to us. We will help you figure out how to best work together to help you see the changes you are wanting.

How to Get the Most from your Counselling

People often wonder about what to expect when they come to counselling. They may not be sure what to expect of the counsellor or of themselves. We know that counselling works because research shows that people who go to counselling are better off than people who don't. We want to help you in the most effective way.

Let's start with you:

- o Create your own goals (what do you want to be different in your life?)
- o Apply the ideas between sessions and see if they work for you
- o Understand that you are the expert in your life
- o Talk honestly with your counsellor about how you think the counselling is going

Now the counsellor:

- o Is like a coach
- o Will help you reach your goals without changing what you believe in
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We strive to develop an effective program to meet our clients' needs. Your feedback helps us improve how services are delivered and we would love to hear how you think we are doing. You can provide feedback to management by email at problem.gambling@gov.bc.ca

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If you don't feel comfortable talking to your counsellor, or it doesn't help, please contact the Clinical Director, Doung Koo at problem.gambling@gov.bc.ca

***Thank you for choosing Gambling Support BC Counselling Services.
Let us know if there is anything we can do to increase your satisfaction with our services.***

Client Concerns / Feedback process:

At intake, each client is informed of what to expect from GSBC counselling services and who to call if they have feedback or concerns about the services they receive. See Orientation Letter.

Feedback received by the program is followed up by the Clinical Director with the contractor to identify gaps and to improve service delivery, and where appropriate, remedial training plans are implemented.

he/they/them

Michael Wai Doung Koo, M.A., R.C.C.

Director of Clinical Services,

Community Support Division,

Gaming Policy and Enforcement Branch,

Ministry of Public Safety & Solicitor General

cell: 604-318-4210

"As an overseas Chinese settler I want to express my gratitude for being able to build a good life in Canada and to the Squamish Nation upon whose lands I make my current home. I am finding my way to reconcile the privilege I have with the devastating legacy and ongoing displacement of Indigenous Peoples from their homelands."

*** CONFIDENTIALITY NOTICE***

This communication (both the message and any attachments) is intended for use by the person or persons to whom it is addressed and must not be shared or disseminated unless authorized by law or with the express authority of the sender. This communication may contain privileged or confidential information. If you have received this message in error or are not the named recipient, please immediately notify the sender and delete the message from your mailbox and trash without copying or disclosing it.***

From: Tsang, Diana GPEB:EX <Diana.Tsang@gov.bc.ca>

Sent: Friday, November 26, 2021 12:35 PM

To: Koo, Doung GPEB:EX <Doung.Koo@gov.bc.ca>

Subject: RE: Require further information on FOI request

Hi Doung,

As discussed, here is the email from Sylvia.

From: Butler, Sylvia GPEB:EX <Sylvia.Butler@gov.bc.ca>
Sent: Friday, November 26, 2021 12:07 PM
To: Tsang, Diana GPEB:EX <Diana.Tsang@gov.bc.ca>
Subject: Require further information on FOI request

[2021-11-26 10:37 AM]

Hi Diana in reviewing the RFQ it does not indicate how contractors performance will be reviewed, is this in the actual contract? and If so, can we get a sample of a contract template for FOI request. And if you have policies or procedures that define performance review we will need to provide that as well.

[2021-11-26 10:43 AM]

Do we do performance checks or does CSMB?

I am also asking IAO to ask client to define if he is asking for performance reviews on all contractors or how performance reviews are done.

I am heading into office for afternoon, should be there by 1:00.

Yours truly,

Sylvia Butler

FOI and RecordsTeam Lead | Gaming Enforcement and Policy Branch | Ministry of Public Safety and Solicitor General, 3rd Floor, 910 Government Street Victoria, BC V8W 9N1
|Telephone: 778-698-5544

*For any FOI inquiries please email GPEB's FOI email box (GPEB.FOIManagement@gov.bc.ca).
For any EDRMS access authorizations and or records questions, please email GPEB's Record Management mailbox (GPEB_RecordsManagement@gov.bc.ca).*

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| CORE COMPETENCIES | | FOR ICCE CLINICIANS |

ICCE MANUALS ON FEEDBACK-INFORMED TREATMENT (FIT)

Page 085 of 101 to/à Page 091 of 101

Withheld pursuant to/removal as

Copyright

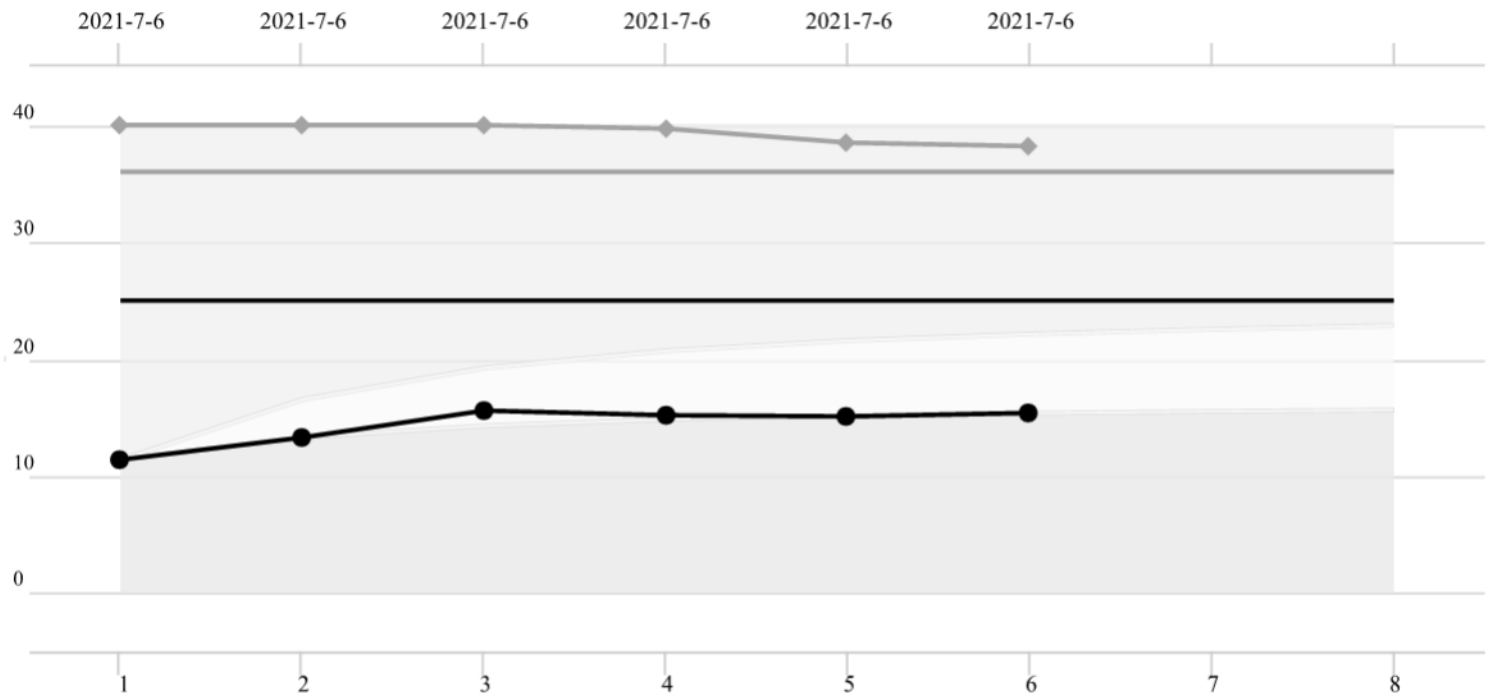
Client Progress Report: TB14684 at risk6

Current Date: 11/27/2021


Episode: 1

Last Session #: 6


Client Status Report (CSR)



— ORS Cutoff	● ORS	— SRS Cutoff	◆ SRS	At Risk	Off Track	On Track
— Off Track Line	— On Track Line	● Enable/Disable Tooltip				

Most Recent ORS Signal	
	At Risk

Measure	Score
Individually	3.8 out of 10
Interpersonally	3.6 out of 10
Socially	4.4 out of 10
Overall	3.6 out of 10
Total ORS	15.4 out of 40

Most Recent SRS Signal	
	On Track

Measure	Score
Relationship	9.6 out of 10
Goals and Topics	9.5 out of 10
Approach or Method	9.5 out of 10
Overall	9.6 out of 10
Total SRS	38.2 out of 40

Section	Item	Value
Status	Activation Status	Active
	Intake Date	2021-07-06
Overall Change	Intake ORS	11.4
	Last ORS	15.4
	Raw Change	4
	Pre-Post Effect Size (ES)	0.5
Change vs. Session Targets	Session Target ORS	22.1
	Change Index	-7.5
	Relative Session Effect Size	-0.9
Change vs Service Targets	Service Target ORS	22.9
	Change Index	-6.7
	Relative Effect Size (Service)	-0.8

Term	Description
Activation Status	Shows whether this client is active or inactive.
Intake Date (YYYY-MM-DD)	The Date of the first Outcome Rating Scale (ORS) score.
Overall Change	This section provides a snapshot of how things are going for this client.
Intake ORS	First Outcome Rating Scale (ORS) score. Average ORS intake score is typically between 18 and 20 in outpatient mental health settings. Intake scores of mandated clients are higher and often over the clinical cutoff, but that's okay and the ETR corrects for this so that valid comparisons can be made.
Last ORS	The last Outcome Rating Scale (ORS) score recorded for this client.
Raw Change	The difference between the first and last Outcome Rating Scale (ORS) scores.
Pre-Post Effect Size (ES)	The effect size (ES) tells us how well the client is doing compared to a baseline of no improvement. An ES of 1 means that the client is progressing better than 1 standard deviation above no improvement in outcomes. This ES is "uncorrected" because it treats all intake scores equally.
Change vs. Session Targets	This section looks at how the client is progressing compared to the Session Target for clients entering services with the same intake score.
Session Target ORS	The average predicted score at this session—this is how well the client should be doing at this session if progressing as expected.
Change Index (Session)	The difference between the Session Target and the most recent ORS score. A positive number indicates that the client is exceeding expectations while a negative number indicates that the client is below the Session Target.
Relative Session Effect Size	Compares client progress to improvements made by clients in MyOutcomes extensive database with identical intake scores. The Relative Session Effect Size provides a measure of the effect of treatment for clients at the same point in treatment. A positive relative size means an effect above average, a negative relative effect size means an effect below average. A relative effect size of 0 means the effect is average compared to the norm.
Change vs. Service Targets	This section looks at how the provider, supervisor, administrator, program or agency's clients are progressing in comparison to clients in a normative sample who had the same intake score and ended service with successful outcomes. Zero indicates that progress matches that of clients in the normative sample who ended service with successful.
Service Target ORS	The average predicted score for successful services—this is where the client should be at the end of treatment if progressing as expected.
Change Index (Service)	The difference between the Service Target and the most recent ORS score. A positive number indicates that progress has exceeded expectations for the final outcome of treatment while a negative number indicates that the Service Target has not yet been reached.
Relative Effect Size	The Relative Effect Size provides a measure of the effect of treatment compared with the grand mean (mean of the mean) of the effect of treatment for other clients in MyOutcomes' extensive database with identical intake ORS scores. A positive relative effect size means an effect above average, a negative relative effect size means an effect below average. A relative effect size of 0 means the effect is average compared to the norm. A zero reflects the average performance of those individuals who started with the same ORS intact score. Values above or below zero reflect deviations from the average.

When gambling isn't fun anymore.

BC Responsible & Problem Gambling Program



Information about Gambling Support BC (GSBC) Counselling Services

Thank you for choosing our service. We will do everything we can to help you reach your goals. We offer free counselling if you are a resident of British Columbia and are seeking help around problematic gambling. Services consist of group treatment, intensive day treatment programs, individual and family counselling sessions. Our counsellors are all professionally trained and are members of an accredited professional counselling association.

We work hard to form an effective partnership with you so that you can have the best chance to address your concerns. Your ideas and opinions are critically important to us. We will help you figure out how to best work together to help you see the changes you are wanting.

How to Get the Most from your Counselling

People often wonder about what to expect when they come to counselling. They may not be sure what to expect of the counsellor or of themselves. We know that counselling works because research shows that people who go to counselling are better off than people who don't. We want to help you in the most effective way.

Let's start with you:

- o Create your own goals (what do you want to be different in your life?)
- o Apply the ideas between sessions and see if they work for you
- o Understand that you are the expert in your life
- o Talk honestly with your counsellor about how you think the counselling is going

Now the counsellor:

- o Is like a coach
- o Will help you reach your goals without changing what you believe in
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Print Stats

Mouse over terms to see definitions

		Active	Inactive
Average Change	Average Intake ORS *	20.9	19.5
	Effect Size (pre-post effect size) **	0.93	1.25
	Average Intake SRS *	37.4	36.6
Change vs. Session Targets	Relative Session Effect Size **	0.21	0.4
Change vs. Service Targets	Relative Effect Size **	0	0.13
	Percentage of Clients Reaching Target **	76.54	76.22
Sessions	Average Number of Sessions* *	5	6.9
	DNA - Did Not Attend	78	482
	Total Cancelled Sessions	10	84
Time and Treatment	Average Treatment Length *	196.4	167.8
Cases	Number of Treatment Episodes	166	1330
Discharged	Planned Termination	-	848
	Unplanned Termination	-	297
	Patient dropped out of treatment	-	29
	Referred to another agency	-	4
	Referred to another service	-	2
	Dropped Out - Off Track	-	38
	Transferred to PG provider - Off Track	-	3
	One Time Session - Planned Ending	-	27
		-	3
		-	1
		-	1
		-	77

* Does not includes cases with 0 sessions


** Does not includes cases with 1 or fewer sessions

From: Noble, Joshua FIN:EX
To: GPFB Problem Gambling GPB:EX
Cc: Tsang, Diana GPB:EX
Subject: RE: 3CMB Audit Result
Date: Wednesday, December 1, 2021 8:26:17 AM
Attachments: image003.png
image004.jpg

Good morning Sandy,

Compliance review at the time resulted in the findings below. Please let me know if you have any other questions.

Jan 2020 - 3CMB AUDIT AG20J8518 MYOUTCOMES 4995 \$1,680.00 GPB-1815J81-MYOU

	
Finding Name	Finding Details
C19 - Multi-year contracts established through ongoing amendments and extensions of term instead of a competitive process	CPPM 6.3.3 b (9) Multi-year contracts are permitted when the stability of the longer time frame supports better value to government. However, they must not be established through ongoing amendments and extensions of standard term contracts, unless the extensions were planned and included as part of a competitive process.
C23 - Insurance required by contract provided, but insurance is expired and/or insufficient	CPPM 6.3.3 e (11) Ministries must ensure that the contractor's agent or broker completes and signs the Province of BC Certificate of Insurance, in compliance with the insurance requirements of the contract. The COI provided only has expiry date of March 31, 2020 and the COI was signed on Jan 31, 2020. Evidence that vendor had insurance during invoice billing period not provided for review.
C33 - Contract modification agreement required and not provided	CPPM 6.3.3 e (9) Modifications to a contract must be in writing, and signed by both parties. Modifications number one and three provided for review. Modification number two was not provided.

Thank you,

Josh Noble

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From: GPFB Problem Gambling GPB:EX <Problem.Gambling@gov.bc.ca>

Sent: December 1, 2021 8:17 AM

To: Noble, Joshua FIN:EX <Joshua.Noble@gov.bc.ca>

Cc: Tsang, Diana GPB:EX <Diana.Tsang@gov.bc.ca>

Subject: 3CMB Audit Result

Importance: High

Good morning,

We have a FOI request and wondering if you able to provide us the audit result for below 3CMB Document Request?

Jan 2020 - 3CMB AUDIT AG20J8518 MYOUTCOMES 4995 \$1,680.00 GPB-1815J81-MYOU



If you have any questions or concerns please do not hesitate to let me know.

Haw'aa (Thank you)

Sandy Yong

Program Analyst, Community Support Division | Gaming Policy and Enforcement Branch | Ministry of Public Safety and Solicitor General

I would like to acknowledge the Lekwungen peoples, known today as the Songhees and Esquimalt nations as the traditional keepers of this land since time immemorial for allowing us to live, work and play on these territories.

BATCH NAME:	SUPPLIER:	INVOICE NUMBER:	AMOUNT:	CONTRACT/PO #
AG2018518	MYOUTCOMES FOR MENTAL WELL BEING INC.	4995	\$1,680.00	GPES-1813181-MYOU

BATCH NAME:	SUPPLIER:	INVOICE NUMBER:	AMOUNT:	CONTRACT/PO #
AG2018518	MYOUTCOMES FOR MENTAL WELL BEING INC.	4995	\$1,680.00	Page 101 of 101 PSS-2021-15066