
REQUEST FOR QUOTE

UHN - DI X-Ray Room 1 Replacement University Hospital of Northern BC Prince George, BC

Northern Health is requesting quotes from General Contractors for the “Scope of the Renovations“, to the existing Xray Room. This is preparing for the installation of a New CareStream Xray System.

It is the intent of Northern Health to engage with a Successful Proponent for the services outlined in the Request for Quote, which provides best value for Northern Health. In order for Northern Health to make a determination of value, submissions are encouraged to include relevant information which will be useful to Northern Health in its review of submissions. This may include information such as proposed materials, detailed descriptions of extent of proposed work, timing of the work, allowances included, responsibilities of Northern Health, costs of work for other expenses not included and which may need to be borne by Northern Health. The foregoing represents a partial list and the Proponent may wish to include additional information as they deem necessary.

With regard to material type and size, and extent of replacement, the Proponent, shall be responsible to ensure that, as a minimum, the finished product satisfies all code requirements. Proponents are free to propose materials which exceed minimum code requirements which in their opinion provide good value for money to the owner. Such instances should be described in their submissions such that this information can be taken into account during review of submissions by Northern Health.

Northern Health is seeking to have this project completed by **November 25, 2022**.

Infection Control

Proponents are required to comply with the CSA Z317.13.17 standards, which may require specialized equipment and procedures. It is the Proponents responsibility to submit the NH Risk Reduction Construction Report to the site Infection Control Practitioner. ICP will review the report and approve before work may begin on site.

Project Scope

This renovation work will be the responsibility of the successful Proponent who will be responsible for all required Sub-trades needed to complete this project. This Renovation work will encompass the following area:

Main Xray Patient Area

General 1) Patch all walls in Xray Patient Area, and paint to specific colours of Xray Manager and Facilities.

General 2) Remove entire T-bar ceiling in Xray Patient Area and recycle.

General 3) Manufacture and Install new Structural Steel as per Structural Engineers Specified Drawings.

General 4) Scan all concrete that will require holes to be drilled, (Ceiling and floor).

General 5) Core 3 new holes in floor as per CareStreams locations and size of cores in Xray Patient Area/Tech Booth.

General 6) Supply and Install all new P-2000 Unistruts in Xray Patient Ceiling as per CareStreams Drawings (provided).

General 7) Supply and Install complete new T-bar ceiling once all Structural Steel and Unistrut has been completed. T-bar to be flush with the bottom of New Unistrut.

General 8) Remove old counter around Sink in Xray Patient Room

General 9) Supply and Install a Stainless Steel Back Splash for New Sink.(roughly 4'x4', to be discussed at Site Visit).

General 10) The successful Proponent will bear the cost of doing GPR testing prior to coring or drilling the floor and ceiling space.

General 11) Supply and Install New Shelve and Cabinet located in Xray Patient Area. (to be discussed at Site Meeting).

Flooring 12) Install New flooring as per Facilities Maintenance and Cove walls out by 6 inches around new Auto Mixing Sink (to be discussed at Site Meeting).

Plumbing 13) Remove old sink in Xray Patient Room and Install New Auto mixing Sink, provided by Northern Health.

Electrical 14) Relocate 1 existing E-Stop for the Shunt Trip Breaker, currently located in the Main Patient Area. (Location to be discussed at Site Meeting).

Electrical 15) Remove all of the old lights in the Main Patient Area and Supply 8 new 2'x2' LED fixtures, dimmable, temperature colour controlled. Dimmed from existing wall box with Colour Temperature Control using Remote Control Hand Held Controller, colour change from 2500 degrees to 5000 degrees, not local controlling at light fixture.

Electrical 16) Supply and Install all new Conduits , Junction Box's and Duct work as per CareStream's Drawings in the Tech Booth and Xray Patient Room.

General 17) Construct a plywood box around existing Dental Scanning Unit , for protection during renovation in this room. (To be discussed at the Site Visit).

General 18) Pour an Epoxy Pad with dimensions as per CareStream . This is for the sliding Wall Bucky. (To be finalized during the Site Visit).

Site Visit

Proponents must attend the **MANDATORY** site tour and meeting in order to be qualified to submit

a Quote. Proponents who submit a quote without attending the site tour and meeting will not be considered. Time and date of the site tour and meeting:

10:00 AM PST, Wednesday, October 05, 2022

Proponents are to meet at the entrance in the Main Foyer, University Hospital of Northern BC, Prince George, BC.

Quote Submission

RFQ responses are to be submitted electronically through bids&tenders, no later than:

2:00 PM PST, Thursday, October 20, 2022.

Forms Of Contract

Following review of submissions and subject to available budget, it is the intent of NH to enter into a contract with the successful Proponent. The intended form of contract shall be a standard NH Internal Contract (attached for reference).

Timing

The final construction of this project must be complete by November 25, 2022. Proponents shall include in their responses a proposed schedule clearly indicating project start time and project duration. Any changes of this schedule must be acceptable to the Biomedical Engineering Project Manager (William Gloslee).

Additional Information

- 1) The lowest of any Quotation will not necessarily be accepted.
- 2) This Scope may be Amended at the Mandatory Site Tour and Meeting
- 3) The successful Proponent will hire all necessary subtrades to complete this project.
- 4) All disassembled equipment to be left on site.
- 5) All garbage and waste to be disposed of by the successful Proponent.
- 6) The successful Proponent will be responsible for all Infection Control Permits, equipment and coordination with the Xray Dept, Infection Control Practitioner and the Hospitals Plant Maintenance, to complete this project.
- 7) The successful Proponent and all of their employees on this project "site" must have their Double COVID – 19 Vaccination shots in order to complete work on site at this hospital.
- 8) The successful Proponent and all of their employees on this project site must have their "Criminal Records Check" up to date and sent to Northern Health for Acceptance prior to coming on the Hospital Site for this project.
- 9) General enquiries may be directed to William Gloslee, Project Manager/Biomedical Engineering at William.gloslee@northernhealth.ca, 250-612-2590

October 18, 2021

TO: All contractors, vendors, consultants and suppliers for B.C.'s health authorities

On September 13, the Provincial Health Officer (PHO) announced mandatory COVID-19 vaccination for all health care workers in hospital and community settings (public and private); this comes into effect October 26, 2021. On this date, all health care workers, including physicians, students, volunteers, etc., must have had one dose of vaccine and have plans to receive a second dose within 35 days.

As expected, the recently-published PHO order also applies to all contractors, vendors, consultants and suppliers with staff providing services in a hospital or the community. On behalf of B.C.'s health authorities (FHA, IHA, VIHA, VCH, PHC, PHSA, NHA and/or FNHA), PHSA is requiring that all vendors, contractors, consultants and suppliers support the order and provide staff that are fully immunized. This includes those who **provide services at any BC health authority** facility (acute care, lab or other clinical site, community setting, office, warehouse or other).

To comply with the order, each staff person must have:

- Received one dose by end of day Monday, October 25 and then waits seven days before entering a health authority facility
- Confirmed plans to receive their second dose within five weeks of receiving their first dose

Any new staff hired after October 25 must be fully vaccinated.

This is consistent with the same measures that health authorities are applying with our staff and health care workers. It is also consistent with the measures noted in the [Residential Care order](#).

It is our expectation that each vendor, supplier, contractor and consultant will take the necessary steps to ensure that all their staff entering any health authority facility are fully immunized according to the criteria and timelines outlined above. If you cannot comply by Oct 25 please contact your business owner today.

Please be prepared to share proof of vaccination, or requests for exemption, for all staff when requested. Some health authorities are requesting signed declarations from vendors in advance, but this is not the case province-wide.

Questions can be directed here: VendorLiaison.SupplyChain@phsa.ca.
You can read the order [here](#) and learn more about [medical exemptions here](#).

With thanks,



Scott MacNair
Executive Vice President, Business Operations

Date:	July 13, 2020
To:	All Contractors On-Site
CC:	NH Budget Accountability Managers
From:	Kailey Miller, Regional Director, HR Pandemic Response Tanis Hampe, VP Pandemic Response
Re:	Work Site COVID-19 Safety Plans

In keeping with performance, provision and workplace health and safety requirements, in addition to a vested interest in fostering workplace safety at Northern Health please ensure the following actions are completed:

- Review contract to ensure clarity and accountability for health and safety responsibility as it relates to COVID-19, as appointed within from Northern Health to you as on-site “contractor”.
- Review and familiarize yourself and your contracted workers on site with the **safety plans** at site that highlight COVID-19 risks/hazards and the corresponding control measures in place.
 - Northern Health has diligently worked to develop COVID-19 Safety Plans as per the [Provincial Health Officer Order](#) for each facility.
 - In addition, Northern Health has implemented the applicable [BC Center for Disease Control](#) (BCCDC) guidelines to reduce the risk of person-to-person transmission.
 - Wherever possible, safety plan protocols which offer the highest level of protection have been implemented. Where these are not practicable or do not completely control the risk, additional control measures were implemented (as per [WorkSafeBC Hierarchy of Controls](#)).
 - A high level summary is posted on our [website](#), with detailed plans posted to facility Joint Occupational Health and Safety Committee boards, as well as brief summaries at the facility entrance.
- Ensure safety plans and corresponding protocols and procedures are understood, and where applicable communicated fulsomely, inclusive of expectations of adherence for compliance and safety.
- Coordinate and verify completion of any safety-related activity that supports compliance and understanding of workplace policies and procedures to prevent exposure (e.g. COVID-19 education and training, safety talks, incident reviews, etc.).
- Maintain procedures to ensure occupational health and safety requirements at the worksite are followed by all parties.
- Confirm process in place to report health and safety concerns and notify Northern Health of any known COVID-19 hazards to workers not previously identified and addressed at site.

For questions pertaining to COVID-19 safety plans not addressed in the above links, or visibly on-site (e.g. posted plans, entrance summaries) please contact your Northern Health contract manager.

SK-1

REV	DESCRIPTION	DATE/DFTR
PA1	ROOM LAYOUT PER PM REQUEST.	08.10.2022 STETZEL
F1	FINAL DRAWING PACKAGE PER PM REQUEST.	08.22.2022 RODRIGUEZ
F2	FINAL DRAWING PACKAGE PER PM REQUEST. MODIFIED ROOM DIMENSIONS, NEW UNISTRUTS	09.12.2022 RODRIGUEZ



DOCUMENT SET INDEX:

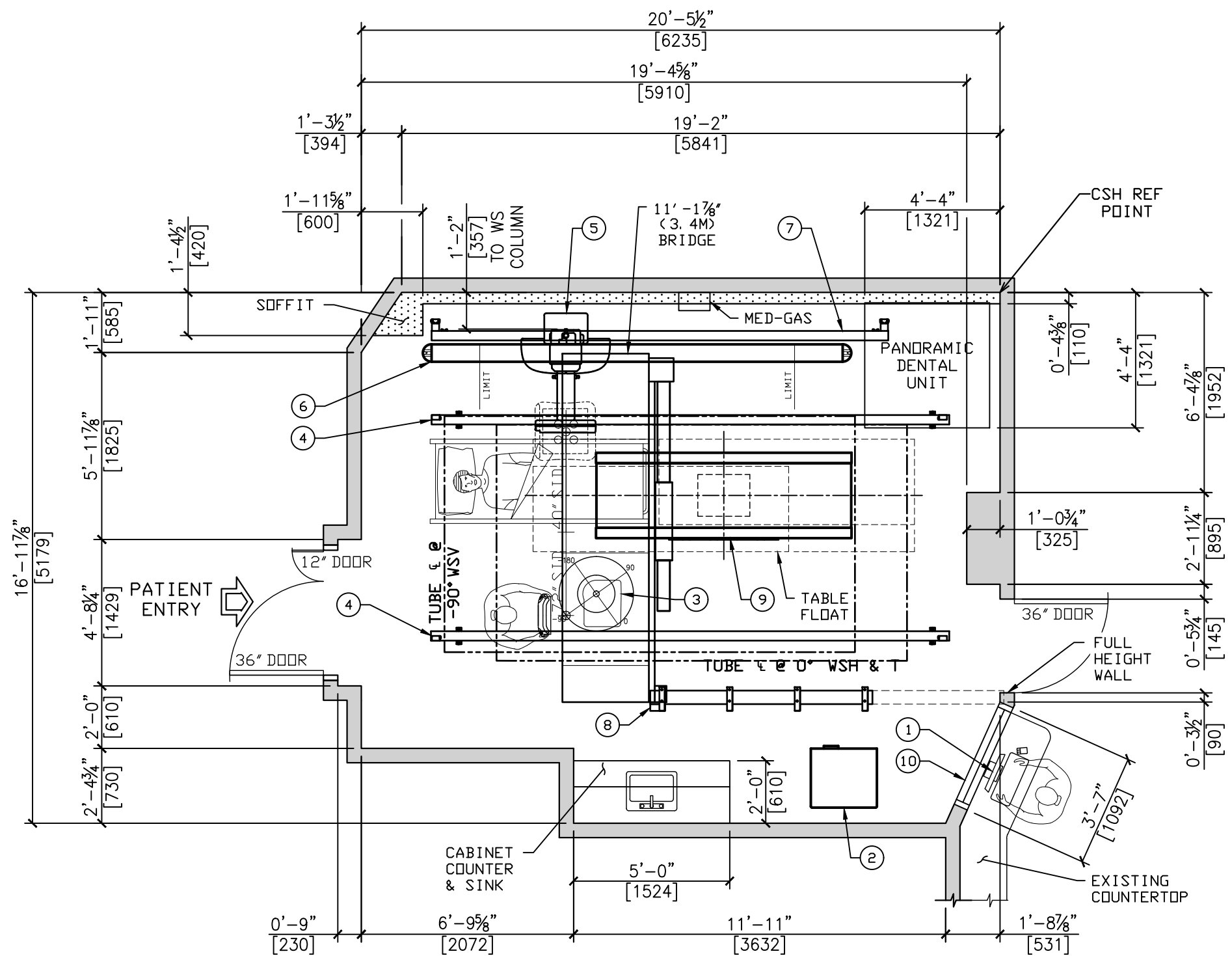
COVER SHEET.....	C1
EQUIPMENT PLAN.....	A1
ELECTRICAL PLAN.....	E1
ELECTRICAL REQ' MENTS..	E2
ELECTRICAL TABLES.....	E3
STRUCTURAL UNISTRUT....	S1
STRUCTURAL CEILING.....	S2
STRUCTURAL FLOOR.....	S3



THIS SHEET IS PART OF THE DOCUMENT SET LISTED ON SHEET C1 AND SHOULD NOT BE SEPARATED

THESE DRAWINGS ARE CONCEPTUAL UNTIL CARESTREAM RECEIVES A PURCHASE ORDER. DRAWINGS ARE SUBJECT TO CHANGE UNTIL A POST PURCHASE ORDER ON-SITE KICK OFF MEETING IS HELD BETWEEN A CARESTREAM PROJECT MANAGER AND CUSTOMER CONSTRUCTION TEAM. CARESTREAM PROVIDES THESE DRAWINGS AS A CUSTOMER COURTESY AND ARE NOT TO BE USED AS OFFICIAL ARCHITECTURAL OR CONSTRUCTION DOCUMENTS. CARESTREAM ACCEPTS NO LIABILITY OR IMPLIES ANY WARRANTY FOR THE ACCURACY OF THE SITE WHERE THE EQUIPMENT WILL BE STORED OR USED.

CUSTOMER SIGNATURE:		DRAWN BY:	STETZEL
		DATE:	08.10.2022
		PROJECT MGR:	AL NOORACHI
DATE:		CHECKED BY:	AL NOORACHI
		DATE:	09.13.2022
PROJECT:			SHT. C1
UHNBC ROOM 1 1475 EDMONTON ST PRINCE GEORGE, BC V2M 1S2			REV. F2
SIZE:	TITLE:		
B	DRX-EVOLUTION		
SCALE: SEE DRAWING SCALE			SHEET: 1 OF 8



EQUIPMENT PLAN

NOTES:
CROSS TABLE FROM BEHIND
IS NOT OBTAINABLE
72" SID TO FLOOR IS
OBTAINABLE

EQUIPMENT LEGEND

NO	ITEM	SUPPLIED/INSTALLED BY CARESTREAM HEALTH	WEIGHT LB	WIDTH IN	DPTH IN	HGHT IN
①	CTRL	COMPUTER-X-RAY CONTROL	16.1	13.2	15.5	4.0
②	G/P	GENERATOR AND PDU	540	25.4	22.7	47.6
③	OTC	ASSY-OVERHEAD TUBE CRANE (INCLUDES 4M BRIDGE, TUBE, AND COLLIMATOR)	714.0	--	--	--
④	RAIL	RAIL-FLOOR, LONGITUDINAL (AT 6M MAX RAIL LENGTH)	146.0	--	--	--
⑤	WS	WALL STAND-PREMIUM	443.0	23.2	--	89.4
⑥	RAIL	RAIL-FLOOR, WALL STAND (AT 6M MAX RAIL LENGTH)	43.0	6.7	--	.71
⑦	RAIL	RAIL-CEILING, WALL STAND (AT 6M MAX RAIL LENGTH)	76.0	--	--	--
⑧	IGUS	CHAIN-CABLE MGMT, IGUS	--	--	--	--
⑨	TBL	TABLE-FIXED, ELEVATING<CAST>	696.7	33.0	98.7	36

NO	ITEM	SUPPLIED & INSTALLED BY CUSTOMER OR CONTRACTOR
⑩	LED	WINDOW - GLASS, LEAD LINED

ENVIRONMENTAL REQUIREMENTS FOR DRX-E

ENERGY CONSUMPTION - STANDBY BTU PER HR:
WALL STAND ONLY, 1670.13
DUAL BUCKY SYSTEM, 1931.98
OPERATING ENVIRONMENT:
TEMPERATURE: 64-86°F (18-30°C)
RELATIVE HUMIDITY: 30-65% (NON-CONDENSING)

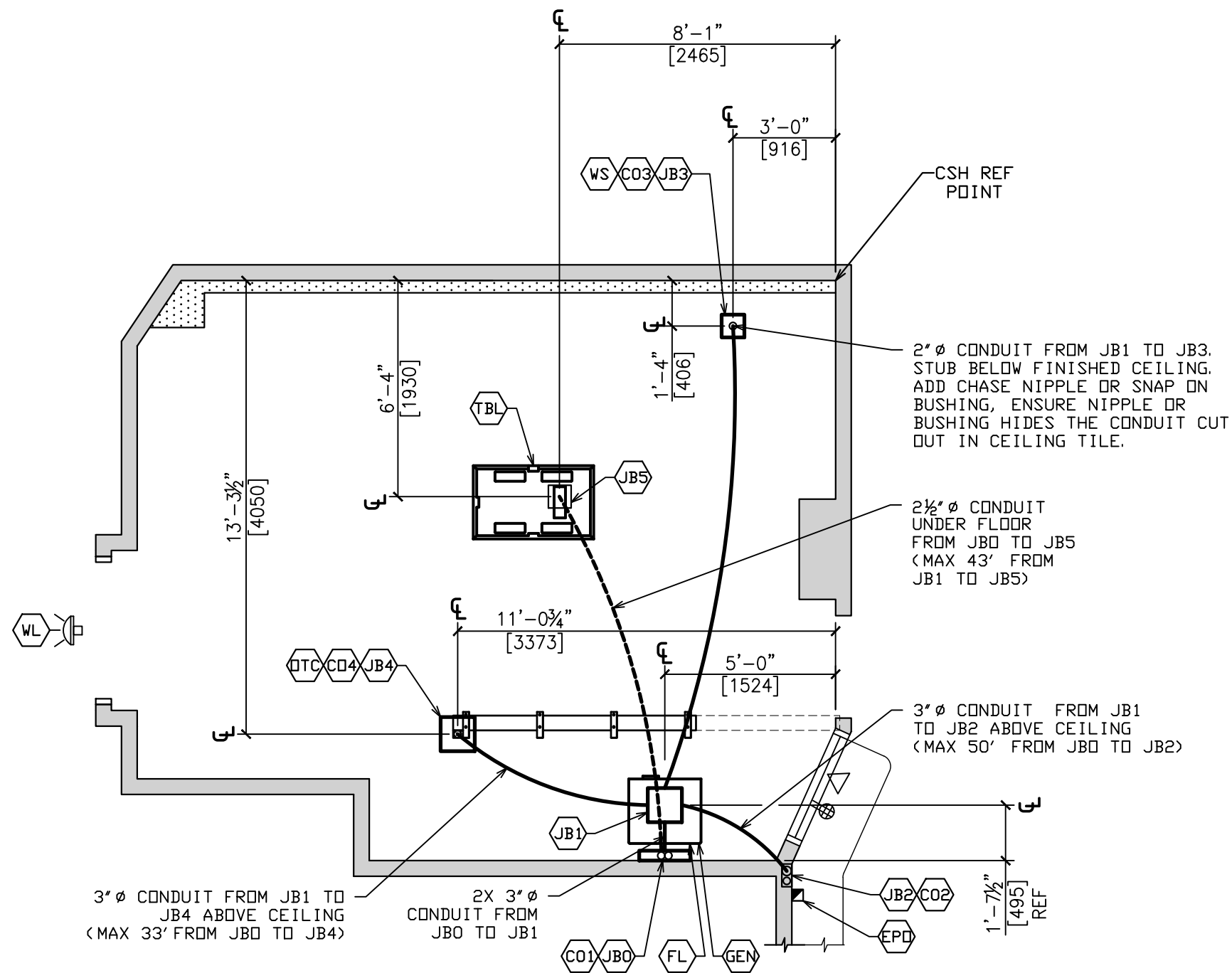
CEILING HEIGHT RANGE: 8'-10.3" TO 9'-3.5" (2.70m-2.83m)
THIS CEILING HEIGHT RANGE PROVIDES FULL FUNCTIONALITY
OF THE CARESTREAM SYSTEM. ANY DEVIATION MUST BE
DISCUSSED WITH THE CARESTREAM PROJECT MANAGER.
EXISTING CEILING HEIGHT: 9'-3" (X.Xm)

CUSTOMER SIGNATURE:	DRAWN BY: STETZEL
	DATE: 08.10.2022
	PROJECT MGR: AL NOORACHI
DATE:	CHECKED BY: AL NOORACHI
	DATE: 09.13.2022

PROJECT:	UHNBC ROOM 1 1475 EDMONTON ST PRINCE GEORGE, BC V2M 1S2	SHT. A1 REV. F2
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SIZE: B	TITLE: DRX-EVOLUTION
SCALE: SEE DRAWING SCALE	SHEET: 2 OF 8





ELECTRICAL PLAN
ELECTRICAL INSTALLED BY CUSTOMER

NOTES:
ALL OUTLETS, WHETHER DUPLEX OR QUAD, SHOWN ON CARESTREAM SITE SPECIFIC DRAWINGS, ARE EXCLUSIVELY FOR CARESTREAM EQUIPMENT. ANY CUSTOMER REQUIRED OUTLETS MUST BE APPROVED SEPARATELY.

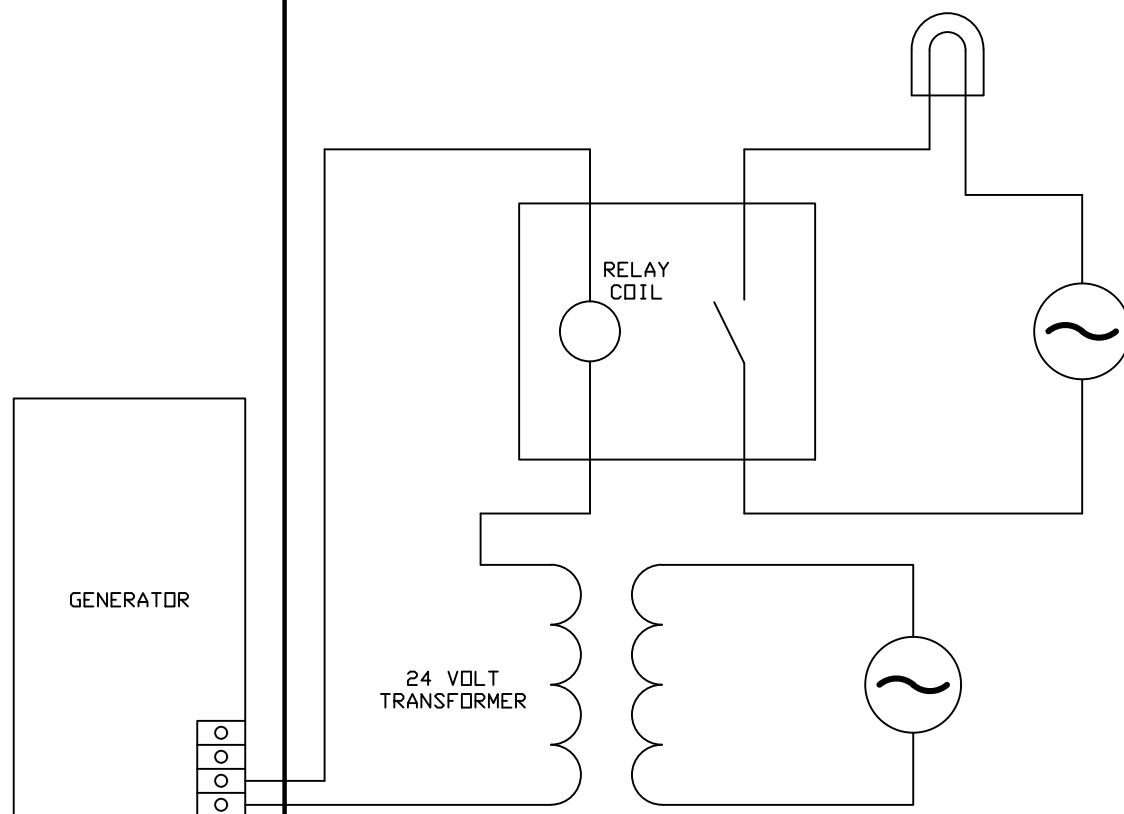
ELECTRICAL LEGEND

SYM.	SUPPLIED/INSTALLED BY CUSTOMER/CONTRACTOR UNLESS NOTED
JB0	JUNCTION BOX - 18" X 18" WITH REMOVABLE COVERS FACING OUT. BOTTOM AT 18" A. F. F.
CO1	3" Ø GROMMETED CUT OUT ON FACE OF JB0, 24" A. F. F.
JB1	JUNCTION BOX- 12"x12" ABOVE CEILING, COVER FACING DOWN
JB2	JUNCTION BOX- 8"x8" FLUSH MOUNTED IN CONTROL ROOM WALL, COVER FACING OUT, BOTTOM AT 14" A. F. F.
CO2	CUT OUT- 3" Ø WITH GROMMET ON FACE PLATE OF JB2
JB3	JUNCTION BOX- 8"x8" ABOVE CEILING, COVER FACING DOWN
CO3	CUT OUT- 2" Ø WITH GROMMET ON BOTTOM OF JB3
WS	CABLE ENTRANCE FOR CARESTREAM HEALTH WALL STAND
JB4	JUNCTION BOX- 12"x12" ABOVE CEILING, COVER FACING DOWN
CO4	CUT OUT- 3" Ø ON BOTTOM OF JB4
DTC	CARESTREAM DTC CABLE EXIT
JB5	JUNCTION BOX- 8"x8" FLUSH MOUNTED IN FLOOR, COVER FACING UP
TBL	CARESTREAM HEALTH TABLE.
GEN	GENERATOR- SEE POWER SPECIFICATIONS ON SHEET E2
FL	CUSTOMER PROVIDED, 1 1/2" Ø SEAL-TIGHT, INCLUDE FITTINGS TO 480 VAC MAIN SUPPLY CABLES TO CARESTREAM GENERATOR. WIP LENGTH TO BE 6FT. OR PER LOCAL CODE. INSTALLED BY CUSTOMER ELECTRICIAN WHEN CONNECTING 480 VAC MAIN POWER TO CARESTREAM GENERATOR.
WL	"X-RAY IN USE" LIGHT PER CODE. CUSTOMER TO PROVIDE FIXTURE AND POWER, EITHER 120V OR 24V(PREFERED) AND 2 CONTACTS TO CSH GENERATOR.
EPD	OPTIONAL EPD SWITCH TO CUSTOMER SUPPLIED MAIN DISCONNECT. EXACT LOCATION PER LOCAL CODES OR BY CUSTOMER.
⊕	120 VAC QUAD OUTLET, 14" A. F. F.
△	NETWORK DROP, 14" A. F. F.

NOTE: ALL ELECTRICAL DUCTS AND CONNECTIONS MUST CONFORM TO THE N.E.C. CODES, IN ADDITION TO STATE AND LOCAL REGULATIONS FOR THE COUNTRY OR LOCALITY IN WHICH THE EQUIPMENT IS INSTALLED. SITE IS RESPONSIBLE TO DETERMINE ELECTRICAL DESIGN INCLUDING NUMBER OF DIVIDERS IN CABLE TROUGH PER CODE

CUSTOMER SIGNATURE:	DRAWN BY: STETZEL	
	DATE: 08.10.2022	
DATE:	PROJECT MGR: AL NOORACHI	
	CHECKED BY: AL NOORACHI	
		DATE: 09.13.2022
PROJECT:		SHT. E1
UHNBC ROOM 1		REV. F2
1475 EDMONTON ST		
PRINCE GEORGE, BC V2M 1S2		
SIZE: B	TITLE: DRX-EVOLUTION	
SCALE: SEE DRAWING SCALE		SHEET: 3 OF 8

WARNING LIGHT "X-RAY IN USE" WIRING DIAGRAM
SUPPLIED AND INSTALLED BY CUSTOMER - CONNECTED BY CSH TO GENERATOR:



GENERATOR - CARESTREAM X-RAY ELECTRICAL REQUIREMENTS

Maximum Output Power	Nominal Line Voltage (V)ac	Main Disconnect (A)	Recommended Distribution on Transformer Rating (kVA)	Max. Input Line Resistance (@ full-load RMS)	Instantaneous Current (A)
3-Phase, 380 - 480 V (ac)					
80 KW	400	100	105	0.1	160
	480	100	105	0.15	135

MAIN POWER INTERCONNECTIONS AND WIRE SIZE

NOTE: ALL CABLES TERMINATE AT MAIN CONNECTION POINT FOR EACH MAJOR ASSEMBLY UNLESS SHOWN OTHERWISE.

RUN (#)	CABLE RUN (POINT TO POINT)	MAX. CONDUIT LENGTH (FT.)	MAX. CONNCT'R SIZE (INCH)	MIN. CONDUIT SIZE (INCH)
(H)	HOSPITAL'S NETWORK TO CONTROL DESK	PER CODE	PER CODE	PER CODE
(H)	HOSPITAL'S MAIN TO PDU	PER CODE	PER CODE	PER CODE
(1)	PDU TO CONTROL	50' -0"	2 1/8"	3"
(2)	PDU TO DTC	33' -0"	2"	3"
(2")	E-DTC TO JB (CSH)	30' -0"	1 1/8"	3"
(3)	CONTROL TO DTC	45' -0"	RJ45	3"
(4)	PDU TO WALL STAND	57' -0"	RJ45	N/A
(4")	E-WS TO JB(CSH)	28' -0"	RJ45	N/A
(5)	PDU TO TABLE	50' -0"	RJ45	2.5"
(5")	E-TABLE TO JB(CSH)	43' -0"	RJ45	2.5"

H=HOSPITAL
E=EMERGENCY STOP COMMUNICATION CABLE
OCTOBER, 07, 2009

ELECTRICAL POWER REQUIREMENTS FOR DRX-E

ALL ELECTRICAL CONNECTIONS SHOULD CONFORM TO N. E. C. AND TO STATE AND LOCAL CODES.

MAIN POWER REQUIREMENT VOLTAGE: 400/480V AC, 60 HZ, 3 PHASE WYE.

MAX. LINE VOLTAGE VARIATION: $\pm 10\%$

MAX. PHASE IMBALANCE: $\pm 2\%$

MAX. LINE IMPEDANCE: 0.1 Ohms @ 400V, 0.15 OHMS @480V


RECOMMENDED DISTRIBUTION POWER: INCOMING APPARENT POWER: 105kva

LOCKABLE CIRCUIT DISCONNECT OR TIME DELAYED FUSES:

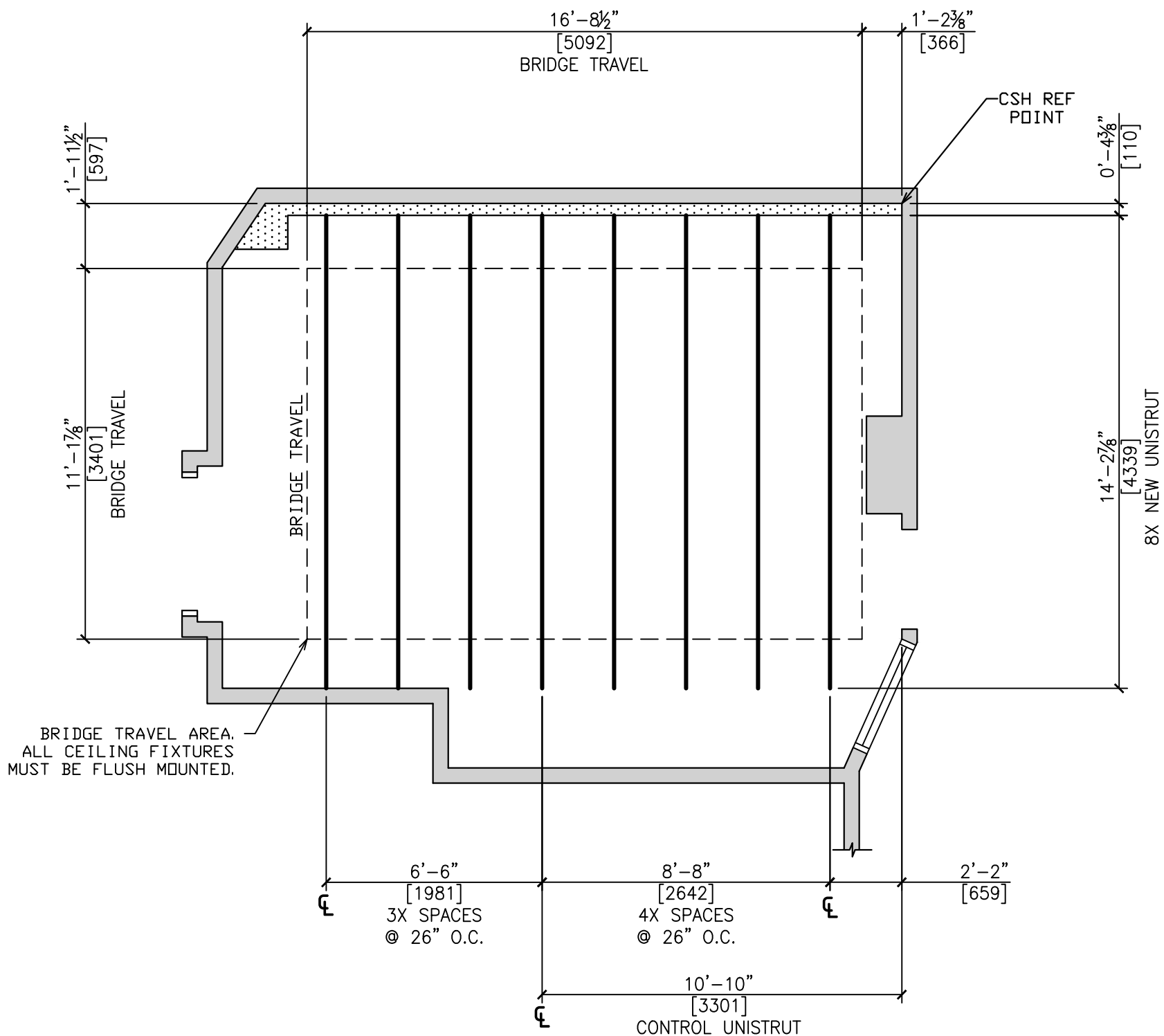
MAX. WIRE SIZE 2/0 AWG PER CODE FROM MAIN DISCONNECT TO PDU.

CUSTOMER SIGNATURE:	DRAWN BY: STETZEL
	DATE: 08.10.2022
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DATE:	CHECKED BY: AL NOORACHI
	DATE: 09.13.2022
PROJECT:	UHNBC ROOM 1 1475 EDMONTON ST PRINCE GEORGE, BC V2M 1S2
SIZE: B	TITLE: DRX-EVOLUTION
SCALE: SEE DRAWING SCALE	SHEET: 4 OF 8

CABLING MATRIX									
OTC CABLES									
Manuf.	Manuf. Part No.	CSH Part No.	Cable Name	Cable Rating	Applied Voltage	From	To	Usable Length	Function
L-Com	TC2599	2G3721	SCB to PDU Ethernet	300	12 VDC	SCB P11	PDU	12.055 m (38.58 ft)	Communication
Various	N/A	2G4120	GND - Electronics Assy to PDU	600	N/A	Electronics Assy G4	PDU Ground	15.855 m (50.74 ft)	Ground
Various	N/A	2G4121	GND - Tube to PDU	600	N/A	Tube	PDU Tank Ground	12.605 m (40.34 ft)	Ground
Electri-Cord	Q57712 JCR2	2G4200	Power 240 VAC	600	240 V	PDU	Electronics AY PS	15.833 m (50.74 ft)	OTC Power
Claymount	13650	2G4201	Tube High Voltage	75k VDC	75k VDC	PDU	Tube	12.730 m (40.74 ft)	Anode Cathode X-ray Tube
Alpha	65C07C4	2G4202	Tube Stator	600	290	PDU	Tube	12.505 m (40.02 ft)	Stator X-ray Tube
Alpha	5006C	2G4275	Console Estop/Auto Position to TMC	300	24 VDC	Console J1	TMC Board P23/J26000	15.805 m (50.58 ft)	Emergency Stop
Belden	8442	2G3790	OTC Echain Out	300	24 VDC	Junction Box	WS/Table Echain in	9.705 m (31.06 ft)	Emergency Stop
L-Com	7C2592	2G3799	OTC Can Out	300	12 VDC	Junction Box	WS/Table Can in	10.055 m (32.18 ft)	Communication
CONSOLE PC									
Manuf.	Manuf. Part No.	CSH Part No.	Cable Name	Cable Rating	Applied Voltage	From	To	Usable Length	Function
Various	N/A	8H1109	Table GRND	600	N/A	PDU	Console	---	Ground
Various	N/A	6H1305	Console Ground	600	N/A	PDU	Console	20 m (65.6 ft)	Ground
Various	N/A	8H1107	Control	300	12 VDC	PDU	Console	20 m (65.6 ft)	Communication
Electri-Cord	Q57712 JCR	8H1110	PC Power	600	240 VAC	PDU	PC	20 m (65.6 ft)	PC Power
Electri-Cord	Q57712 JCR	8H1111	Monitor Power	600	240 VAC	PDU	Monitor	20 m (65.6 ft)	Monitor Power
Various	N/A	8H1108	Communication	300	12 VDC	PDU	PC	20 m (65.6 ft)	Communication
L-Com	TC259	8H2554	Communication	300	12 VDC	PDU	PC	20 m (65.6 ft)	Communication
WALL STAND									
Manuf.	Manuf. Part No.	CSH Part No.	Cable Name	Cable Rating	Applied Voltage	From	To	Usable Length	Function
Various	N/A	2G4177	WS GND - PDU to PS/TMC	600	N/A	PDU	TMC Board G3	19.65 m (62.99 ft)	Ground
Alpha	6347	2G4178	WS AEC - PDU to WS Bucky	300	12 VDC	PDU	AEC	22.015 m (70.45 ft)	AEC
Electri-Cord	Q57712 JCR	2G4179	WS AEC - PDU to WS Power Supply	600	240 VAC	PDU	WS - Power Supply	19.5 m (62.4 ft)	Wall Stand Power
L-Com	TC2599	2G4190	WS Ethernet - PDU to Detector	300	12 VDC	PDU	Detector	22.015 m (70.45 ft)	Communication
L-Com	TC2592	2G4156	WS CAN in	300	12 VDC	Junction Box	WS TMC P18	9.3 m (29.76 ft)	Communication
L-Com	TC2592	2G4157	WS CAN out	300	12 VDC	Junction Box	WS TMC P17	9.3 m (29.76 ft)	Communication
Belden	8442	2G4158	WS Echain in	300	24 VDC	Junction Box	WS TMC J25	9.35 m (29.97 ft)	Emergency Stop
Belden	8442	2G4159	WS Echain Out	300	24 VDC	Junction Box	WS TMC J24	9.35 m (29.97 ft)	Emergency Stop
TABLE									
Manuf.	Manuf. Part No.	CSH Part No.	Cable Name	Cable Rating	Applied Voltage	From	To	Usable Length	Function
Various	N/A	2G4447	Table GND - PDU to Table PS/DNC	600	N/A	PDU	DMC Board	18 m (57.6 ft)	Ground
Alpha	6347	2G4178	Table AEC - PDU to Table Bucky	300	12 VDC	PDU	AEC	24 m (56.8 ft)	AEC
Electri-Cord	Q57712 JCR	2G4449	Table Power - PDU to Table Power Supply	600	240 VAC	PDU	Power Supply	18 m (57.6 ft)	Table Power
L-Com	TC2599	2G4450	Table Ethernet - PDU to Detector	300	12 VDC	PDU	Detector	18 m (57.6 ft)	Communication
Belden	8442	2G3791	Table Echain in	300	24 VDC	Junction Box	DMC Board P17	14 m (44.8 ft)	Emergency Stop
L-Com	TC2592	2G3800	Table Can in	300	12 VDC	Junction Box	DMC Board J14	14 m (44.8 ft)	Communication
							CUSTOMER SIGNATURE:		DRAWN BY: STETZEL
									DATE: 08.10.2022
									PROJECT MGR: AL NOORACHI
							DATE:		CHECKED BY: AL NOORACHI
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PROJECT: UHNBC ROOM 1 1475 EDMONTON ST PRINCE GEORGE, BC V2M 1S2							SHT. E3		
							REV. F2		
SIZE: B	TITLE: DRX-EVOLUTION								
SCALE: SEE DRAWING SCALE								SHEET: 5 OF 8	







UNISTRUT PLAN
UNISTRUT INSTALLED BY CUSTOMER

STRUCTURAL LEGEND

ITEM	COMPONENT DESCRIPTION: SUPPLIED AND INSTALLED BY CUSTOMER/CONTRACTOR
—	NEW UNISTRUT: FLUSH MOUNTED WITH FINISHED CEILING. UNISTRUT P1000 SERIES OR EQUIVALENT REQUIRED.

GENERAL NOTES

1. CEILING TILES MUST NOT BE LOWER THAN UNISTRUT AT FINISHED CEILING.
2. WIRELESS ANTENNAS SHOULD NOT BE MOUNTED TO THE CEILING INSIDE/WITHIN THE CSH "BRIDGE TRAVEL" AREA.

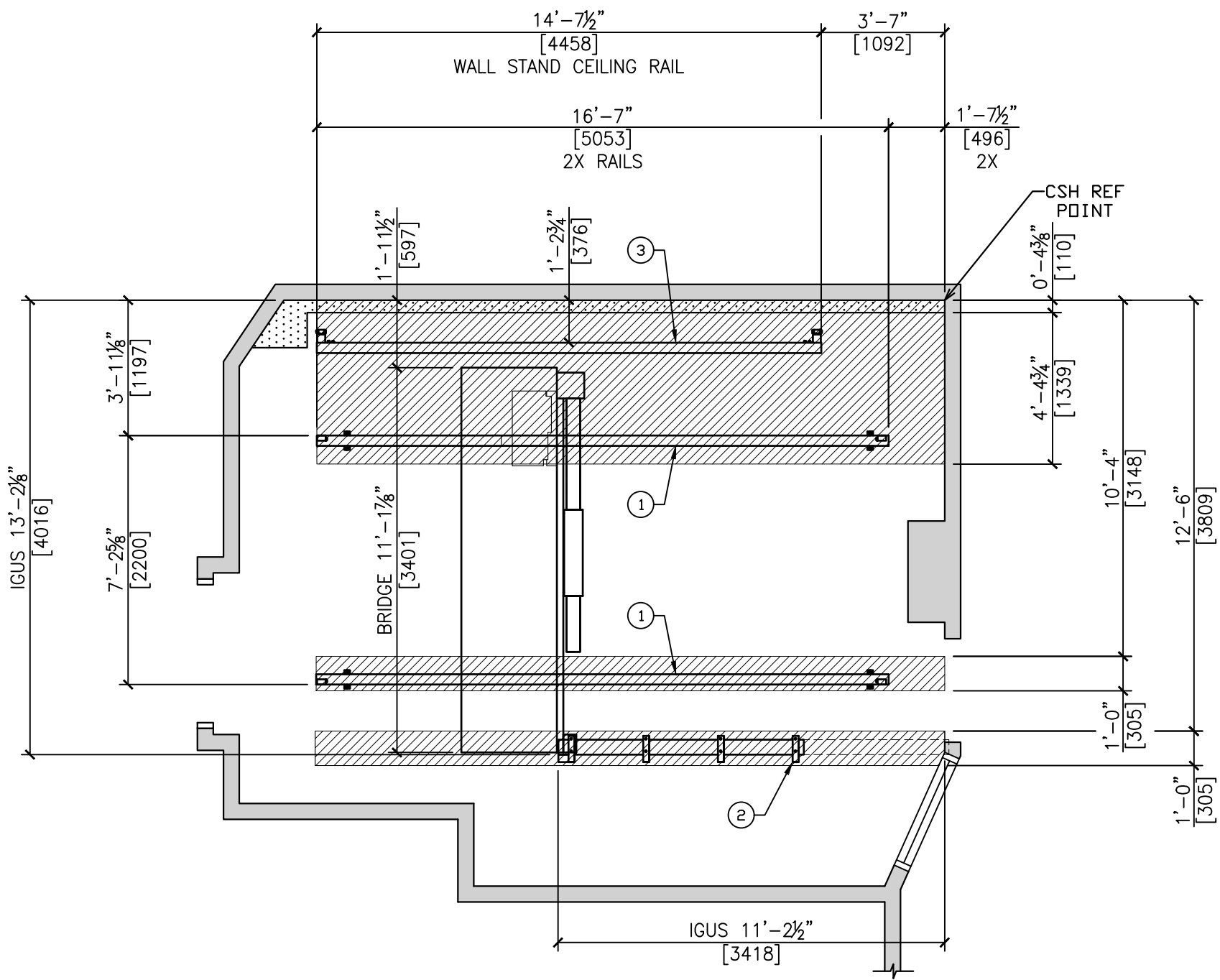
STRUCTURAL NOTES

1. THE FACILITY STRUCTURE SUPPORTING ALL EQUIPMENT LOADS MUST BE VERIFIED BY CUSTOMER'S STRUCTURAL ENGINEER OF RECORD. THIS INCLUDES LOADS FOR WALL, CEILING AND FLOOR.
2. SUPPORT STRUCTURE MUST BE LEVELED AT FINISHED CEILING HEIGHT WITHIN 0.039 INCH (1.000 MM).
3. THE EQUIPMENT WILL ATTACH TO SUPPORT STRUCTURE RAILS THAT ARE PARALLEL WITH EACH OTHER TO WITHIN 0.0313 INCH (0.795 MM).
4. SEE SPECIFICATION 8G8804 FOR STRUCTURAL INFORMATION.

CUSTOMER SIGNATURE:	DRAWN BY: STETZEL
	DATE: 08.10.2022
	PROJECT MGR: AL NOORACHI
DATE:	CHECKED BY: AL NOORACHI
	DATE: 09.13.2022

PROJECT:	UHNBC ROOM 1 1475 EDMONTON ST PRINCE GEORGE, BC V2M 1S2	SHT. S1
		REV. F2

SIZE: B	TITLE: DRX-EVOLUTION
SCALE: SEE DRAWING SCALE	SHEET: 6 OF 8

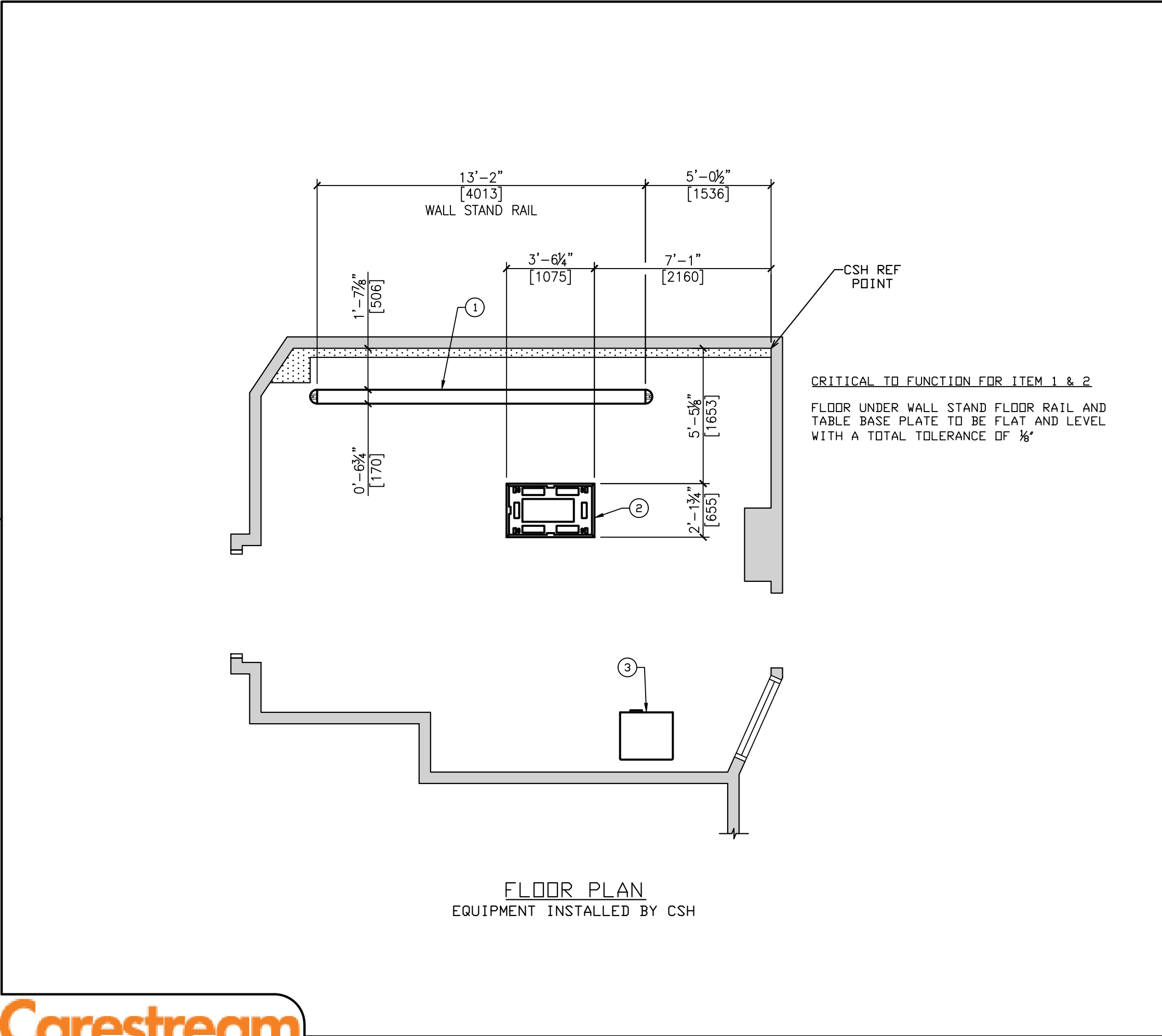


CEILING PLAN
EQUIPMENT INSTALLED BY CSH

STRUCTURAL LEGEND	
ITEM	COMPONENT DESCRIPTION: SUPPLIED AND INSTALLED BY CARESTREAM HEALTH INC.
①	DTC CEILING RAIL
②	IGUS CHAIN
③	WALL STAND CEILING RAIL
<div>RESTRICTED CEILING AREA FOR CARESTREAM EQUIPMENT. NO CEILING MOUNTED FIXTURES, INCLUDING HVAC, LIGHTING AND SPRINKLERS.</div>	
GENERAL NOTES	
1. REFLECTED CEILING PLAN REFERENCES LOCATION OF THE CARESTREAM CEILING MOUNTED EQUIPMENT NOT TO INTERFERE WITH LIGHTS, DIFFUSERS AND SPRINKLER HEADS.	

CUSTOMER SIGNATURE:		DRAWN BY:	STETZEL
		DATE:	08.10.2022
		PROJECT MGR:	AL NOORACHI
DATE:		CHECKED BY:	AL NOORACHI
		DATE:	09.13.2022
PROJECT:			SHT. S2
UHNBC ROOM 1 1475 EDMONTON ST PRINCE GEORGE, BC V2M 1S2			REV. F2
SIZE: B	TITLE: DRX-EVOLUTION		
SCALE: SEE DRAWING SCALE			SHEET: 7 OF 8





STRUCTURAL LEGEND	
ITEM	COMPONENT DESCRIPTION: SUPPLIED AND INSTALLED BY CARESTREAM HEALTH INC.
①	WALL STAND FLOOR RAIL
②	TABLE BASE PLATE
③	GENERATOR

STRUCTURAL NOTES	
FLOOR MUST BE FLAT AND LEVEL WITHIN 0.125 INCH (3.175MM) IN BOTH DIRECTIONS OVER THE ENTIRE EQUIPMENT AREA.	
FOR SYSTEMS WITH THE OPTIONAL WALL STAND RAIL, THE FLOOR MUST BE LEVEL AND PARALLEL TO THE CEILING SUPPORT STRUCTURE TO WITHIN 0.2 INCH (5.0MM) OVER THE LENGTH OF THE RAIL.	
FLOORING MUST BE CAPABLE OF SUPPORTING THE OPERATING WEIGHT OF THE EQUIPMENT.	

CUSTOMER SIGNATURE:		DRAWN BY:	STETZEL
		DATE:	08.10.2022
		PROJECT MGR:	AL NOORACHI
DATE:		CHECKED BY:	AL NOORACHI
		DATE:	09.13.2022
PROJECT:			SHT. S3
UHNBC ROOM 1 1475 EDMONTON ST PRINCE GEORGE, BC V2M 1S2			REV. F2
SIZE:	TITLE:		
B	DRX-EVOLUTION		
SCALE: SEE DRAWING SCALE			SHEET: 8 OF 8

APENDIX A

Sample NH Standard Internal Contract

CONTRACT

THIS CONTRACT is between **NORTHERN HEALTH AUTHORITY ("NH")** at the following address:

Attention:

and **sample("Contractor")** at the following address:

Attention:

WHEREAS the parties wish to enter into this Contract in order to set out the terms and conditions on which Contractor will provide the Services (as defined herein), and hereby agree as follows:

1. DEFINITIONS

In this Contract, except as expressly provided or the context otherwise requires:

"Business Day" means any day other than a Saturday, Sunday or a statutory holiday in the Province of British Columbia;

"Confidential Information" means any and all information supplied to, obtained by or which comes to the knowledge of a party as a result of this Contract with respect to Contractor or NH including all data, trade secrets, know-how, processes, formulas, standards, product specifications, marketing plans and techniques, cost figures, access or security codes, systems software applications, software/system source and object codes, documentation, program files, flow charts, drawings and operational procedures except that Confidential Information does not include: (a) the terms of this Contract; (b) Personal Information, which the parties agree is governed by the Privacy Schedule; (c) information which the receiving party can prove is information which is: (i) in the public domain at the date of disclosure; or (ii) received without obligation of confidence from a third party who is in lawful possession of such information free of any obligation of confidence and is not otherwise prohibited from transmitting such information to the recipient by contractual, legal or fiduciary obligation;

“Contract” means this agreement as amended from time to time, including any Appendices attached hereto;

“Facilities” means the facilities as set out in Appendix 1 at which Contractor will perform the Services, and

“Facility” means any one of them;

“Fees” means the fees for the Services, as set out in Appendix 2;

“FIPPA” means the Freedom of Information and Protection of Privacy Act of British Columbia, as amended or re-enacted from time to time;

“Governmental Authority” means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority, court, government, or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other sub-division, department, or branch of any of the foregoing, having jurisdiction in any way over any aspect of the performance of Contractor or the operation of the Facilities;

“Incorporated Material” means any material in existence prior to the start of the Term or developed independently of this Contract, and that is incorporated or embedded in the Produced Material by Contractor;

“Intellectual Property” means any or all of the following and all rights, arising out of or associated therewith throughout the world: (i) patents, utility models, mask works, and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology, technical data and customer lists, product formulations and specifications, and all documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto; (iv) industrial designs and any registrations and applications therefor; (v) rights in any internet uniform resource locators (URLs), domain names, trade names, logos, slogans, designs, common law trade-marks and service marks, trade-mark and service mark registrations and applications therefor; (vi) data bases and data collections and all rights therein; (vii) moral and economic rights of authors and inventors, however denominated and (viii) any similar or equivalent rights to any of the foregoing;

“Law” means any and all statutes, laws, regulations, bylaws, rules, codes, ordinances, judgments, decrees, writs, administrative interpretations, guidelines, policies, injunctions, orders, or the like, including the common law and the law of equity, as amended from time to time;

“Material” means the Produced Material and the Received Material;

“Maximum Amount” means the total amount payable by NH to Contractor under this Contract on account of fees and expenses;

“Person” includes an individual, partnership, corporation or legal entity of any nature;

“Personal Information” means ‘personal information’ as defined in FIPPA and in relation to this Contract, refers to personal information collected, compiled, used or disclosed in relation to this Contract;

“Privacy Schedule” means the privacy schedule attached hereto as Appendix 7;

“Produced Material” means records, software and other material, whether complete or not, that, as a result of

this Contract, are produced by Contractor and includes the Incorporated Material;

“Received Material” means records, software and other material, whether complete or not, that, as a result of this Contract, are received by Contractor from NH or any other Person;

“Sales Taxes” means any and all taxes, levies, duties and other charges levied by a Governmental Authority on the provision of the Services, including provincial sales taxes and the federal goods and services tax imposed pursuant to Part IX of the Excise Tax Act (Canada) as amended or re-enacted from time to time;

“Services” means the services, responsibilities, functions, duties and obligations of Contractor described in Appendix 1;

“Services Standards” means any performance specifications for the Services set out in this Contract, including Appendix 1, and includes those specifications in any descriptions or literature published by Contractor whether or not such descriptions or literature are included or referenced in this Contract; and

“Term” has the meaning given to it in Section 2.

2. TERM

Regardless of the date of execution or delivery of this Contract, the term of this Contract will commence on **April 01, 2020** and will continue until and including **March 31, 2021**, subject to earlier termination as provided in this Contract (**“Term”**). Any Services performed by Contractor prior to the commencement of the Term will be deemed to have been provided under this Contract.

3. SERVICES

3.1 Purchase and Sale of Services. Contractor will provide to NH the Services on the terms and conditions set out herein. This is not an exclusive service arrangement, there is no minimum service supply guarantee and NH may purchase the Services and/or similar services from other suppliers.

3.2 Support. Unless otherwise specified in Appendix 1, Contractor will provide all personnel, equipment, materials, facilities, technical support, supervision, on-site services and education and training for such individuals as NH may identify necessary to perform the Services. If Appendix 1 identifies a particular person or persons to perform the Services, or indicates that such Services or portion thereof are to be performed by a particular person or persons (collectively, the “Key Personnel”), then Contractor will not replace any Key Personnel without NH’s prior written consent. To the extent reasonably possible, Contractor will minimize changes to such Key Personnel. If NH, acting reasonably, is unsatisfied with the performance of any Key Personnel, Contractor will promptly make available an alternate qualified person to replace such Key Personnel.

3.3 Service Standards. Contractor will perform the Services: (a) to a standard of care, skill and diligence maintained by Persons providing, on the highest commercial standard, similar services; (b) to meet or exceed the Services Standards or such other service levels and quality standards as may be set out in this Contract or as NH may in writing from time to time establish; and (c) in accordance with applicable Law. Without limiting the generality of the foregoing, Contractor will ensure that the Services at all times meet or exceed the greater of the standards of the industry and published standards applicable to health facilities recognized by Canadian health care accreditation organizations (including Accreditations Canada) and applicable professional bodies.

3.4 Quality Assurance Program. Contractor will develop, provide to NH and maintain a quality assurance program which will provide for a co-ordinated approach to quality that will measure and assess the performance of the Services and will ensure Contractor promptly corrects deficiencies. Contractor will implement any changes in its quality assurance program as required in order for Contractor to meet or exceed the performance requirements contained in this Contract.

3.5 Reporting Requirements. Contractor will provide such reports as NH may require concerning the performance of the Services, including such reports as may be necessary in order to satisfy NH's administrative or operational requirements or reporting requirements to the Minister of Health Services, all in such form and substance and at such times as NH may specify from time to time, including the reports set out in Appendix 6.

3.6 Unsafe Services. All materials, supplies and equipment used by Contractor will be in good working order and free from defects. NH may prohibit the use of any materials, supplies or equipment if NH deems such prohibition to be in the best interest of the health and safety of the patients at the Facilities. If NH at any time deems a Service unsafe, NH may immediately notify Contractor of the safety issue and cease acquisition of the unsafe Service. For the purpose of this Contract, "unsafe" includes that the Service causes or has the potential to cause a negative effect on either the care of a patient or the workplace safety of health care workers practising in a Facility.

3.7 Additional Terms. Contractor will comply with the provisions set out in Appendix 5, if any.

4. PRICE AND PAYMENT

4.1 Fees. Fees set out in Appendix 2 are, unless otherwise set out in Appendix 2, fixed for the Term and not subject to adjustment unless expressly provided for in Appendix 2. Payment based on the Fees will be the only payment owing from NH to Contractor for the Services.

4.2 Price Inclusive. If Contractor requires any personnel, services, equipment or materials in and for the proper performance and provision of the Services which are not expressly or completely described in this Contract and are necessary for the proper performance and provision of the Services, Contractor will, at Contractor's own cost, furnish such personnel, services, equipment or materials.

4.3 Taxes. NH will pay all Sales Taxes payable in respect of the Services. Contractor will upon request assist NH in the recovery of Sales Tax credits and any request for interpretation or ruling that may assist NH to reduce expenses. To the extent Contractor pays or credits NH with respect to any discounts, rebates, or other price adjustments, Contractor will pay or credit NH for the Sales Taxes applicable to such adjustments. Except for the aforementioned Sales Taxes, Contractor is responsible for all taxes, duties and other charges arising from and relating to the amounts payable by NH hereunder. If Contractor is not a resident in Canada, NH is entitled to withhold income tax from the fees payable to Contractor and then to remit that tax to the Receiver General of Canada on Contractor's behalf. All amounts remitted to the Receiver General of Canada on Contractor's behalf will be deemed to have been made in satisfaction of the same amount due by Contractor under this Contract.

4.4 Expenses. NH will reimburse Contractor for out-of-pocket expenses reasonably incurred by Contractor in connection with providing the Services and for which Contractor has obtained the prior written approval of NH, provided that such expenses are supported by original receipts, and up to the maximum amount specified in Appendix 2. Contractor will not be entitled to charge NH and NH will not pay Contractor for any overhead or mark-up on any out-of-pocket expenses incurred by Contractor under this Contract.

4.5 Invoices. Contractor will ensure that invoices include this Contract Number, an itemized list of Services being

invoiced, an itemized list of any expenses approved under Section 4.4 (supported by original receipts), the contact name and phone number for any invoice problem resolution and the amount of Sales Taxes payable (with each of the Sales Taxes being shown as a separate line item). Fees and expenses are payable in accordance with the payment schedule set out in Appendix 2. If the Services to which the invoice relate have been performed satisfactorily and in accordance with this Contract, as determined by NH in its sole discretion, acting reasonably, NH will pay the amount of the invoice to Contractor within 30 days after receipt of a duly completed and properly delivered invoice. NH will not be in default of the terms of this Section if the payment of any invoice by NH is delayed due to incorrect pricing in the invoice. Any discounts for "early payment" will be based on the date of receipt of a duly completed and properly delivered invoice.

4.6 Competitive Pricing. Contractor warrants and represents that the Fees are and will be competitive with fees paid for substantially similar services sold to other hospitals, health authorities, healthcare institutions/regional national groups and government agencies in Canada during the same time period who purchase substantially similar volumes under substantially similar terms and delivery schedules. If NH receives information from any source that indicates that any of the Fees are not market competitive, NH may provide notice of such information to Contractor. If Contractor disagrees in good faith with NH's information and conclusions as to market competitiveness, then Contractor will within 7 days notify NH of the basis for such disagreement and the parties will work in good faith to resolve the disagreement in a mutually satisfactory manner. Failure by Contractor to disagree within such time will be deemed to be agreement by Contractor. Upon agreement or determination pursuant to the dispute resolution mechanism of this Contract that the applicable Fees are not market competitive, Contractor will refund the amount by which the price paid by NH exceeds the market price and the Fees will be reduced to such market price.

4.7 Records and Audits. Contractor will keep suitable and proper accounts and records of all reports, correspondence, documents and records relating to the supply of the Services for a period of 7 years from the date of termination or expiration of this Contract. Contractor will make such information at all reasonable times available for inspection by NH, who may make copies and extracts therefrom. NH may in its sole discretion from time to time and at its cost conduct (itself or through a third party) announced or unannounced tests, inspections and audits of Contractor's facilities, processes, statements, records (including financial) and/or accounts to verify Contractor's compliance with this Contract.

5. SUPPLIER'S MANAGEMENT RESPONSIBILITIES

5.1 Compliance with Laws and Policies. Contractor will comply with all applicable Laws, including Laws related to any equipment used in connection with the performance of the Services, the provision of the Services, permitting, licencing, approvals, workplace health and safety, employment and labour relations, taxation and environmental matters, and with all applicable policies of the Ministry of Health Services, NH and of the Facility, including policies relating to security, protection services, fire and safety, infection control, site orientation and all other policies relating to the health and safety of patients and other users of the Facility. Contractor will provide NH upon request evidence of compliance with any specific licencing, permitting, approvals or other legal requirement, including the requirement for a Medical Device Licence and a Medical Device Establishment License under the Canadian Medical Devices Regulations.

5.2 Employee and Subcontractor Requirements. Contractor will ensure that all of its employees and approved subcontractors performing the Services have the qualifications set out in this Contract, are competent to perform the Services and are properly qualified, trained and supervised in keeping with the qualification, training and supervision provided by a reasonably prudent supplier of similar services in a healthcare setting. Contractor will promptly remove from providing the Services and from any Facility any employee or approved subcontractor who

does not meet the standards and other requirements of this Contract. Failure to comply with these provisions will constitute a material breach of this Contract entitling NH to immediately terminate this Contract under Section 8 without having to provide an opportunity for Contractor to cure such breach.

6. REPRESENTATIONS AND WARRANTIES AND INDEMNITIES

6.1 Representations and Warranties. Contractor represents and warrants to NH that: (a) this Contract has been duly executed and delivered by Contractor and constitutes a legal, valid and binding agreement of Contractor enforceable against Contractor in accordance with its terms; (b) all information, statements and documents submitted to NH in connection with this Contract and all representations of fact and future performance made by Contractor are true and correct; (c) the Services will meet all applicable regulatory and safety standards and other applicable requirements of any Governmental Authority; and (d) Contractor is financially solvent and able to pay Contractor's debts as they become due.

6.2 Indemnities. Contractor will defend, indemnify and hold harmless NH and its directors, officers, employees, servants and agents from and against: (a) any and all losses, claims, demands, damages, actions, causes of action, costs and expenses (including legal expenses on a solicitor and own client basis) that NH may sustain or incur at any time, either before or after the expiration or termination of this Contract, arising directly or indirectly by reason of: (i) any deficiency in the Services; (ii) any breach of this Contract by Contractor, or any agent, employee, director, officer or subcontractor of Contractor; (iii) any allegation that any of the Produced Material infringes any Intellectual Property right of any Person; or (iv) the acts or omissions of Contractor or any agent, employee, director, officer or subcontractor of Contractor including any injury to or death of any Person (including any employee of Contractor) or any damage to any and all Persons or property, whether deliberate, accidental or through negligence except to the extent that any such claim arises solely from the negligence of NH; and (b) any damages or compensation payable to any employee of Contractor or his or her legal representatives in respect of any injury, loss or death suffered by such employee arising out of or in connection with the observance or performance of this Contract including any claim made against NH pursuant to the provisions of the Occupier's Liability Act, R.S.B.C. 1966, c.337 as amended or re-enacted from time to time, unless caused solely by the negligence of NH.

7. INSURANCE

Contractor must maintain and pay for insurance on the terms, including form, amounts and deductibles, outlined in Appendix 4, if any, as modified from time to time by NH at its sole discretion. At the request of NH at any time and from time to time, Contractor will provide NH with evidence of such insurance coverage in the form of a Certificate of Insurance satisfactory to NH. Contractor will provide NH with evidence of each renewal of insurance coverage at least 10 days prior to the expiry of any insurance coverage required by this Contract. All insurance will be endorsed to provide NH with 30 days advance written notice of cancellation. All insurance will be primary and not require the sharing of any loss by any insurer of NH.

8. TERMINATION AND SUSPENSION

8.1 Termination for Cause. Without limiting the other remedies available to it hereunder, NH may immediately terminate this Contract in whole or in part if: (a) Contractor fails to provide the Services as and when required by the terms of this Contract and Contractor does not cure such failure within 24 hours of receiving notice from NH; (b) any representation, warranty or statement in this Contract is false, inaccurate or misleading; (c) Contractor is in breach of any other provision of this Contract and, if the breach is capable of being cured, Contractor fails to cure the breach within 7 days of notice of such breach from NH, or a longer period if reasonably required and

Contractor is diligently pursuing a cure; (d) Contractor becomes bankrupt or insolvent, takes the benefit of any act now or hereafter in force for bankrupt and insolvent debtors, makes an assignment for the benefit of Contractor's creditors or any arrangement or compromise or files any proposal or notice of intention to file a proposal; or if proceedings are initiated against Contractor under the Bankruptcy and Insolvency Act, a receiver or receiver manager is appointed in respect of all or part of the property or business of Contractor, or proceedings are instituted by Contractor or any other person for the winding up of Contractor or other termination of Contractor's existence; (e) the Ministry of Health Services terminates or suspends funding that affects the commitment by NH to utilize the Services or there is a change in Provincial government policy that materially affects the continued utilization of the Services; or (f) Contractor fails to maintain all required permits, approvals and licenses required by applicable Law in connection with the Services. Termination of this Contract by NH pursuant to this Section or as otherwise provided in this Contract will not deprive NH of any of its rights, remedies or actions at law or in equity including the right to claim for damages.

8.2 Termination by NH for Convenience. Notwithstanding anything herein otherwise provided, or any custom of the trade, duty of fairness, principle, term or rule of law to the contrary, whether express or implied, NH may terminate this Contract in whole or in part at any time without cause or reason and without penalty or other recourse by Contractor other than as provided in Section 8.3 by providing not less than 30 days' notice to Contractor.

8.3 Liability Following Termination. If NH terminates this Contract in whole or in part accordance with any of the provisions of this Section 8, notwithstanding anything herein otherwise provided or any duty including any duty of fairness, custom of the trade, principle, term or rule of law to the contrary, whether express or implied, NH will not be liable to Contractor for any loss or damage of any nature whatsoever flowing therefrom including any special, incidental, direct, indirect or consequential damages arising out of such early termination, nor will NH be under any obligation to Contractor except to pay for Services that have been provided by Contractor at the date of such termination. If NH terminates this Contract in whole or in part, Contractor will continue to perform that portion of this Contract that has not been terminated.

8.4 Suspension. If NH reasonably believe that the Services are either not in accordance with the requirements of this Contract or pose an unacceptable risk to the safety of patients, visitors or staff, NH may without incurring any liability to Contractor immediately suspend in whole or in part the performance of the Services.

8.5 Termination by Contractor. Contractor may terminate this Contract by giving notice of termination to NH if NH is in breach of any provision of this Contract and fails to cure such breach within 30 days after receiving notice of such breach from Contractor.

9. DISPUTE RESOLUTION

All disputes arising out of or in connection with this Contract or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre under its rules. Each of Contractor and NH will continue the performance of its respective obligations under this Contract during the resolution of any dispute including during any period of arbitration, unless and until this Contract is terminated or expired in accordance with its terms.

10. INTELLECTUAL PROPERTY

10.1 Intellectual Property Rights. NH exclusively owns all property rights in the Material which are not

Intellectual Property rights. NH exclusively owns all Intellectual Property rights in: (a) Received Material that Contractor receives from NH; and (b) Produced Material, other than any Incorporated Material. If Contractor is an individual, Contractor hereby irrevocably waives in favour of NH and its successors and assigns, any and all moral rights that Contractor has or may have in the Produced Material. If Contractor is not an individual, Contractor will obtain from all authors of the Produced Material a written irrevocable waiver of all moral rights that such Persons have or may have in the Produced Material, and written confirmation that all right, title and interest in the Intellectual Property and proprietary rights that such Persons may have in any Produced Material, other than Incorporated Material, is vested in, assigned to and owned by NH. Upon NH's request, Contractor will deliver to NH documents satisfactory to NH evidencing the waiver of such moral rights and the ownership of such Intellectual Property and proprietary rights.

10.2 License Grant. Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, Contractor grants to NH: (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute such Incorporated Material; and (b) the right to sublicense to third parties the right to use, reproduce, modify and distribute such Incorporated Material.

10.3 Requests for Access. If Contractor receives a request for access to any of the Material from a Person other than NH, and this Contract does not require or authorize Contractor to provide that access, Contractor will promptly advise the Person to make the request to NH.

10.4 Right of Inspection. In addition to any other rights of inspection NH may have under statute, this Contract or otherwise, NH may at any reasonable time and on reasonable notice to Contractor, enter on Contractor's premises to inspect and, at NH's sole discretion, copy any of the Material and Contractor will permit, and provide reasonable assistance to, the exercise by NH of NH's rights under this Section.

10.5 Return of Materials. Upon termination of this Contract or at NH's request, Contractor will fully inform NH of all work performed in connection with this Contract and will immediately deliver all Material to NH.

11. CONFIDENTIALITY AND PROTECTION OF PERSONAL INFORMATION

11.1 Freedom of Information and Protection of Privacy Act. Contractor will comply with the provisions set out in the attached Privacy Schedule.

11.2 NH Confidential Information. Contractor will not disclose or permit the disclosure of any Confidential Information of NH to any third party or use any Confidential Information of NH for any purpose other than the performance of the Services. Contractor may disclose Confidential Information of NH only to those of its officers, employees, directors, agents and advisors who require it for the purposes of performing the Services and Contractor will cause each recipient of Confidential Information of NH to assume and comply with obligations of confidentiality equal to the obligations which Contractor has assumed under this Contract. Contractor will make reasonable security arrangements to protect the Confidential Information of NH from unauthorized access, collection, use, alteration or disposal.

11.3 Contractor Confidential Information. NH will use reasonable commercial efforts to hold in confidence any Confidential Information of Contractor that Contractor clearly designates as confidential at the time of disclosure, except to the extent NH is required or permitted to disclose such Confidential Information by Law, including under the provisions of FIPPA.

11.4 Disclosure to Province and Health Authorities. In recognition of NH's responsibility to the Ministry of Health Services and the Province of British Columbia for discharging its obligations including reporting obligations, any of NH and NH may at any time and from time to time disclose the terms of this Contract to NH's hospitals, health care centres, agencies, members of its staff and physicians and the Province of British Columbia and there will be no restriction on the use of such information by NH in respect of its own business and operations.

11.5 Breach of Confidentiality. Contractor will notify NH immediately of the disclosure of any of the terms of this Contract or any other NH's Confidential Information to any Person or entity. Contractor will cooperate with NH to prevent the recurrence of such disclosure and to the extent feasible, in recovering the disclosed information, including any copies. Without limiting the generality of the foregoing, Contractor acknowledges that the improper disclosure or use of NH's Confidential Information may give rise to irreparable injury to NH, inadequately compensable in damages and that accordingly NH will be entitled, in addition to any other legal remedies that may be available to it, to injunctive relief against the breach or threatened breach by Contractor of any provisions of this Section 11.

12. ASSIGNMENT AND SUBCONTRACTING

Contractor will not assign this Contract or any part hereof without the prior written consent of NH. Except for the approved subcontractors listed in Appendix 3, Contractor will not enter into any subcontract for any or all of the Services without the prior written consent of NH. If NH approves a subcontractor, Contractor will secure compliance and enforce, at its own expense for the benefit of NH, each of Contractor's contracts with subcontractors. Nothing in this Contract will create any contractual relationship between the subcontractor and NH. Contractor will be fully responsible to NH for the performance of the Services, for the acts, omissions and errors of all subcontractors and of Persons directly or indirectly employed or contracted by them, and for coordinating activities of the approved subcontractors. This Contract enures to the benefit of and binds the parties and their respective successors and permitted assigns.

13. GENERAL

13.1 Appendices. Appendices 1 to 7 attached to this Contract form an integral part of this Contract. In the event of any conflict between an Appendix and the main body of this Contract, the main body of this Contract will prevail except in the case of the Privacy Schedule, which will prevail over the main body of this Contract and any other Appendix.

13.2 Force Majeure. Neither party will be responsible or liable for any delay or failure to perform any of its obligations hereunder caused by an event or circumstance beyond the party's reasonable control (a "Force Majeure Event") including without limiting the generality of the foregoing acts of God, fire, flood, earthquake, acts of war, sabotage, strikes, lock-outs or other labour disruption. Any delay or failure of this kind will not be a breach of this Agreement and the time for performance will be extended by a period that is reasonable in the circumstances. A party claiming the benefit of this Section will use reasonable efforts to mitigate the effect of any Force Majeure Event and will promptly advise the other party of the date by which its performance may reasonably be expected to resume.

13.3 Governing Law. This Contract is governed by, and is to be enforced, construed and interpreted in accordance with, the laws of British Columbia and the laws of Canada applicable in British Columbia which will be deemed to be the proper law of this Contract.

13.4 Severability. Each provision of this Contract is several. If any provision of this Contract is or becomes illegal,

invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect: (a) the legality, validity or enforceability of the remaining provisions of this Contract; or (b) the legality, validity or enforceability of that provision in any other jurisdiction.

13.5 Time of Essence. Time is of the essence of this Contract.

13.6 Independent Contractor. Contractor is an independent contractor and supplies the Services hereunder as an independent contractor. Neither Contractor nor any Person employed by or associated with Contractor in the performance of the Services or otherwise is an employee of, or is in any way entitled to terms or conditions of employment or employment benefits of any kind whatsoever from NH.

13.7 Conflict of Interest. Contractor and its shareholders, directors, officers, agents, servants or employees will take all reasonable steps to ensure avoidance of all direct or indirect conflicts of interest (either actual or potential) between any of their individual interests and those of NH. If Contractor becomes aware of any reasonable possibility of any direct or indirect conflict, then Contractor will promptly disclose to NH the applicable facts and circumstances. Failure to resolve a conflict to the satisfaction of NH will constitute a material default by Contractor entitling NH to immediately terminate this Contract without liability to Contractor.

13.8 Written Waivers. No indulgence or forbearance by NH will be deemed to constitute a waiver of its rights to insist on performance in full and in a timely manner of all covenants of Contractor and any such waiver, in order to be binding upon NH, will be expressed in writing and signed by or on behalf of NH and then such waiver will only be effective in the specific instance and for the specific purpose for which it is given. A waiver of a breach or default under this Contract will not be a waiver of any other breach or default. The failure of a party to enforce compliance with any term or condition of this Contract will not constitute a waiver of such term or condition.

13.9 Further Assurances. Each party will execute and deliver promptly all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions of this Contract.

13.10 Counterparts. The parties may execute and deliver this Contract in any number of counterparts with the same effect as if the parties had signed and delivered the same document. All counterparts will be construed together to be an original and will constitute one and the same Contract. A party may deliver and execute a copy of this Contract by electronic means.

13.11 Remedies Cumulative. The rights and remedies under this Contract are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

13.12 Entire Contract and Amendments. This Contract and all documents contemplated by or delivered under or in connection with this Contract is the entire agreement between the parties with respect to the subject matter of this Contract and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings whether written or oral, express or implied, statutory or otherwise. This Contract may not be amended except by a written instrument signed by NH and Contractor.

13.13 Notices. All notices required or permitted to be given under this Contract will be in writing and will be deemed to have been duly given and to be effective (a) if delivered by hand or courier, at the time of delivery, or (b) if sent by facsimile or e-mail communication, on the next Business Day after the date of sending by facsimile or email, to the party at the address set out on the first page hereof or at such other address as the party to whom

the notice is sent has designated in accordance with the provisions of this Section.

13.14 Survival. Sections 1, 4.6, 4.7, 6 and 8 to 13 inclusive, will survive the expiration or termination of this Contract and will continue in full force and effect thereafter.

13.15 Independent Legal Advice. Contractor acknowledges and agrees that NH has recommended that Contractor obtain independent legal advice with respect to the subject matter of this Agreement and Contractor represents and warrants to NH that Contractor has sought independent legal advice or has freely elected not to obtain any such advice.

SIGNED AND DELIVERED ON BEHALF of the
Northern Health Authority

SIGNED AND DELIVERED ON BEHALF of sample

Dated at _____,
British Columbia this _____ day of _____
20____.

Dated at _____,
British Columbia this _____ day of _____
20____.

IN WITNESS WHEREOF THE PARTIES to this
Contract have duly executed this Contract as
of the date written above.

IN WITNESS WHEREOF THE PARTIES to this
Contract have duly executed this Contract as
of the date written above.

APPENDIX 1 SERVICES

APPENDIX 2 FEES AND EXPENSES

Fees - Maximum **\$1.00**:

Detailed fees

Expenses - Maximum **\$1.00**:

Detailed expenses

Payment dates:

Payment date information

Payment frequency: **Invoice**

Maximum amount: **\$2.00**

1. Holdback: we will holdback **0.00%** of the contract fees maximum amount until the services have been completed. No interest will be paid to the contractor on any holdbacks made in accordance with this appendix.
2. GST: the authority is subject to the goods and sales tax, unless specific exemptions exist for the services provided in this contract
3. Prior approval must be obtained and original receipts must be submitted for all expenses claimed

GST #:

APPENDIX 3 SUBCONTRACTORS

APPENDIX 4 INSURANCE

Comprehensive General Liability

1. The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the Northern Health Authority:

1.1 Automobile Liability on all vehicles owned, operated or licensed in the name of the Contractor, in an amount not less than \$2,000,000.

1.2 Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence, insuring against third party bodily injury, personal injury and property damage. The Northern Health Authority is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:

- .1 Products and Completed Operations Liability;
- .2 Owner's and Contractor's Protective Liability;
- .3 Blanket Written Contractual Liability;
- .4 Contingent Employer's Liability;
- .5 Personal Injury Liability;
- .6 Non-Owned Automobile Liability;
- .7 Cross Liability;
- .8 Employees as Additional Insured's;
- .9 Broad Form Property Damage; and
- .10 If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of the Northern Health Authority occupied by the Contractor

1.3 Professional Liability in an amount not less than \$2,000,000 insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this contract.

2. The foregoing insurance shall be primary and not require the sharing of any loss by any coverage provider and/or insurer of the Northern Health Authority.

3. The Contractor shall provide the Northern Health Authority with evidence of all required insurance prior to the commencement of the work or services. Evidence of insurance coverage as noted in items 1.1, 1.2 and 1.3 above, shall be in the form of the Certificate of Insurance attached. When requested by the Northern Health Authority, the Contractor shall provide certified copies of required policies.

4. All required insurance shall be endorsed to provide the Northern Health Authority with 30 days advance written notice of cancellation or material change.

5. The Contractor hereby waives all rights of recourse against the Northern Health Authority with regard to damage to the Contractor's property

6. The Contractor will comply generally with the Workers' Compensation Act and in particular will obtain and maintain during the term of this contract the necessary coverage for the Contractor's employees, and will, upon request by the Northern Health Authority, provide particulars of such coverage

WCB Number:.

CERTIFICATE OF INSURANCE

Part 1 To be completed by the Northern Health Authority

<i>This Certificate is requested by and issued to:</i>			
Authority's Contact Person Name and Title:		Contract #:	
		Phone #:	
		Fax #:	
Address:		Postal Code:	
Contractor Name			
Contractor Address		Postal Code:	

Part 2 To be completed by the Contractor's Agent or Broker

<i>And certifies that policies of insurance as herein described have been issued to the insured(s) named below and are in full force and effect as of the effective date of the agreement.</i>			
Insured	Name:		
	Address:		
Operations Insured:			
Type of Insurance	Company Name and Policy Number	Expiry Date (yyyy/mm/dd)	Limit of Liability/Amount
Comprehensive/ Commercial General Liability			Inclusive Limits \$
Automobile Liability (Owned or Leased Vehicles)			Primary \$ Excess \$
Umbrella Liability			Limits \$ Excess of \$
Professional Liability			Limits \$
Property			Details \$ \$
Other			Details \$ \$
These policies comply with the insurance requirements of the governing contract with the Northern Health Authority. It is understood and agreed that where required by the governing contract, the Northern Health Authority has been added as an additional insured and that thirty (30) days' notice of any material change or cancellation of any of the policies listed herein, either in part or in whole will be given by the insurers to the holder of the certificate.			
Agent or Broker Comments:			
Signed by the Contractor:		Date Signed (yyyy/mm/dd)	
Signed on behalf of the Contractor's Insurers:		Date Signed (yyyy/mm/dd)	

APPENDIX 5 ADDITIONAL TERMS

15.1 Additional Services

If Contractor determines that the number of hours required to perform the Services will exceed the number of hours set out in Appendix 2, Contractor will notify NH in advance and obtain written approval from NH for such additional hours

15.2 Equipment Standards and Maintenance

Contractor will maintain a high level of technological capital initiatives and will upgrade equipment and software solutions on a regular basis. Contractor will at its cost: (a) maintain all of the equipment used in connection with the performance of the Services in good working order at all times; (b) promptly make all necessary repairs thereto and replacements of such equipment; and (c) provide immediate replacement of any defective equipment.

15.3 Non-Resident Contractor

If Contractor is not a resident in Canada, NH is entitled to withhold income tax from the fees payable to Contractor and then to remit that tax to the Receiver General of Canada on Contractor's behalf. All amounts remitted to the Receiver General of Canada on Contractor's behalf will be deemed to have been made in satisfaction of the same amount due by Contractor under the Contract.

15.4 Hazardous Substances

Contractor will not, without the prior written consent of NH, bring, install, keep, maintain or use in or on any Facility or cause, authorize or permit any person to bring, install, keep, maintain or use any substances, materials, equipment or apparatus which is likely to cause material damage to any Facility, the generation, accumulation or migration of any hazardous substance or an adverse effect on the health or well-being of any staff, patients or visitors. Contractor will not dispose of or transport any biomedical waste outside of British Columbia without the prior written consent of NH.

15.5 Criminal Record Checks

Criminal Check Requirements -The Contractor and all employees and subcontractors covered by the terms of this contract who, in the fulfillment of the terms of the contract, work directly or have the potential of having unsupervised access to children in the ordinary course of employment or in the practice of an occupation, must comply with all requirements of the Criminal Records Review Act for all new and existing employees, even if an employee or subcontractor has completed a previous criminal record check. This requirement is in addition to other criminal record checks which may be required of employees as a condition of employment at the Contractor. New employees and subcontractors must not commence work until the results have been received on a signed Criminal Record Check Authorization Form.

15.6 Provincial Legislation and Regulations

In connection with the provision of the Services, the Contractor shall comply with any applicable municipal, federal and provincial legislation and regulations, and Ministry of Health Services Policies and Standards that regulate or affect the operations or activities of the Contractor.

15.7 HSCIS

All contracted Health Service Providers must comply with HSCIS reporting requirements, if they meet the following criteria: Member of HEABC (Health Employers Association of BC) or Receive more than \$250,000 annual funding

from the Ministry of Health or a Health Authority of BC. If not required to self-report HSCIS, Northern Health will require details regarding data on all workers in the health system , including wage rates, paid hours, and benefits information. A template will be provided for reporting the required information.

APPENDIX 6 REPORTING

required reporting:

APPENDIX 7

PRIVACY SCHEDULE

1. Purpose

The purpose of this Schedule is to: (a) enable NH to comply with its statutory obligations under the Act with respect to Personal Information; and (b) ensure that the Contractor is aware of and complies with its statutory obligations under the Act with respect to Personal Information.

2. Definitions

"Access Agreement" means an agreement between Personnel and the Contractor requiring the security of Personal Information.

"Act" means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time.

"Associate" has the meaning specified in the Act.

"Authorized Site" means Contractor's head office in British Columbia or at such other location in Canada as may be approved in writing by NH.

"Agreement" means the Agreement to which the Schedule is appended.

"Commissioner" means the BC Information and Privacy Commissioner appointed under the Act.

"Conflicting Foreign Order" means any order, subpoena, directive, ruling, judgement, injunction, award or decree, decision, request or other requirement issued from a foreign court, agency of a foreign state or other authority outside Canada or any foreign legislation the compliance with which would likely render NH or its employees in non-compliance with the Act.

"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.

"Foreign Access Conditions" means:

- (i) the Contractor must ensure that such access is limited to temporary access and storage for the minimum time necessary for the Permitted Purpose; and
- (ii) if such access is for the Permitted Purpose of data recovery, the Contractor must ensure such access is limited to access and storage only after the system failure has occurred.

"Permitted Purpose" means access to Records containing Personal Information that is necessary for:

- (i) installing, implementing, maintaining, repairing, trouble-shooting or upgrading an electronic system used by NH or by the Contractor to provide services to NH pursuant to the Agreement, or any equipment that includes an electronic system used by NH or by the Contractor to provide services to NH pursuant to the Agreement; or
- (ii) recovery of data (including Personal Information) undertaken following the failure of an electronic system used by NH or by the Contractor to provide services to NH.

"Personal Information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor or otherwise held on behalf of the Contractor as a result of the Agreement or any previous agreement between NH 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.

"Personnel" means any employees, agents, representatives or Associates of the Contractor who provide the Services or to whom access is made available to Personal Information for the purposes of fulfilling the Contractor's obligations under the Agreement.

"Records" includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information, including Personal Information, is recorded or stored by graphic, electronic,

mechanical or other means, but does not include a computer program or any other mechanism that produces records.

"Schedule" means this Privacy Schedule, as may be amended from time to time.

3. Interpretation

In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

4. Contractor Subject to the Act

(a) The Contractor must in relation to Personal Information comply with: (a) the requirements of the Act applicable to the Contractor, including any applicable order of the Commissioner under the Act; and (b) any direction given by NH under this Schedule. If NH learns of a Commissioner order applicable to the Contractor's services, it will notify the Contractor.

(b) 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.

5. Collection of Personal Information

(a) Unless the Agreement otherwise specifies or NH otherwise directs in writing, the Contractor may only collect, create or hold, on behalf of NH, Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

(b) The Contractor may only collect Personal Information if expressly authorized by the Agreement. Where authorized to do so, and unless the Agreement otherwise specifies or NH otherwise directs in writing, the Contractor will: (i) collect Personal Information directly from the individual the information is about; and (ii) tell an individual from whom the Contractor collects Personal Information the purpose for collecting it; the legal authority for collecting it; and the title, business address and business telephone number of the person designated by NH to answer questions about the Contractor's collection of Personal Information.

6. Accuracy of Personal Information

Where applicable to the Services provided by the Contractor pursuant to the Agreement, the Contractor will make every reasonable effort to ensure the accuracy and completeness of any Personal Information that comes into their custody pursuant to this Agreement and which may be used by the Contractor or NH to make a decision that directly affects the individual the information is about.

7. Receiving Requests for Access or Correction to Personal Information

If a request is received under the Act for access to, or correction of, Records that are in the custody of the Contractor but under the control of NH, the Contractor must promptly advise the person to make the request to NH and if NH has advised the Contractor of the name or title and contact information of an official of NH 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. The Contractor must provide the Records to NH for management by NH's Information and Privacy Officer. This will occur within a reasonable time frame to enable NH to comply with the Act. If a request is permitted by the Act, the Contractor will be responsible for providing the Records at the Contractor's expense to NH. If the Contractor is expressly authorized by the Agreement to manage the request for correction of records, the Contractor will do so in accordance with Section 8 of this Schedule.

8. Correction of Personal Information

The Contractor may only correct Personal Information if expressly authorized by the Agreement. Where authorized to do so, and unless the Agreement otherwise specifies or NH otherwise directs in writing:

(a) Within 5 business days of receiving a written direction from NH to correct or annotate any Personal

Information, the Contractor must annotate or correct the information in accordance with the direction.

(b) When issuing a written direction under paragraph (a), NH must advise the Contractor of the date the correction request to which the direction relates was received by NH in order that the Contractor may comply.

(c) Within 5 business days of correcting or annotating any Personal Information, 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 NH, the Contractor disclosed the information being corrected or annotated.

9. Control of and Rights in the Record

All right, title and interest in, and control and custody of, all Records will remain with NH. No interest or any right respecting the Record, other than as expressly set out herein, is granted to the Contractor under this Schedule, by implication or otherwise. If Personal Information is collected by the Contractor and transmitted to NH, such Personal Information is deemed to be under the control of NH.

10. Access to and Use of Personal Information

(a) The Contractor is hereby granted temporary access to Personal Information pursuant to the terms and conditions of this Schedule, for the sole and express purpose of fulfilling its obligations under the Agreement and for no other use or purpose except as required to comply with any Canadian statutory or other legal requirement, including an Order of a Canadian Court, although any disclosure of Personal Information remains subject to Section 12 of this Schedule. The Contractor will not copy or reproduce any written materials containing Personal Information without NH's prior written consent, as defined in the Terms and Conditions. Notwithstanding the foregoing, the Contractor may access Records containing Personal Information for a Permitted Purpose. However, if Records containing Personal Information are disclosed outside of Canada or accessed from outside of Canada, the Contractor must comply with the Foreign Access Conditions.

(b) The Contractor will not take any action to obtain access of any kind to any Personal Information from any location outside of Canada except for a Permitted Purpose or as permitted by the Act and then only subject to the Foreign Access Conditions and such other processes and access controls as may be imposed by NH.

(c) Except as otherwise permitted under this Schedule, the Contractor will not remove, physically, electronically or in other manner whatsoever from the authorized premises of NH, any Personal Information, without NH's prior written consent. Except as otherwise permitted under this Schedule, the Contractor will not store any Personal Information or permitted back-up copies of the Personal Information off-site unless expressly authorized by NH. Where authorized, the Contractor must store back-up records off-site in Canada under conditions that are the same as or better than on-site storage conditions for original Records.

(d) The Contractor will ensure that only Personnel who have entered into an Access Agreement may access the Personal Information. Unless approved by NH, the Contractor may not enter into any form of a Personal Information sharing relationship with any other party.

11. Return or Destruction of the Record Upon Request

(a) Unless the Agreement otherwise specifies, the Contractor must retain Personal Information until directed by NH in writing to dispose of it or deliver it as specified in the direction. Upon the request of NH for any reason whatsoever, and unless required to do otherwise in order to comply with any Canadian statutory or other legal requirement, including an Order of a Canadian Court, although any disclosure of Personal Information remains subject to Section 12 of this Schedule, the Contractor will deliver to NH or destroy promptly, according to NH's instructions, all documents or other Records in any form or format whatsoever in the Contractor's possession constituting or based upon Personal Information and will confirm that delivery or destruction to NH in writing. If, for any reason, the Contractor fails to return or destroy any Record in accordance with this Section 11, the Contractor's obligations pursuant to this Schedule will continue in full force and effect.

(b) In the event of destruction of electronic Personal Information by the Contractor, the following instructions will be adhered to:

- (i) Personal Information erasure may be accomplished by software erasure (where feasible) or by physical destruction of the media;
- (ii) Software erasure must be at a minimum to US DoD standard 5220.22-M (this standard is achievable through a number of products such as Norton WipeInfo);
- (iii) Physical destruction of paper media can be done by burning, by cross-cut shredding, or by pulping;
- (iv) Physical destruction of disc media can be done by use of tools such as hammers, band saws, or drills in order to render the device no longer useable; and
- (v) Some media such as diskettes can be run through a degausser in order to render them no longer readable.

12. Disclosure to Third Parties

Except as specifically permitted by NH in writing, the Contractor will not disclose and will not allow any Personnel to disclose in any manner whatsoever any Personal Information to any person, firm or corporation without the prior written consent of NH. The Contractor agrees that such consent will only be provided if such disclosure is permitted under the Act and the third party agrees, in writing, to be bound by the Act. If the Contractor or anyone to whom the Contractor transmits Personal Information pursuant to a Permitted Purpose, becomes legally compelled or otherwise receives a demand to disclose Personal Information other than as permitted by the Act, including without limitation pursuant to any Conflicting Foreign Order, the Contractor will not do so unless: (a) NH has been notified; (b) the parties have appeared before a Canadian Court; and (c) the Court has ordered the disclosure. Unauthorized disclosure is subject to penalties under the Act.

13. Privacy Representative

If required by NH, immediately upon execution of the Agreement the Contractor will appoint a representative to be responsible for the Contractor's compliance with this Schedule and the Act (the "Privacy Representative"). The Contractor will grant its Privacy Representative sufficient authority to communicate and execute documents on behalf of the Contractor as may be required from time to time for this purpose. The Contractor will promptly provide NH with the name of its Privacy Representative and will promptly notify NH of any change of its Privacy Representative.

14. Notice of Breach

- (a) 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 NH 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.
- (b) The Contractor will notify NH immediately of the disclosure of Personal Information to any person or entity not authorized by the Agreement to have such Personal Information, including full details of such disclosure. The Contractor will co-operate with NH in preventing the recurrence of such disclosure and to the extent feasible, in recovering the disclosed Personal Information, including any copies thereof.

15. Personnel Bound by the Act

- (a) The Contractor and NH hereby further acknowledge and agree that in order to fulfill its obligations under the Agreement or in connection with a Permitted Purpose it may be necessary for the Contractor to grant to Personnel access to Personal Information. The Contractor hereby agrees that:
 - (i) it will only make Personal Information available to Personnel to the extent it is necessary for the purpose of fulfilling the Contractor's obligations under the Agreement and for a Permitted Purpose;
 - (ii) it will not make Personal Information available to any Personnel while any such persons are physically located outside of Canada, except for a Permitted Purpose under the Foreign Access Conditions or as permitted by the Act;
 - (iii) if and whenever requested by NH, the Contractor will cause each of the Personnel providing services on

behalf of the Contractor under the Agreement to enter into an Access Agreement, in a form and substance acceptable to NH wherein the Personnel agree, among other things, to comply with the requirements of all Laws including in particular the requirements of the Act as if that person were originally bound by the Act; and (iv) NH is granted the right to demand that the Personnel who breached the obligation be removed from the provision of services pursuant to the Agreement.

The Contractor will be required to renew and refresh any or all such agreements from time to time at the reasonable request of NH.

(b) The Contractor will properly advise each of the Personnel providing services under the Agreement of the requirements of the Contractor under this Schedule and the Act. If requested by NH, the Contractor will provide and conduct specific ongoing training for all such individuals in form and substance reasonably satisfactory to NH. The Contractor acknowledges its obligations and, to the extent legally permissible, will address any non-compliance with this Agreement, by their staff, at their discretion.

(c) Notwithstanding the foregoing, the Contractor specifically assumes all responsibility for the Personnel and for the breach by any of them of any provision of the Act or this Schedule. The Contractor hereby agrees to defend, indemnify and hold harmless NH, and its directors and officers from and against any and all loss, cost, liability or expense suffered or incurred by NH, and its directors, officers, employees or representatives or any of them with respect to any breach or alleged breach by the Contractor of any of its covenants or obligations under this Schedule, or its non-compliance with the provisions of the Act.

(d) The Contractor will, upon request by NH, provide a copy of the access agreement, the process for executing the agreements and the list of staff associated with the client's project or initiative who have signed the agreement within the last 12 months.

16. Subcontractors

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.

17. Audit and Inspection

In addition to any other rights of inspection NH may have under the Agreement or under statute, the Contractor will permit NH and/or its representatives and agents to conduct periodic audits of Records related to performance by the Contractor and the Personnel and permitted subcontractors, if any, of the Contractor's obligations under this Schedule. The NH 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 its management of Personal Information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

18. Default

(a) In addition to any other rights of termination which NH may have under the Agreement or otherwise at law, NH 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.

(b) Without limiting the generality of the foregoing, the Contractor agrees that in addition to any other rights or remedies NH may have for material breach of this Schedule, NH has the right to an injunction or other equitable relief in any court of competent jurisdiction enjoining a threatened or actual material breach of this Schedule by the Contractor.

19. Termination

(a) Upon the expiration or earlier termination of the Agreement, the Contractor will promptly return to NH or destroy promptly, according to NH's instructions, all Records in the Contractor's possession pursuant to the Agreement, whether created by the Contractor or by others, constituting or based upon Personal Information and will confirm that delivery or destruction to NH in writing.

(b) In the event of a change to the Act or any other applicable privacy legislation or the issuance of a directive or policy by the government of the Province of British Columbia or a finding or report by the Commissioner, such that NH reasonably considers that the terms and conditions of the Agreement for the protection of Personal Information are deficient, NH and the Contractor will enter into good faith negotiations in an effort to cure any deficiency and agree to new or amended terms of the Agreement such that it is no longer deficient. Should such negotiations fail, NH may terminate all or any portion of the Agreement in accordance with the termination requirements in the Agreement, upon provision of written notice to the Contractor or upon such other future date as NH may specify in writing in such notice.

20. No Withholding

The Contractor will not be entitled to, and hereby waives any and all right to, withhold any Personal Information from NH to enforce any alleged payment obligation or in connection with any dispute relating to the terms of the Agreement or any other matter between NH and the Contractor.

21. Investigation

The Contractor will co-operate with any NH investigation of a complaint that NH's Personal Information has been used contrary to the Act or this Schedule.

22. Storage and Access to Personal Information

The Contractor will maintain Personal Information only at an Authorized Site. Except in relation to a Permitted Purpose under Foreign Access Conditions, no services that require access to Personal Information will be provided or performed by the Contractor in any location outside Canada and no Personal Information may be stored, transmitted or otherwise made available in any manner or accessed from outside Canada and no person outside Canada will have access in any manner to Personal Information except as expressly approved by NH in writing. The Contractor will notify NH prior to changing the Authorized Site.

23. Segregation of Data

The Contractor will take reasonable steps to ensure that all Personal Information is securely segregated from any information owned by the Contractor or third parties, including access barriers, physical segregation, password authorization and public key encryption systems. The Contractor must store Personal Information on agreed-upon media using techniques enabling access only by authorized persons, including encryption and compression of Personal Information.

24. Protection of Personal Information

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.

25. Paramountcy

(a) The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 25 (b), the law of any jurisdiction outside Canada or any conflicting Foreign Order.

(b) 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.

(c) The Contractor acknowledges that NH is subject to the Act.

(d) The Contractor will immediately inform NH if the Contractor or any of the Personnel receive any Conflicting Foreign Order.

26. Survival

The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

27. Amendment

Upon enactment of any British Columbia law or regulation or amendment to such law or regulation affecting the use or disclosure of Personal Information, or the publication of any decision of a British Columbia court relating to such law or regulation, or the publication of any interpretive policy or opinion of any government agency charged with the enforcement of any such law or regulation, NH, by written notice to the Contractor, may specify the amendment of this Schedule in such manner as NH reasonably determines necessary to comply with such law or regulation to the extent such law or regulation is directly applicable and enforceable against the Contractor. This provision is additional to any rights of NH to terminate pursuant to Section 19(b) of this Schedule.

28. Inconsistency

If a provision of the Agreement (including any direction given by NH 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. Where in NH's reasonable opinion, there is ambiguity regarding whether a provision conflicts, the conflicting provision will be inoperative to the extent determined by NH. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or the law of any jurisdiction outside Canada.

29. Specific Covenants – Personal Information Handling

The Contractor will:

- (a) take a physical inventory, at least annually, of all Personal Information, to identify any losses;
- (b) ensure that access systems require individual user identification to be unique and re-authenticated each time access is made to the Personal Information ;
- (c) implement appropriate controls for the issue, change, cancellation, and audit-process of user identifications and authentication mechanisms;
- (d) ensure authentication codes and passwords are confidential, are pseudo-random in nature or vetted through a verification technique designed to counter triviality and repetition, are no fewer than 6 characters in length, are one-way encrypted, are excluded from automatic log-in procedures and are changed irregularly and at least semi-annually;
- (e) maintain and implement formal procedures for terminated employees, agents, representatives and Associates who have had access to Personal Information; and
- (f) design and implement an automated, always-on auditing system which can be accessed by NH to monitor access to and use of Personal Information, which system creates an audit trail that automatically records the identity of anyone who accesses Personal Information, recording the date and time of access, and which flags access or access attempts that fall outside set criteria (e.g. access outside regular business hours).

30. Excluded Records – Health Care Contractor

This Schedule does not apply to any information, documents or records that:

- a) do not contain Personal Information;
- b) relate solely to the Contractor's internal administration, finances or management, unless they contain Personal Information about an individual other than the Contractor's own employees, officers, directors, agents, service providers, suppliers or contractors;
- c) relate solely to the Contractor's internal labour and employment matters, unless they contain Personal

Information about an individual other than the Contractor's own employees, officers, directors, agents, service providers, suppliers or contractors; or

d) NH and the Contractor have expressly agreed in writing fall outside the scope of this Schedule.