

# STUDENTAID BC CONTACT CENTRE SERVICE AGREEMENT



## *For Administrative Purposes Only*

Ministry Contract No.: C13/4331

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

Solicitation No.(if applicable): RFP # ON-002228

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

### *Contractor Information*

Supplier Name: D+H LIMITED PARTNERSHIP

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

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

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

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

### *Financial Information*

Client: 019

Responsibility Centre: 11220

Service Line: 18600

STOB: 8001

Project: 1130470

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Responsibility Centre: \_\_\_\_\_

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## TABLE OF CONTENTS

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

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70

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

**SCHEDULE A – SERVICES**

**SCHEDULE B – FEES AND EXPENSES**

**SCHEDULE C – APPROVED SUBCONTRACTOR(S)**

**SCHEDULE D – INSURANCE**

**SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

**SCHEDULE F – ADDITIONAL TERMS**

**SCHEDULE G – SECURITY SCHEDULE**

# StudentAid BC Contact Centre Service Agreement

THIS AGREEMENT is dated for reference the 31 day of AUGUST, 2012.

BETWEEN:

D+H LIMITED PARTNERSHIP (the "Contractor") a limited partnership registered in British Columbia under Registration No. S21 with the following specified address and fax number:  
939 Eglinton Avenue East, Suite 201  
Toronto, Ontario M4G 4H7  
Fax: 416-696-8308

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Advanced Education (the "Province") with the following specified address and fax number:

StudentAid BC  
Ministry of Advanced Education  
Courier Address:  
1st floor, 835 Humboldt Street  
Victoria, BC V8V 4W8  
Mailing Address:  
PO Box 9173 Stn Prov Govt  
Victoria, BC V8W 9H7  
Fax: 866-312-3322

WHEREAS:

- a. The Province issued Request for Proposal Number ON-002228 dated March 26, 2012 (the "RFP") for a Call Centre for the StudentAid Program;
- b. In response to the RFP, the Contractor submitted the Proposal dated May 9, 2012 (the "Proposal") and the Contractor was the successful proponent; and
- c. Further to the RFP and the Proposal, the Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

NOW THEREFORE, the Province and the Contractor agree as follows:

## 1 DEFINITIONS

### General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Contractor Training Materials as defined in Schedule A and the Incorporated Material;

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- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person, including the Province Training Materials as defined in Schedule A;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4 and, for the purposes of this Agreement, any reference to "Subcontractor" or "subcontractor" includes a person retained by the Contractor to perform a client satisfaction survey under section 3.2(h) of Part 2 of Schedule A; and
- (h) "Term" means the Initial Term and the Renewal Term, if any, described in sections 2.1 and 2.2 of Part 1 of Schedule A, unless sooner terminated in accordance with this Agreement.

#### Meaning of "record"

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

## 2 SERVICES

#### Provision of services

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

#### Term

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

#### Supply of various items

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

#### Standard of care

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

#### Standards in relation to persons performing Services

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

#### Instructions by Province

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

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#### Confirmation of non-written instructions

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

#### Effectiveness of non-written instructions

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

#### Applicable laws

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

### 3 PAYMENT

#### Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor, in full payment and reimbursement for providing the Services, at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;
- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

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

#### Statements of accounts

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

#### Withholding of amounts

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

#### Appropriation

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

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## Currency

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

## Non-resident income tax

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

## Prohibition against committing money

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

## Refunds of taxes

3.8 The Contractor must:

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

## 4 REPRESENTATIONS AND WARRANTIES

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

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

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## **5 PRIVACY, SECURITY AND CONFIDENTIALITY**

### **Privacy**

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

### **Security**

5.2 The Contractor must:

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

### **Confidentiality**

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

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

### **Public announcements**

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

### **Restrictions on promotion**

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

## **6 MATERIAL AND INTELLECTUAL PROPERTY**

### **Access to Material**

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

### **Ownership and delivery of Material**

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

### **Matters respecting intellectual property**

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

- (a) Received Material that the Contractor receives from the Province; and

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- (b) Produced Material, other than any Incorporated Material.

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

#### Rights in relation to Incorporated Material

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

### 7 RECORDS AND REPORTS

#### Work reporting

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

#### Time and expense records

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

### 8 AUDIT

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

### 9 INDEMNITY AND INSURANCE

#### Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

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## Insurance

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

## Workers compensation

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

## Personal optional protection

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

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

## Evidence of coverage

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

## 10 FORCE MAJEURE

### Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

### Consequence of Event of Force Majeure

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

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## Duties of Affected Party

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

## 11 DEFAULT AND TERMINATION

### Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

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

### Province's options on default

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

### Delay not a waiver

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

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#### Province's right to terminate other than for default

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

#### Payment consequences of termination

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

#### Discharge of liability

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

#### Notice in relation to Events of Default

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

## 12 DISPUTE RESOLUTION

#### Dispute resolution process

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

#### Location of arbitration or mediation

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



#### Costs of mediation or arbitration

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

### 13 MISCELLANEOUS

#### Delivery of notices

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

#### Change of address or fax number

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

#### Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.

#### Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person, including retaining a third party to perform a client satisfaction survey under section 3.2(h) of Part 2 of Schedule A, without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
  - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

#### Waiver

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

#### Modifications

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

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#### Entire agreement

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

#### Survival of certain provisions

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

#### Schedules

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

#### Independent contractor

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

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

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

#### Personnel not to be employees of Province

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

#### Key Personnel

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

#### Pertinent information

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

#### Conflict of interest

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

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## Time

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

## Conflicts among provisions

- 13.16 Conflicts among provisions of the following documents will be resolved in accordance with the following order of precedence unless expressly stated otherwise:
- (a) first, the body of this Agreement;
  - (b) second, any schedule attached to this Agreement
  - (c) third, any document attached to or incorporated by reference into a schedule attached to this Agreement;
  - (d) fourth, the Province Training Materials defined in section 1.1 of Part 1 of Schedule A
  - (e) fifth, the RFP; and
  - (f) sixth, the Proposal.

## Agreement not permit nor fetter

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

## Remainder not affected by invalidity

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

## Further assurances

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

## Additional terms

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

## Governing law

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

## 14 INTERPRETATION

- 14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;


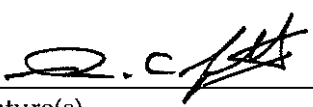

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- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute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

## 15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>30<sup>th</sup></u> day of <u>August</u>, 20<u>12</u> on behalf of D+H Limited Partnership, by its general partner Davis + Henderson G.P. Inc.:</p> <div style="text-align: center;">         _____        Signature(s)     </div> <div style="text-align: center;"> <b>Yves Denomme</b>  <b>EVP, Operations</b>        _____        Print Name(s)     </div> <div style="text-align: center;">       _____        Print Title(s)     </div> <div style="text-align: center;">         _____        Signature(s)     </div> <div style="text-align: center;"> <b>Bob NOFTALL</b>        _____        Print Name(s)     </div> <div style="text-align: center;"> <b>SUP HR + CORP AFFAIRS</b>        _____        Print Title(s)     </div>	<p>SIGNED on the <u>31</u> day of <u>August</u>, 20<u>12</u> on behalf of the Province by its duly authorized representative:</p> <div style="text-align: center;">         _____        Signature     </div> <div style="text-align: center;"> <u>Colon Fowler</u>        _____        Print Name     </div> <div style="text-align: center;"> <u>Exec Director &amp; CFO</u>        _____        Print Title     </div>
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## Schedule A – Services

### PART 1 OF SCHEDULE A

#### 1.0 Additional Definitions

1.1 In addition to the definitions in section 1.1. of the body of this Agreement, the following definitions will apply in this Agreement unless the context otherwise requires:

- (a) "Client" means any caller to SABC, whether it is a student who wishes to apply for financial assistance or has applied for financial assistance, a borrower in repayment status, or a member of the public seeking general information about the programs and services available through SABC. Clients may also be individuals who have been given "release of information" status on an application for financial assistance;
- (b) "Complex Enquiry" means an enquiry that involves information that is not provided in the Province Training Materials;
- (c) "Contact Centre Agent" means an individual employed or retained by the Contractor to handle incoming or outgoing Client calls for the SABC Contact Centre;
- (d) "Contract Documents" means collectively the Province Training Materials, the RFP, the Proposal and any other document which is stated to be or become a Contract Document under this Agreement and, where the context requires, includes this Agreement;
- (e) "Contract Launch Date" means October 1, 2012;
- (f) "Contractor Training Materials" means the training materials produced by the Contractor pursuant to section 3.6 of Part 2 of this Schedule;
- (g) "Data Capture" means the requirement of the Contact Centre Agent to record information in the SABC Systems on each enquiry they handle in accordance with Appendix 1 to this Schedule and, if applicable, the Province Training Materials;
- (h) "Demarcation Point" means the SABC access router to which the Contractor connects to access the SABC Systems;
- (i) "Effective Date" means September 1, 2012;
- (j) "General Enquiry" means an enquiry that can be answered from the information provided in the Province Training Materials;
- (k) "Initial Term" has the meaning described in section 2.1 of Part 1 of this Schedule;
- (l) "IVR System" or "Integrated Voice Response telephone system" means the Province's telephony system that the Client will enter to browse for SABC program or services information or be directed to a Contact Centre Agent, as modified or replaced by the Province from time to time;
- (m) "IVR Vendor" means the contractor of the Province responsible for providing IVR services and technology;
- (n) "Operational Period" means the period commencing on Contract Launch Date and continuing for the remainder of the Term;
- (o) "Performance Standards" means the performance standards described in Appendix 1 to this Schedule;

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- (p) "Program Year" means the period commencing on the 1<sup>st</sup> day of August and ending on the 31<sup>st</sup> day of July in the following year;
- (q) "Province Training Materials" means the training materials provided by the Province to the Contractor pursuant to section 3.5 of Part 2 of this Schedule;
- (r) "Renewal Term" has the meaning described in section 2.2 of Part 1 of this Schedule;
- (s) "SABC Contact Centre" means a physical place and first point of contact into SABC by way of an IVR telephone system handling incoming calls, including screening calls and call forwarding, and logging calls from Clients;
- (t) "SABC" means StudentAid BC or the Student Services Branch of the Ministry of Advanced Education, as the context requires;
- (u) "SABC Contact Centre Services" means the Services described in section 3.0 Part 2 of this Schedule;
- (v) "SABC Systems" means the SFAS or the SAIL system, or both, as modified or replaced by the Province from time to time;
- (w) "SAIL" means the Province's Student Aid Internet Loan system consisting of the web-based database and assessment system containing personal and confidential records of every student who applies for part-time financial assistance, as modified or replaced by the Province from time to time;
- (x) "SFAS" means the Province's Student Financial Assistance System consisting of the database and assessment system containing personal and confidential records of every student who applies for full-time financial assistance through an online and paper application process, as modified or replaced by the Province from time to time;
- (y) "Transition Period" means the period commencing on the Effective Date and ending on September 30, 2012;
- (z) "Transition Services" means the Services described in section 2.0 of Part 2 of this Schedule; and
- (aa) "Warm Transfer" means a customer-friendly hand-off approach to a SABC representative that announces the caller and provides some background information prior to releasing the caller.

## 2.0 Term

- 2.1 Subject to section 2.2 of this Part, this Agreement will be deemed to commence on September 1, 2012, notwithstanding the actual date of execution or delivery of this Agreement, and will end on September 30, 2016 (the "Initial Term") unless sooner terminated in accordance with the provisions of this Agreement.
- 2.2 After the Initial Term, the Province may renew this Agreement for an additional two-year period (the "Renewal Term"), on the terms and conditions then in effect subject only to an adjustment to the fees described in Schedule B based on the percentage rate of change in the Consumer Price Index (All-Items) during the Initial Term as reported by Statistics Canada for Ontario, by giving to the Contractor written notice of renewal no later than 120 days prior to September 30, 2016.

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### **3.0 Contract Manager**

- 3.1 The Province designates the following person as the Province's Contract Manager with responsibility for managing all aspects of this Agreement on behalf of the Province:

**Director of Student Services Branch.**

- 3.2 The Contractor designates the following person as the Contractor's Contract Manager with responsibility for managing all aspects of this Agreement on behalf of the Contractor:

**Client Manager, Client Relations**

- 3.3 Either Party may, from time to time, advise the other by notice in writing of any change in that Party's Contract Manager.

### **4.0 Governance Structure**

- 4.1 During the Term, the Contractor's Contract Manager will meet with the Province's Contract Manager, by conference call, on a bi-weekly basis and as otherwise requested by the Province from time to time, to review and report on delivery of the SABC Contact Centre Services.

## **PART 2 OF SCHEDULE A**

### **1.0 Services**

- 1.1 The Contractor will, to the satisfaction of the Province, provide the Services in accordance with its obligations set out in this Schedule A and the Contract Documents during the Term and for the fees described in Schedule B.
- 1.2 As part of the Services, the Contractor will provide:
- (a) the Transition Services during the Transition Period; and
  - (b) the SABC Contact Centre Services during the Operational Period.

### **2.0 Transition Services**

- 2.1 During the Transition Period, the Contractor will:
- (a) acquire, set up, deploy, configure and enhance the technical infrastructure necessary for the provision of the SABC Contact Centre Services, including for the provision of the Contractor's access to the SAIL system; and
  - (b) hire and train all Contact Centre Agents, supervisors and other personnel necessary for the provision of the SABC Contact Centre Services, including for their access and use of the SAIL system.
- 2.2 Subject to section 2.3 of this Part, during the Transition Period, the Province will provide the Contractor with one (1) training session for the trainers and supervisors of the SABC Contact Centre on:
- (a) access and use of the SABC Systems, including the SAIL system; and
  - (b) any changes to SABC student financial assistance programs or services for the 2012/2013 Program Year.
- 2.3 The Contractor will pay for the costs associated with having two (2) SABC trainers from Victoria attend at the Contractor's premises to provide the training described in section 2.2 of this Part. The travel costs will

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be based on the Government of British Columbia's policies for travel expenses for Group 1 employees as specified from time to time in the Province's Core Policy and Procedures Manual ([www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/CPMtoc.htm](http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/CPMtoc.htm)).

2.4 By the end of the Transition Period, the Contractor will provide to the Province materials satisfactory to the Province, acting reasonably, relating to the following matters:

- (a) detailed policies and procedure materials, including workflows, for use by Contact Centre Agents and supervisors in providing SABC Contact Centre Services, including responding to Client enquiries;
- (b) training materials on SABC student financial assistance programs and services;
- (c) a quality assurance and monitoring plan to include an ongoing Client satisfaction survey;
- (d) a plan for technology acquisition, deployment, testing, support and maintenance for delivery of the SABC Contact Centre Services;
- (e) a plan for technology implementation for the SABC Contact Centre, including without limitation access to the SAIL system; and
- (f) a plan to address transition of SABC Contact Centre Services at the conclusion of this Agreement.

### 3.0 SABC Contact Centre Services

3.1 During the Operational Period, the Contractor will provide the SABC Contact Centre Services including the following:

- (a) operating the SABC Contact Centre to provide for the efficient and seamless handling of incoming telephone calls from Clients through the IVR System regarding all SABC student financial assistance programs and services;
- (b) acting as the first point of contact for SABC when a Client calls SABC at the number(s) provided by the Province and the Client is entered into the IVR System. If the Client selects to speak to a Contact Centre Agent, the call will be routed directly to a number to be provided by the Contractor;
- (c) providing first contact resolution on general and complex enquiries from Clients as follows:
  - (i) if a call is considered to be a General Enquiry, the Contractor will respond to the enquiry and perform Data Capture on the call within the SABC Systems, and
  - (ii) if a call is considered to be a Complex Enquiry and the Contractor is unable to respond to the question, the Contractor will direct the call to SABC by either using a Warm Transfer, logging a call back into the SABC Systems for response by SABC or taking such steps as otherwise indicated in the Province Training Materials, and will perform Data Capture on the call within the SABC Systems; and
- (d) providing the SABC Contact Centre Services:
  - (i) in accordance with the Province Training Materials,
  - (ii) in a manner that accommodates any changes that are made from time to time by the Province to SABC student financial assistance programs or services, or to the access or use of the SABC Systems, and that are identified in the Province Training Materials, including the training of Contact Centre Agents and the updating of Contractor Training Materials in regards to such changes in accordance with sections 3.6 through 3.11 of this Part, and

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(iii) in a manner that meets or exceeds the Performance Standards.

3.2 Without limiting section 3.1 of this Part, the Contractor will, in performing the SABC Contact Centre Services:

- (a) maintain a consistent Client interface by ensuring that all contact with Clients, whether written or verbal, is made under the name of "StudentAid BC" and that the logo and toll-free numbers of the Ministry of Advanced Education and SABC, as well as the SABC website, are included in all communication with Clients, where applicable;
- (b) ensure SABC Contact Centre Services are made available to Clients, without interruption, from 8:30 am to 4:30 pm Pacific Time, Monday through Friday, except for statutory holidays observed in British Columbia or, where such statutory holidays fall on a weekend, the Business Day following such statutory holiday;
- (c) provide a sufficient number of dedicated in-coming telephone lines to accommodate Client telephone calls transferred from the IVR System and to meet or exceed the Performance Standards;
- (d) provide the services of a Contact Centre Agent acting as a live operator between the hours stated in subsection (b);
- (e) ensure that all Contact Centre Agents have access to the websites that Clients will need to access, including those websites identified in the Province Training Materials;
- (f) ensure that Contact Centre Agents are knowledgeable with SABC student financial assistance programs and services that are identified in the Province Training Materials;
- (g) ensure that Contact Centre Agents are notified in a timely manner and can accommodate without disruption to the handling of Client enquiries any closures or changes to SABC office hours or processes or SABC staff availability, which closures or changes are notified by the Province to the Contractor at least 15 minutes in advance, in writing;
- (h) ensure that, at least twice annually, a neutral third party, retained by the Contractor with the Province's prior written approval, performs a Client satisfaction survey in accordance with the requirements described in Appendix 1 attached to this Schedule and the Proposal, and using any additional criteria as determined by the Contractor with the Province's prior written approval, and the Contractor will provide to the Province, electronically, as soon as available, the results of the Client satisfaction survey;
- (i) ensure that all Contact Centre Agents are proficient in the English language; and
- (j) for greater certainty, be responsible for the costs associated with impacts on the delivery of SABC Contact Centre Services, including the training of Contact Centre Agents and the updating of Contractor Training Materials, resulting from changes to the SABC student financial assistance programs or services or changes to the access or use of the SABC Systems identified in the Province Training Materials.

#### ***SABC Contact Centre Location***

3.3 The Contractor will provide adequate facilities for the SABC Contact Centre that will accommodate the Contact Centre Agents and the technical infrastructure required to provide the SABC Contact Centre Services. The SABC Contact Centre must be located in Canada and meet all security requirements described in Schedule G (Security Schedule).

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- 3.4 As of the Contract Launch Date, the SABC Contact Centre will be located at 2 Robert Speck Parkway, Mississauga, Ontario. The Contractor will notify the Province in writing of any proposed change to the location of the SABC Contact Centre.

### *Training*

- 3.5 The Province will:

- (a) each year during the Term for the purposes of the Contractor's annual training sessions referred to in section 3.7 of this Part, provide the Contractor with such training materials and training sessions for the trainers and supervisors of the SABC Contact Centre, as the Province considers necessary, on all SABC student financial assistance programs and services, access and use of the SABC Systems, and how Client enquiries are to be managed for all SABC student financial assistance programs and services; and
- (b) from time to time as determined by the Province, provide the Contractor with such updates to the training materials described in subsection (a), as the Province considers necessary, in regards to any changes to the SABC student financial assistance programs or services or any changes to the access or use of the SABC Systems for the current or upcoming Program Year;

(all materials provided by the Province to the Contractor pursuant to this section being collectively referred to as the "Province Training Materials").

- 3.6 The Contractor will produce:

- (a) such training materials, as required, for the Contractor's annual training sessions referred to in section 3.7 of this Part based on the Province Training Materials on the following matters:
  - (i) all SABC student financial assistance programs and services,
  - (ii) how to access and use the SABC Systems, and
  - (iii) how Client enquiries are to be managed for all SABC student financial assistance programs and services; and
- (b) from time to time as required, written updates to the materials described in subsection (a), as required, in regards to any changes to SABC student financial assistance programs or services or any changes to the access or use of the SABC Systems identified in the Province Training Materials;

(all materials produced by the Contractor pursuant to this section being collectively referred to as the "Contractor Training Materials").

- 3.7 The Contractor will:

- (a) each year during the Term before the start of the Program Year, conduct an annual training session for its Contact Centre Agents in regards to the SABC Contact Centre Services, and provide Contact Centre Agents with the materials described in section 3.6(a) of this Part; and
- (b) from time to time as required, provide Contact Centre Agents with the additional written updates described in section 3.6(b) of this Part in regards to any changes to SABC student financial assistance programs or services or any changes to the access or use of the SABC Systems identified in the Province Training Materials.

- 3.8 The Contractor will pay for the costs associated with having two (2) SABC trainers from Victoria attend at the Contractor's premises for the Province's annual train the trainers and supervisors training sessions referred to in section 3.5 of this Part. The travel costs will be based on the Government of British

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Columbia's policies for travel expenses for Group 1 employees as specified from time to time in the Province's Core Policy and Procedures Manual ([www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/CPMtoc.htm](http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/CPMtoc.htm)).

- 3.9 The Contractor will ensure it maintains a designated in-house trainer who will act as a training expert for the Contractor.
- 3.10 The Contractor will conduct such additional training sessions for its Contact Centre Agents, from time to time as required, in regards to any changes to SABC student financial assistance programs or services or any changes to the access or use of the SABC Systems identified in the Province Training Materials.
- 3.11 At the meetings described in section 4.1 of Part 1 of this Schedule, the Province may provide the Contractor's Contract Manager with such feedback as the Province considers necessary on both the delivery of the SABC Contact Centre Services and the information conveyed in the Contractor's training materials. The Contractor will ensure that any such feedback provided by the Province is conveyed to the appropriate training staff.

#### *Plans*

- 3.12 By September 30 of each year or such other date as agreed to by the parties, the Contractor will provide to the Province the following materials or updates to such materials if previously provided to the Province under this Agreement:
- (a) training materials on SABC student financial assistance programs and services produced for the annual training session pursuant to section 3.6 of this Part;
  - (b) training materials on how to use the SABC Systems produced for the annual training session pursuant to section 3.6 of this Part;
  - (c) a quality assurance and monitoring plan for review of Contact Centre Agents' performance, which includes an ongoing Client satisfaction survey;
  - (d) an annual staffing plan which addresses current and projected staffing requirements for the SABC Contact Centre, and how SABC Contact Centre Services will be delivered to meet the Performance Standards over the next year; and
  - (e) access to the Contractor's business continuity plan that ensures that a disruption in SABC Contact Centre Services does not exceed 48 hours and that establishes contingencies and plans to recover from potential disasters.

#### *Technical Delivery*

- 3.13 The Contractor will provide, maintain, support and upgrade all aspects of the SABC Contact Centre technical infrastructure required to deliver the SABC Contact Centre Services in accordance with this Agreement and will ensure that the SABC Contact Centre technical infrastructure is compatible to the extent required with the Province technical infrastructure described in section 3.14 of this Part.
- 3.14 The parties acknowledge and agree as follows:
- (a) the Province will provide the inbound telephone toll-free and local numbers for a Client to contact SABC;
  - (b) the Province will own the SABC System and IVR System software and databases, including all information contained therein;
  - (c) the Province will provide the Contractor and its Contact Centre Agents with access to the SABC Systems (except during the Province's maintenance windows);

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- (d) the Province will be responsible for operating, maintaining and upgrading the SABC Systems and databases and will create IDs and passwords for the Contractor;
- (e) the Province will be responsible for operating, maintaining and upgrading the IVR System;
- (f) the Province will host and own any domain names related to SABC;
- (g) the Province will provide connectivity up to the Province's side of the Demarcation Point; and
- (h) all other hardware, software or networks not owned or provided by the Province under this Agreement are the responsibility of the Contractor. For greater certainty and without limiting section 9.1 of the body of this Agreement, in the event that any hardware, software or networks under the responsibility of the Contractor directly or indirectly cause any damage to or compromise any of the Province's hardware, software or networks, the Contractor will indemnify the Province (and its employees and agents) in accordance with section 9.1 of the body of this Agreement..

3.15 Without limiting section 3.13 of this Part, the Contractor will:

- (a) provide connectivity up to the Contractor's side of the Demarcation Point;
- (b) provide all elements of the necessary call handling technology for the SABC Contact Centre including technology that delivers:
  - (i) automated call director (ACD) capabilities, and
  - (ii) Contact Centre Agent, supervisor and administrator workstations;
- (c) deploy technology for the SABC Contact Centre as described in the Contractor's Proposal that includes:
  - (i) smooth transition of calls from the SABC Contact Centre to SABC,
  - (ii) information-feedback/call measurement systems that keep Contact Centre Agents aware of current call length, number of calls in the Agent queue, and average wait time of Clients in the Agent queue,
  - (iii) music for Clients between average wait time messages while in the Contact Centre Agent queue,
  - (iv) after-hours messages,
  - (v) real-time expected wait time messages for Clients on hold,
  - (vi) on-hold messages,
  - (vii) Contact Centre Agent queue management,
  - (viii) call transfer, both warm and cold transfer between Contact Centre Agents, skillgroups and SABC representatives,
  - (ix) quality call recording (rules based sampling),
  - (x) workforce management and scheduling,

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- (xi) SABC Contact Centre reporting (current call length, number of calls in the queue, average wait time of callers in the queue, etc.), and
  - (xii) seamless integration and interoperability of the IVR System and the Contact Centre Agent queue as further described in section 3.17 of this Part,
- (paragraphs (iii), (v) and (xii) being subject to section 3.16 of this Part);
- (d) for greater certainty, be responsible for all costs related to the voice and data networks on its side of the Demarcation Point;
  - (e) ensure that the Contractor's system functionality does not unduly add risk in the context of system performance or system vulnerability through integrating different components or assemblies of components;
  - (f) provide, maintain, support and upgrade the necessary computer equipment as required for the provision of the SABC Contact Centre Services that will to the extent required be compatible with the Province's standards for workstations as established from time to time (and which can be viewed at [www.cio.gov.bc.ca/local/cio/standards/documents/standards/standards\\_manual.pdf](http://www.cio.gov.bc.ca/local/cio/standards/documents/standards/standards_manual.pdf)) including:
    - (i) providing sufficient desktop computers or equivalent thin clients for the provision of the SABC Contact Centre Services with applications compatible with those of SABC,
    - (ii) ensuring all workstations are capable of HP 70092 or HP 70096 terminal emulation to access the existing inform application,
    - (iii) ensuring all workstations are capable of running the latest version of Windows Explorer (7 or higher) to access the SABC Systems, and
    - (iv) providing all Local Area Network connectivity;
  - (g) ensure that it has in place all the necessary arrangements and licenses with third parties to ensure that it can fully perform the SABC Contact Centre Services, including but not limited to licenses for all software used in providing the SABC Contact Centre Services;
  - (h) provide, support, maintain and upgrade the hardware, software and networks necessary for the SABC Contact Centre; and
  - (i) implement a disaster recovery program in accordance with the plan submitted under section 3.12(e) of this Part.
- 3.16 The Province acknowledges that the Contractor's technology platform as described in the Contractor's Proposal will not include the functionality as described in paragraphs (iii), (v) and (xii) of section 3.15(c) by the Contract Launch Date. The Contractor will work with the Province to provide this functionality within the first two years of the Term, and will ensure that it deploys the technology described in the afore-mentioned paragraphs by October 1, 2014 and for the remainder of the Term.
- 3.17 The Contractor will work with the Province over the first two years of the Term to provide and maintain, and will ensure that it provides and maintains by October 1, 2014 and for the remainder of the Term, seamless integration and interoperability of the IVR System and the Contact Centre Agent queue with the Government of British Columbia's Unified Communications as described in Appendix 2 to this Schedule, including the following:
- (a) ensure that Contact Centre Agents may be added, presence information provided, and other Unified Communications functionality may be enabled and provided;

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- (b) provide cradle to grave reporting, with the understanding that it will require integration and data sharing with the Province's current IVR Vendor;
- (c) provide a web-based dashboard where real time statistics (such as wait time, queue, Contact Centre Agent status, calls presented, calls answered, average wait time and other metrics) can be measured; and
- (d) ensure the web-based access will be HTML5 compliant and will not require Active X or other proprietary software on the browser.

### *Security*

3.18 Without limiting the security requirements described in Schedule G (Security Schedule), the Contractor will:

- (a) only permit individuals authorized under Schedule G (Security Schedule) to have access to the SABC Systems;
- (b) ensure secure access to the SABC Systems through the Contact Centre Agent's desktop/service, the Local Area Network or the data network, including encryption of transmissions;
- (c) ensure security of Province-supplied user IDs and passwords in accordance with Schedule B (Privacy Protection Schedule) and Schedule G (Security Schedule);
- (d) notify the Province immediately upon termination of a Contact Centre Agent so as to permit the Province to terminate that Contact Centre Agent's access to the SABC Systems;
- (e) ensure it has implemented secure records transfer mechanisms in order to exchange Sensitive Information (as defined in Schedule G) with the Province;
- (f) ensure that up to date system security measures and virus protection update procedures are in place and that a demonstrative process is in place so that all security compromises and all virus infections are reported to the Province immediately on discovery; and
- (g) on a monthly basis, provide the Province with a list of all individuals who have passed the security screening requirements in accordance with Schedule G and who have been given access to the SABC Systems, and the Contractor will keep an updated record of such list.

### *Service Enhancements*

3.19 The Contractor will work, in good faith, with the Province to negotiate and implement amendments to this Agreement to provide for the service enhancements and service levels described in section 4.2.17 of the RFP for email, live chat and texting service channels.

### *Modernizing SABC Systems*

3.20 In the event the Province proceeds with plans to modify or replace substantially all of the SABC Systems with a rules engine, case management system as described in section 4.3.11 of the RFP, the Contractor, will:

- (a) permit the Province or a third party to conduct training of the trainers and supervisors of the SABC Contact Centre in the use of the modified or replacement system(s); and

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- (b) work, in good faith, with the Province to implement any and all structural program changes required by the modified or replacement system(s) (e.g. change in scope of Services, underlying technology, tools, and processes, installation of the wide area network connectivity and security, configuration of new interfaces and implementation of upgrade or system enhancements, etc.) in a timely manner via a change control process, to be agreed upon in writing by the parties. As part of the change control process to be agreed upon, the Contractor will assess the costs associated with respect to implementing any such changes and will advise the Province of the associated costs. Upon approval by the Province, the Contractor will proceed with the work as described in the change request.

### **Reporting**

3.21 During the Term, the Contractor will provide to the Province the reports described in this section 3.21.

#### **3.21.1 Verbal Updates**

The Contractor will provide to the Province verbal reports, as, if and when requested by the Province, relative to impacts to call volume and call length, including in times of crises.

#### **3.21.2 Daily Calls**

The Contractor will provide to the Province, electronically, on a monthly basis or as otherwise requested by the Province, a report on daily calls for any week during each monthly period or for any other period as requested by the Province, providing for the following:

- (a) time of day calls in ½ hour increments,
- (b) call volumes, by ½ hour, by day, incoming, answered, abandoned and transferred,
- (c) number of abandoned calls as a percentage of calls handled (i.e. "abandon rate" as described in Appendix 1 to this Schedule),
- (d) call blockage, and
- (e) actual grade of service (i.e. "telephone service factor" (TSF) as described in Appendix 1 to this Schedule).

#### **3.21.3 Weekly Fulfilment Reports (Performance Tracking)**

Each Monday morning, the Contractor will provide to the Province, electronically, a weekly report of information for the previous week including details from the automated call director (ACD) by SABC business area, as well as the following:

- (a) daily call volumes received,
- (b) daily calls answered including the percentage answered,
- (c) actual grade of service (TSF),
- (d) target grade of service (TSF) as compared to the actual grade of service (TSF),
- (e) number of calls abandoned,
- (f) number of calls abandoned after threshold (45 seconds) (ASA),
- (g) number of abandoned calls as a percentage of calls handled (i.e. abandon rate),
- (h) average speed of answer and the variance as compared to actual speed of answer,
- (i) longest wait time each day,
- (j) average handle time,
- (k) calls transferred to SABC, and
- (l) target of call transfers to SABC as compared to actual.

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#### 3.21.4 Monthly Reports

Each month, the Contractor will provide with its statement of account as per section 4 of Schedule B (Fees and Expenses) a monthly report of information for the previous month, including the same information required for the weekly report described in section 3.21.3 of this Part, as well as the following:

- (a) Call Handling:
  - (i) hours of operation,
  - (ii) call blockages,
  - (iii) average call duration (IVR to completion), and
  - (iv) call reason.

3.21.5 At the beginning of each month, the Contractor will provide to the Province, electronically, a year over year to-date report summarizing the following:

- (a) calls received,
- (b) calls answered, and
- (c) calls transferred to SABC.

3.21.6 As part of the monthly reporting requirements in section 3.21.4 of this Part, the Contractor will forward to the Province the random call recordings described in Appendix 1 attached to this Schedule.

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## Appendix 1 to Schedule A - Performance Standards

Type	Performance standard target
Average Speed of Answer (ASA)	45 seconds
Telephone service factor (TSF)	80% of all calls to be answered within 45 seconds TSF = number of calls answered within target amount of time / total number of calls received
Abandon Rate	≤ 3% Abandon Rate: The percentage rate of calls that are dropped after reaching the queue waiting for a Contact Centre Agent.
Average Handle Time (AHT)	4.5 minutes  AHT = (Talk Time + After call work time + hold time)/total calls handled.  Talk Time: Time from when the Contact Centre Agent clicks to receive the call and the time when the caller hangs up.  Hold Time: Time from when the Contact Centre Agent clicks to put the caller on hold, and the time the Contact Centre Agent clicks to go back to the call.  After call work time: Time from when the caller hangs up to the time when the Contact Centre Agent clicks to make themselves available for the next incoming caller.  Expectation: Calls will be handled within 3.5 to 4 minutes with the remaining 30 seconds to update comments on the Clients file.
Transfer rate to SABC	< 20%
Data Capture: Documenting telephone enquiries	100% complete information added to Client file after each telephone enquiry, where applicable detailing: <ul style="list-style-type: none"> <li>• service channel (phone, e-mail, etc)</li> <li>• purpose of the contact</li> <li>• information, advice provided or requested</li> <li>• understanding reached (next steps)</li> <li>• whether or not the issue was resolved or the Client needs to be transferred or requires a call back.</li> </ul>
Client Satisfaction Surveys	Overall satisfaction scores of 95% Bi-annually, the SABC Contact Centre will survey 100 Clients. "IVR" Client satisfaction survey categories will be: <ol style="list-style-type: none"> <li>1. Was your issue resolved (1=Y, 2=N)</li> <li>2. Overall satisfaction with resolution (1-5)</li> <li>3. Overall satisfaction with service (1-5)</li> <li>4. Overall satisfaction with Contact Centre Agent (1-5)</li> <li>5. Overall satisfaction with the speed of service (1-5)</li> </ol>
Random call recording	30 per month from 5 different Contact Centre Agents to be provided to the Province within 5 Business Days after the end of each month

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## Appendix 2 to Schedule A

### 3rd Party Contact Centre Interoperability & Technical Requirements

The Contractor will be required to comply with the following Government of British Columbia technical requirements and IETF and ITU standards, as modified from time to time. Additionally the Contractor will be required to abide by the Office of the Chief Information Officer (OCIO) Information Management/Information Technology Standards Manual 5.12 Unified Communication Federation Standard, as modified from time to time.

1. Capabilities
  - 1.1. Inbound
    - 1.1.1. Routing rules
      - 1.1.1.1. Customer profile or DNIS or ANI or SIP header details
      - 1.1.1.2. Service level goals
      - 1.1.1.3. Skill-based
      - 1.1.1.4. Rules-based
      - 1.1.1.5. Data-directed
      - 1.1.1.6. Multi-site
    - 1.1.2. Abandoned call recovery
  - 1.2. Outbound
    - 1.2.1. List management
    - 1.2.2. Answering machine detection
    - 1.2.3. Fax detection
    - 1.2.4. Outbound speech
  - 1.3. Remote agent (e.g. SIP endpoint for government users)
  - 1.4. Live online web-based reporting capability
    - 1.4.1. Real-time (visible to government)
    - 1.4.2. Agent
    - 1.4.3. Live wait time in the IVR queue
    - 1.4.4. Live wait time in the call centre queue
    - 1.4.5. Live interacting with call centre agents
  - 1.5. Multi-channel blended
    - 1.5.1. Web-chat
    - 1.5.2. Video
  - 1.6. On-hold informational/marketing messaging (e.g. weather, road reports, current events)
  - 1.7. Call recording capability
    - 1.7.1. All calls must be recorded
    - 1.7.2. Date stamp
    - 1.7.3. Time stamp
    - 1.7.4. DNIS
    - 1.7.5. ANI
  - 1.8. Call monitoring capability
  - 1.9. Conference calling capability
  - 1.10. Call transfer
    - 1.10.1. Ability to do both TDM and SIP
    - 1.10.2. Supervised
    - 1.10.3. Unsupervised
  - 1.11. Callback capability (When agents are busy, callers should be offered the option of leaving a call back number)
    - 1.11.1. Leave message
    - 1.11.2. Queue retention (caller order should be maintained regardless of whether they are waiting or receiving a call back)
  - 1.12. Caller status monitoring and announcement
    - 1.12.1. Queue position announcement
    - 1.12.2. Estimated wait time
2. System requirements

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- 2.1. IVR capability
- 2.2. PBX capability
- 2.3. ACD capability
- 2.4. The contact centre technology platform must be SIP-based (RFC3261) (to take full advantage of current and future technologies)
  - 2.4.1. SIP inbound and outbound call support
  - 2.4.2. SIP call redirection (SIP 302 status)
  - 2.4.3. SIP call rejection
  - 2.4.4. SIP call routing and transfers
  - 2.4.5. SIP call leg bridging
  - 2.4.6. SIP REINVITE audio re-routing
  - 2.4.7. SIP REFER support
  - 2.4.8. SIP registrar server support
  - 2.4.9. SIP proxy server support
  - 2.4.10. SIP authentication support
  - 2.4.11. Configurable SIP port range
  - 2.4.12. SIP routing capability
    - 2.4.12.1. Transactional and stateless SIP proxy processing
    - 2.4.12.2. Forking
    - 2.4.12.3. Support for NAT traversal for SIP & RTP
  - 2.4.13. Support for IPv4 & IPv6
  - 2.4.14. Transport layer
    - 2.4.14.1. Security
      - 2.4.14.1.1. Digest SIP user authentication
      - 2.4.14.1.2. Authorization via ACL or group membership
      - 2.4.14.1.3. Authentication and authorization against database (MySQL, PostgreSQL, UnixODBC, BerkeleyDB, Oracle, text files), RADIUS and DIAMETER
    - 2.4.14.2. Gateway
      - 2.4.14.2.1. IPv4 to IPv6
      - 2.4.14.2.2. UDP to TLS
      - 2.4.14.2.3. SCTP multi-home/multi-stream
- 2.5. All components of the contact centre must be standards-based
  - 2.5.1. ITU
    - 2.5.1.1. G.711
    - 2.5.1.2. G.722
    - 2.5.1.3. G.729 CS-ACELP Audio Codec
    - 2.5.1.4. G.729 (b) Silence Detection
    - 2.5.1.5. GSM RPE-LTP Audio Codec
  - 2.5.2. IETF
    - 2.5.2.1. RFC 3261 SIP
    - 2.5.2.2. RFC 3310 SIP Authentication
    - 2.5.2.3. RFC 1889 RTP Media
    - 2.5.2.4. RFC 1890 RTP Audio
    - 2.5.2.5. RFC 2327 SDP
    - 2.5.2.6. RFC 3264 SDP negotiation
    - 2.5.2.7. RFC 2833 DTMF and events
    - 2.5.2.8. RFC 3263 SRV DNS records
    - 2.5.2.9. RFC 3761 ENUM URI DNS records
    - 2.5.2.10. RFC 3764 ENUM SIP DNS records
    - 2.5.2.11. RFC 3164 UDP Syslog logging
    - 2.5.2.12. RFC 3195 TCP Syslog logging
    - 2.5.2.13. RFC 2865 RADIUS metering
    - 2.5.2.14. RFC 2616 HTTP protocol
    - 2.5.2.15. RFC 2617 HTTP authentication
    - 2.5.2.16. RFC 2964 HTTP state management
    - 2.5.2.17. RFC 2965 HTTP state management

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- 2.5.2.18. RFC 3927 Dynamic IP config
- 2.5.2.19. RFC 2136 Dynamic DNS updates
- 2.5.2.20. DNSEXT DNS Service Discovery Draft
- 2.5.2.21. MMUSIC RTSP Draft
- 2.5.2.22. SPEECHSC MRCP Draft
- 2.5.3. Compatible and have full interoperability with the Government, general public sector & broader public sector technology platforms mainly;
  - 2.5.3.1. Cisco UC
  - 2.5.3.2. Microsoft Lync
- 2.5.4. Must be able to federate with both Cisco UC & Microsoft Lync (please see OCIO federation policy)
  - 2.5.4.1. SIP SIMPLE
  - 2.5.4.2. Presence user agent
  - 2.5.4.3. XCAP (XML Configuration Access Protocol)
  - 2.5.4.4. RFC4235
  - 2.5.4.5. Instant messaging
- 2.6. Able to connect with government, GPS, BPS SIP trunks
  - 2.6.1. Over the Internet
  - 2.6.2. Dedicated connection
- 2.7. Able to connect and have full interoperability with government, GPS, BPS IVR system currently running on Voxeo Prophecy platform
- 2.8. Support for SRV and NAPTR DNS lookup
- 2.9. ENUM support
- 2.10. IP level blacklist
- 2.11. Multi-home support
- 2.12. Multi-domain support
- 2.13. Monitoring capability
- 2.14. Reporting
  - 2.14.1. Call details on all calls
    - 2.14.1.1. Cradle to grave
    - 2.14.1.2. Disposition of call
    - 2.14.1.3. Statistics of call
  - 2.14.2. Common contact centre statistics
    - 2.14.2.1. Time to answer
    - 2.14.2.2. Abandoned calls
    - 2.14.2.3. Etc.
  - 2.14.3. Accounting
    - 2.14.3.1. Event based accounting
    - 2.14.3.2. Multi-leg call accounting
- 2.15. Others
  - 2.15.1. Support for RPC control interface – via XMLRPC, UDP or TCP
  - 2.15.2. Text-based management interface via FIFO file, udp, xmlrpc and unix sockets

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## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$2,700,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement) for the Initial Term of this Agreement. In the event this Agreement is renewed for a Renewal Term in accordance with section 2.2 of Part 1 of Schedule A, the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement) for the Renewal Term of this Agreement is \$1,350,000.00.

### 2. FEES:

#### (a) Base Fee

**Fees:** at a rate of \$1,356.00 per day (for the first 400 calls per day received by the Contractor) for those days during the Operational Period of the Term (as defined in Schedule A) when the Contractor provides the Services.

#### (b) Fee per call

**Fees:** at a rate of \$3.29 for each call above 400 calls per day received by the Contractor as part of the Services during the Operational Period of the Term (as defined in Schedule A).

#### (c) Start-up fee

**Fees:** \$17,500.00 for the start-up costs for providing the Transition Services during the Transition Period of the Term (as defined in Schedule A) due with the first written statement of account delivered in accordance with this Schedule.

### 3. EXPENSES:

**Expenses:** None.

### 4. STATEMENTS OF ACCOUNT:

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement for a calendar month (each a "Billing Period"), the Contractor must deliver to the Province by **the fifth Business Day** after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of the number of calls received during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (e) a description of this Agreement;
- (f) a statement number for identification;
- (g) a monthly report as described in section 3.21.4 of Part 2 of Schedule A; and
- (h) any other billing information reasonably requested by the Province.

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## **5. PAYMENTS DUE:**

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

## **6. FEE REDUCTIONS:**

(a) Subject to section 6(b), any failure to achieve the following performance standards for a Billing Period will result in a reduction of the fees for that Billing Period as follows

- (i) failure to achieve the abandon rate or telephone service factor (TSF) as described in Appendix 1 of Schedule A for any Billing Period will result in a reduction of 20% of the fee per call above 400 calls per day received by the Contractor, described in section 2(b) of this Schedule for that Billing Period; and
- (ii) failure to achieve the transfer rate to SABC as described in Appendix 1 of Schedule A for any Billing Period will result in the elimination of the fee per call for any of the calls transferred above the transfer rate for that Billing Period.

(b) The fee reductions described in subsections 6(a)(i) and (ii) do not apply for any Billing Period where the actual volume of calls received by the Contractor is greater than 10% above the volume forecast for that Billing Period. This section only applies if the volume forecast is calculated by the Contractor in conjunction with the Province, and has been approved by the Province in writing prior to the commencement of the Billing Period to which the forecast applies, such approval not to be unreasonably withheld. If the Province's approval for the forecasted volume of calls for a Billing Period is not obtained prior to the commencement of that Billing Period, the fee reductions described in subsections 6(a)(i) and (ii) will apply to that Billing Period.

For illustration purposes, the fee reductions are shown as follows:

Performance Standards	Required Standards to Meet	Achieved	Not Achieved
Abandon Rate	$\leq 3\%$	Base Fee for 1 <sup>st</sup> 400 calls	Base Fee for 1 <sup>st</sup> 400 calls
Telephone Service Factor	80% of all calls within 45 seconds	+ Fee per call above 400 calls	+ 80% of the fee per call above 400 calls
Transfer Rate to SABC	$< 20\%$	Base Fee for 1 <sup>st</sup> 400 calls + Fee per call above 400 calls	Base Fee for 1 <sup>st</sup> 400 calls + Fee per call above 400 calls MINUS Fee per call x total calls transferred above Transfer Rate

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## Schedule C – Approved Subcontractor(s)

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## Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
  - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
    - (i) include the Province as an additional insured,
    - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
    - (iii) include a cross liability clause.
2. All insurance described in section 1 of this Schedule must:
  - (a) be primary; and
  - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
  - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
  - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
  - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

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## Schedule E – Privacy Protection Schedule

### Definitions

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

### Purpose

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

### Collection of personal information

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

### Accuracy of personal information

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

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### **Requests for access to personal information**

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

### **Correction of personal information**

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 Business Days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

### **Protection of personal information**

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

### **Storage and access to personal information**

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

### **Retention of personal information**

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

### **Use of personal information**

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

### **Disclosure of personal information**

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

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### **Notice of foreign demands for disclosure**

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

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

### **Notice of unauthorized disclosure**

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

### **Inspection of personal information**

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

### **Compliance with the Act and directions**

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

### **Notice of non-compliance**

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

### Termination of Agreement

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

### Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. 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.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. 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.

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## Schedule F – Additional Terms

Not applicable.

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## Schedule G – Security Schedule

### Definitions

1. In this Schedule,

- (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services, including the SABC Systems as defined in Schedule A;
- (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services, including the SABC Contact Centre as defined in Schedule A;
- (c) "Information" means information
  - (i) in the Material, or
  - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
- (d) "Record" means a "record" as defined in the *Interpretation Act*;
- (e) "Sensitive Information" means
  - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
  - (ii) any other Information specified as "Sensitive Information" in Appendix G7, if attached, including information that may be accessed through the SABC Systems; and
- (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor, including a Contact Centre Agent as defined in Schedule A, and, for greater certainty, may include
  - (i) the Contractor or a subcontractor if an individual, or
  - (ii) an employee or volunteer of the Contractor or of a subcontractor.

### Schedule contains additional obligations

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

### Services Worker confidentiality agreements

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

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### **Services Worker security screening**

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

### **Services Worker activity logging**

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

### **Facilities and Equipment protection and access control**

7. The Contractor must create, maintain and follow a documented process to:
  - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
  - (b) limit access to Facilities and Equipment of the Contractor
    - (i) being used by the Contractor to provide the Services, or
    - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services including the SABC Systems, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment including the following:
  - (a) The Contractor must not permit a Services Worker to have access to the SABC Systems unless the Services Worker has first:
    - (i) registered for online government services using an active Business BCeID account (visit <https://www.bceid.ca>) for access to the SABC Systems; and

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- (ii) signed the Province's Systems User Authorization Form and Conditions for Use of Computer Data Form, as modified from time to time, and which forms will be provided by the Province to the Contractor from time to time.

#### **Sensitive Information access control**

- 9. The Contractor must:
  - (a) create, maintain and follow a documented process for limiting access to Sensitive Information or the SABC Systems to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
  - (b) comply with the information access control requirements set out in Appendix G4, if attached.

#### **Integrity of Information**

- 10. The Contractor must:
  - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
  - (b) comply with the information integrity requirements set out in Appendix G5, if attached.
- 11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
  - (a) remained as complete as when it was acquired or accessed by the Contractor; and
  - (b) not been altered in any material respect.

#### **Documentation of changes to processes**

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

#### **Notice of security breaches**

- 13. If Contractor becomes aware that:
  - (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
  - (b) unauthorized access to Facilities or Equipment, including the SABC Systems

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

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## **Review of security breaches**

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

## **Retention of Records**

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

## **Storage of Records**

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G6, if attached.

## **Audit**

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

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

## **Termination of Agreement**

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

## **Interpretation**

19. In this Schedule, unless otherwise specified:
  - (a) references to sections are to sections of this Schedule; and
  - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
21. The appendices attached to this Schedule are part of this Schedule.

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22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
  - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
  - (b) a documented process required by this Schedule to be created or maintained by the Contractorthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

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## SCHEDULE G – Appendix G1 – Security screening requirements

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

### Verification of name, date of birth and address

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

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

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

### Verification of education and professional qualifications

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

### Verification of employment history and reference checks

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

### Security interview

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

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## **Criminal Records Check**

5. The Contractor must ensure that a criminal records check is conducted for a Services Worker and retain a Record of the clearance results of that check.