

<p>This Change Order is made under and is subject to the terms and conditions of the Telecommunications Service Master Agreement effective July 29, 2011, as may be amended from time to time, between TELUS Communications Company, Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Ministry of Labour, Citizen's Services and Open Government, Insurance Corporation of British Columbia, British Columbia Hydro and Power Authority, British Columbia Lottery Corporation, Workers Compensation Board of British Columbia, Provincial Health Services Authority, Northern Health Authority, Interior Health Authority, Fraser Health Authority, Vancouver Island Health Authority and Vancouver Coastal Health Authority (the "Agreement").</p> <p>Where capitalized words and expressions defined in the Agreement are used in this Change Order, such words and expressions shall have the meaning ascribed to them in the Agreement.</p>			
CR Number:	TSMA-0036-CO		
Change Name:	Addition of new Available Service: Client Communication Services		
Requesting Organization:	Legal Name: Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Ministry of Labour, Citizen's Services and Open Government	Requested by:	C. J. Ritchie Administrator and Assistant Deputy Minister, Strategic Partnerships <i>CJR</i>
Agreement Service Tower:	Client Communication Services		
A. CHANGE DESCRIPTION			

For the purposes of enabling TELUS to provide Client Communication Services ("CCS") to the Corrections Branch of the Ministry of the Justice of the Province ("Corrections Branch"), the Province and TELUS hereby agree to the following changes to the Agreement:

- Available Service.** The CCS are added as an Available Service under the Agreement to be ordered solely by the Corrections Branch on behalf of the Province. For clarity, the CCS are not available to any other GPS Entity.
- Attachments.** The following Attachments, contained in Schedules 1 through 9 to this Change Order, are hereby added to the Agreement:

Schedule 1: Attachment H-11	Schedule 6: CCS-Specific Definitions
Schedule 2: Attachment J-VI	Schedule 7: Client Credit Account
Schedule 3: Attachment N-11	Schedule 8: Implementation Project Plan
Schedule 4: Attachment R-11	Schedule 9: CCS-Specific Governance
Schedule 5: Attachment BB-11	

- CCS.** TELUS will provide and maintain, funded solely by the Commissionable Services revenues to TELUS net of contributions to the Client Credit Account, a hosted communication infrastructure that includes:

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  - Schedule 1: Attachment H-11
  - Schedule 2: Attachment J-VI
  - Schedule 3: Attachment N-11
  - Schedule 4: Attachment R-11
  - Schedule 5: Attachment BB-11
3. **CCS.** TELUS will provide and maintain, funded solely by the Commissionable Services revenues to TELUS net of contributions to the Client Credit Account, a hosted communication infrastructure that includes:

- a. the provision of the CCS in compliance with all of the functionality and the requirements set out in schedules 1 through 5 referenced in Section 2 above;
  - b. a Secure WAN Network and devices for the authentication, authorization and connection of Clients and Client Contacts to the CCS;
  - c. enabling the Corrections Branch to deliver eServices in accordance with the *Correction Act*, the *Correction Act Regulation* and other applicable laws; and
  - d. the integration and alignment with the Corrections Branch's applications, government standards and architectures.
4. **No SIF Contributions Except for Province Dollars.** The CCS, except as payable by Province Dollars, shall not be considered SIF Eligible Core Services under the Strategic Relationship Agreement effective July 29, 2011 between TELUS and the GPS Entities (the "SRA"), and TELUS shall have no obligation to make contributions of SIF Dollars to the SIF Account in respect of the CCS. However, where payments are made for CCS with Province Dollars, and such Province Dollars are paid in respect of SIF Eligible Core Services (as defined in the SRA), TELUS will contribute SIF Dollars to the SIF Account in the same manner and amount in respect of such payments as would otherwise be made for SIF Eligible Core Services under subsection 5.2(a) of the SRA.
5. **Definitions.** The definitions listed in Schedule 6 to this Change Order are hereby added to Schedule A to the Agreement as applicable solely to the CCS. Where a defined term is already defined in Schedule A to the Agreement and is defined differently in Schedule 6 to this Change Order, the definition found in Schedule 6 to this Change Order will govern as it relates to the CCS, but not in respect of other Available Services.
6. **Pricing.**
  - a. The rates for the CCS are those set out in the Price Book;
  - b. The Client Credit Account is established in accordance with the terms and conditions contained in Schedule 7 hereto; and
  - c. Sections 16.1.3, 16.3, 16.4, 16.5, 16.6, 16.8, 17.1 and 17.5 of the Agreement are excluded from application to the CCS, with the exception that these sections shall continue to apply to CCS, or Services related to CCS, which are paid for with Province Dollars. With respect to section 16.6, the CCS shall not be considered to be Eligible Spend for the purposes of Schedule MM of the Agreement except with respect to CCS which are paid with Province Dollars, which amounts shall be considered to be Eligible Spend.
7. **Term.** The term for CCS will commence on the effective date of this Change Order and end on the date that is 10 years after the Effective Date of the Agreement, unless terminated or cancelled earlier (the "CCS Term").
8. **Termination.** Sections 31.6.2 and 31.6.3 of the Agreement are excluded with respect to the CCS. For the purposes of the CCS only, the following provision shall apply instead:
  - a. **Termination for Convenience.** If the Corrections Branch or the Province Cancels the CCS or terminates all of its obligations and rights under this Agreement or a Service Order pursuant to section 31.6.1 with respect to the CCS, the Corrections Branch or the Province will pay to TELUS a one-time termination charge of 50% of the Average



Monthly Projected Revenue for the lesser of: (A) the next five years (commencing on the Termination Date) or (B) the remainder of the CCS Term.

**9. Top Up.** The parties agree to the following retroactive top-up mechanism:

- a. At the end of each six-month period ending in June or December of the CCS Term, TELUS will compare the revenues received in respect of Commissionable Services in the last six-month period (January to June or July to December, as the case may be) (the "Current Period") to those received in the immediately preceding six-month period (the "Compare Period"). For example, if the Current Period ends in June, the Compare Period would be the six-month period ending in December of the previous year. If the aggregate revenue to TELUS in respect of Commissionable Services (net of the percentage payable to the Client Credit Account) in the Current Period falls at least 20% below such aggregate revenue to TELUS in the Compare Period (the "Revenue Drop"), then subject to subsection b. below, TELUS shall invoice, and the Corrections Branch shall pay to TELUS, an amount equal to the aggregate revenue to TELUS in respect of Commissionable Services (net of the percentage payable to the Client Credit Account) in the Compare Period less such aggregated revenue to TELUS in the Current Period (the "Top Up"); and
- b. The Corrections Branch shall only have the obligation to pay the Top Up if:
  - i. the Province implemented a decision during the CCS Term relating to the use of an alternate service provider, including the Corrections Branch, for services within the scope of the CCS or which are functionally equivalent to or a functional replacement of the CCS; and
  - ii. the reason behind the Revenue Drop is not directly related to one of the following: a court order; Federal or Provincial legislative or regulatory changes; policy decisions with regard to volume or conditions of prisons that do not relate directly to the CCS; and steps taken by TELUS to change, replace, substitute or upgrade the CCS (i.e. TELUS cannibalization).

**10. Remedies.** Section 31.3.1 of the Agreement is excluded from application to the CCS, and replaced with the following provision:

"Without requirement for recourse to legal process and without limiting any other rights or remedies the Province may have at law, in equity, as otherwise set forth in this Agreement or otherwise, upon the occurrence of a TELUS Event of Default as set forth in section 31.1 or notice of an Event of Default pursuant to section 31.2, the Province may:

- (a) not pay any or all of the Fees to TELUS in respect of any Service that is paid for by Province Dollars that TELUS fails to provide (in whole or in part) during the period of time such Event of Default remains uncured;
- (b) to the extent that the right is available to TELUS in any Subcontracts existing as of the Effective Date, require that TELUS immediately cease using any Subcontractor where such Event of Default is reasonably attributable in whole or in material part to such Subcontractor by delivery of a written notice to TELUS of such required cessation of use of such Subcontractor, with TELUS then being required to exercise commercially reasonable efforts to replace such Subcontractor as soon as possible, subject to the Approval rights with respect to new Subcontractors as set forth in Section 15; or

- (c) terminate its obligations or any portion thereof with respect to the CCS without the payment of any fees under Section 8a. above, by delivery of a Termination Notice to TELUS,

and TELUS acknowledges and agrees that, upon such occurrence of an Event of Default, the Province may exercise any or all of, or any combination of, the above-listed rights and remedies in this section."

#### 11. Service Order and Change Process.

- a. **Service Orders.** Without otherwise limiting the application of section 7 for any other purpose under the Agreement, section 7 shall be modified as follows for the sole purpose of enabling Corrections Branch to order directly, and TELUS to provide to Corrections Branch, the CCS:
  - (i) For the purposes of CCS only, and except as set out in section (iii) below, Section 7 of the Agreement shall have no application;
  - (ii) Despite anything to the contrary contained in Section 7 of the TSMA, service orders relating to CCS shall be in a form to be mutually agreed between TELUS and Corrections Branch ("CCS Service Orders");
  - (iii) CCS Service Orders shall be available solely for the scope of Services described in this Change Order (the "In Scope CCS"). For all other Services, including any new services proposed by TELUS or the Corrections Branch with respect to the CCS (the "Out of Scope Services"), the Service Order process in Section 7 of the Agreement shall continue to apply. For greater certainty, the authority for ordering the Out of Scope Services under the Agreement resides solely with the Administrator and not with Corrections Branch. Any Out of Scope Services ordered without the express written consent of the Administrator shall be of no force and effect under the Agreement.
- b. **Change.** Without otherwise limiting the application of section 9 for any other purpose under the Agreement, section 9 shall be modified as follows for the sole purpose of enabling change in respect of In Scope CCS:
  - (i) For the purposes of In Scope CCS only, and except as set out in section (iii) below, Section 9 of the Agreement shall have no application;
  - (ii) Despite anything to the contrary contained in Section 9 of the TSMA, change orders relating to In Scope CCS shall be in a form to be mutually agreed between Corrections Branch and TELUS ("CCS Change Orders");
  - (iii) CCS Change Orders shall be available solely for In Scope CCS. For all other Services, including Out of Scope Services, the Change Process in Section 9 of the Agreement shall continue to apply. For greater certainty, the authority for executing Change Orders with respect to Out of Scope Services under the Agreement resides solely with the Administrator and not with Corrections Branch. Any change with respect to Out of Scope Services ordered without the express written consent of the Administrator shall be of no force and effect under the Agreement.
  - (iv) Corrections Branch will bring requirements for any Out of Scope Services to TELUS initially through the CCS Governance Process, and then to the

Administrator for approval. Any Out of Scope Services must be approved as a Change Order under the Agreement by the Administrator.

12. **Service Availability Planning.** Section 11 of the Agreement is excluded from application to the CCS. TELUS will, prior to implementation of the CCS, work with the Corrections Branch to identify major service availability risks and solution a mitigation strategy at no cost to the Corrections Branch.
13. **Quality Management and Continuous Improvement.** Sections 6.8.1(b) and (c) and Section 8.2 are excluded from application to the CCS. In year four of the CCS Term, TELUS and the Corrections Branch shall meet to (i) discuss current available technology and end user requirements and (ii) identify opportunities for updates, enhancements, and infrastructure currency.
14. **Reports.** Section 18 of the Agreement is excluded from application to the CCS. CCS-specific reporting obligations are contained in Attachment H-11.
15. **Transition:** Sections 3, 4 and 16.2 and Schedule S of the Agreement are excluded from application to the CCS. TELUS will take responsibility and accountability for managing and completing the transition and implementation of the CCS as a Project pursuant to s. 6.4 and Schedule I of the Agreement (the "CCS Implementation Project"). TELUS will provide Corrections Branch with the Implementation Project Plan containing the information detailed in Schedule 8 attached hereto, no later than February 15, 2013. The Implementation Project Plan will provide for a "no later than" completion date for the CCS Implementation Project as a whole; failure to meet this deadline will be considered an Event of Default.
16. **Governance.** Without otherwise limiting the application of section 13 under the Agreement for any other purpose, section 13 shall be modified as follows for the sole purpose of relationship management in respect of the CCS:
  - a. For the purposes of CCS only, a separate governance process (the "CCS Governance Process") shall be established in accordance with Schedule 9 to this Change Order;
  - b. The CCS Governance Process is intended to supersede and replace Levels 3 and 4, but not Levels 1 and 2, of the Governance Process under the Agreement solely in respect of the CCS. Its purpose is solely to address implementation, operational and day-to-day issues, including Ordinary Course Changes, CCS Service Orders and CCS Change Orders (but excluding the Change Process under the Agreement) that arise as between Corrections Branch and TELUS.
  - c. For greater certainty, the CCS Governance Process shall have no application or jurisdiction in respect of the following matters:
    - i. Out of Scope Services;
    - ii. the Change Process;
    - iii. Disputes other than those specifically described in this Change Order as subject to the CCS Governance Process;
    - iv. The SRA; or
    - v. any matters that impact upon, or relate to, other Services or the rights, obligations or interests of the GPS Entities under the Agreement.
17. **Subcontractors.** Pursuant to section 15 of the Agreement, the Province consents to the use of Lattice Incorporated ("Lattice") and Sierra Systems Group Inc. ("Sierra") as Subcontractors ("CCS Approved Subcontractors"). Pursuant to section 15.1.2, TELUS confirms that such

Subcontractors will not have access to any Personal Information or GPS Entity Confidential Information.

18. **Intellectual Property.** Notwithstanding anything to the contrary contained in Section 21 of the Agreement, modifications, revisions, additions, bug fixes, patches, work-arounds, enhancements, improvements and updates made exclusively by Lattice to TELUS Intellectual Property and exclusively for the Corrections Branch (collectively "Lattice Enhancements") constitute TELUS Intellectual Property and do not constitute New Material. TELUS hereby grants the Province a perpetual, transferable, non-exclusive, royalty-free right to use the Lattice Enhancements, solely for the Province's internal use. Coding created by Province employees for application interfaces, functionality and integration with respect to the CCS ("Province CCS Code") and modifications, improvements, enhancements and updates to Province CCS Code shall constitute New Material. The Province acknowledges that the TELUS Group may use the Province CCS Code on a perpetual, transferable, non-exclusive, royalty-free basis with respect to other projects and customers.

19. **Entire Agreement.** This Change Order supersedes any other prior agreements between the Corrections Branch and TELUS, including the Payphone Equipment and Services Agreement dated April 12, 2001. TELUS hereby releases Corrections Branch from any termination fees that would otherwise be payable by Corrections Branch to TELUS in respect of these prior agreements.

<b>B. APPROVALS</b>			
This Change Order may be executed in several counterparts and delivered by electronic transmission, each of which when so executed and delivered shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument, notwithstanding that all of the parties are not signatories to the original or the same counterpart.			
<b>Authorizing Individual (including title) of the GPS Entity:</b>	C. J. Ritchie Administrator and Assistant Deputy Minister, Strategic Partnerships	<b>Phone Number:</b>	
<b>Highest Level of Change Request Approval:</b> NB: Select one of these bodies, per nature of change.		Operational Management Committee	
		Strategic Management Committee	
		<input checked="" type="checkbox"/> Executive Governance Committee	
<b>Signatures</b>			
<b>On Behalf of TELUS:</b>		<b>On Behalf of the GPS Group:</b>	
<b>Agreed To:</b>		<b>Agreed To:</b>	
<b>Name:</b>	<del>Joe Natale</del> <i>Monty Carter</i>	<b>Name:</b>	C.J. Ritchie
<b>Title:</b>	Chief Commercial Officer <i>Senior Vice Pres.</i>	<b>Title:</b>	Administrator and Assistant Deputy Minister, Strategic Partnerships [Co-chair, OMC]
<b>Signature:</b>	<i>[Signature]</i>	<b>Signature:</b>	<i>[Signature]</i>
<b>Date:</b>	December <i>24</i> , 2012	<b>Date:</b>	December <i>27</i> , 2012



## Schedule 1

### Attachment H-11

#### Client Communication Services

Service Title:	Client Communication Services
Service Number:	H-11

#### 1. Service Title and Number

- (a) The Service Title and the Service Number of this specific Available Service are set out in the above table.

#### 2. Services Description

- (a) The table under this section 2 sets out the scope of the CCS, to which the parties may add additional services pursuant to the CCS Change Process or the Change Process, as applicable.
- (b) For the purposes of the table below, the following terms are defined as follows:
- (i) "Privileged" means that the service is a privileged communication between the Client and another party and is not to be recorded;
  - (ii) "Subsidized" means that the service is paid for in whole or in part from the Client Credit Account or by some other source and there is no fee charged for the service; and
  - (iii) "Commissionable" means that the service is paid for in whole or in part by the Client or a third party and thereby generates revenue for TELUS and the Client Credit Account.

Basic Services	Privileged	Subsidized	Commissionable	Payer
Controlled Voice Calling (Debit/Collect)	No	No	Yes	Client or Client Contact
Controlled Voice Calling (Pre-paid)	No	No	Yes	Client Contact
Controlled Voice Calling (Subsidized Number - Privileged)	Yes	Yes	No	Corrections Branch via Client Credit Account
Controlled Voice Calling (Toll Free Numbers)	No	No	No	External 3rd Party
Controlled Voice Calling (Subsidized Number – Corrections Branch)	No	Yes	No	Corrections Branch via Client Credit Account

Controlled Voicemail	No	No	Yes	Client Contact
Controlled Voicemail (Broadcast)	N/A	N/A	N/A	N/A
Controlled Voice Calling (No Cost)	No	No	No	TELUS
Additional Services				
Controlled Text Messaging	No	No	Yes	Client or Client Contact
Controlled Text Messaging (Privileged)	Yes	No	Yes	Client or Privileged Contact
Controlled Video Calls	No	No	Yes	Client or Client Contact
Controlled Video Calls (Privileged)	Yes	No	Yes	Privileged Contact
Soft Phone	N/A	N/A	N/A	TELUS
eDevice	N/A	Yes	N/A	Corrections Branch via Client Credit Account
Secure CCS LAN	N/A	Yes	N/A	Corrections Branch via Client Credit Account

### 3. CCS Features

#### (a) Call Services

- (i) TELUS will ensure that the CCS allows Inmates to make local and long distance (including international) calls from Correctional Centres.
- (ii) TELUS will ensure that the CCS provides automated voice scripts as directed by the Province.

#### (b) Voicemail Services

- (i) TELUS will ensure that the CCS provides Controlled Voicemail options for Inmates. All voice mail messages will follow the recorded calls retention and disposal policies in accordance with this Attachment H11 and any other applicable requirements under the Agreement.

#### (c) Provisioning

- (i) TELUS will ensure that the CCS provides the ability to enrol an Inmate, manage and control Inmates' access (including transfers from one Centre to another without the need to re-provision) and disable/cancel access to the system when an Inmate is discharged from a Correctional Centre.
- (ii) TELUS will ensure that the CCS phone system enrolment interface includes the Inmate's unique CS Number and Client Biometric.

- (iii) TELUS will ensure that the CCS provides the Corrections Branch with the ability to activate, suspend or deactivate a Client's account via the CCS Call Control Platform.
- (iv) TELUS will use CORNET to ensure that CS Numbers are unique in the CCS.
- (d) Call Control/Monitoring/Recording
  - (i) TELUS will ensure that the CCS provides the ability for a Called Party to accept or deny debit, prepaid, prepaid collect or collect calls.
  - (ii) TELUS will ensure that the CCS provides the Corrections Branch with the ability to record or Monitor calls made by Inmates, excluding Privileged Calls. For clarity, the CCS will not record or permit Monitoring of a phone call to Privileged Contact.
  - (iii) TELUS will ensure that the CCS have the ability to be configured to allow Inmates to:
    - A. Make calls only to numbers that have been preapproved; and
    - B. Make calls to any number that is not blocked.
  - (iv) TELUS will ensure that the Corrections Branch has the option to set the account for any Inmate to 'closed' or 'open' ('open' means that the Inmate account has no restrictions on the telephone numbers it may call; 'closed' means that the Inmate account does have restrictions on which numbers may be called).
  - (v) TELUS will ensure that the CCS provides the Corrections Branch with the ability to detect and end three way call attempts made by Inmates.
  - (vi) TELUS will ensure that the CCS provides the Corrections Branch with the ability to shutdown all phones or a subset of phones in a Centre in the event of an emergency.
  - (vii) TELUS will ensure that the CCS provides the Corrections Branch with the ability to prevent phones from receiving incoming calls.
  - (viii) TELUS will ensure that the CCS records the call details for each call including: date and time of call, CS Number, first and last name of the Inmate, length of call, and termination reason.
  - (ix) TELUS will ensure that the CCS provides the Corrections Branch with the ability to identify the following anomalous activities through CCS alerts:
    - A. Numbers that are called numerous times;
    - B. Multiple authentication attempts; and
    - C. Numbers that are called at the same time by multiple Inmates.

- (x) TELUS will ensure that the CCS provides an alert system that will notify Corrections Branch staff by email, text message or system generated call when the activities described in (ix) A, B or C above have occurred or are occurring.

#### 4. Call Control

- (a) TELUS will ensure that the CCS provides the Corrections Branch with the ability to restrict the length of time an Inmate can be on a call by Centre, phone or CS Number.
- (b) TELUS will ensure that the CCS allows Corrections Branch staff to disconnect live calls.
- (c) TELUS will ensure that the CCS provides configuration to allow automatic shut-off of individual phones, all phones in a living unit, all phones in a Centre, or all phones in all Centres, at times designated by the Corrections Branch, so as to allow the phones to function during a set hours of operation within a 24 hour period.
- (d) TELUS will ensure that the CCS provides the Corrections Branch with the ability to listen to and review the recording of an Inmate's name that is used in the voice script to advise Called Parties who is calling.
- (e) TELUS will ensure that debit, collect and prepaid calls, Privileged Calls, and calls to Subsidized Numbers are accepted by the Called Party before an Inmate can communicate with the Called Party. TELUS will enable the Corrections Branch to configure specified Client Contact numbers for passive acceptance.
- (f) TELUS will ensure that the CCS provides the Corrections Branch with the option to block a phone number for a specified time period.
- (g) TELUS will ensure that the CCS includes searchable first name, last name, and role fields to register against individual phone numbers.
- (h) TELUS will ensure that the CCS has no limit on the amount of phone numbers that can be blocked for each Centre and each Inmate.
- (i) TELUS will ensure that the CCS provides the Corrections Branch with the ability to permit a Called Party to block all future calls from all Centres.
- (j) TELUS will ensure that, in the event that a Called Party inadvertently blocks a call, the CCS will provide the ability for Corrections Branch staff to reverse the blocking at the request of the Called Party.
- (k) TELUS will ensure that the CCS provides the Corrections Branch with the ability to prevent an Inmate from calling one or more telephone numbers.
- (l) TELUS will ensure that the CCS provides the Corrections Branch with the ability to prevent one or more telephone numbers from being called from a specified phone, Living Unit, Centre or from all Centres.
- (m) TELUS will ensure that when a call is transferred to a new number, the CCS will retain the call cost and, if applicable, the configuration as a Privileged Call associated with the original number.



- (n) TELUS will ensure that the CCS restricts Inmates from dialling toll free numbers, unless approved by the Corrections Branch. The Corrections will be able to configure toll free numbers as approved to call.
- (o) TELUS will ensure that the CCS restricts Inmates from dialling 1-900 numbers, unless approved by the Corrections Branch. The Corrections Branch will be able to configure 1-900 numbers as approved to call.
- (p) TELUS will ensure that the CCS provides the Corrections Branch staff with the ability to shut down an individual phone, all phones on a living unit, all phones in a Centre or in all Centres at the same time with one action. TELUS will ensure that this emergency shutdown mechanism will include the ability for TELUS to do so remotely at the request of the Corrections Branch.

## 5. **Call Monitoring**

- (a) TELUS will ensure that the CCS provides the Corrections Branch with the ability to Monitor live phone calls from Inmates, except for Privileged Calls, without any interference to existing recording operations. TELUS will ensure that Monitoring will not be detectable by the Inmate or the Called Party.
- (b) TELUS will ensure that the CCS provides the Corrections Branch with the ability to monitor live call activity including the number of phones in use, individual call details, whether particular phones are idle or in use, phone locations, whether calls are debit, collect or free, the numbers dialled, call lengths, and CS Numbers, without any interference to existing recording operation. This monitoring must not be detectable by the Inmate or Called Party.
- (c) TELUS will ensure that the CCS provides the Corrections Branch staff with the ability to Monitor calls in different Centres.

## 6. **Call Recording**

- (a) TELUS will ensure that the CCS provides the Corrections Branch with the ability to record phone calls from Inmates, except for Privileged Calls, without any interference to the call.
- (b) TELUS will ensure that Privileged Calls cannot be recorded or Monitored.
- (c) TELUS will ensure that call recording (excluding Privileged Calls) occurs as soon as a number that is dialled by the Inmate is determined to be a valid phone number. Recording will include all call scripts, announcements and notifications heard by the Inmate and the Called Party.
- (d) TELUS will ensure that the CCS automatically deletes recorded calls after thirty (30) days unless the recordings have been flagged as 'do not delete'.
- (e) TELUS will ensure that the CCS provides the Corrections Branch with the ability to flag one or more recorded calls in the system to prevent them from being deleted after thirty (30) days.
- (f) TELUS will ensure that the CCS provides the Corrections Branch staff with a searchable comment field attached to any call recording (i.e. a case number or other pertinent

information). The comment field must have the capability to be exported to PDF, rich text format and HTML format.

- (g) TELUS will ensure that the CCS provides the Corrections Branch with the ability to play back recorded calls from Inmates and to search for recorded calls based on CS Number, phone number or location, Living Unit or Centre.
- (h) TELUS will ensure that any recordings made by the CCS can be converted to a standard .wav file format.
- (i) TELUS will ensure that downloaded recordings will include a player to decode proprietary formats.
- (j) TELUS will ensure that the CCS provides authorized Corrections Branch staff with the ability to download recordings to local hard drives, optical drives and USB drives. Only authorized users will be able to download recordings.
- (k) TELUS will ensure that the downloaded recordings will contain data elements, including metadata tags for CS Number, date, time, number called, number called from, and duration of call.
- (l) TELUS will ensure that the CCS provides the Corrections Branch staff with the ability to bookmark a spot and add a note within a recorded call.

## **7. Scripts/Announcements/Notifications**

- (a) TELUS will ensure that the CCS provides an automated control and messaging system that includes usage instructions, account balances, call rates, call length, termination reasons, and custom notifications as defined by the Corrections Branch.
- (b) TELUS will ensure that the automated control and messaging system will be developed with input from the Corrections Branch and that the content of all automated messages utilized in the CCS are approved by the Corrections Branch before they are put into use.
- (c) TELUS will ensure that the CCS automated control and messaging solution:
  - (i) provides the name of the Correctional Centre, the name of the Inmate, collect call rates if applicable, and an 'accept, deny or block' response prompt' for all calls;
  - (ii) notifies the Inmate and the Called Party that the call is subject to Monitoring and recording, when an Inmate initiates a call, other than a Privileged Call;
  - (iii) notifies the Inmate and Called Party that the Privileged Call is confidential and will not be Monitored or recorded, when an Inmate initiates a Privileged Call;
  - (iv) advises Inmates when a number dialled is collect call restricted;
  - (v) notifies Inmates immediately following the entry of the call number if the call they are making is long distance;
  - (vi) advises an Inmate making a long distance debit call, when the Inmate's account is running low in funds;

- (vii) notifies the Inmate and Called Party before the maximum allotted time has been reached and the call is terminated;
- (viii) notifies the Inmate and Called Party of the time remaining before the phone system will be shut down in accordance with a standard shutdown; and
- (ix) notifies the Inmate of the reason that a call is terminated.

## 8. **Security/Access**

- (a) Without otherwise limiting the Privacy Obligations or the Security Obligations, or its compliance with the Policies, TELUS will ensure that the CCS provides security and authentication functionality, consistent with all Applicable Laws and Corrections Branch policies, to allow Corrections Branch staff to access and administer the CCS.
- (b) TELUS will ensure that the CCS will include a phone system enrolment interface that will provide the Inmate's CS Number and Client Biometric along with other data such as Inmate's name in order to create a CCS account profile.
- (c) TELUS will ensure that the CCS provides web-based central management of the phone services, which will be accessible by authorized Corrections Branch staff using government workstations accessing the secure TELUS Network.
- (d) The CCS will provide the ability for authorized Corrections Branch staff to access the system on a real-time basis twenty-four (24) hours per day, seven (7) days per week.

## 9. **Hardware/Software**

- (a) TELUS will ensure that the CCS system specifications will include a description of the hardware and software that make up the CCS.
- (b) TELUS will ensure that the CCS includes a secure network for Inmate communication and phone calls.

## 10. **Configuration and Data**

- (a) Without otherwise limiting the Privacy Obligations or the Security Obligations, or its compliance with the Policies, TELUS will ensure that all data stored by the CCS is stored in Canada, is backed up in a secure location in Canada, and is restorable within 24 hours if that data cannot be accessed from the central database, at no additional cost to the Province.
- (b) TELUS will ensure that the CCS provides the Corrections Branch with the ability to store, search and report on call details data for a period of three years.
- (c) TELUS will ensure that the CCS automatically deletes stored call recordings after 30 days, unless otherwise flagged in the CCS by Corrections Branch staff.
- (d) TELUS will confirm in writing, on an annual basis, that it complies with subsections (b) and (c) above.

- (e) TELUS will ensure that the CCS provides the Corrections Branch with the ability to merge phone account and phone records where more than one unique CS Number has been found for an Inmate.
- (f) TELUS will ensure that the CCS provides the Corrections Branch with the ability to advise the user when data exists for the original CS Number before proceeding with a merge.
- (g) TELUS will ensure that the CCS provides the Corrections Branch with the ability to split phone account and phone records where a single CS Number has been used for more than one Inmate.
- (h) TELUS will ensure that the CCS provides the Corrections Branch with the ability to force an Inmate to re-authenticate before using the phone in the event that data integrity issues are discovered.
- (i) TELUS will ensure that the CCS allows the Corrections Branch to configure specific numbers in the system as numbers for Privileged Contacts.
- (j) TELUS will ensure that, for all phone numbers configured in the CCS, the supporting data will include the following fields: first and last name, company name, and phone number type (cell, home or business).
- (k) TELUS will ensure that the CCS allows the Corrections Branch staff to automatically add any new numbers dialled by the Inmate, and to add new numbers.
- (l) TELUS will ensure that the CCS allows the Corrections Branch to search for all numbers in the CCS by all supporting data: phone number, first and last name, role and phone number type.
- (m) TELUS will ensure that the CCS will provide the ability to add or update numbers using a database file from external sources.
- (n) TELUS will ensure that the CCS will not delete called numbers and PINs but will allow such data elements to expire.

## 11. Usability/User Interface

- (a) TELUS will ensure that the CCS:
  - (i) has an effective search capability;
  - (ii) will find the correct record when blank spaces are included at the end of a line of text, or when a field value begins with zero;
  - (iii) will allow an Inmate's CS Number to be entered with dashes, spaces, decimals or parenthesis, and will allow phone numbers to be entered with dashes and parenthesis;
  - (iv) provides the Corrections Branch with the ability to search on data elements (including partial - wild card search %) in the CCS, including date, time, Centre, CS#, phone number and location), phone number called, call type (prepaid,



collect, debit, free), configured numbers (blocked, subsidized, privileged), call length, call termination code; and

- (v) operates through a unified set of controls and not contain distinct modules.

## 12. Specific Reporting Requirements

- (a) TELUS will ensure that the CCS allows the Corrections Branch to build new reports, customize and expand existing reports, and save report preferences if required.
- (b) TELUS will ensure that the CCS includes robust reporting functionality with web based historical and real-time reporting at no additional cost to the Corrections Branch.
- (c) TELUS will include, at a minimum, the following reporting parameters and filters: individual phone usage statistics, Inmate phone usage (FOI), system user audit (recorded calls and system actions), frequently called numbers, blocked numbers, subsidized/free numbers, privileged numbers, call volume, Inmate account statements, Inmate account balance, and billing reconciliation.
- (d) TELUS will ensure that the CCS produces reports available in PDF, WORD and EXCEL formats and that these reports can be accessed by the Corrections Branch. At a minimum, these reports will include the report configurations set out in the table below:

Report	Description	Frequency	Data Elements	Filters/sorts
R-1	Phone Usage Statistics - displays usage by phone	Weekly Monthly	Phone (name) Centre Call attempts Call connects Call accepts Call denies Termination reason Total call time for each phone (minutes)	All data elements Minutes Time period
R-2	Inmate Phone Usage - displays Inmates phone use, used for investigations or to troubleshoot Inmate complaints	Daily Weekly Monthly	CS# Inmate name Called number Centre Phone (name) Phone number Call length Date & time (of call acceptance) Start time (pickup, connect, accept) Stop time Call type (debit, collect, free) Termination reason Call cost	All data elements Time period

Report	Description	Frequency	Data Elements	Filters/sorts
R-3	FOI - Inmate Phone Usage - displays Inmate's phone usage. Provided to Inmates in response to FOI request.	Daily Weekly Monthly	CS Number Inmate name Called number Centre Phone (name) Call length Date & time (of call acceptance) Call type (debit, collect, free) Call cost	All data elements Time period
R-4	System User Audit - Recorded Calls - displays system user actions (SSU)	Daily Weekly Monthly	Name of staff who listened to recorded call Date listened Time listened Length of time listened Call recording Call Date Call Time Centre Living Unit Phone (name) Phone number CS Number Inmate name Call flagging ('do not delete' recorded call)	All data elements Length of time listened Time period
R-5	System User Audit - displays system user actions - excluding recorded calls (SSU)	Daily Weekly Monthly	Corrections staff name User action (any system changes, e.g., programming phone numbers, programming accounts, system changes - set time of phone usage, emergency shutdown etc.) Date Time Centre Living Unit CS Number Inmate name Subsidized or privileged number modifications (create, update, delete)	All data elements Time period

Report	Description	Frequency	Data Elements	Filters/sorts
R-6	Frequently Called Numbers - investigative tool for reviewing excessive phone usage	Daily Weekly Monthly	Called number Centre CS Number Inmate name Call attempts (& unique attempts) Call connects Call accepts Call denies Call length (minutes) Call length (rounded up minutes) Termination reason	Centre Phone (name) Number of call attempts Time period
R-7	Blocked Calls - display all blocked numbers, used for troubleshooting Inmate complaints, Called Party complaints	Weekly Monthly	Blocked number Blocked reason (call party, Corrections or Vendor) Date blocked Time blocked User that blocked the number Centre	All data elements Time period Centre CS# Inmate name
R-8	Subsidized Numbers /Privileged Numbers- report of all legal representatives and agencies that provide support to Inmates	Weekly Monthly	Number of calls Phone number (cell, home and work) Phone number type (free, privileged, and passive acceptance (rotary phone)) Name of party (first/last) Company name Company address Type of contact Last updated (date) Last date called ID # of update	All data elements (multiple phone number types) Group by Company Name (all lawyers associated to a Company) Group by number (all lawyers associated to a number) Time period

Report	Description	Frequency	Data Elements	Filters/sorts
R-9	Call Volume Report - summarizes calls for billing reconciliation	Daily Weekly Monthly	Number of calls Number of minutes of call Call type (debit, collect, free) Centre name Living Unit Phone (name) Total cost	Time period Centre Living Unit Phone (name)
R-10	Cost Call Transactions - displays all cost call transactions  NOTE: Account type will always be 'debit'	Daily Weekly Monthly	CS Number Inmate name Inmate Trust Account # Transaction type (deposit/withdrawal/adjustment) Transaction date Transaction time Transaction amount (call cost) Transaction receipt # Cash receipt Centre	Centre Time period CS Number Inmate name Transaction type
R-11	Inmate Account Statement - report of all cost call and account transactions for an Inmate  NOTE: Account type will always be 'debit'	Daily Weekly Monthly	CS Number Inmate name Inmate Trust Account # Transaction type (deposit/withdrawal/correction) Call date Call time Call length (minutes) Call cost Transaction receipt # Centre Living Unit Centre phone # Called Party phone #	CS Number Inmate name Inmate Trust Account # Time period Transaction receipt # Centre
R-12	Inmate Account Balances - displays the phone account balance for Inmates (useful for Inmate transfer/discharge)  NOTE: Account type will always be 'debit'	Daily Weekly Monthly	CS Number Inmate name Inmate Trust Account # Date account activated (most recent) Account status (active, inactive) Account balance cost Centre Living Unit	CS Number Inmate name Time period Inmate Trust Account # Centre



**13. Secure CCS LAN**

- (a) TELUS will provide a Secure CCS LAN within Correctional Centres designed to enable the CCS to be paid for via the Client Credit Account.

**14. Service Integration**

- (a) TELUS will provide an interface that is integrated with intake and eServices provisioning in CORNET for the purpose of managing Client enrolment, transfer and release.
- (b) TELUS will ensure that the CCS accounting system integrates with the Inmate Trust Account.
- (c) (a) and (b) are subject to the Client Communication Service (CCS) – CORNET Nexus Integration Points document to be finalized between the Corrections Branch and TELUS.

**15. System Audit**

- (a) TELUS will ensure that the CCS provides full auditing that tracks the time, date, location, user, user access level/role and action for all user activity.

**16. System Administration**

- (a) TELUS will ensure that the CCS provides an interface to manage access to the CCS and security based on groups and roles.
- (b) TELUS will ensure that the CCS provides an interface to manage access and system security based on locations.
- (c) TELUS will ensure that, on a planned or emergency basis, the CCS will provide the ability for Corrections Branch staff to enable, disable or create voice scripts, announcements and notifications.
- (d) TELUS will ensure that the CCS will include the ability to configure specific access levels.

**17. CCS Help Features**

- (a) TELUS will ensure that the CCS provides phone usage help features for Inmates using scripts, announcements, notifications or interactive options.
- (b) TELUS will ensure that the CCS provides a web-based online help system for Corrections Branch staff.

**18. Data Conversion**

- (a) TELUS will ensure that all pre-existing phone numbers and the following associated data configurations will be entered and configured in the CCS:
  - (i) Privileged numbers;

- (ii) Blocked numbers;
  - (iii) Subsidized/free numbers; and
  - (iv) Comment fields - to provide supporting details for call control configurations.
- (b) The following pre-existing data associated with the Inmate phone accounts will be entered and configured in the CCS
  - (i) CS Number (same as CCS PIN Number);
  - (ii) First/last name;
  - (iii) Date of birth;
  - (iv) Comments fields - to provide supporting details for call control configurations;
  - (v) Blocked numbers; and
  - (vi) Current phone account balance.

**19. Additional Services**

- (a) The following are the additional services that may be offered to Corrections Branch by TELUS during the CCS Term:
  - (i) TELUS will provide Softphone capabilities that can be delivered via the eDevice;
  - (ii) TELUS will develop a pay per use Controlled Text Messaging service; and
  - (iii) TELUS will develop a pay per use Controlled Video Calling service.
- (b) Corrections Branch will bring requirements for any additional CCS Services or Out of Scope Services, to TELUS initially through the CCS Governance Process, and then to the Administrator for approval. Any additional CCS service or Out of Scope Services must be approved as a Change Order under the Agreement by the Administrator.

**20. Capacity Management**

- (a) TELUS will:
  - (i) manage capacity requirements for CCS components based on the traditional volume averages as indicated in the call volume reports produced pursuant to s. 12 of this attachment, up to an overage variance of 25%. If the call volume exceeds the 25% overage variance, TELUS will inform Corrections Branch and provide a plan within 90 days, at no cost to Corrections Branch, to maintain CCS performance;
  - (ii) advise Corrections Branch when an upgrade is available or if future capacity expansion is required; and

determine if the upgrade or capacity expansion will impact the CCS and work with Corrections Branch, at no cost to Corrections Branch, to plan and test the upgrade or capacity expansion.

**21. Maintenance**

- (a) As part of the CCS, and at no additional cost, TELUS will:
  - (i) provide maintenance services including repair, replacement of Hardware or Systems, upgrades in compliance with the Hardware manufacturer's specifications, and ongoing support of the CCS system to Corrections Branch for the CCS Term;
  - (ii) in accordance with the procedures of the CCS Governance Process, maintain and upgrade the CCS (including security patches) to align with the Corrections Branch infrastructure; and
  - (iii) include a plan that will be used for all CCS enhancements or bug fixes and that includes a Forward Schedule of Changes (FSC) review/approval cycle, where approval from the Corrections Branch will be given one month before implementation (excluding emergency changes and a separate condensed review/approval cycle for emergency changes, where approval from the Province will be required at least one day before implementation, or sooner based on urgency and mutual agreement with the Corrections Branch.
- (b) TELUS will provide notification to the Corrections Branch staff of any system shut downs (routine maintenance or emergency system outage) in accordance with Attachment N-11.
- (c) TELUS will maintain the network hardware, including routers, servers, switches, provided by TELUS for the CCS.
- (d) TELUS will advise the Corrections Branch when an upgrade is available or if future capacity expansion is required.

**22. Phone and Trust Account Management**

- (a) TELUS will provide an accounting system that manages costs and payments associated with Inmate collect, debit, prepaid debit/collect or subsidized calls.
- (b) TELUS will ensure that the CCS enables the Corrections Branch to credit Inmate accounts for calls that were disconnected in error.
- (c) TELUS will provide the ability to reimburse Client Contacts and Inmates.
- (d) TELUS will reimburse phone funds that belong to Client Contacts.
- (e) The Corrections Branch will reimburse phone funds that belong to Inmates.
- (f) TELUS will ensure that phone funds are directly linked to the Inmate so that there is no need to transfer funds between Centres when an Inmate moves from one Centre to another Centre.

- (g) TELUS will allow Corrections Branch staff to place a configurable number of free calls on an Inmate's PIN.
  - (h) TELUS will provide a debit calling option for Inmates making international calls. The international calls must not require any assistance from an operator and will be subject to the same call control and restrictions in place for local and long distance calls.
  - (i) TELUS will ensure that billing does not begin until the Called Party actively accepts the call.
  - (j) TELUS will notify the Inmates of their current phone account balance after authentication.
  - (k) TELUS will allow Corrections Branch staff to limit the amount of funds that may be deposited in an Inmate's phone account.
  - (l) TELUS will allow Client Contacts to deposit funds into an Inmate's phone account by phone or online using credit cards or debit cards.
  - (m) TELUS will enable Inmates to transfer their funds back and forth between their CCS Inmate debit phone accounts and their Inmate Trust Accounts.
23. On a weekly basis the Corrections Branch and TELUS will reconcile the net amount of all funds transferred between the CCS Inmate debit phone accounts and the Inmate Trust Accounts.
24. **Third party Software.** The Corrections Branch will notify TELUS of third party Software that needs to be included into specific CCS components and their inclusion will be subject to the following additional procedures:
- (a) TELUS will review such notifications against TELUS' standard protocols and processes regarding the use of third party Software from a risk review and security perspective;
  - (b) TELUS will use commercially reasonable efforts to identify a risk mitigation strategy/plan (such as a separate dedicated environment) to accommodate the inclusion of such third party Software. If such risk mitigation plan/strategy is not viable, TELUS, in its sole and absolute discretion, has the right to refuse the inclusion of such third party Software;
  - (c) For greater certainty, nothing in this Attachment H-11 will restrict the Corrections Branch from selecting or using any Software, including engaging another service provider or hosted environment for any third party Software that TELUS refuses to permit on the TELUS side of the Demarcation Point;
  - (d) With respect to third party Software that TELUS permits, TELUS will work with applicable third parties to integrate the Software into the CCS, on a time and materials basis in accordance with the fees set out in the Price Book; and
  - (e) For greater certainty, the addition of third party Software to a CCS component under this Section 3 will be considered an Ordinary Course Change and will not be subject to the CCS Change Process.
25. **CCS Hosted from within Canada**

- (a) Without otherwise limiting the Privacy Obligations or the Security Obligations, or its compliance with the Policies, TELUS will ensure that the CCS is hosted from within Canada at all times during the CCS Term.

26. **Service Availability**

- (a) TELUS will ensure that the CCS are available within Correctional Centres at times specified by the Corrections Branch and as agreed to by TELUS in accordance with Attachment J-VI of the Agreement.



## Schedule 2

### Attachment J-VI

#### Service Level Descriptions for Client Communication Services

##### 1. Introduction

This Attachment identifies Service Levels that TELUS is required to achieve in performing the CCS and the corresponding Service Level Descriptions and Critical Thresholds.

##### 2. Service Levels

(a) TELUS will comply with the following Service Levels for the CCS Services:

<b>Reference Number:</b>	<b>J-VI-SLO-1</b>	
<b>Service Level Name:</b>	Service Availability	
<b>Service Level Requirement:</b>	Service Availability for Call Control Platform Percentage $\geq$ 99.7%	
<b>Type of Service Level:</b>	SLO	
<b>Service Unit(s):</b>	<b>Reference:</b>	<b>Service/Service Title</b>
	H-11	Client Communication Services
<b>Definitions:</b>	<p>"Available Hours" means 17 hours, which for clarity are during the Availability Window.</p> <p>Availability Window" means 0600 – 2300 PST.</p> <p>"Total Downtime" means the sum of all minutes the Call Control Platform is unavailable or subject to a material degradation of the CCS Service during the Measurement Period.</p> <p>"Total Possible Uptime" means the sum of all minutes during the Measurement Period (e.g. 60 minutes x Available Hours x number of days in the Measurement Period), excluding time accrued for Excluded Events.</p>	
<b>Monitoring</b>	Reactive	
<b>Measurement Methodology:</b>	TELUS Network monitoring tools.	
<b>Measurement Period:</b>	Monthly	

<b>Measurement Calculation:</b>	Service Availability Percentage = $100 - (100 \times \text{Total Downtime} / \text{Total Possible Uptime})$
<b>Special Reporting Requirements:</b>	Monthly
<b>Critical Threshold:</b>	If TELUS fails to meet this Service Level on 3 or more consecutive times or for 4 or more times in any twelve 12 month period, such failure will be deemed to be a Chronic Failure for the purposes of section 10.09 of this Agreement and all corresponding rights and remedies will apply.

<b>Reference Number:</b>	<b>J-VI-SLO-2</b>	
<b>Service Level Name:</b>	P1 & P2 Time to Restore	
<b>Service Level Requirement:</b>	Time to Restore Rate $\geq 70\%$	
<b>Type of Service Level:</b>	SLO	
<b>Service Unit(s):</b>	Reference:	Service/Service Title
	H-11	Client Communication Services
<b>Definitions:</b>	<p><b>"Compliant Restoration Time"</b> means the Time to Restore for a Priority 1 Incident or Priority 2 Incident is <math>\leq 4</math> hours within the Availability Window.</p>	
<b>Monitoring</b>	Reactive	
<b>Measurement Methodology:</b>	TELUS Network monitoring tools.	
<b>Measurement Period:</b>	Monthly	
<b>Measurement Calculation:</b>	$\text{Time to Restore Rate} = (\text{total number of Compliant Restoration Times in the Measurement Period}) / (\text{total number of Priority 1 Incidents and Priority 2 Incidents in Measurement Period}) \times 100$	
<b>Special Reporting Requirements:</b>	Monthly	
<b>Critical Threshold:</b>	N/A. This Service Level will not qualify for Chronic Failure.	

<b>Reference Number:</b>	<b>J-VI-SLO-3</b>	
<b>Service Level Name:</b>	P3 & P4 Time to Restore	
<b>Service Level Requirement:</b>	Time to Restore Rate $\geq$ 85%	
<b>Type of Service Level:</b>	SLO	
<b>Service Unit(s):</b>	<b>Reference:</b>	<b>Service/Service Title</b>
	H-11	Client Communication Services
<b>Definitions:</b>	<p><b>"Compliant Restoration Time"</b> means the Time to Restore for a Priority Level 3 Incident and for Priority Level 4 Incident is <math>\leq</math> 3 Business Day.</p>	
<b>Monitoring</b>	Reactive	
<b>Measurement Methodology:</b>	TELUS Network monitoring tools.	
<b>Measurement Period:</b>	Monthly	
<b>Measurement Calculation:</b>	$\text{Time to Restore Rate} = (\text{total number of Compliant Restoration Times in the Measurement Period}) / (\text{total number of Priority 3 Incidents and Priority 4 Incidents in Measurement Period}) \times 100$	
<b>Special Reporting Requirements:</b>	Monthly	
<b>Critical Threshold:</b>	N/A. This Service Level will not qualify for Chronic Failure.	

**Schedule 3**  
**Attachment N-11**  
**Problem and Incident Management Procedures for**  
**Client Communication Services**

**1. Introduction**

In connection with any Incidents or other service issues with respect to the CCS, TELUS will comply with the requirements, including, without limitation, procedures and documentation, set out in this Attachment, and to the extent not conflicting or inconsistent with this Attachment, Schedule N (excluding Attachments).

**2. TELUS Single Point of Contact**

Notwithstanding section 3 of Schedule N, TELUS will provide a dedicated single point of contact 24 hours a day, 7 days per week (including statutory holidays) throughout the CCS Term to receive, initiate and escalate Trouble Tickets regarding the CCS (the "**CCS Centre**"). The CCS Centre will be accessible to the Corrections Branch by a toll free telephone number.

**3. Notification and Reporting**

Notwithstanding sections 6 and 11 of Schedule N, TELUS will provide notice and status updates only with respect to Incidents classified as Priority Level 1 or Priority Level 2.

**4. Client and Client Contact Support**

- (a) TELUS will provide the following support:
  - (i) support services for Client Contacts will be provided via a Canadian-based website to log issues and receive responses;
  - (ii) support services for Client Contacts will be provided via a Canadian based e-mail service to log issues and receive responses;
  - (iii) Client Contacts will be provided with a Single Point of Contact ("SPOC") 24 hours a day, 7 days per week (including statutory holidays) throughout the CCS Term to provide technical support. The SPOC will be accessible by a toll free telephone number, electronic mail address and website; and
  - (iv) a voicemail system available to Clients to log issues (the "Client Helpline"). TELUS will respond to Client issues by voicemail.
- (b) TELUS will ensure that all Client calls to the Client Contact SPOC are Monitored and recorded and are accessible by the authorized Corrections Branch staff at any time.
- (c) TELUS will maintain an electronic log of all issues received and resolved through the Client Helpline, including CS Numbers, date and time. This electronic log will be accessible by authorized Corrections Branch staff through the Call Control Platform.

**Schedule 4**  
**Attachment R-11**  
**CCS Specific Security Requirements**

In addition to TELUS' other obligations under Schedule R, and without limitation, TELUS will, at no charge to the Province comply with the following terms, conditions and requirements in connection with the provision of CCS under the Agreement:

1. TELUS will provide a team led by a senior project manager directing a business lead, project lead and technical lead as a part of a dedicated core team that will be the key liaisons with the Corrections Branch for the Term. Descriptions of the resources will include name, expertise and role.
2. As an additional security screening requirement, in addition to the criminal record check requirements contained in section 26 of Schedule R, TELUS will ensure that each of its personnel or its Approved Sub-contractor's personnel involved in providing CCS and who have access to the Correctional Centres, or the CCS communication records (CCS Communication Records means communications detail records which describe the originator, time, duration, destination of the communications and any record of the communication itself) have completed a criminal record check obtained through their local policing agency. Criminal records checks must be repeated on an annual basis throughout the Term.
3. TELUS will, at the request of the Corrections Branch and subject to the CCS Change Order process, comply with any additional security screening requirements before allowing any employees and or CCS Approved Sub-Contractors access to Corrections Branch equipment, Buildings, or sensitive information.
4. TELUS will not allow any individual to provide the CCS under the Agreement unless the Corrections Branch has indicated to TELUS that the results of any criminal records check and any additional security screening checks the Province requested are satisfactory.
5. TELUS will have procedures in place to immediately revoke access of their personnel and/or CCS Approved-Subcontractors in case of employment or contract termination or security concerns.
6. TELUS will provide fully trained, qualified workers for the CCS equipment and software as required.



**Schedule 5**  
**Attachment BB-11**  
**CCS Specific Training**

**1. Introduction**

As of the date the CCS become available, TELUS will make available to the Corrections Branch the specific training and related training documentation detailed in this Attachment.

**2. Training and Documentation**

- (a) TELUS will develop a training plan with the Corrections Branch during the implementation of the CCS to meet the business needs of the Corrections Branch and that includes:
    - (i) initial onsite training and support for the Corrections Branch and Clients; and
    - (ii) on-line training sessions and materials.
  - (b) TELUS will provide manuals and documentation for the Corrections Branch and Clients that will cover all aspects of the CCS including both CORNET and CCS components.
  - (c) TELUS will provide a calling instruction handout to be provided to Clients. Instructions will be in English using plain language approved by the Province.
  - (d) TELUS will ensure that each phone displays calling instructions on the phone set in the form of a printed instruction card.
  - (e) TELUS will provide written calling instructions posted within view of each phone. Instructions will be in English using plain language as approved by the Corrections Branch from time to time.
3. TELUS will, with consultation from the Corrections Branch, develop a training/communications plan to coincide with the implementation of the CCS. The training will consist of a maximum of 120 hours of onsite training prior to the implementation of the CCS to those staff members designated by the Corrections Branch.
4. TELUS will support onsite training and will provide secure access to on-line resources such as training materials and documentation 24 hours per day, seven days per week and by providing hard copies of training materials to the Corrections Branch as required by the training plan.

## Schedule 6

### CCS-Specific Definitions

#### In this Change Order:

**“Average Monthly Projected Revenue”** means the average monthly gross revenue to TELUS for Commissionable Services, less any contributions made to the Client Credit Account, over the six-month period immediately preceding the Termination.

**“Buildings”** means the building infrastructures of Correctional Centres or of offices where adults under supervision pursuant to a court order report to a probation officer appointed under the *Correction Act*.

**“Call Control Platform”** means the hosted application and server located in the TELUS data centre that supports the CCS.

**“Called Party”** means the receiver of a call made by a Client or Client Contact.

**“CCS Approved Subcontractors”** has the meaning set out in Section 17 of this Change Order.

**“CCS Centre”** means a TELUS dedicated single point of contact 24 hours a day, 7 days per week (including statutory holidays) throughout the CCS Term to receive, initiate and escalate Trouble Tickets regarding the CCS.

**“CCS Governance Process”** means the process described in Schedule 9 to this Change Order.

**“CCS Implementation Project”** has the meaning set out in Section 15 of this Change Order.

**“CCS Term”** has the meaning set out in Section 7 of this Change Order.

**“Client”** means an Inmate as defined in the *Correction Act* or a person under supervision in the community in accordance with a court order.

**“Client Biometric”** means a voice biometric service created within the Call Control Platform;

**“Client Communication Services” or “CCS”** means the Available Services described in this Change Order.

**“Client Contacts”** means family and friends of Clients, professionals and external agencies contacted by Clients.

**“Client Credit Account”** means the account established pursuant to section 1(a) of Schedule 7 to this Change Order.

**“Client Credit Dollars”** means dollars credited to the Client Credit Account.

**“Commissionable Services”** means those CCS Services identified as “Commissionable” in section 2 of Attachment H-11.

**“Controlled”** means any communications subject to the features and configurations within the

CCS.

**“Controlled Text Messaging”** means an electronic text messaging service enabling Client Contacts approved by the Corrections Branch to communicate with a Client.

**“Controlled Video Calling”** means scheduled internet protocol based secure video/audio calls enabling Client Contacts approved by the Corrections Branch to communicate with a Client.

**“Controlled Voice Calling”** means calls placed by Inmates to Client Contacts through the CCS.

**“Controlled Voice Calling – Subsidized”** means calls placed by Inmates to Subsidized Numbers, that are free of charge, to organizations and professionals approved by the Corrections Branch.

**“Controlled Voicemail”** means electronic voice messages left for a Client by a Client Contact.

**“Controlled Voicemail – Broadcast”** means recorded messages delivered to Clients from Corrections Branch staff using Controlled Voicemail.

**“CORNET”** means Corrections Network, which is an offender and case management system for all persons who come into contact with the Corrections Branch of the Ministry of Justice or the Youth Justice Branch of the Ministry of Children and Families in BC.

**“Corrections Branch”** means the Corrections Branch of the Ministry of Justice of the Province.

**“Correctional Centres”** or **“Centres”** means the following correctional centres for adults, and any other correctional centres designated under the *Correction Act*:

- Alouette Correctional Centre,
- Ford Mountain Correctional Centre,
- Fraser Regional Correctional Centre,
- Kamloops Regional Correctional Centre,
- Nanaimo Correctional Centre,
- North Fraser Pre-Trial Centre,
- Okanagan Correctional Centre,
- Prince George Regional Correctional Centre,
- Surrey Pre-Trial Services Centre, and
- Vancouver Island Regional Correctional Centre.

**“Correctional Industry Standards”** means the standards and common practices followed by correctional centres, penitentiaries and community supervision offices in North America.

**“CS Number”** means the unique numeric eight digit identification number assigned to a Client by the Corrections Branch.

**“eDevice”** means a softphone capable electronic device connected to the Secure WAN Network and designed to provide Clients with secure access to electronic justice services.

**“eServices”** means electronic justice services provided to Clients by the Corrections Branch through eDevices and the CCS.

**“ICON II Project”** means the Integrated Corrections Offender Network (**ICON**) II project.

**“Implementation Project Plan”** means the plan referenced in section 15 of this Change Order.

**“Inmate”** has the same meaning as in the *Correction Act*.

**“Inmate Benefit Fund” or “IBF”** means the fund operated by the Corrections Branch to purchase goods and services for the benefit of Inmates.

**“Inmate Trust Account”** means an Inmate’s CORNET electronic trust account managed by the Corrections Branch.

**“Monitor”** has the same meaning as in Section 14 of the *Correction Act Regulation*.

**“Price Book”** has the meaning set out in the Agreement.

**“Privileged Call”** means a call between a Client and a Privileged Contact.

**“Privileged Contact”** means entities described in section 13 of the *Correction Act Regulation*.

**“Province Dollars”** means fees, charges or other amounts paid directly by the Province and/or Corrections Branch to TELUS in respect of the CCS or Services relating to the CCS, including Province payments to balance the Client Credit Account pursuant to s. 1(f) of Schedule 7, but excludes any fees, charges or other amounts paid by Clients or Client Contacts to TELUS and deductions from the Client Credit Account as contemplated pursuant to ss. 1(d) and (e) of Schedule 7.

**“Secure CCS LAN”** means a local area network within Correctional Centres designed to enable eServices to the eDevices.

**“Secure WAN Network”** means a secure wide area network designed to enable the CCS.

**“Softphone”** means a software capability which enables VoIP telephony on an eDevice.

**“Subsidized Numbers”** means phone call type identified as Subsidized in Section 2 of H11 that can be called by a Client without a cost to the Client and paid for by the Client Credit Account

## Schedule 7

### **Client Credit Account**

#### **1. Client Credits**

- (a) TELUS and the Corrections Branch hereby establish a client credit account (the "Client Credit Account"). The Client Credit Account is an account expressed in dollars ("Client Credit Dollars") administered by TELUS for the CCS Term for the sole benefit of the Corrections Branch. For clarity, the purpose of the Client Credit Account is to maintain and enhance the CCS.
- (b) Each month TELUS will contribute Client Credit Dollars to the Client Credit Account in accordance with Section 2 of Attachment C11 of the Price Book.
- (c) Each month TELUS will provide an invoice and report including the details as described in Section 2 below by the 15<sup>th</sup> day of the month following. The Corrections Branch will review and approve the invoice for processing within 5 Business Days. If the Corrections Branch determines that the invoice is not acceptable then the issue will be escalated to the CCS Governance for resolution within 5 Business Days. The actual deduction from the Client Credit Account will not take place without Corrections Branch approval as set out in this section.
- (d) TELUS will deduct Client Credit Dollars from the Client Credit Account to pay for:
  - (i) Controlled Voice Calling –Subsidized;
  - (ii) Provision and maintenance of eDevices;
  - (iii) Installation, management and maintenance of the Secure CCS LAN; and
  - (iv) Interfaces with Corrections Branch offender management systems to support the CCS as described in H11 Section 11.
  - (v) With respect to items (ii), (iii), and (iv) above the Corrections Branch must approve budgets, work plans and payment schedules prior to TELUS providing these goods and services or any Client Credit Dollars being deducted from the Client Credit Account.
- (e) In addition to the deductions pursuant to section 1(d) above, TELUS will where directed by the Corrections Branch make quarterly payments up to a maximum of \$125,000 annually to the Inmate Benefit Fund to be deducted from, and subject to available funds in, the Client Credit Account. At the sole discretion of the Corrections Branch this amount may be reduced.
- (f) As of December 31<sup>st</sup> of each year of the CCS Term, if the costs deducted pursuant to 1(d) and the payments made pursuant to 1(e) of this Attachment exceed the available Client Credit Dollars in the Client Credit Account at year end including the full amount of the December Client Credits, the Corrections Branch will balance the Client Credit Account by January 31<sup>st</sup> of the year following. If an expenditure to be made by the Corrections Branch, or a deduction to be made by TELUS from the Client Credit Account, will result in a Client Credit Account deficit, the matter will be referred to Governance, beginning at CCS Management Committee. TELUS and the Corrections



Branch will work together cooperatively and proactively to manage the Client Credit Account, and take all reasonable steps to ensure that it does not fall into deficit.

- (g) As of December 31st of each year of the Term, if there is a remaining balance of Client Credit Dollars in the Client Credit Account after the deductions are made pursuant to section 1(d) of this Attachment and the payments are made pursuant to section 1(e), that remaining balance will be, at the direction of the Corrections Branch, payable by TELUS to the Corrections Branch or will remain as an outstanding balance in the Client Credit Account and will carry forward into the next calendar year.

## 2. **Monthly Accounting**

- (a) The TELUS report described in Section 1(c) above shall provide the Corrections Branch with the following information:
  - (i) Commissionable Services revenue (by type);
  - (ii) Subsidized Services and calls (by type);
  - (iii) The amount of Client Credit Dollars credited to the Client Credit Account;
  - (iv) The amounts under sections 1(d) and 1(e) of this Attachment; and
- (b) Charges for SIF Eligible Core Services will be reported to the Administrator's Office.

**Schedule 8**  
**Implementation Project Plan**

The Implementation Project Plan document will contain the following:

1. a governance process for the Project (which may be the CCS Governance Process or elements thereof);
2. list of TELUS key personnel, including the TELUS project director who will be responsible for the project and its activities;
3. TELUS' responsibilities in managing and performing the activities necessary to complete the Project;
4. ongoing project management reporting obligations by TELUS;
5. clearly defined Milestones that TELUS will meet in its performance of activities and Milestone Dates for completing such Milestones in a tabular format.
6. clearly defined deliverables, including Tested Deliverables, that TELUS must deliver as part of the Project; and GPS Dependencies which function in accordance with section 3 of Schedule I of the TSMA, in a tabular format;
7. for each deliverable, a clear definition of the nature of the deliverable and its purpose;
8. a project schedule in Microsoft Project format which will set out, among other things, the timeline for completing the Project, including work packages(tasks), logical dependencies between tasks, resources assigned to tasks and all delivery milestones and Acceptance Testing periods;
9. The schedule to include all implementation activities, including but not limited to the following activities:
  - (i) Pre-Installation Activities
    - i. Contract Negotiations
    - ii. Project Initiation
    - iii. Planning and Design
    - iv. Service Design
    - v. Integration Planning
    - vi. Lab Setup & Testing
    - vii. Transition Planning
  - (ii) Implementation and Transition Activities
    - i. Production Platform Installation
    - ii. Production IP Network Build (in parallel with platform build)
    - iii. Test Facility Installation
    - iv. Production Facilities Installation and Cutovers
      1. Facility #2

2. Facility #3
  3. Facility #4
  4. Facility #5
  5. Facility #6
  6. Facility #7
  7. Facility #8
  8. Facility #9
- (iii) Project Closure Activities
10. a project budget, in a form mutually agreed by TELUS and the Corrections Branch for any elements of the plan which are to be funded from the Client Credit Accounts or direct Province financial contribution.
  11. unless otherwise specified in the Project Documentation, and where mutually agreed by the Parties, remedies for the Corrections Branch to address Milestones Dates that are missed by TELUS (except as a result of non-fulfilled GPS Dependencies);

## **Schedule 9**

### **CCS-Specific Governance**

#### **1. Introduction**

This Schedule describes the governance model for the CCS Services.

#### **2. Governance Model**

- (a) The ICON II Project Management Committee will manage the implementation of the CCS until cutover to operational status. TELUS will provide a representative to the ICON II Project Management Committee until the CCS is operational.
- (b) When the CCS is operational, the Operations Governance model provided for under Section 4 of this Schedule comes into effect. This model will remain in effect for the remainder of the Term.

#### **3. ICON II Project Governance**

- (a) ICON II Project Management Committee ("PMC")
  - (i) The ICON II PMC consists of representatives appointed by the Province to oversee the implementation of the ICON II Project, which includes CCS.
  - (ii) TELUS will appoint a representative to become a member of the ICONII PMC to attend weekly meetings. Meetings will include status and progress reports, tasks assigned, issues management and change requests raised.
- (b) Technical Working Committee ("TWC")
  - (i) ICON II PMC will create technical working committees with terms of references, as required. As required by the PMC, TELUS will appoint representatives to the TWCs.
  - (ii) In general, TWC members will:
    - A. Supply detailed information about their requirements to the PMC;
    - B. Review and comment on deliverables prepared and presented by the PMC;
    - C. Communicate project information to the project users, partners and stakeholders;
    - D. Identify risks and recommend mitigation strategies;
    - E. Identify issues raised, and refer recommendations to the PMC;
    - F. Provide input and advise on proposed scope changes; and
    - G. Attend Meetings and workshops.

(c) Dispute Resolution

- (i) Any disputes which may arise pertaining to the management of the CCS which cannot be resolved by the PMC shall be referred to the ICON II Project Director and their counterpart at TELUS.
- (ii) Any disputes which cannot be resolved by the Project Director and TELUS shall be referred to the Assistant Deputy Minister, Corrections Branch, and their counterpart at TELUS.
- (iii) Any disputes which cannot be resolved by the Assistant Deputy Minister, Corrections Branch, and his or her counterpart at TELUS shall be referred to the Strategic Management Committee under the Agreement and resolved by the Province and TELUS in accordance with Section 28 of the Agreement.

4. **Operations Governance**

- (a) The Operations Governance model comes into effect for the remainder of the CCS Term when the CCS is operational.
- (b) CCS Management Committee
  - (i) The CCS Management Committee will be established and have the authority to make decisions with respect to the operations and budget of the CCS service.
  - (ii) The Corrections Branch and TELUS will appoint management representatives to the CCS Management Committee. The CCS Management Committee will establish terms of reference for itself and its sub-committees, to manage the ongoing operation of the CCS.



Change Order			
<p>This Change Order is made under and is subject to the terms and conditions of the Telecommunications Service Master Agreement effective July 29, 2011, as may be amended from time to time, between TELUS Communications Company, Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Ministry of Labour, Citizen's Services and Open Government, Insurance Corporation of British Columbia, British Columbia Hydro and Power Authority, British Columbia Lottery Corporation, Workers Compensation Board of British Columbia, Provincial Health Services Authority, Northern Health Authority, Interior Health Authority, Fraser Health Authority, Vancouver Island Health Authority and Vancouver Coastal Health Authority (the "Agreement").</p> <p>Where capitalized words and expressions defined in the Agreement are used in this Change Order, such words and expressions shall have the meaning ascribed to them in the Agreement.</p>			
CR Number:	TSMA-0037-CO		
Change Name:	Addition of new Available Service: Client Communication Services		
C/JC Dec 31/12 Requesting Organization: ID DEC 28, 2012	Legal Name: Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Ministry of Labour, Citizen's Services and Open Government	Requested by:	C. J. Ritchie Administrator and Assistant Deputy Minister, Strategic Partnerships
TSMa Service Tower:	Client Communication Services		
A. CHANGE DESCRIPTION			

In connection with the provision of Client Communication Services by TELUS to the Corrections Branch of the Ministry of the Justice of the Province ("Corrections Branch"), as document by Change Order Number TSMA-0036-CO (the "TSMA CCS Change Order"), the Province and TELUS hereby amend the Price Book to add Attachment C-11, attached hereto as Schedule 1.

B. APPROVALS			
<p>This Change Order may be executed in several counterparts and delivered by electronic transmission, each of which when so executed and delivered shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument, notwithstanding that all of the parties are not signatories to the original or the same counterpart.</p>			
Authorizing Individual (including title) of the GPS Entity:	C. J. Ritchie Administrator and Assistant Deputy Minister, Strategic Partnerships	Phone Number:	
Highest Level of Change Request Approval: NB. Select one of these bodies, per nature of change.		Operational Management Committee	
		Strategic Management Committee	
		<input checked="" type="checkbox"/> Executive Governance Committee	

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<b>TSMA Service Tower:</b>	Client Communication Services		

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<b>Authorizing Individual (including title) of the GPS Entity:</b>	C. J. Ritchie Administrator and Assistant Deputy Minister, Strategic Partnerships	<b>Phone Number:</b>	
<b>Highest Level of Change Request Approval:</b> NB: Select one of these bodies, per nature of change.			Operational Management Committee
			Strategic Management Committee
		<b>X</b>	Executive Governance Committee

Signatures			
On Behalf of TELUS:		On Behalf of the GPS Group:	
Agreed To:		Agreed To:	
Name:	Joe Natale <i>Monny Natale</i>	Name:	C.J. Ritchie
Title:	Chief Commercial Officer SVP	Title:	Administrator and Assistant Deputy Minister, Strategic Partnerships [Co-chair, OMC]
Signature:	<i>Joe Natale</i>	Signature:	<i>C.J. Ritchie</i>
Date:	December 24, 2012	Date:	December 21, 2012

## Schedule 1

### Attachment C11– Client Communication Services Pricing

This Attachment sets out the pricing for the CCS Services and its associated features.

**Definitions.** The definitions listed in Schedule 6 to the TSMA CCS Change Order are applicable in the same manner to this Change Order as set out in Section 5 to the TSMA CCS Change Order.

#### 1. Pricing

- (a) Notwithstanding Section 16.1.1 of the Agreement, TELUS will charge Clients and Client Contacts directly for the following Commissionable Services at the rates set out in the following table:

CCS Call Type	Debit (Client) (these rates include applicable taxes)	Collect (Client Contact) (these rates do not include applicable taxes)	Pre-Paid (Client Contact) (these rates include applicable taxes)
Local Calls	\$0.90	\$2.00	\$0.90
Long Distance Canada & USA	\$0.80 (first minute) + \$0.30 (each additional minute)	\$1.50 + \$0.30 (each additional minute) (to change to \$0.40 effective March 1, 2013)	0.80 (first minute) + \$0.30 (each additional minute)
Long Distance - Overseas	\$0.85 (first minute) + \$0.35 (each additional minute)	N/A	N/A
Toll-Free	N/C	N/C	N/A
Voicemail Incoming Only	N/A	\$1.00 per message	N/A

- (b) TELUS will deduct the costs of calls to Subsidized Numbers from the Client Credit Account at the following rates per call:

Subsidized Voice Call	CCS Rate (per call) (these rates include applicable taxes)
Local Calls	\$0.40

Long Distance Calls	\$0.40
Voicemail - Broadcast	N/C

- (i) TELUS will ensure that the CCS allows the Corrections Branch to configure specific numbers in the system at no cost to the Client and subsidized by the Client Credit Account.
  - (ii) TELUS will ensure that the CCS allows the Corrections Branch to configure toll free numbers and phone numbers at no cost to the Client and not subsidized by the Client Credit Account.
- (c) Additional services rates:
- (i) If the Corrections Branch requires additional professional services from TELUS other than those set out in Section 3 of the Change Order then such professional services must be approved in advance by the Corrections Branch, and will be provided at the rates set out in the Agreement and the costs will be deducted from the Client Credit Account or such other payment mechanisms as the Corrections Branch may determine.

## 2. **Client Credit Account**

- (a) Pursuant to section 1(b) of Schedule 7 to the TSMA CCS Change Order, TELUS will contribute Client Credit Dollars to the Client Credit Account in the amount of 22% of the revenues generated from Commissionable Services