



SERVICES AGREEMENT

24/7 Mental Health Counselling and Referral Services For Post-Secondary Students

Between

**Her Majesty the Queen in right of the Province of British Columbia
as represented by the Minister of Advanced Education, Skills and Training**

and

Morneau Shepell Ltd.

Contract # [C20/6071]

January 13, 2020

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**SERVICES AGREEMENT
24/7 MENTAL HEALTH COUNSELLING AND REFERRAL SERVICES
FOR POST-SECONDARY STUDENTS**

Contract # C20/6071

THIS AGREEMENT is made the 13th day of January, 2020 (“**Effective Date**”).

BETWEEN:

Her Majesty the Queen in right of the Province of British Columbia, represented by the Minister of Advanced Education, Skills and Training

(the “**Province**”),

OF THE FIRST PART

AND:

Morneau Shepell Ltd., a body corporate incorporated under the laws of Canada and having its offices at 895 Don Mills Road, Tower One, Suite 700, Toronto, Ontario M3C 1W3

(the “**Contractor**”)

OF THE SECOND PART

WHEREAS:

- A. The Province issued the Request for Proposals;
- B. The Contractor submitted a response to the Request for Proposals (the “**RFP Response**”), and was selected as the successful proponent;
- C. The Province wishes to retain the Contractor to provide, and the Contractor agrees to provide, the Services on the terms and conditions contained in this Agreement.

NOW THEREFORE in consideration of the premises and mutual covenants set out in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 Definitions

Unless otherwise provided in this Agreement, including in any Schedules attached to this Agreement, capitalized terms will have the meanings given to those terms in the attached Schedule A. Terms defined elsewhere in this Agreement will have the meanings ascribed to them.

1.2 Interpretation

Unless expressly stated otherwise or unless the context otherwise requires, in this Agreement:

- (a) a reference to an enactment refers to it as may be amended or contained in a later enactment and in force at the applicable time, and includes any subordinate enactments and statutory instruments made under it;
- (b) a reference to any international or independent published best practice, code, standard or rules, whether or not expressly named, refers to it as may be updated or contained in a later published best practice, code, standard or rules, other than in a discussion draft, at the applicable time;
- (c) any approval, consent, authorization, option, right or other discretion exercisable by the Province will be in the Province's sole and absolute discretion, and may be conditional;
- (d) words and defined terms importing the singular shall include and have a comparable meaning when used in the plural, and vice versa, and words importing gender include all genders;
- (e) any reference in the main body of this Agreement or in Schedule A (*Definitions*) to an "**Article**", "**Section**" or "**Subsection**" by number is a reference to the appropriate article, section or subsection in the main body of this Agreement, and any reference in a Schedule, other than Schedule A (*Definitions*), to a "**Section**" or "**Subsection**" by number is, unless otherwise expressly indicated, a reference to the appropriate section or subsection in that Schedule;
- (f) the words "**includes**" and "**including**" are not intended to be limiting;
- (g) "**attached**" means attached to this Agreement when used in relation to a Schedule;
- (h) where the words "**discretion**", "**option**" or any variations thereof are used with respect to a party's entitlement to make any decision, act in any manner or exercise any right, they will be deemed to mean that party's sole, absolute and unfettered discretion or option; and
- (i) any reference to "**knowledge**" of either party or any officer or other personnel of that party means the knowledge of the party after having made due inquiry, and if the party fails to make such due inquiry, then the knowledge that such party would have had if it had conducted reasonable inquiry into the subject matter.

1.3 Recitals

The recitals to this Agreement are intended to be a general introduction to this Agreement, and are not intended to expand the scope of the parties' obligations under this Agreement, or to alter the plain meaning of the terms and conditions of this Agreement.

1.4 Headings

The headings or captions in this Agreement are inserted for convenience only, and do not form part of this Agreement or in any way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement. The table of contents is provided for convenience of reference only, and shall not affect the construction or interpretation of this Agreement.

1.5 Currency

Unless otherwise specified, all references to money in this Agreement, including its Schedules, are references to the lawful money of Canada.

1.6 Time

Time is of the essence of this Agreement, and will remain of the essence after any amendment, alteration, extension or renewal of this Agreement, whether or not expressly restated in the document effecting the amendment, alteration, extension or renewal. Unless otherwise specified in this Agreement, when calculating a period of time within or following which any act is to be done or any step taken, the date that is the reference date for starting the calculation of that period will be excluded and the final date for completing that act or step will be included.

1.7 No Fetter

Nothing in or under this Agreement, including any requirement to use reasonable or best efforts, act reasonably or in good faith or not unreasonably withhold consent or approval, will require the Province to act contrary to its “Standards of Conduct” or “Core Policy and Procedures Manual”, or to act contrary to or interfere with or otherwise fetter the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

1.8 No Deemed License

Neither this Agreement, nor any provision hereof, will operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province, its agencies or any other party in order to provide the Services.

1.9 Schedules

The following Schedules attached to this Agreement form part of this Agreement as if set out at length in the body of this Agreement:

- Schedule A – Definitions
- Schedule B – Services
- Schedule C – Privacy Protection Schedule
- Schedule D – Security Schedule
- Schedule E – Reporting Requirements
- Schedule F – Service Levels
- Schedule G – Personnel
- Schedule H – Approved Subcontractors
- Schedule I – Fees and Payment
- Schedule J – Insurance
- Schedule K – Acceptance
- Schedule L - Quality Assurance Review Process

1.10 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all earlier understandings, communications, proposals, requests for proposals, representations and agreements, whether oral or in writing. The Schedules are an integral part of this Agreement; provided always that the parties may from time to time by agreement amend any of the

Schedules, and any such amended Schedule, when signed by both parties, will be substituted for the previous Schedule without otherwise affecting this Agreement.

1.11 Conflict of Provisions

Except as provided in this Section 1.11, in the event of a conflict or inconsistency between a provision in a Schedule and other provision in the main body of this Agreement, the provision in the Schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision in the body of this Agreement. Notwithstanding the foregoing and despite any other provision of this Agreement, if there is a conflict between a term in either Schedule C (*Privacy Protection Schedule*) or Schedule D (*Security Schedule*) and a term in the remainder of the Agreement, the term in the remainder of this Agreement will be inoperative to the extent of the conflict. In the case of a conflict between a term in Schedule C (*Privacy Protection Schedule*) and a term in Schedule D (*Security Schedule*), the term in Schedule C shall prevail. In case of inconsistency between the terms set out in the main body of Schedule C and a term set out the Appendix to Schedule C, the terms contained in the main body of Schedule C shall prevail.

ARTICLE 2 TERM AND EXTENSION

2.1 Term

The term of this Agreement will commence on the Effective Date and, unless earlier terminated by the Province, will end on the third anniversary of that date (the “**Initial Term**”).

2.2 Extension

Following the expiry of the Initial Term, the Province will have the option, at its sole discretion, to extend this Agreement on the same terms and conditions (except as provided below) for up to three (3) additional one (1) year periods (individually and collectively, “**Extension Period**”), for a maximum total potential Agreement term of six (6) years. The Province will give the Contractor not less than 180 days’ notice prior to the end of the then-current term if it intends to exercise its option to extend the Agreement. The Province and the Contractor may renegotiate pricing for the Services for any Extension Period, and Schedule I (*Fees and Payment*) will be amended as necessary to reflect any agreed revised pricing for the Services during the Extension Period. If the parties cannot agree on pricing for an Extension Period within sixty (60) days of the date of the Province’s notice of its intention to extend the Agreement, the term of the Agreement will, at the Province’s discretion, be extended by up to ninety (90) days at the then-current pricing, upon the expiry of which the Agreement will terminate.

2.3 No Renewal Assurances

The Contractor acknowledges and agrees that the Province provides no assurances to the Contractor, express or implied, that this Agreement will be renewed or extended beyond the expiry of the Initial Term. The Contractor further acknowledges that it has structured its business dealings with the understanding that this Agreement may terminate at the end of the Initial Term, or at some earlier date.

ARTICLE 3 THE SERVICES

3.1 Services Overview

The Contractor must provide the Services, including all facilities, Personnel, equipment, and a license of all software, interfaces and Documentation required to implement, host, deliver, manage, administer, support and maintain the Services, in accordance with this Agreement. The Services are further detailed below in this Article 3, in Schedule B (*Services*), and elsewhere in this Agreement (including in any documents incorporated by reference in this Agreement), but are summarily described as follows:

- (a) Counselling and Referral Services;
- (b) Implementation Services;
- (c) Support and Maintenance;
- (d) Business Continuity and Disaster Recovery;
- (e) Data Collection and Reporting;
- (f) Awareness and Outreach;
- (g) Branding Assistance;
- (h) Testing and Acceptance Support;
- (i) Transition-Out Services; and
- (j) Additional Services.

3.2 Counselling and Referral Services

The Contractor must provide confidential virtual counselling and referral services for Clients by way of a toll-free telephone line and secure online chat service (the “**Counselling and Referral Services**”). The Counselling and Referral Services must be provided and supervised by trained Contractor Personnel who meet or exceed the qualifications set out in Schedule G (*Personnel*). Counselling and Referral Services must, at a minimum, be provided in the English language and such other languages as may be specified in Schedule B, and must be available 24 hours per day, seven days per week, 365/6 days per year, subject to any permitted downtimes set out in Schedule F (*Service Levels*). The Specifications for the Counselling and Referral Services are detailed in Schedule B (*Services*), and include the following:

- (a) **Telephone Services.** In connection with the Counselling and Referral Services, the Contractor must provide a dedicated BC wide toll-free telephone line, along with a non-toll-free telephone line, accessible by Clients throughout the Province (the “**Telephone Services**”).
- (b) **Website.** The Contractor must develop, host, administer and maintain a website (the “**Website**”) for the purposes of (i) providing the Counselling and Referral Services via a secure online chat function, and (ii) providing information and public awareness regarding the Counselling and Referral Services. The design and branding of the Website shall be subject to Province approval.

- (c) **Online Chat.** The Contractor must make available online chat functionality which is accessible via the Website and through a mobile application (the “**App**”) to be developed, hosted, administered and maintained by the Contractor.
- (d) **Counselling Services.** The Contractor must provide the Counselling and Referral Services in individual sessions. Counselling must use evidence-based techniques of cognitive behavioral therapy and solutions-focused therapy with the goal of resolving issues with Clients over the course of the conversation.
- (e) **Referral Services.** The Contractor must research, maintain and continuously update throughout the Term lists of contact information (including telephone numbers, and email and physical addresses where appropriate) for key mental health services in British Columbia that are relevant to post-secondary students. Lists must be maintained by community, and must be provided to all Personnel engaged in providing the Counselling and Referral Services to Clients.
- (f) **Clients.** A potential Client’s eligibility will be determined through self-identification, wherein an individual’s declaration that the individual is registered at a post-secondary institution in British Columbia shall be sufficient to determine eligibility to receive the Counselling and Referral Services.

3.3 Implementation

The Contractor must, at no additional cost, plan, manage and perform all aspects of the Services implementation, including set-up of the Telephone Services and development of the App and Website, and any customizations and configurations of existing Contractor systems and materials required in order to comply with the Specifications, so as to render the Counselling and Referral Services available for use by Clients by the Go-Live Date. Within fifteen (15) days of the Effective Date or such other period as the Province may agree, the Contractor must provide the Province with a draft implementation plan detailing the tasks, milestones, resources (including Key Personnel), timing and methodology to be used by the Contractor to successfully perform its obligations from the Effective Date up to and including the Go-Live Date, in a collaborative, planned, orderly, secure, effective and efficient manner (the “**Implementation Plan**”). The Implementation Plan must also include a description of how and when the Contractor will involve persons with lived experience in the design and delivery of the Services. The Implementation Plan is subject to Province approval. The parties will work together as needed to refine and finalize the Implementation Plan within a reasonable time, but in any event within forty-five (45) days following the Effective Date. The Implementation Plan will be incorporated by reference into this Agreement.

3.4 Support and Maintenance

The Contractor must support and maintain the Telephone Services, the Website and the App, and underlying infrastructure, throughout the Term. The Contractor must provide the Province with updated schedules for all planned revisions and updates to the Telephone Services, the Website and the App, and must provide as much notice of any other updates, upgrades, fixes and workaround as is practical under the circumstances. Notices must be in writing and must detail the timing and scope of the release, update, upgrade, fix or workaround, as well as its impact on provision of the Counselling and Referral Services. The implementation of all revisions to the Website and App are subject to prior approval by the Province. For greater certainty, all releases, updates, upgrades, fixes, workarounds and other revisions, once implemented, will be deemed to be part of the Services for the purpose of this Agreement.

3.5 Business Continuity and Disaster Recovery

Prior to the Go-Live Date, the Contractor must define and implement a business continuity and disaster recovery plan (the “**Business Continuity Plan**”). The Business Continuity Plan must include details of the measures and precautions to be taken by the Contractor: (a) to ensure continuity of the Services in the event of a disaster or any other circumstances in which the Telephone Services, Website or online chat capabilities are disrupted, and (b) to prevent and remediate a data breach, including data back-up and recovery procedures. The Business Continuity Plan will be prepared, updated and implemented throughout the Term at no additional cost to the Province. The Business Continuity Plan will be subject to the Province’s review, and must comply with the IM/IT Standards.

3.6 Data Collection and Reporting

- (a) In connection with the provision of the Counselling and Referral Services, the Contractor must collect and preserve, on behalf of the Province, anonymized usage and service level data as set out in Section 5 of Schedule B (*Services*) (collectively, the “**Services Data**”). For certainty, any data or information that contains Client Personal Information shall not be considered “Services Data”.
- (b) When monitoring the Counselling and Referral Services and collecting Services Data, the Contractor must take into account the potential vulnerability of users of the Counselling and Referral Services, as well as the highly confidential nature of the services being provided. All Client Personal Information collected by the Contractor shall remain in the custody and control of the Contractor. The Contractor shall not include any un-anonymized Client Personal Information with the Services Data it provides or makes available to the Province.
- (c) The Contractor must not collect any user data in connection with the Provision of the Counselling and Referral Services other than the Services Data. As between the parties, all Services Data shall be the property of the Province. The Contractor may use the Services Data solely as necessary for the purpose of performing its obligations in accordance with this Agreement. For greater certainty, the Contractor may not transfer or assign its rights with respect to Services Data, and must not and must not permit any third party to sell, trade or monetize the Services Data or any other information of, about, generated by or relating to Clients or their use of the Counselling and Referral Services, whether or not such data has been aggregated or anonymized.
- (d) The Contractor will use the Services Data to prepare monthly usage and Service Level reports to be provided to the Province in accordance with Article 9 and Schedule E (*Reporting Requirements*). For greater certainty, the reports to be provided shall not include any Client Personal Information.

3.7 Awareness and Outreach

The Contractor must use reasonable efforts to increase awareness of the availability of the Counselling and Referral Services amongst post-secondary institutions and regional health authorities in British Columbia. Details regarding the scope and nature of the Contractor’s awareness and outreach responsibilities shall be as agreed with the Province, but shall include (a) the distribution of posters and other promotional materials based upon the Province’s branding for the Services, and (b) contact with, and presentations to, key individuals at post-secondary institutions and regional health authorities.

3.8 Branding Assistance

The Province will lead a branding exercise to develop a name and brand for the Counselling and Referral Services, in consultation with post-secondary students and public post-secondary institutions. The Contractor shall provide such reasonable assistance as the Province may require, which may include attendance (in person or via teleconference) at meetings and the provision of input related to the branding exercise.

3.9 Testing and Acceptance Support

The Counselling and Referral Services will be subject to testing and Acceptance by the Province prior to the Go-Live Date. The timing and details of testing and Acceptance will be as agreed by the parties in the Implementation Plan, and will be subject to the Acceptance Procedures set out in Schedule K. The Contractor must provide such reasonable assistance as the Province may require in connection with the testing and Acceptance of the Counselling and Referral Services.

3.10 Transition-Out Services

If requested by the Province, the Contractor must provide reasonable assistance to the Province for the purposes of transitioning all or any of the Services to an Alternate Service Provider in an orderly and efficient manner. Without limitation, such transition-out services shall include delivery to the Province of:

- (a) all right and title to any URLs and telephone numbers provided to the Province and any other New Materials, including all Province Documentation; and
- (b) all Province Records, in electronic format, hard copy or both, as may be requested by the Province including, without limitation, Services Data.

3.11 Additional Services

The Contractor agrees that the following services are potentially in-scope of this Agreement and shall be provided by Contractor upon the mutual agreement of the parties:

- (a) Provision of all or any part of the Counselling and Referral Services in additional “high demand” languages.
- (b) The addition of text and email as methods of service delivery for the Counselling and Referral Services.
- (c) The addition of adaptive Counselling and Referral Services for Clients with disabilities.

Provision of any of the foregoing services by Contractor shall be in accordance with the process set out in Article 5 (*Changes to the Services*), below. Any resulting changes to the Fees shall be agreed in advance by the Province and the Contractor. For greater certainty, nothing contained herein shall be interpreted so as to prevent the Province from providing any potentially in-scope services itself, or from engaging any third party to do so.

3.12 Continuous Improvement

The Contractor must, throughout the Term, identify ways to improve business processes to gain efficiency, save costs and realize benefits, while enhancing service delivery, service quality and Client satisfaction, including through the evaluation of new and available technologies and service delivery methods. The Province must approve any changes or improvements to the Services prior to their

implementation. Any improvements to performance standards and Service Levels achieved by Contractor are for the mutual benefit of the Province and the Contractor, will not result in an increase in any Fees payable hereunder,

3.13 Included or Incidental Services

The Contractor must ensure that the Services include all materials, services, functions and responsibilities that are inherent, necessary or customarily provided, or that are reasonably required for the proper performance, delivery and use of the Services (as they may be improved, changed or transformed as contemplated by this Agreement), whether or not such Software, Documentation, services, functions or responsibilities are expressly described in this Agreement.

3.14 Knowledge Transfer

Throughout the Term, the Contractor must provide the Province, and its personnel as directed by the Province, with ongoing knowledge transfer with respect to the Services in such manner as may be requested by the Province from time to time, and which shall include, as applicable, documentation of the technology, interfaces, and any processes and procedures used by the Contractor in the delivery of the Services. The purpose and extent of the knowledge transfer is so that the Province is a well-informed customer regarding the manner in which the Services are delivered and has sufficient knowledge to understand and obtain the benefit of the Services. The Contractor must not rely upon Article 15 or any other obligation of confidentiality to limit or restrict the knowledge transfer provided for under this Section 3.14.

3.15 Service Locations

Except as expressly permitted under this Agreement or approved by the Province, the Contractor must not, and must not permit any Subcontractor to provide or perform any part of the Services, including call centres, hosting, data storage, back-up and disaster recovery services, at any location outside of Canada. Further, the Contractor must ensure that the collection, use and disclosure of any Personal Information in connection with the Contractor's performance of the Services complies with the provisions of Article 16 and Schedule C (*Privacy Protection Schedule*), including its appendices. Upon request by the Province from time to time during the Term, the Contractor must advise the Province of all locations where the Services are being provided, and where any Province Records are maintained or accessed.

ARTICLE 4 QUALITY ASSURANCE AND SERVICE LEVELS

4.1 Quality Assurance

In addition to its other obligations under this Agreement, during the Term Contractor will maintain a quality assurance review process (the "**Quality Assurance Review Process**") to investigate, address and resolve any issues that arise relating to the quality of the Services. Each issue or event requiring a quality review will be dealt with promptly and, in any event, in accordance with the urgency of the matter. Maximum turnaround times will be assigned by the Contractor's Quality Assurance Coordinator, and agreed by the Province. Input gathered in conjunction with the Quality Assurance Review Process will also be used by the Contractor to develop quality improvement initiatives and in the professional development of its Personnel, as appropriate. The Quality Assurance Review Process must include: (a) full documentation of the issue, concern, complaint or Service default, as raised; (b) the actions taken by Contractor to investigate, including gathering information regarding dates of actions taken, by whom, persons contacted, and documentation of additional information; (c) an evaluation of the findings; (d) recommendations for Province representatives, and any proposed improvements or changes; and (e) a final disposition indicating that recommendations have been acted upon, including identification of the

Contractor Personnel involved. The Contractor will provide Quality Assurance reports to the Province as set out in Schedule E (*Reporting Requirements*). The initial Quality Assurance Review Process is outlined in Schedule L (*Quality Assurance Review Process*) and such process shall be mutually modified and optimized throughout the term of the Agreement.

4.2 Service Levels

The Counselling and Referral Services will be operational and available to Clients 24 hours per day, 7 days per week, 365/6 days per year, at least 99% of the time during any calendar month for Telephone Services and Website and 98% of the time during any calendar month for online chat Services, subject to any exclusions set out in Schedule F (*Service Levels*). Any planned system maintenance or downtime must be communicated to the Province in advance in writing. Throughout the Term, the Contractor must provide the Services to a standard and level of performance that meets or exceeds the Service Levels, as amended from time to time. The Contractor is solely responsible for ensuring performance by any Subcontractors, including any third party providing toll-free telephone service, call centres or website hosting services, in accordance with the Service Levels.

4.3 Monitoring

From and after the Go-Live Date, the Contractor must establish and maintain in place, at all times, monitoring capabilities for toll-free telephone lines, servers, network, storage and any other technological support elements and infrastructure used in connection with the delivery of the Counselling and Referral Service, which are sufficient to allow the Contractor and the Province (as applicable), to:

- (a) collect the Service Data;
- (b) evaluate achievement of the Service Levels;
- (c) respond to and resolve service requests or incidents in accordance with Schedule F (*Service Levels*);
- (d) enable the Contractor to ascertain and share Client information as required under this Agreement, including in the case of risk to life or identified or suspected child abuse;
- (e) satisfy the reporting obligations under this Agreement;
- (f) respond to, or to assist the Province in responding to, inquiries from Clients, post-secondary institutions, health authorities or the public regarding the Contractor's performance of the Services; and
- (g) enable the Province to report publicly on the achievement or non-achievement of the Service Levels by the Contractor.

4.4 Service Level Reports

From and after the Go-Live Date, the Contractor must prepare, maintain and deliver to the Province the "Service Level Reports" described in Schedule E (*Reporting Requirements*). Any reports regarding the failure of the Contractor to meet a Service Level must include details regarding the particulars of the failure, a description of the measures taken or to be taken by the Contractor to remedy the failure, and the timeline in which such measures were or are expected to be taken by the Contractor, in order to allow the Province to:

- (a) evaluate the consequence of the failure; and

- (b) cooperate with the Contractor to remedy the consequences of the Contractor's failure to meet the Service Levels and to prevent any future failures.

4.5 Service Level Failures – Remedies

The Contractor's failure to meet any Service Levels will be governed by the provisions of Schedule F (*Service Levels*). The remedies set out in Schedule F (*Service Levels*) provide only partial compensation for the damage that may be suffered by the Province as a result of the Contractor's failure to meet any Service Levels. Accordingly, the payment or application of any Service Level Credit or other compensation pursuant to the provisions of Schedule F (*Service Levels*) is without prejudice to any entitlement that the Province may have to damages or other remedies under this Agreement (including termination pursuant to Article 19), at law or in equity, including injunctive relief (to the extent available), as well as to the following:

- (a) the removal of the Service(s) in respect of which there was a failure to meet the applicable Service Levels from the Services to be provided by the Contractor pursuant to this Agreement, and an appropriate consequential reduction in the applicable portion of the Fees, in accordance with the Change Order Process; or
- (b) the taking by the Province of all action necessary or desirable to correct, rectify and remedy such failure, and all resulting consequences, at the Contractor's expense including, without limitation, procuring or otherwise obtaining all or any part of the Services from an Alternative Service Provider, and setting-off its costs and the amount of all damages or loss suffered by the Province as a result of the failure against the Fees otherwise payable by the Province to the Contractor.

ARTICLE 5 CHANGES TO THE SERVICES

5.1 Changes to the Services Generally

The Province may propose additions, deletions and other changes to the Services (each, a "**Change**") without invalidating or committing a breach of this Agreement, provided that such Change is in-scope or potentially in-scope of this Agreement.

5.2 Minor Enhancements

From time to time during the Term, the Province may require Changes to the Services in the ordinary course of its operations, which do not have a material impact on either: (a) the delivery and performance of the Services; or (b) the cost of providing the Services ("**Minor Enhancements**"). The parties agree that Minor Enhancements are within the scope of the Services, and will not result in the payment of additional Fees by the Province to the Contractor. Minor Enhancements may be implemented without the need for a formal Change Order, although the Contractor must retain a record of each Minor Enhancement performed.

5.3 Other Changes – Change Order Process

In addition to Minor Enhancements, the parties acknowledge that certain other Changes to the Services, may be required or desirable. In the case of Changes that are not Minor Enhancements, the following process shall apply:

- (a) **Change Request.** The Province may request a Change by submitting a written request (“**Change Request**”) to the Contract Manager, which shall include all relevant information reasonably required for the proper consideration of the requested Change.
- (b) **Proposal.** Upon receipt of a Change Request from the Province, the Contractor must prepare a proposal (the “**Proposal**”) for the implementation of the Change within ten (10) Business Days (or such longer or shorter period as may be agreed by the parties acting reasonably and having regard to the nature and complexity of the Change Request). The Proposal must include a detailed description of the impact of, and any associated risk resulting from, the proposed Change, including with respect to the following matters, as appropriate:
 - (i) Fees;
 - (ii) the delivery and use of the Services;
 - (iii) the performance of the Services;
 - (iv) overall Service availability, capacity and capability;
 - (v) Service Levels;
 - (vi) security; and
 - (vii) the protection of Personal Information.
- (c) **Change Order.** The Province may, but shall not be obliged to accept all or any part of a Proposal. Upon written acceptance by the Province, a Proposal (including any agreed amendments thereto) will become a Change Order, and shall be binding upon the parties.
- (d) **Rejection of a Change Request.** The Contractor may not reject a Change Request initiated by the Province unless (i) the Contractor is unable to make the changes contemplated by the Change Request as a result of technical impediments that are commercially unreasonable to overcome, or (ii) the Change requested will result in a material adverse effect on the Contractor’s ability to meet Service Levels, comply with its obligations regarding security or the protection of Personal Information, or any other material terms or conditions of this Agreement (each an “**Adverse Impact**”). The Contractor must provide the Province with a written explanation of any Adverse Impact setting out in detail the particulars of the Adverse Impact and suggesting reasonable alternatives or workarounds (to the extent possible) for consideration by the Province.
- (e) **Disputes.** If the Contractor has rejected a Change Request, or if the parties are otherwise unable to agree on the corresponding increase or decrease to the Fees, or any other aspect of a Change Request then, except in the case of any Adverse Impact, the Province may direct the Contractor to, and the Contractor must, implement the Change Order in accordance with Section 5.4, and the matter will be concurrently treated as a Dispute to be resolved pursuant to the Dispute Resolution Process.

5.4 Implementation of Change Orders

Unless otherwise expressly agreed in the Change Order, the Contractor will be solely responsible for implementing the Change Order, including:

- (a) integration and testing of the Change, as appropriate;

- (b) assessing the overall impact of the Change on the Services, and taking all such corrective action as may be required to ensure the stability and continuity of the Services and underlying systems, both during and after implementation of the Change; and
- (c) updating all Documentation as necessary to reflect the Change.

The Contractor must use all reasonable means to minimize disruption to the use and delivery of the Services as a result of the implementation of a Change Order. The cost of implementing a Change Order will be borne as agreed in the Change Order, or as otherwise provided in this Agreement.

5.5 Amendment of this Agreement

Each Change Order will constitute an amendment to this Agreement including the relevant Schedules. Provided that the Change Order does not require any terms or conditions of this Agreement to be modified, this Agreement will be interpreted as amended by the Change Order from and after the effective date of the implementation of a Change Order, and this Agreement, as so amended, will continue in full force and effect for the remainder of the Term. Any Proposal or Change Order requiring any terms and conditions of this Agreement to be modified, whether or not executed and delivered by the parties, will not bind either party unless and until approved, executed and delivered by their authorized signatories by way of a formal amendment to this Agreement in accordance with Section 23.6.

5.6 Record of Changes

Throughout the Term, the Contractor must maintain an accurate and complete record of all Changes to the Services contemplated by this Article 5. The record must be maintained in such form as the parties may agree, including by way of a server-based record accessible by both parties.

ARTICLE 6 RELATIONSHIP MANAGEMENT

6.1 Governance

During the Term, the relationship of the parties (including the mechanisms by which they will manage this Agreement) will be governed by the provisions of this Article 6.

6.2 Cooperation of the Parties

The Province will oversee the Services through regular meetings and communications with the Contractor, and the Contractor must abide by any reasonable directions provided by the Province in connection with the Services. The Province will appoint a project manager, who will be the Province's primary point of contact with the Contractor. Each party must cooperate with the other in the performance of its obligations under this Agreement. In connection therewith, each party must make available, as reasonably requested by the other party, such management decisions, information, approvals and acceptances such that the provision of the Services may be accomplished in a proper, timely and efficient manner and in accordance with the processes and procedures set forth in this Agreement. Unless specifically provided otherwise in this Agreement, where an agreement, approval, acceptance or consent of the other party is required by any provision of this Agreement, then such action will not be unreasonably withheld or delayed, having regard to all of the surrounding circumstances. The parties agree that it will not be considered reasonable for any requested response time for an agreement, approval, acceptance or consent from the Province to be less than five (5) Business Days except in extraordinary circumstances clearly demonstrated in writing by the Contractor.

6.3 Assessments and Reviews

Without limiting the generality of Section 6.2, the Contractor agrees that it must participate in, update, and generally provide all such reasonable assistance as the Province may require in connection with, any Security Threat and Risk Assessment (STRA), Privacy Impact Assessment (PIA), Financial Risks and Controls Review (FRCR), or other assessment, inspection or review related to the Services or this Agreement, and agrees to implement any recommendations or required changes resulting from the inspection or review within the time specified by the Province or, if no time is specified, within a reasonable time.

6.4 Advisory Committee

The Province will establish an advisory committee (the “**Advisory Committee**”) which shall include representatives from the post-secondary and health sectors. The Advisory Committee will provide input and advice regarding the ongoing administration and improvement of the Services. The Province’s project manager will be responsible for communicating Advisory Committee advice to the Contractor, and the parties will consider any Advisory Committee advice in the management of this Agreement.

6.5 Power and Authority of the Contractor

Except as otherwise set forth in this Agreement, the Contractor will have the power and authority to take such actions as it deems to be necessary or advisable to perform the Services in accordance with the terms and conditions set forth in this Agreement; provided, however, that, the Contractor must not take any action under this Agreement if such action is:

- (a) subject to the approval of the Province, without having received such approval; and
- (b) subject to consultation with the Province, without having undertaken such consultation.

For greater certainty, no such approval or consultation will in any manner relieve the Contractor from performing its obligations, or delivering the Services, as contemplated under and in accordance with the express terms of this Agreement, nor will such approval or consultation have any effect on the allocation of risk to the Contractor as a result of the covenants, obligations and requirements of the Contractor under this Agreement.

6.6 Province Approval

If the approval of the Province is required pursuant to this Agreement, the Contractor must deliver written notice to the Province’s project manager describing the particulars of the matter and requesting the approval of the Province. The notice shall also set forth a reasonable time period in which a response is required and, if applicable, the implications of not responding within that time period. The Province will use reasonable efforts to respond to any request from the Contractor for approval within a reasonable period of time, having regard to all of the surrounding circumstances; provided, however, that any failure by the Province to respond to a request for an approval during the period suggested by the Contractor will not result in any liability to the Province or be deemed to constitute the approval of the Province by acquiescence or otherwise.

ARTICLE 7 PERSONNEL

7.1 Key Personnel

- (a) The Contractor acknowledges the importance of strong management and executive continuity to the successful and uninterrupted performance of the Contractor's obligations under this Agreement. To this end, the parties have identified certain roles ("**Key Personnel**") that are essential for the successful delivery of the Services, including the Contract Manager described in Section 7.1(b) and the Clinical Advisor described in Section 7.1(c). The Contractor must use all reasonable means to appropriately staff, and minimize turnover of personnel occupying, all such key positions throughout the Term. The identities of the Key Personnel, and detailed descriptions of their qualifications and primary duties and responsibilities, are set out in Part 1 of Schedule G (*Personnel*), as amended from time to time.
- (b) Upon the execution of this Agreement, the Contractor must appoint a contract manager (the "**Contract Manager**") who will be responsible for the overall management and coordination of the Services throughout British Columbia. The Contract Manager will be the Province's primary point of contact with the Contractor with respect to all matters arising under this Agreement, and must be generally available for consultation with the Province during Business Hours.
- (c) Upon the execution of this Agreement, the Contractor must appoint an individual (the "**Clinical Advisor**") who will be responsible throughout the Term for hiring and supervising Contractor Personnel who are involved in the provision of the Counselling and Referral Services.
- (d) The Contractor acknowledges that the Province has entered into this Agreement in reliance upon and with the expectation that the Key Personnel must be actively engaged in the performance of the Contractor's obligations under this Agreement, including administrative supervision of other work required in connection with the performance of the Services and conducting awareness and outreach activities related to the Counselling and Referral Services. The Contractor must not change any Key Personnel without the Province's prior written consent prior to the Go-Live Date, unless the individual then designated in that that position becomes unavailable for reasons beyond the Contractor's control (such as death, disability or resignation of employment) or has been terminated by the Contractor (and not engaged by the Contractor on a contract basis). Following the Go-Live Date, Key Personnel may be replaced by the Contractor upon prior written notice to the Province. The Province may at any time require that the Contractor replace any Key Personnel, whereupon the Contractor must immediately replace the Key Personnel at its expense. All replacements for Key Personnel must possess the same or better qualifications as the replaced individual, and be reasonably acceptable to the Province. If requested by the Province, the Contractor must provide the Province with a transition plan for the replacement of any Key Personnel, and/or any relevant information relating to the individual who the Contractor wishes to appoint to the position, and must use all reasonable efforts to minimize the impact of the replacement on project timelines.

7.2 Other Personnel

Schedule G (*Personnel*) sets out the minimum qualifications of Personnel who will be involved in the provision of the Counselling and Referral Services. The Contractor warrants that at all times during the

Term, Personnel performing the functions set out in Part 2 of Schedule G (*Personnel*) shall meet or exceed the minimum qualifications for the functions, as set out therein.

7.3 Training

The Contractor must ensure that all Personnel: (a) possess, at a minimum, the relevant qualifications, skills and training identified in Schedule G (*Personnel*), (b) complete any privacy training required pursuant to Schedule C (*Privacy Protection Schedule*), and (c) receive ongoing training and professional development throughout the Term. Without limitation, throughout the Term, Personnel engaged in the provision of the Counselling and Referral Services must regularly enhance their skills and to stay up-to-date on issues regularly faced by Clients, including:

- (a) academic success skillset (e.g. studying skills);
- (b) loss and grief;
- (c) sleep;
- (d) mindfulness;
- (e) healthy eating and active living;
- (f) sexual health;
- (g) substance use;
- (h) low mood and depression;
- (i) body image and eating;
- (j) anxiety;
- (k) questioning reality (psychosis);
- (l) stress;
- (m) bullying;
- (n) romantic and other interpersonal relationships;
- (o) questions about sex and gender;
- (p) spirituality and faith;
- (q) finances and related issues of housing security and food security; and
- (r) support for survivors and witnesses of sexualized violence.

7.4 General Principles Regarding Personnel

At all times during the Term, the Contractor must employ sufficient Personnel to provide the Services in accordance with the Service Levels and the other terms and conditions of this Agreement. Without limitation:

- (a) the Contractor is solely responsible to the Province for the management and supervision of, and for the acts, omissions, performance of, and damage caused by its Personnel and any Subcontractors in the performance of the Services;
- (b) the Contractor must ensure that all Personnel performing the Services:
 - (i) possess a degree of skill, experience and training appropriate to the tasks which they are assigned and the performance and Service Levels which they are required to achieve including, without limitation, the training set out in Schedule G (*Personnel*); and
 - (ii) strictly comply with all privacy, security, confidentiality and data residency obligations under this Agreement (including, but not limited to, all restrictions regarding the use, transmission and storage of Personal Information and Service Data, and all obligations regarding privacy and security training);
- (c) upon request by the Province, or where otherwise required, appropriate or prudent to do so given the nature of the Services to be performed or the Province Confidential Information being accessed, used or disclosed, the Contractor must conduct, or ensure that its Subcontractors conduct appropriate criminal record and other background checks with respect to Personnel prior to such persons being engaged by Contractor or providing Counselling and Referral Services to Clients;
- (d) the Contractor is solely liable and responsible (to the exclusion of the Province) for all costs, expenses, liabilities or claims, whenever incurred, relating to:
 - (i) salaries and other compensation payable to its Personnel and Subcontractors;
 - (ii) training its Personnel and Subcontractors, and performing any required background checks;
 - (iii) labour relations proceedings or orders, grievances, arbitration proceedings or unsatisfied arbitration awards relating to its Personnel or Subcontractors;
 - (iv) strikes or other actions due to labour disputes involving its Personnel or Subcontractors; and
 - (v) complaints, claims, decisions, applications, orders or prosecutions under any employment or labour standards, occupational health and safety, workers' compensation, pay equity, employment equity and human rights legislation relating to its Personnel or Subcontractors, regardless of the time that the matter or event giving rise to any such costs, expenses, liability or claims arises or occurs, and for greater clarification, unless provided otherwise under the terms of this Agreement, none of such costs, expenses, liabilities or claims referred to in this Subsection 7.4(d) will be subject to reimbursement by the Province to the Contractor;
- (e) the Contractor must deal with its Subcontractors in such a manner that the Province will have no liability resulting from the failure of the Subcontractors to meet the same responsibilities and payment obligations as described in Subsection 7.4(d), above, with respect to Subcontractor Personnel;
- (f) the Contractor must comply at all times with all applicable collective agreements, employment standards, occupational health and safety, workers' compensation and human

rights legislation, and other Applicable Laws relating to its Personnel and Subcontractors, and must cause each Subcontractor to comply with respect to all Subcontractor Personnel. Within ten (10) Business Days of receipt of a written request from the Province, the Contractor will provide the Province with written evidence of the Contractor's compliance with any or all of its obligations under this Subsection 7.4(f);

- (g) upon request by the Province, acting reasonably, the Contractor must immediately remove any Personnel or require a Subcontractor to immediately remove any Subcontractor Personnel, from the performance of Contractor's obligations under this Agreement; and
- (h) the Contractor is solely liable and responsible for, to the exclusion of the Province, all costs arising from or otherwise relating to the termination by the Contractor of any Personnel, and must ensure that the Province has no liability for the termination by any Subcontractor of any Subcontractor Personnel, and the Contractor and the Subcontractors will not be reimbursed by the Province for any such costs, expenses, claims or liabilities.

ARTICLE 8 SUBCONTRACTORS

8.1 No Subcontracting

The Contractor must not, without the prior written approval of the Province, subcontract any of the Contractor's obligations set out in Schedule B (*Services*) to any Person, including a Contractor affiliate, other than to Persons listed in Schedule H (*Approved Subcontractors*).

8.2 Province Approval

If the Contractor wishes to retain any Subcontractor in connection with the performance or delivery of any Services, including for the supply of toll-free telephone services or data or software hosting services, the Contractor must submit a written request to the Province specifying the Services for which approval of such Subcontractor is sought. The Contractor must provide the Province with all information regarding the proposed Subcontractor as may be requested by the Province. The Province may approve and add to Schedule H (*Approved Subcontractors*), or reject, any proposed Subcontractor, at its discretion. The approval by the Province of a proposed Subcontractor will pertain only to the engagement of the Subcontractor for the specific products or services described in the Contractor's request for the Province's approval.

8.3 Responsibility for Subcontractors

The Contractor is solely responsible for the selection and supervision of Subcontractors, and for the performance of the Services, or any portion thereof, by any Subcontractor as if the Services had been wholly supplied or performed by the Contractor. The Contractor is liable to the Province for the acts and omissions of its Subcontractors and all Subcontractor Personnel, including any breach of the terms of this Agreement. Under no circumstances will a contractual relationship exist, or be deemed to exist, between the Province and any Subcontractor, and no Subcontract, whether approved by the Province or not, will relieve the Contractor of any of its obligations under this Agreement or impose any obligation or liability upon the Province in relation to any Subcontractor or Subcontractor Personnel. Without limiting the general nature of the foregoing, the Contractor is solely responsible for all fees, charges, expenses and other amounts payable to or in respect of its Subcontractors.

8.4 Subcontract Terms

The Contractor must have enforceable, written contracts in place with all Subcontractors (each, a “**Subcontract**”) prior to the commencement of any subcontracted obligations. The Contractor must ensure that no Subcontract includes any term or provision that is inconsistent with, or contrary to, the terms and conditions of this Agreement, or any applicable Policy and Procedure or Applicable Laws. Furthermore, each Subcontract must contain provisions:

- (a) enabling the Contractor to terminate the Subcontract, or to suspend or cancel any portion of the Services to be provided pursuant to the Subcontract, in the event that the Province terminates this Agreement or suspends or cancels all or a portion of the Services;
- (b) preserving the Province’s rights and benefits under this Agreement including, as applicable, intellectual property rights;
- (c) requiring that the Subcontractor fully adhere and comply with this Agreement, to the extent applicable, in performing the subcontracted obligations, and ensure that all Subcontractor Personnel are similarly bound;
- (d) without limiting the generality of Subsection 8.4(c), requiring that the Subcontractor and all Subcontractor Personnel comply with all obligations regarding privacy, security, the protection of Province Confidential Information (including any Personal Information), Intellectual Property, data residency, audits, business continuity and disaster recovery, insurance, and workers’ compensation, and all restrictions relating to the transfer or assignment of any of their obligations in connection with this Agreement; and
- (e) releasing the Province from any liability with respect to the Subcontractor and any Subcontract Personnel.

8.5 Removal of Subcontractors

The Province, acting reasonably, may at its discretion, require the removal and replacement of a Subcontractor, even if the Subcontractor had previously been approved by the Province. All requests for removal and replacement of a Subcontractor shall be made in writing to the Contractor, and must be effected by the Contractor within a reasonable time of receipt of the request, taking into account the relative difficulty of engaging a suitable replacement Subcontractor. The Province shall have no liability for any additional payments, losses, costs or damages resulting from or arising in connection with the exercise by the Province of its rights under this Section 8.5.

ARTICLE 9 REPORTING

9.1 Generally

During the Term, the Contractor must prepare or cause to be prepared, and must provide to the Province all reports and information relating to the performance of the Services, and of Contractor’s other obligations under this Agreement, as required by the Province and set forth in Schedule E (*Reporting Requirements*), as amended from time to time. The reports to be provided shall not include any Client Personal Information.

9.2 Format of Reports

The Contractor must provide all reports to be provided to the Province under this Agreement in the format, and using such means as may be directed by the Province to the Contractor from time to time. Without limitation, to the greatest extent possible the Contractor must use web-enabled reports and direct electronic access to data and query reports, and must minimize the amount and types of paper-based reporting.

ARTICLE 10 FEES AND PAYMENT

10.1 Fees and Expenses

Unless otherwise provided for in this Agreement, the Province will pay to the Contractor the Fees in accordance with Schedule I (*Fees and Payment*). The Fees are inclusive of all costs and expenses incurred by the Contractor in providing the Services and otherwise performing its obligations under this Agreement during the Initial Term, and include all costs involved in developing and deploying the Services and associated technology, human resources and staffing costs, awareness and outreach activities, and other administrative and operating costs. The Fees also include all applicable taxes. For greater certainty, the Contractor may not charge any tolls, user fees or other amounts to Clients or other users of the Services. The Fees may not be increased during the Initial Term unless otherwise expressly agreed by the Province in accordance with Article 5. Any changes to the Fees that will apply during an Extension Period will be determined in accordance with Section 2.2.

10.2 Fiscal Year-end Estimate

Upon the Province's request, the Contractor must provide an estimate of the fees and expenses to be invoiced to the Province for the last billing period of each Fiscal Year during the Term.

10.3 Invoices

In order to obtain payment of any Fees, the Contractor must submit to the Province a written invoice in a form and format satisfactory to the Province, as described in Schedule I (*Fees and Payment*). The payment of any invoice by the Province will not be deemed to constitute approval or acceptance of the invoice or a waiver of any obligations owed by the Contractor to the Province, and no such payment will preclude the Province from disputing any amount set forth in an invoice at any later date.

10.4 Payments Due

The Province will pay the Fees to the Contractor within sixty (60) days after receipt by the Province of an undisputed invoice delivered by the Contractor in accordance with Section 10.3.

10.5 Set-Off

The Province has the right to set-off any amounts that are owed to the Province by the Contractor against any Fees and other amounts owed by the Province to the Contractor under this Agreement.

10.6 Withholding

The Province may withhold payment on any portion of a Contractor invoice that is disputed in good faith, until the dispute is resolved in accordance with this Agreement. The Province may also withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims or losses that have arisen or that

could arise in connection with the provision of the Services under or in connection with this Agreement. Withholding of any amounts by the Province in accordance with this Section 10.6 will not constitute a breach of this Agreement.

10.7 Interest on Overdue Payments

Notwithstanding any other provision of this Agreement, or in any statement of account or other document issued by the Contractor, interest will not accrue to the Contractor or be calculated on overdue accounts, except at the rate prescribed, and commencing no earlier than the 61st day after the date of the invoice and as otherwise calculated in accordance with, the *Interest on Overdue Accounts Payable Regulation* then in effect under the FAA. For greater certainty, interest will not be owing in respect of any payments that are set-off or withheld in accordance with this Article 10.

10.8 Interest on Overpayment and Other Payments due to the Province

The Province may charge the Contractor interest on any overpayment collected by the Contractor from the Province and on any other payments required under this Agreement to be paid to the Province, at the rate prescribed and as calculated in accordance with the *Interest on Overdue Accounts Receivable Regulation* then in effect under the FAA.

10.9 Appropriation

Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor pursuant to this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the FAA, to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and
- (b) Treasury Board, as defined in the FAA, having not controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in Subsection 10.9(a).

10.10 Prohibition against Committing Money

Without limiting any other provision of this Agreement, the Contractor must not, in relation to performing its 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.

10.11 Taxes

The Fees are inclusive of all applicable taxes, including any sales taxes payable in respect of the products and services purchased from the Contractor under this Agreement. For greater certainty, the Contractor is solely responsible for the remittance of all sales- and related taxes to the appropriate authorities in accordance with Applicable Law, as well as for the payment of all income taxes assessed or levied against it, its business and/or its employees, as well as any employee benefits.

ARTICLE 11 RECORDS

11.1 Maintenance of Records

During the Term and for a period of not less than seven (7) years after the end of the Term (or such longer period as may be required by Applicable Laws), the Contractor must:

- (a) maintain and, as appropriate, cause its Subcontractors to maintain, accurate and complete Records related to this Agreement and to the Services to be provided by the Contractor under this Agreement in accordance with prevailing industry standards, and as may otherwise be required or necessary:
 - (i) for the Contractor to meet any other reporting or record keeping requirements referred to in this Agreement, and
 - (ii) to enable the Province to verify compliance by the Contractor and any Subcontractor with the terms of this Agreement, and to ascertain the accuracy of all financial matters arising under this Agreement.

11.2 Form of Records

The Records must be in a form satisfactory to the Province. Without limiting the generality of the foregoing, the Contractor must ensure that Records with respect to the performance of the Services will conform, to the extent applicable, with Generally Accepted Accounting Principles (GAAP), the requirements of Applicable Laws, and the Province's Administrative Records Classification System (ARCS) and Operational Records Classification Systems (ORCS), as they may be amended from time to time.

11.3 Custody of Province Records

As regards any Province Records, including Services Data, provided to Contractor, generated in connection with the Services, or otherwise in Contractor's possession, the Contractor shall have Custody of the Province Records from the later of the date that Custody is granted to the Contractor by the Province or the date of the creation or coming into existence of the Province Record, in accordance with the provisions of this Agreement.

11.4 Access

During the Term, and for a period of seven (7) years after the end of the Term, the Contractor must provide the Province and its Auditors, and other authorized representatives of the Province with access including, where applicable and practicable to do so, with electronic access, to the following:

- (a) all Records related to the Services then in the Custody of the Contractor, wherever maintained;
- (b) any system that contains such Records related to, generated by, submitted to or used in connection with the Services, wherever maintained; and
- (c) any property or facility at which the Services are being performed, where any such systems are housed, or where any such Records are physically maintained or stored.

11.5 Control of Province Records

The Province Records will remain the property and in the control of the Province and, accordingly, they will continue to remain subject to the requirements of the British Columbia *Information Management Act*, *Electronic Transactions Act*, FOIPPA and the *Interpretation Act*. The Contractor must comply with the requirements thereof in respect of the Province Records as though each such Act applied to the Contractor directly. In addition, the Contractor must:

- (a) subject always to its obligations with respect to security, Confidential Information and the protection of Personal Information, not exploit, disclose, use or permit to be exploited, disclosed or used, any Province Records other than as may be required for the purpose of providing the Services in accordance with this Agreement. Without limitation, the Contractor agrees that it may not commercialize any Services Data or Client information, whether or not anonymized, or otherwise use any Services Data, Personal Information, Client information or other information relating to the Services for any purpose other than the provision of Services in accordance with this Agreement;
- (b) not sell, transfer to another jurisdiction or to the Custody of any other Person, destroy or otherwise dispose of the Province Records without the approval and direction of the Province, or as contemplated under this Agreement;
- (c) at all times during the Term, and for a period of up to twelve (12) months following the expiry or termination of this Agreement, ensure that the Province has the ability to: (i) import or export Province Records piecemeal or in their entirety, including to other service providers, without interference from the Contractor; (ii) import Province Records from a standard, machine-readable format, retaining any initial and current metadata; and (iii) export Province Records in a standard, machine-readable format and form, retaining initial and current metadata;
- (d) destroy or return the Province Records to the Province upon written request from the Province, or as may otherwise be required or permitted under Agreement, provided that the Contractor shall not be required to return, erase or destroy any Province Records which it has retained (i) as required in accordance with Applicable Laws or applicable professional standards, (ii) for defence purposes, or (iii) in an electronic archival format in order to comply with its internal disaster recovery and business continuity practices in effect from time-to-time;
- (e) at the request and expense of the Province, provide written or electronic copies of Province Records for storage on the premises of the Province or of any applicable regulatory body or agency, as the Province may require;
- (f) maintain the safe keeping, confidentiality and integrity of the Province Records in accordance with the provisions of Article 15 and Article 16; and
- (g) store all Province Records separately from other records in the Contractor's custody, and ensure that they are clearly identified as Province Records.

11.6 Final Return of Province Records

Except as may be otherwise required by the Province, upon the termination or expiry of this Agreement, the Contractor must destroy or deliver (as directed by the Province), at no additional cost to the Province, all Province Records then in its custody to the Province, including all full and partial copies thereof. The Province Records must be in a standard, machine readable format, as directed by the Province. Notwithstanding the foregoing the Contractor shall not be required to return, erase or destroy any Province Confidential Information which it has retained (i) as required in accordance with Applicable Laws or applicable professional standards, (ii) for defence purposes, or (iii) in an electronic archival format in order to comply with its internal disaster recovery and business continuity practices in effect from time-to-time

11.7 Costs of Record Keeping

The Contractor acknowledges and agrees that all costs associated with keeping Records as contemplated in this Article 11 are the responsibility of the Contractor, and have been taken into consideration in determining the Fees.

11.8 Storage and Disposal of Records

The Contractor must not destroy or dispose of any Province Records without the prior written approval of the Province. If the Province requests, in writing, that the Contractor destroy or dispose of any Province Records, the Contractor must comply with all Applicable Laws and any directions from the Province regarding the destruction or disposal of the Province Records.

11.9 Unauthorized Loss or Destruction of Province Records

In the event that any Province Records are destroyed, lost or altered, other than as permitted under this Article 11, due to any act or omission of the Contractor or any of its Subcontractors or their respective personnel (whether such personnel are acting within or outside the scope of their employment or consulting retainer), the Contractor will be responsible at its cost for restoring Province Records to the most recently available electronic back-up copy or, where a back-up copy is not available, upon the Province's request, restoring or reconstructing the Province Records utilizing electronic means, provided that such restoration or reconstruction is commercially reasonable.

ARTICLE 12 AUDIT

12.1 Audit

The Province may appoint an internal or external auditor, inspector, professional advisor or other representative ("Auditor") at any time and from time to time during the Term to audit, review, inspect, confirm and/or verify any aspect of this Agreement, and the Contractor's performance of its obligations under this Agreement. In connection with the exercise by the Province of its rights, the Contractor must permit the Province and its Auditors to examine and make copies of any paper and electronic Records, correspondence, accounting procedures and practices, and any other relevant supporting financial or operational data pertaining to the delivery of the Services, and the performance by the Contractor of its other obligations under this Agreement.

12.2 Conduct of the Parties

In connection with the rights granted to the Province pursuant to Section 12.1:

- (a) The Province will:
 - (i) ensure that all Auditors engaged by the Province to exercise its rights in connection with this Article 12 possess the necessary qualifications and training and require that such Auditors execute non-disclosure agreements restricting their right to use and/or disclose any information contained in Records;
 - (ii) use reasonable endeavours to cause any audits and inspections to be performed during Contractor's normal business hours and, unless the Province reasonably believes the Contractor to be in breach of this Agreement, upon reasonable notice to Contractor under the circumstances;

- (iii) use reasonable endeavours not to hinder or interfere with the performance of the Services by Contractor, or with Contractor's other business operations; and
 - (iv) comply, and cause its Auditors to comply, with reasonable security and other similar policies of the Contractor while at the Contractor's premises, provided that: (A) the Province has been provided with reasonable prior notice of such policies; (B) the policies are not in violation of any applicable statutory or professional rights or obligations; (C) the policies do not unduly hinder or interfere with the conduct of the audit or inspection; and (D) the policies are not otherwise contrary to the Province's legal rights and obligations.
- (b) The Contractor must, and must cause its Personnel and Subcontractors to:
 - (i) cooperate with any Province inspections, investigations and audits;
 - (ii) make available on a timely basis all information and Records requested by the Province and its Auditors; and
 - (iii) provide the Province and its Auditors with assistance in obtaining access to such information and Records as may be reasonably requested.

12.3 Costs

Each party will bear its own costs in connection with an audit or inspection under this Article 12, including, in the case of the Contractor, the cost of the time and effort of the Contractor and its Personnel to comply with any requests or requirements of the Province or an Auditor, unless the inspection or audit reveals a fundamental breach or material error or deficiency within the Contractor's control, in which case the Contractor agrees to bear the Province's reasonable costs and expenses upon being shown the results of the inspection or audit.

12.4 Deficiencies

If an audit or investigation under this Article 12 reveals a material deficiency, as determined by the Province in its discretion, the Contract Manager and the Province's project manager will meet as soon as possible to discuss and address the deficiency. Within fifteen (15) days, or other period as the parties may agree, the Contractor must develop and present to the Province a corrective action plan to be undertaken by the Contractor to resolve the deficiency. The corrective action plan will contain sufficient detail so as to allow the Province to review and comment on the plan. Unless otherwise agreed by the parties, the Contractor must remedy the deficiency in accordance with the corrective action plan and any comments provided by the Province, in a timely manner reasonably acceptable to the Province.

12.5 Survival

The Province's inspection and audit rights will survive the expiration or termination of this Agreement indefinitely, subject to any applicable limitation period prescribed by Applicable Law.

ARTICLE 13 REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1 Province Representations and Warranties

The Province represents and warrants to the Contractor, and covenants with the Contractor that:

- (a) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement;
- (b) this Agreement has been duly authorized by all necessary action of the Province, and this Agreement constitutes a valid, subsisting and legally binding obligation upon the Province that is enforceable against the Province in accordance with its terms;
- (c) the observance and performance of the terms and conditions of this Agreement will not constitute a breach of any statute or regulation of the Province or of Canada by which it is bound; and
- (d) the Province will not knowingly insert or permit any third party to insert into the Province Materials, the New Materials, or any other hardware, Software, websites, systems, or materials to be supplied, used or accessed pursuant to this Agreement, any Malicious Code.

13.2 Contractor Representations and Warranties – Capacity and Performance

The Contractor represents and warrants to the Province and covenants with the Province that:

- (a) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with its terms;
- (b) this Agreement has been duly authorized by all necessary action of the Contractor and constitutes a valid, subsisting and legally binding obligation upon the Contractor that is enforceable against the Contractor in accordance with its terms;
- (c) the Contractor is not insolvent, and is able to pay its debts as they become due in the ordinary course of business;
- (d) in the performance of its obligations, the Contractor will comply with all Applicable Laws, rules and regulations, as they may be amended from time to time, and will be responsible for ensuring compliance by its Subcontractors;
- (e) the observance and performance of the terms and conditions of this Agreement will not constitute a breach of any law, statute or regulation by which the Contractor may be bound, or a breach or default under any contract or agreement to which the Contractor is a party;
- (f) the Contractor is not under any current obligation or restriction, nor will it knowingly assume any such obligation or restriction, that does or could interfere or conflict with the performance of the Contractor's obligations under this Agreement;
- (g) with the exception of any information provided by the Province and which is incorporated into the Contractor's documents, all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement, including all information provided by the Contractor to the Province in the course of the procurement process prior to entering into this Agreement, including in the RFP Response,

are true and correct, and not misleading in any material respect, and the Contractor has not failed to disclose any further information necessary in order to make the information disclosed not misleading in any material respect;

- (h) the Contractor has no knowledge of any fact, or of any legal claim against it that will materially adversely affect or, so far as it can foresee, may materially adversely affect its properties, assets, condition (financial or otherwise), business, operations, or ability to fulfil its obligations under this Agreement;
- (i) the Contractor will conduct its business in relation to the Services in a professional and competent manner that will reflect favourably on the good name and reputation of the Province, and will refrain from engaging in any unfair or deceptive trade practice, unethical business or counselling practice, or any other practice or conduct that could reflect unfavourably upon the Province;
- (j) the Contractor has filed all tax, corporate information and other returns required to be filed by the laws of British Columbia and Canada, and has paid all taxes, fees and assessments calculated to be due by it under those laws;
- (k) the Contractor will obtain all necessary consents and permissions for the collection, use and disclosure of all personal information to be used and disclosed by it pursuant to this Agreement; and
- (l) the Contractor will obtain, and maintain throughout the Term, all necessary arrangements, licenses, subscriptions, permits and approvals from third parties as are necessary or advisable, including government entities and third party suppliers, to ensure that the Contractor can fully perform its obligations, and that the Province can fully exercise its rights under this Agreement.

13.3 Representations and Warranties Relating to Personnel and Subcontractors

The Contractor represents and warrants to the Province and covenants with the Province that, throughout the Term:

- (a) the Contractor will, at its own expense, arrange, supply and be wholly responsible for all labour required in connection with the performance of the Contractor's obligations in accordance with this Agreement;
- (b) all Subcontractors have been approved by the Province, and Contractor has taken all such other actions that it is required to take in respect of Subcontractors under this Agreement;
- (c) the Contractor will ensure that all Subcontractors and Personnel who are engaged in the provision of the Services, are adequately trained, fully instructed and supervised;
- (d) the Contractor and all Subcontractors and Personnel, possess the necessary skills, academic and professional qualifications, licenses, permissions, expertise and experience to deliver, perform and complete all Services to be provided under this Agreement;
- (e) the Contractor will ensure that no Subcontractor is under any current obligation or restriction and does, not during the Term, knowingly assume or otherwise become subject to any obligation or restriction that does or could interfere or conflict with the performance of the Contractor's or such Subcontractor's obligations pursuant to this Agreement; and

- (f) the Contractor will comply, and ensure that all 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 and similar laws in other jurisdictions.

13.4 Services Warranties

The Contractor represents and warrants to the Province and covenants with the Province that, throughout the Term:

- (a) the Services will comply with or exceed, in all material respects:
 - (i) the Specifications therefor, including any agreed Changes; and
 - (ii) Applicable Laws and the highest industry standards;
- (b) the Services will be performed in a good, diligent and proficient manner to at least the same reasonable standards of professional skill and competence maintained by reputable providers, on a commercial basis, of services of the same type or nature as the Services;
- (c) the Contractor will comply with all reasonable instructions regarding the performance of the Services, as may be given by the Province from time to time; provided, however, that unless otherwise agreed in writing, the Contractor may determine the manner in which the instructions are carried out;
- (d) the performance by the Contractor of its obligations, and all websites, systems, technology and other products, Contractor Materials and New Materials, provided or made accessible to the Province by the Contractor under this Agreement, and the use and enjoyment thereof by the Province and the Clients in accordance with this Agreement, do not and will not violate or infringe, or constitute a misappropriation of the Intellectual Property Rights of any Person;
- (e) except as expressly agreed by the Province in advance, all products and materials supplied under this Agreement, including all Contractor Materials, New Materials and other assets used in the provision of the Services, will be free and clear of all liens, encumbrances and charges of any kind or character whatsoever;
- (f) the Contractor has obtained and will maintain during the Term, at no additional cost to the Province, all necessary rights and licenses required for the use of any systems, Software, services or assets used in the performance or delivery of the Services including, without limitation, the Website, the App and the Telephone Services;
- (g) the Contractor will not knowingly insert or permit any third party to insert into the Province Materials, the New Materials, or any other hardware, Software, websites, systems, or materials to be supplied, used or accessed pursuant to this Agreement, any virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or similar mechanism or combination of any of the foregoing that is intended or designed to, is operable to, or is likely to disable, delete, erase, deny authorized access to, permit unauthorized access to, damage, destroy, corrupt or otherwise affect or interfere with the provision or use of the Services or the normal use of any of the Province's or any Client's hardware, Software, websites or systems, or any Records ("**Malicious Code**"); and
- (h) the Contractor will perform the Services to meet or exceed all applicable timelines, due dates, Specifications and Service Levels.

13.5 Reliance by the Province

All representations, warranties and covenants made or provided by the Contractor under this Agreement are material and will conclusively be deemed to have been relied upon by the Province, notwithstanding any prior or subsequent investigation by the Province.

ARTICLE 14 PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY

14.1 Province Materials and Intellectual Property

As between the parties, the Province shall be and remain the exclusive owner of all rights, title and interest in and to:

- (a) all assets, materials, data, databases, files, content, information (including Province Records and Province Confidential Information), Software, systems, documents, trademarks, logos, graphics, text, branding materials and other property that the Province provides or makes available to the Contractor, excluding the Client Records (collectively, “**Province Materials**”);
- (b) all pre-existing Province Intellectual Property and associated Intellectual Property Rights, including where such Province Intellectual Property has been incorporated into a product or service that is otherwise Contractor Intellectual Property; and
- (c) any URLs, toll-free telephone numbers acquired for the purpose of providing the Services, all Province Documentation, and branding, logos and program names developed exclusively for the Province as part of the Services (collectively, “**New Materials**”).

14.2 New Materials

The Contractor must:

- (a) fully inform the Province of the existence of all New Materials, and permit the Province at all reasonable times, to inspect, examine and review any New Materials, as the Province may require; and
- (b) confirm the vesting in the Province of Intellectual Property Rights in the New Materials, including the execution of any documents to that effect reasonably requested by the Province.

14.3 License to Use Province Materials, Province Intellectual Property and New Material

The Province grants (or in the case of New Materials, will grant as of the date that each New Material is created) to the Contractor during the Term a limited, non-exclusive right to use and, where necessary, modify, the Province Materials, the Province Intellectual Property and the New Materials, solely to the extent reasonably required by the Contractor for the purpose of performing the Services in accordance with this Agreement, subject to any restrictions, license terms, or policies required by the Province. Without limitation, all Province Materials, Province Intellectual Property and New Material shall be Province Confidential Information, unless otherwise expressly agreed by the Province. The foregoing license rights shall terminate upon the earlier of (a) the completion of the Services for which the Province Materials, Province Intellectual Property or New Materials are required, or (b) the expiry or termination of this Agreement. Upon expiry or termination of this Agreement, or at such other time(s) as may be

requested by the Province, the Contractor must promptly deliver to the Province (or, with the Province's consent, destroy) all copies of any Province Materials, Province Intellectual Property or New Materials in the Contractor's possession, or under the Contractor's control. In the case of any New Materials, Contractor shall also provide the Province will all passwords, keys, access information, contracts and the like as are usual or necessary in connection with the ownership, use and modification of such materials. The Contractor must not exploit, disclose, use or permit to be exploited, disclosed or used, any Province Materials, Province Intellectual Property, Province Confidential Information or New Material other than as specifically provided in this Section 14.3, and any rights therein or thereto not specifically granted to the Contractor are hereby expressly reserved by the Province.

14.4 Contractor Materials and Intellectual Property

As between the parties, the Contractor shall be and remain the exclusive owner of all rights, title and interest in and to all Contractor Materials.

14.5 License to Use Contractor Materials

Subject to the terms of this Agreement, and except as may be specifically provided in Article 3, the Contractor grants rights in and to the Contractor Materials as follows:

- (a) during the Term, the Province shall have a non-exclusive, irrevocable, worldwide, transferable right and license, without cost or charge except as expressly provided in this Agreement, to access, use the Contractor Materials to the extent necessary for the Province and all Clients to receive and enjoy the benefits of the Services as anticipated by this Agreement, and for the Province to exercise its rights and perform its obligations under this Agreement; and
- (b) the Province may sublicense its contractors, subcontractors and other third parties to use the Contractor Materials, solely for the purpose of assisting the Province in the exercise of its rights pursuant to Subsections 14.5(a) and **Error! Reference source not found..**

14.6 License to Use Third Party Materials and Services

Notwithstanding any other provision of this Agreement, the Contractor is solely responsible for ensuring that it has, and must maintain throughout the Term, all necessary rights and licenses from any and all third parties, including any Subcontractors, as are reasonable and necessary for:

- (a) the performance by the Contractor and all Subcontractors of their obligations under this Agreement;
- (b) the operation and delivery of the Services in accordance with the Specifications;
- (c) the use of any websites, toll-free numbers, mobile applications, images, graphics, text, contact information and resource materials used or made available in connection with the Services, and the ability to those rights to the Province or its designee;
- (d) the access to and use of the Referral and Counselling Services by Clients; and
- (e) the optimal and irrevocable exercise by the Province of its rights under this Agreement, including the use and enjoyment of the Services,

in accordance with the terms of this Agreement. The Contractor will be solely responsible for its and its Subcontractors' compliance with the terms of any third party agreements.

14.7 Marks and Logos

The Contractor is granted a limited right and license to use the Province name, trademarks and logos solely for the purpose of creating and branding any websites, mobile applications and promotional materials created or used in connection with the Counselling and Referral Services, as directed by the Province from time to time during the Term. The Contractor does not obtain any other right or license to use any trademarks, official marks, business names, trade names, domain names, URLs, trading styles, “look and feel”, logos, or other distinguishing marks (“**Marks**”) of the Province, whether registered or unregistered, for any purpose, whether in conjunction with the performance of the Services, or otherwise, without the express prior written permission of the Province. Use of any Contractor or third party Marks in connection with the Services, including on the Website, in the App or in any promotional materials, shall be subject to the prior approval of the Province at its sole discretion.

The Province does not obtain any right or license to use any Marks of the Contractor, whether registered or unregistered, for any purpose, whether in conjunction with the Services, or otherwise, without the express prior written permission of the Contractor.

ARTICLE 15 CONFIDENTIALITY

15.1 Acknowledgement

Contractor acknowledges and agrees that, in connection with the performance of its obligations under this Agreement, the Contractor and its Subcontractors will have access to and Custody of certain highly confidential information, including Client Personal Information and Province Confidential Information, and that the confidentiality, privacy and security of such information, and in particular any Personal Information, is of paramount importance to the Province.

15.2 Protection of Confidential Information

At all times during the Term and thereafter, each party (the “**receiving party**”) must keep and maintain all Confidential Information of the other party (the “**disclosing party**” in strictest confidence using a degree of care that is appropriate to the nature and sensitivity of the information, but in no event less than a commercially reasonable standard of care that is in accordance with prudent industry practice in Canada or, if the Confidential Information is subject to more protective provisions in applicable enactments regarding confidential information, including FOIPPA, no less than the degree of care mandated by those provisions.

15.3 Permitted Use and Disclosure of Confidential Information

- (a) The receiving party must not use, disclose, copy, duplicate or reproduce, either directly or indirectly, any of the Confidential Information received from or belonging to the disclosing party for any purpose other than the performance of its obligations and the exercise of its rights under this Agreement, and then only to the extent required.
- (b) The Contractor may disclose Province Confidential Information only to Personnel and Subcontractors on a “need to know” basis as required to observe, perform and enforce this Agreement. The Province may disclose Contractor Confidential Information only to its employees, contractors, professional advisors and agents on a “need to know” basis as required to perform its obligations under this Agreement. In either case, any Person to whom any Confidential Information is disclosed must: (i) be bound by contract, employment contract or oath of office to safeguard such Confidential Information on terms no less onerous than the terms of this Article 15, except to the extent authorized by law (such as

whistle-blower law or statutory power or duty) or required by law to divulge; (ii) have the security clearance required by the Province, if any, to access the particular information; (iii) have been advised of the confidential and proprietary nature of the disclosing party's Confidential Information, and (iv) have been instructed to keep it confidential.

15.4 Additional Permitted Disclosures by the Province

Notwithstanding the provisions of this Article 15, the Contractor agrees that the Province may disclose the Contractor Confidential Information:

- (a) as may be required by the provisions of any Applicable Laws, including FOIPPA; and
- (b) for the purpose of undertaking any procurement or similar process in connection with the selection of an Alternative Service Provider, provided that:
 - (i) such disclosure does not include any of the Contractor's costing or other internal financial information;
 - (ii) any third parties to whom such disclosure is made first execute and deliver to the Province a non-disclosure agreement; and
 - (iii) such disclosure will be restricted to the Contractor Confidential Information necessary to enable such parties to participate in the procurement or related process.

15.5 Exceptions to Obligation of Confidentiality

The obligations of confidentiality contained in this Article 15 will not apply to any Confidential Information of a disclosing party to the extent that the receiving party can reasonably demonstrate that such Confidential Information:

- (a) was, at the time of disclosure to the receiving party, in the public domain, or subsequently becomes part of the public domain through no fault of the receiving party or any Person obtaining access to the Confidential Information through the receiving party;
- (b) was in the possession of the receiving party at the time of disclosure to the receiving party, and was not the subject of a pre-existing confidentiality obligation;
- (c) was lawfully received, not by accident or mistake, by the receiving party from a third party that was lawfully in possession of it and without an obligation to keep it confidential, provided that the receiving party keeps for review upon request by the disclosing party documentation establishing the third party as the source of the information, but only after such information becomes so available;
- (d) was independently developed by the receiving party without the use of any of the disclosing party's Confidential Information or Intellectual Property; or
- (e) is disclosed with the prior written consent of the disclosing party, but only to the extent of the consent.

15.6 Disclosure Compelled by Law

A receiving party will not be considered to have breached its confidentiality obligations under this Article 15 to the extent that the disclosure of a disclosing party's Confidential Information is required to satisfy

any Applicable Laws or the order of any court, administrative tribunal or other entity having binding authority, or pursuant to a subpoena, litigation hold, delivery request or similar instrument, provided that the receiving party:

- (a) promptly upon receiving any such request, notifies the disclosing party of the terms and circumstances of the requested disclosure, unless it is legally prohibited from doing so;
- (b) consults with the disclosing party regarding the nature and scope of the request;
- (c) does not obstruct or interfere with, and to the extent practical, permits the disclosing party to obtain, a protective order or other remedy to limit, prevent, object to, enjoin, narrow the scope of, or otherwise contest the requested disclosure;
- (d) discloses only that portion of the disclosing party's Confidential Information that it is legally obligated to disclose, and then only to the extent required; and
- (e) if requested by the disclosing party, at the disclosing party's expense, seeks the highest protection level available for the disclosing party's Confidential Information.

15.7 Notification of Unauthorized Use of Province Confidential Information

The Contractor must:

- (a) promptly notify the Province of any actual or attempted unauthorized possession, use, access to or disclosure of the Province Confidential Information of which the Contractor becomes aware;
- (b) promptly furnish the Province with details of the actual or attempted unauthorized possession, use, access or disclosure, and assist the Province with any investigation;
- (c) cooperate with the Province in any litigation and investigation against third parties, as deemed necessary by the Province to protect Province Confidential Information, to the extent such litigation is related to this Agreement; and
- (d) promptly use best efforts to prevent a recurrence of any unauthorized possession, use, access or disclosure of the Province Confidential Information.

15.8 Equitable Relief

Each party acknowledges that the disclosure or use of any of the other party's Confidential Information in breach of this Agreement would cause irreparable harm and injury to the non-breaching party and/or third parties, and that monetary damages may be difficult to ascertain and/or insufficient compensation. Each party therefore agrees that, in the event of a breach of this Article 15 and to the extent available pursuant to Applicable Laws (including, without limitation, the *Crown Proceeding Act* (British Columbia)), the non-breaching party will be entitled to seek preliminary and permanent injunctive relief, as well as an equitable accounting of all profits and benefits arising out of such breach, without proof of special damages, to stop any actual or anticipated unauthorized disclosure or use of Confidential Information in breach of this Agreement. This remedy will be in addition to any other rights or remedies to which the non-breaching party may be entitled under this Agreement or otherwise under any Applicable Laws.

15.9 No Right to Receive Confidential Information

This Article 15 will not be construed as obligating a party to disclose its Confidential Information to the other party, or as granting or conferring on a party any right, title or interest, express or implied, in or to the Confidential Information of the other party; provided, however, that nothing contained in this Article 15 shall serve to restrict the Province's ability to make full use of the Services as anticipated under this Agreement, or to exercise any other rights granted to them under this Agreement or under Applicable Laws.

15.10 Ownership of and Access to Province Confidential Information

As between the parties, the Province Confidential Information is and will remain the property of the Province and the Contractor Confidential Information is and will remain the property of the Contractor. The Province will have at all times complete and unrestricted access to Province Confidential Information and, in conjunction with the supply of the Services, the Contractor must provide access thereto as may be requested by the Province from time to time, including such access as will enable the Province to make complete copies of all Province Confidential Information. The Contractor must at all times adhere to the directions of the Province with respect to Province Confidential Information. Upon request by the Province, at any time during the Term or upon the termination or expiry of this Agreement, the Contractor must promptly return to the Province, in the format and on the media requested by the Province, all or any part of the Province Confidential Information, and erase or securely destroy all or any part of the Province Confidential Information in the Contractor's (which is deemed to include any Personnel's and Subcontractors') possession. Upon request, the Contractor must provide the Province with written certification, in a form acceptable to the Province, evidencing the destruction of any Province Confidential Information. Notwithstanding the foregoing, the Contractor shall not be required to return, erase or destroy any Province Confidential Information which it has retained (i) as required in accordance with Applicable Laws or applicable professional standards, (ii) for defence purposes, or (iii) in an electronic archival format in order to comply with its internal disaster recovery and business continuity practices in effect from time-to-time.

15.11 This Agreement

The Contractor acknowledges that the Province is subject to FOIPPA, and that this Agreement (including all associated documents and Records, may be subject to public disclosure under that legislation. The Province acknowledges that there are exemptions to its disclosure obligations under FOIPPA and that prior to disclosing any Contractor Confidential Information it shall first notify the Contractor so that the Contractor can make a determination as to whether any such exemptions would apply. For greater certainty, the Contractor hereby consents to the disclosure of the terms and conditions of this Agreement (and all associated documents and Records) as permitted or required by FOIPPA.

ARTICLE 16 PRIVACY AND SECURITY

16.1 Privacy

The Contractor must comply with the Privacy Protection Schedule attached as Schedule C, including the Appendix to Schedule C.

16.2 Security Obligations

The Contractor must at all times make reasonable security arrangements to protect all Province Confidential Information, including Client Personal Information and any Province Records used with, accessed by, collected or generated through the use of the Services, in accordance with the Province's

requirements as advised to the Contractor from time to time. Without limitation, the Contractor must comply, and shall ensure that its Personnel and Subcontractors comply, with the Security Schedule attached as Schedule D (*Security Schedule*).

16.3 Independent Security Audit

In addition to any audit conducted in accordance with Article 12, the Contractor must, within ten (10) days following the execution of this Agreement, and annually thereafter within ten (10) days following the anniversary date of the Effective Date, provide the Province with:

- (a) proof, in a form satisfactory to the Province, that an independent audit of the data hosting and storage facilities conducted at the Contractor's expense, meets or exceeds the Province's security requirements set out in Schedule D (*Security Schedule*); and
- (b) details with respect to any findings from such audit which relate to, or have an impact on, the security of the Services, and any steps taken or to be taken by the Contractor to address any concerns raised by the audit.

16.4 Information and On-Going Compliance

The Contractor must, throughout the Term, provide the Province with such information and materials as may be reasonably requested by the Province for the purpose of confirming the continued compliance by the Contractor and the Services, including any updates, upgrades and Changes, with the privacy and security requirements set out in this Agreement, including its schedules. Notwithstanding any other provision of this Agreement, Contractor acknowledges and agrees that, in the event that the Services or any part thereof fails to comply with any privacy or security requirements under this Agreement, the Province shall have the right at its sole discretion to (a) terminate the Agreement or any part of the Services whereupon the Contractor must within 60 days refund a pro-rata amount of any prepaid Fees applicable to the period following termination or (b) where such non-compliance can reasonably be rectified, require that the Contractor promptly rectify, at its expense, the non-compliance to the Province's satisfaction and without materially impacting functionality.

16.5 Equitable Relief

In the event of a breach of this Article 16, and to the extent available pursuant to Applicable Laws (including, without limitation, the *Crown Proceeding Act* (British Columbia)), the Province will be entitled to preliminary and permanent injunctive relief, as well as an equitable accounting of all profits and benefits arising out of such breach, which remedy will be in addition to any other rights or remedies to which the party may be entitled under this Agreement or otherwise, including under any Applicable Laws.

ARTICLE 17 INDEMNITY AND LIABILITY

17.1 Indemnification

Notwithstanding any insurance coverage maintained under this Agreement, the Contractor must indemnify and save harmless the Province and its contractors, servants, employees and agents (collectively, the "**Province Indemnified Parties**") from any loss, claim (including any claim of infringement of third party Intellectual Property Rights or claim arising under international treaty), damage award, action, cause or action, cost or expense that the Province or any Province Indemnified Party may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "**Loss**") to the extent the Loss is directly or indirectly caused or contributed to by, or results from:

- (a) any act or omission of the Contractor or by any of the Contractor's agents, employees, officers, directors, Personnel or Subcontractors;
- (b) a breach by the Contractor or by any of the Contractor's agents, employees, officers, directors, Personnel or Subcontractors, of this Agreement; or
- (c) any of Contractor's representations, warranties or covenants becoming untrue or incorrect.

17.2 Intellectual Property Infringement

- (a) If a Loss results from a third-party claim that any element of the Services (including any website, mobile application, or training, promotional or other materials) provided or made available by or on behalf of the Contractor under this Agreement, infringes or misappropriates any Intellectual Property Rights of any person, (an "**Infringement Claim**") then, without limiting Section 17.1:
 - (i) the Contractor must defend the Province Indemnified Parties against the Infringement Claim at the Contractor's expense, and the Contractor must pay all associated costs, damages (including damages agreed to in settlement) and legal fees; and
 - (ii) the Province must cooperate with the Contractor in the defense of the claim and, where considered appropriate in the discretion of the Province, allow the Contractor to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.
- (b) In addition to the Contractor's obligations under 17.2(a), in the event of an Infringement Claim, the Contractor must, if requested by the Province, at Contractor's expense:
 - (i) modify the Service so that it no longer infringes or misappropriates, but without affecting the Service's compliance with the relevant Specifications; or
 - (ii) obtain the right to continue offering the affected Service in accordance with the terms of this Agreement.

17.3 Indemnification Procedure

To claim indemnification for a Loss pursuant to this Article 17, the Province must notify the Contractor in writing of the costs, damages and other losses as soon as reasonably practicable after the Province becomes aware of them, provided that a failure by the Province to provide such notification will not invalidate the claim unless (and only to the extent to which) the Contractor is materially prejudiced by that failure.

17.4 Limitations of Liability

- (a) Except as expressly provided herein, each party's liability for all losses, claims, damage awards, causes of action, costs or expenses arising under or in connection with this Agreement (each, a **Loss**"), that a party or any of the party's employees, agents or contractors may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, shall be limited to:
 - (i) \$2,000,000 per Loss; and
 - (ii) \$4,000,000 in the aggregate for all Losses.

- (b) The limitations on liability set out in Section 17.4(a) shall not apply to any Loss for which the Contractor is responsible under this Agreement which results from or relates to any of the following:
- (i) death, illness, bodily injury or damage to real property or tangible personal property;
 - (ii) third party Intellectual Property Rights, including any Infringement Claim and the Contractor's obligations pursuant to Section 17.2;
 - (iii) a breach of obligations in the Agreement related to privacy, security (including data security), confidentiality or a request for access to Province Materials;
 - (iv) any deliberate and sustained cessation of a material portion of the Services, without a bona fide attempt to resume such portion of the Service or to remedy the cause of the cessation;
 - (v) the malicious or grossly negligent act or omission of the Contractor, its Personnel, agents or Subcontractors; or
 - (vi) any Personnel, Subcontractor or other third party claim for fees, salary, wages, benefits, termination or severance costs, or other compensation, as well as fines, penalties, and interest resulting or in any way arising from Contractor's failure to pay, deduct, withhold or contribute any such amounts for which Contractor is responsible.

17.5 Survival

This Article 17, including the parties' obligations hereunder, shall survive the expiration or earlier termination of this Agreement.

ARTICLE 18 INSURANCE

18.1 Insurance

Without limiting the Contractor's other obligations or liabilities under this Agreement, the Contractor must, at the Contractor's own expense, purchase and maintain throughout the Term, and for a period of two (2) years thereafter unless otherwise agreed by the Province, liability insurance(s) specific to the products and services provided under this Agreement in amounts that a prudent operator would carry to cover the related risks, and which must include the insurance coverage set out in Schedule J (*Insurance*).

18.2 Subcontractors

The Contractor must cause its Subcontractors to carry liability insurance as required by this Article 18, to the extent appropriate given the scope and nature of the Subcontractor's obligations.

ARTICLE 19 TERMINATION

19.1 Events of Default

Each of the following occurrences will be deemed to be an "**Event of Default**" for the purposes of this Agreement:

- (a) an Insolvency Event;
- (b) a Change of Corporate Control;
- (c) a failure by the Contractor to perform any of its obligations under this Agreement, or a failure to perform such obligations in a manner satisfactory to the Province; or
- (d) any representation, warranty or covenant made by the Contractor in this Agreement is or becomes untrue or incorrect.

19.2 Remedies for Default

Upon the occurrence 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, when capable of being remedied, be remedied within the 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 pursuant to Subsection 19.2(a).

19.3 Delay Not a Waiver

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 its rights.

19.4 Notice of Events of Default

If the Contractor becomes aware that an Event of Default has occurred or is likely to occur, the Contractor must promptly notify the Province and supply to the Province particulars of the Event of Default or anticipated Event of Default, along with the steps the Contractor proposes to take to address, prevent, prevent recurrence of, or mitigate the effects of, the Event of Default, as applicable.

19.5 Termination by the Province for Convenience

In addition to the Province's right to terminate this Agreement under Sections 16.4 and 19.2, the Contractor agrees that the Province may terminate this Agreement, or any part hereof, without penalty, for any reason or for no reason upon reasonable written notice to the Contractor.

19.6 Termination by the Contractor

The Contractor shall have the right to terminate this Agreement if the Province is in material breach of its obligation to pay when due any undisputed amount which is not subject to withholding or set-off in accordance with Article 10, and the Province has failed to rectify the breach within sixty (60) days (or such longer period as the Contractor may provide) of receipt of written notice from the Contractor, which notice shall state in detail the nature and specifics of the breach.

19.7 No Obligation to Invoke Dispute Resolution

A terminating party may, but shall not be obliged to invoke the Dispute Resolution Process prior to exercising its termination rights pursuant to this Article 19.

19.8 Effects of Termination or Expiry

In addition to any other obligations that the parties may have under this Agreement, upon the termination or expiry of this Agreement, the following shall apply:

- (a) **Continuity of Services.** Unless otherwise agreed or directed by the Province, the Contractor must continue to perform the Services in accordance with this Agreement during any termination notice period referred to in Section 16.4, 19.2, 19.5 or 19.6, and must use its best endeavours to complete any uncompleted work to be performed as part of the Services by the end of the termination notice period so as to ensure a smooth transition of the Services to, or as directed by, the Province.
- (b) **Transfer of Rights.** Upon request, the Contractor must transfer to the Province or its designee, all rights, licenses and contracts for the use of any toll-free telephone numbers and URLs used in connection with the provision of the Services.
- (c) **Payment Consequences of Termination.** Unless otherwise provided in Article 10, Article 16 or Schedule I (*Fees and Payment*), if this Agreement is terminated in accordance with this Article 19:
 - (i) the Province must, within sixty (60) days of the effective date of termination, pay to the Contractor any unpaid and undisputed portion of the Fees owing in respect of the Services that were delivered to the Province's satisfaction prior to the effective date of termination, subject to any rights with respect to set-off or withholding; and
 - (ii) the Contractor must, within sixty (60) days of the effective date of termination, repay to the Province any prepaid portion of the Fees (if any) which corresponds with the portion of the Services that the Province has notified the Contractor in writing were not delivered to the Province's satisfaction before termination of this Agreement, including any unrealized amounts that would have been owing for the period following termination had the Agreement not been terminated, as well as any other amounts owing by the Contractor to the Province as of the effective date of termination.

19.9 Survival

Unless otherwise expressly provided in this Agreement or as otherwise agreed by the parties, all provisions (and the obligations of the Province and the Contractor thereunder) which by their terms or nature are intended to survive termination or expiry of this Agreement, shall so survive, including the following provisions: Articles 11, 12, 14, 15, 16, 17, 18 and 20 and Sections 8.3, 19.8, 19.9, 21.2, 23.7, 23.9, 23.10 and 23.13, as well as any Schedules required to give effect to those provisions.

ARTICLE 20

GOVERNING LAW AND DISPUTE RESOLUTION

20.1 Governing Law and Courts

This Agreement will be governed by, and will be interpreted and construed in accordance with, the laws of British Columbia and the laws of Canada applicable therein, without regard to principles of conflicts of law. To the extent to which it would otherwise be applicable, the parties hereby expressly exclude the application of the *United Nations Convention on Contracts for the International Sale of Goods* (also referred to as the “Vienna Convention”) to this Agreement. To the extent to which any provision of this Agreement contemplates recourse to judicial proceedings, the parties agree that the courts of the Province of British Columbia shall have exclusive jurisdiction unless otherwise expressly stated.

20.2 Dispute Resolution

Except as provided in Section 20.5, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, or in respect of any defined legal relationship associated with it or derived from it (each, a “**Dispute**”) will be resolved in accordance with the following procedure:

- (a) all Disputes must first be submitted for resolution through good faith discussions between the Contract Manager and the Province’s project manager; and
- (b) if the Dispute is not resolved in accordance with Subsection 20.2(a) within ten (10) Business Days, or such other period as the parties may agree, then, on written request of either party, the parties must then attempt to resolve the Dispute through mediation under the rules of the British Columbia Mediator Roster Society, unless the Province considers that the Dispute is not suitable for resolution by mediation; and
- (c) except as the parties may otherwise agree in writing, any Dispute that the parties do not resolve through mediation or do not resolve within 30 days of a mediator’s appointment must be referred to and finally resolved by arbitration administered by a single arbitrator, who is either a “practicing lawyer” within the meaning of the *Legal Profession Act* (British Columbia) or a lawyer of another jurisdiction permitted to practice law in British Columbia under that Act, with the place of arbitration being Victoria, British Columbia, and the arbitration in English under the *Arbitration Act* or the *International Commercial Arbitration Act* as appropriate (but if either of those Acts do not apply, then by the British Columbia International Commercial Arbitration Centre (the “Centre”) under its rules), and without appeal to any appeal tribunal of arbitrators appointed under the Centre’s rules.

20.3 Confidentiality and Mutual Efforts

During all negotiations before and during mediation, the parties will make bona fide efforts to resolve any dispute amicably and provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations, which will be conducted in confidence and on a “without prejudice basis” and may not be introduced into evidence in any arbitration or legal proceedings. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations. Nothing in this Section obliges a party to disclose any information subject to solicitor-client privilege or otherwise protected by applicable law, including FOIPPA. Nothing in this Section prevents disclosure necessary to enforce any arbitration awards.

20.4 Continuity of Services

In the event of a Dispute, and at all times before, during and after the conduct of the dispute resolution process anticipated by this Article 20, the Contractor must, and must ensure that all Subcontractors, continue to perform the Services in accordance with this Agreement.

20.5 Exceptions

Nothing in this Article 20 will operate to restrict either party from commencing, whether before invoking or pending resolution of the Dispute in accordance with this Article, any legal or other formal proceedings to the extent available under the *Crown Proceeding Act* (British Columbia) and other applicable laws to:

- (a) apply for any interim relief pending resolution of the dispute, injunction or provisional order, to protect any Personal Information, Confidential Information or Intellectual Property Rights;
- (b) pursue or defend any legal proceedings involving third parties;
- (c) preserve any legal right or remedy from expiring due to a limitation period; or
- (d) enforce any orders described in Subsection 20.5(a) or any arbitration award.

20.6 Costs

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 arbitration or mediation other than those costs relating to the production of expert evidence or representation by counsel.

20.7 Consolidation

The Contractor agrees not to unreasonably refuse any request by the Province to consolidate similar ongoing disputes as a result of this Agreement for resolution, including a request to skip mediation and proceed to resolution of all disputes under a single arbitration.

20.8 International Trade Disputes

Notwithstanding any other provision of this Agreement, Contractor expressly agrees that it must not, and must require that its affiliated entities and Subcontractors do not, take any action or commence any proceedings under any international trade or investment agreement (including the North American Free Trade Agreement) in connection with this Agreement, or the rights or obligations of the parties under this Agreement. Further, in the event that any action is taken or proceedings commenced by any third party in connection with this Agreement under any international trade or investment agreement, neither party will provide assistance or otherwise participate in the action, except as required by the order of a court having competent jurisdiction.

ARTICLE 21 NOTICE

21.1 Electronic Signature

An electronic signature in or attached to or associated with an email will not satisfy a requirement that a writing be signed unless:

- (a) either:
 - (i) the signatory for or on behalf of the party signs by hand the writing that is then scanned and emailed as an attachment in PDF; or
 - (ii) the e-mail or writing expressly acknowledges that it constitutes the electronic signature of the signatory for and on behalf of the party;
- (b) it reasonably appears to be reliable for the purposes of identifying the signatory; and
- (c) it complies with all applicable requirements for an electronic signature under the *Electronic Transactions Act* (British Columbia).

21.2 Notices

Any notice, consent, approval, authorization, demand or specific written communication under this Agreement must be in English and in writing unless the provision otherwise specifies and, if expressly required in this Agreement, be signed, and must be sent to the attention of the relevant party at the following address, or such other address or contact as one party notifies to the other in accordance with this Article 21:

To the Province at:

Ministry of Advanced Education, Skills and Training
P.O. Box 9877 Stn Prov Govt
Victoria, BC
V8W 9T6

Attention: Kelly Chirhart, Director, Colleges and Community Access, Post-Secondary System Policy and Liaison Branch

Email: kelly.chirhart@gov.bc.ca

To the Contractor at:

Morneau Shepell Ltd.
411 Dunsmuir Street, Suite 400
Vancouver, BC
V6B 1X4

Attention: **Stephanie Walker**

Email: swalker@morneaushepell.com

With a copy to:

Morneau Shepell Ltd.
895 Don Mills Road, Tower One, Suite 700
Toronto, ON
M3C 1W3

Attention: **General Counsel**

21.3 Deemed Receipt

Notices sent in accordance with Section 21.2 will be deemed received:

- (a) on the date of delivery, if:
 - (i) delivered personally;
 - (ii) delivered by pre-paid, recorded courier or postal delivery service and left with a receptionist or responsible employee of the receiving party; or
 - (iii) emailed in a form capable of being stored indefinitely and printed and, if the notice is in an attachment, is capable of being stored indefinitely and printed and in PDF or other format acceptable to the receiving party and verified received by written or automated receipt or electronic log; or
- (b) on the fifth Business Day from the date of posting if mailed in Canada or the United States by prepaid first class mail or in any other location by prepared registered or certified airmail, unless there is a mail disruption in which case it must actually be received,

provided, however, that if deemed receipt is not within Business Hours in the place of receipt, receipt will be deemed when Business Hours next resume in the place of receipt.

21.4 Other Communications with the Province

Unless otherwise specified or instructed by the Province, the Contractor must direct all other communications with the Province to the Province's designated contract manager, as advised to the Contractor from time to time during the Term.

ARTICLE 22 FORCE MAJEURE

22.1 Definitions

In this Agreement, "**Event of Force Majeure**" means any act or event that is beyond the reasonable control of a party, and includes:

- (a) a natural disaster, fire, flood, storm, or epidemic;
- (b) a war (declared and undeclared), insurrection or act of terrorism or piracy;
- (c) restrictive court orders, laws or governmental regulations, but only to the extent that the Affected Party can demonstrate that the court order, law or governmental regulation was either:

- (i) promulgated after the date of this Agreement, or
- (ii) interpreted after the date of this Agreement by a court or administrative tribunal of competent jurisdiction to be restrictive in a manner or to an extent not generally accepted as being applicable prior to such interpretation;
- (d) industrial relations disputes, including strikes or lock-outs (excluding lock-outs by the Contractor or a Subcontractor), work stoppages, work slowdowns or other labour disturbances, provided that the Affected Party has not in any manner caused or maintained the industrial relations dispute for the purpose of avoiding its obligations under this Agreement;
- (e) the failure of a utility company to supply power or other utilities required to be provided by it (other than as a result of a breach of contract by the Affected Party); or
- (f) the failure, malfunction or unavailability of the Internet, telecommunications, data communications, computer applications, systems or Software and related services (other than the applications, websites, solutions, systems, Software or services to be provided or made available hereunder by the Contractor or any Subcontractor).

“**Affected Party**” means a party prevented from performing that party’s obligations in accordance with this Agreement by an Event of Force Majeure.

22.2 Consequence of an Event of Force Majeure

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 will be automatically extended for the duration of the Event of Force Majeure, provided that the Affected Party complies with the requirements of Section 22.3.

22.3 Duties of Affected Party

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 and/or mitigate the effect of the Event of Force Majeure. The Affected Party must resume performance of its obligations as soon as possible after the mitigation or cessation of the Event of Force Majeure.

22.4 Exception

To the extent to which an event or occurrence is both an event of Force Majeure and an event or occurrence covered by Contractor’s disaster recovery plan or Business Continuity Plan, the Contractor’s obligations under the disaster recovery plan or Business Continuity Plan will prevail over the provisions of this Article 22. Further, nothing contained in this Article 22 will excuse any default or failure to perform or comply with obligations arising under Article 11 (Records), Article 14 (Proprietary Rights and Intellectual Property), Article 15 (Confidential Information) and Article 16 (Privacy and Security), Article 17 (Indemnity and Liability) and Article 18 (Insurance), and any related Schedules.

ARTICLE 23 MISCELLANEOUS

23.1 Further Assurances

The Contractor must, upon the reasonable request of the Province, perform such acts, execute and deliver such writings, and give such assurances as may be reasonably necessary to give full effect to this Agreement.

23.2 Non-Exclusive

The Contractor acknowledges and agrees that this Agreement is non-exclusive, and does not in any way limit the Province from procuring any solutions, products and/or services, whether the same or similar to, or different from, those to be provided under this Agreement, from any other party.

23.3 Waiver

A waiver of any term or breach of this Agreement shall be effective only if it is in writing and signed by an authorized representative of the waiving party, and shall not constitute a waiver of any other term or breach of this Agreement.

23.4 Assignment

- (a) The Contractor may not assign or transfer, either directly or indirectly, this Agreement or any of its rights or obligations under this Agreement, including as a result of any Change of Corporate Control, without the Province's prior written consent.
- (b) The Province may:
 - (i) assign any rights or transfer any obligations of the Province under this Agreement to any body established or authorized by or under enactment to continue or to perform any of the functions of the Province ministry then responsible for administering this Agreement, effective as of the date set out in or under the enactment or in written notice to the Contractor, without the Contractor's consent;
 - (ii) if the preceding paragraph does not apply, assign any rights or transfer any obligations of the Province under this Agreement to any "government corporation" as defined in the FAA, effective as of the date set out in written notice to the Contractor, without the Contractor's consent; and
 - (iii) if the preceding paragraphs do not apply, assign any rights of the Province under this Agreement to any person, effective as of the later date of the assignment or as provided in written notice to the Contractor.

23.5 Legal Relationship

The Contractor is an independent contractor and not the servant, employee, partner or agent of the Province. No partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or any action of the parties under this Agreement. For greater certainty, the Contractor does not have any authority to, and must not, in any manner whatsoever, commit or purport to commit the Province to any obligation or liability of any kind whatsoever, including the payment of any money to any person.

23.6 Amendment

No modification, alteration, or change of any of the terms of this Agreement shall be valid or binding upon the parties unless authorized by a written document duly executed by the authorized representatives of both parties.

23.7 Publicity and Communications

Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practical, after consultation with the Contractor. The Contractor agrees to participate, at its cost, in such media events related to the launch of the Counselling and Referral Services as the Province may reasonably require. The Contractor must not make or cause to be made any public announcement or published references relating to this Agreement or the Province having entered into this Agreement, or otherwise identifying the Province or the Clients as a customer of the Contractor, without the prior written approval of the Province. Without restricting the generality of the foregoing, the Contractor must submit to the Province for its approval all advertising, written sales promotions, press releases, public notices and other publicity materials relating to this Agreement, or in which any Mark belonging to the Province is mentioned, and must not publish or use such materials without the Province's prior written consent.

23.8 Transaction Costs

Each party will be solely responsible for its own legal, accounting and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement, and all other documents and instruments prepared, executed or delivered pursuant to this Agreement.

23.9 Remedies

The rights, powers and remedies of the Province in this Agreement are cumulative and in addition to and not in substitution for any right, power or remedy that may be available to it in contract, at law or in equity.

23.10 Binding Effect and Enurement

This Agreement enures to the benefit of and is binding upon the Province and the Contractor, and their respective successors and permitted assigns.

23.11 Conflict of Interest

Neither the Contractor nor its Personnel or Subcontractors will, during the Term, engage in any activity, business or undertaking, including the provision of any services, that could create a conflict of interest or perceived conflict of interest with the Province in respect of all or any part of the Services and/or the performance of any of the Contractor's obligations under this Agreement. The Contractor must immediately notify the Province if it becomes aware of an actual or potential conflict of interest, and must comply with any direction given by the Province in respect of the actual or potential conflict. Without limitation, the Province retains the right to prohibit any Person (including the Contractor, its Subcontractors and their respective personnel) from taking any action, delivering any products or services or otherwise doing anything in connection with this Agreement where the Province determines, at its sole discretion that such activity does or may result in a conflict of interest.

23.12 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part, it will be severable from this Agreement and the remaining provisions will not be affected and will continue in full force and effect.

23.13 No Third-Party Beneficiaries unless Specifically Referenced

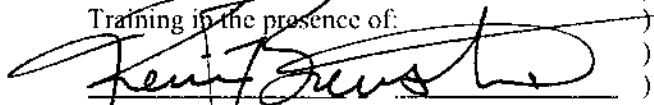
Nothing in this Agreement, express or implied, is intended to confer upon any Person (other than the parties, and their respective successors and permitted assigns, and the indemnified parties who are expressly indemnified pursuant to the provisions of this Agreement), any rights, benefits or remedies of any kind or character whatsoever, and no Person will be deemed to be a third-party beneficiary under or by reason of this Agreement, unless specifically referenced in this Agreement.

23.14 Execution by Counterpart

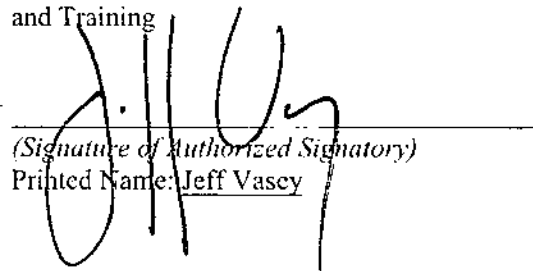
This Agreement may be executed by the parties in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which together will constitute one and the same document. Delivery of an executed counterpart by facsimile transmission or by email with a scanned PDF attachment will be effective to the same extent as if a party had delivered a manually executed counterpart.

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.


SIGNED on behalf of Her Majesty the Queen)
in right of the Province of British Columbia)
by a duly authorized representative of the)
Minister of Advanced Education, Skills and)
Training in the presence of:)


(Witness) Printed Name: Kevin Brewster

For the Minister of Advanced Education, Skills
and Training


(Signature of Authorized Signatory)
Printed Name: Jeff Vascey

SIGNED on behalf of Morneau Shepell Ltd.)
in the presence of:)
)
)
)
)
)
)
)


(Signature of Authorized Signatory)
Printed Name: Neil King

SCHEDULE A DEFINITIONS

“Acceptance” means acceptance by the Province of a Service or deliverable in accordance with the Implementation Plan and the process described in Schedule K (Acceptance). Its grammatical variants, including “Accept” and “Accepted”, will be construed accordingly.

“Adverse Impact” has the meaning ascribed to it in Subsection 5.3(d);

“Advisory Committee” has the meaning ascribed to it in Section 6.4;

“Affected Party” has the meaning ascribed to it in Section 22.1;

“Agreement” means this Services Agreement made between Contractor and the Province, including all Schedules attached hereto, as it may be amended from time to time in accordance with its terms, and including any Change Orders;

“Alternative Service Provider” means a third party service provider engaged or to be engaged by the Province to provide all or any part of the Services or any alternative services;

“App” has the meaning ascribed to it in Section 3.2(c);

“Applicable Laws” means all applicable laws, including any statute, regulation or by-law, treaty, directive, policy having the force of law, order, judgment, injunction, award or decree of any government body, that are binding on the parties (or on either party, as applicable), and in effect from time to time, or that are otherwise applicable to the performance of the Services;

“Auditor” has the meaning ascribed to it in Section 12.1;

“Business Continuity Plan” has the meaning ascribed to it in Section 3.5;

“Business Day” means a day, other than a Saturday or Sunday or a statutory holiday, on which provincial government offices are open for normal business in British Columbia;

“Business Hours” means 8:00 am to 5:00 pm local time on a Business Day;

“Change” has the meaning ascribed to it in Section 5.1;

“Change of Corporate Control” means a change, directly or indirectly, in the ownership of more than fifty (50%) of the issued and outstanding shares or other ownership interest in an entity, or in the case of entities other than corporations, a similar structural reorganization whereunder the effective control of the entity is transferred to a third party;

“Change Order” means a change order effected in accordance with Section 5.3;

“Change Order Process” means the process for effecting changes to the Services set out in Article 5;

“Change Request” has the meaning ascribed to it in Section 5.3(a);

“Clients” means domestic and international post-secondary students, including distance learning students, who are registered at private or public post-secondary institutions located in British Columbia, who use the Counselling and Referral Services;

“Client Records” means any Record, form or other document which contains Personal Information about a Client that is produced, received or otherwise acquired by the Contractor or a Subcontractor as a result of this Agreement or the provision of Services, including counselling notes and recommendations;

“Clinical Advisor” has the meaning ascribed to it in Section 7.1(c);

“Confidential Information” means Province Confidential Information and/or Contractor Confidential Information, as the case may be;

“Contract Manager” means Contractor’s contract manager appointed in accordance with Section 7.1(b);

“Contractor Confidential Information” means any technical, business, financial, personal, employee, operational, scientific, research or other information or data in whatsoever form or media, whether in writing, electronic form or communicated orally or visually that, at the time of disclosure is designated as confidential (or like designation), or by its sensitive nature should be treated as confidential, or if it were information of the Province, would be treated as confidential information by the Province, and the Contractor’s purchasing and cost information, price and cost data. Notwithstanding the foregoing, the “Contractor Confidential Information” shall not include any Province Confidential Information, whether incorporated into or otherwise forming a part of the Contractor Confidential Information; nor shall it include any Client Personal Information;

“Contractor Materials” means the materials, documents, images, data, methodologies, processes, procedures, templates, technologies, manuals, software or tools and any other property, including all underlying Intellectual Property Rights, owned by the Contractor or the Contractor’s employees prior to its performance under this Contract or created by the Contractor or the Contractor’s employees during the Term independently of the performance of the Contractor’s obligations under this Contract. Contractor Materials shall include any property that is incorporated or embedded in any New Materials and all Contractor Intellectual property that is (i) in existence prior to the date of this Agreement, or (ii) developed during the term of this Agreement for Contractor’s clients generally;

“Counselling and Referral Services” has the meaning ascribed to it in Section 3.2;

“Custody” means to have physical possession and immediate responsibility for the safekeeping, preservation and protection of a Record;

“Dispute” has the meaning ascribed to it in Section 20.2;

“Dispute Resolution Process” means the process described in Sections 20.2 to 20.7;

“Documentation” means documentation forming part of, or necessary for the proper use of the Services in accordance with this Agreement, documentation regarding the capabilities, implementation, Acceptance, operation, application, use or method of performance of that which is being documented, including, as applicable and available, user manuals, training materials, guides for system administrators, Client support documentation, functional specifications, technical specifications, systems operations manuals, forms, templates, and other manuals and reports, whether in printed or electronic format;

“Effective Date” means the effective date of this Agreement as set out at the head of this Agreement;

“Electronic Transactions Act” means the *Electronic Transactions Act* SBC 2001, c. 10, as it may be amended or replaced from time to time;

“Event of Default” means each of the events set out in Section 19.1;

“Event of Force Majeure” has the meaning ascribed to it in Section 22.1;

“Extension Period” has the meaning ascribed to it in Section 2.2;

“FAA” means the *Financial Administration Act*, R.S.B.C. 1996, c. 138, as it may be amended or replaced from time to time;

“Fees” means the fees payable to the Contractor by the Province for the Services, as set out in Schedule I (*Fees and Payment*);

“Financial Risks and Controls Review” or **“FRCR”** has the meaning ascribed to it in Chapter 13 of the Province’s *Core Policy and Procedures Manual*;

“Fiscal Year” has the meaning given to it in the FAA;

“FOIPPA” means the *Freedom of Information and Protection of Privacy Act* RSBC 1996, c. 165, as it may be amended or replaced from time to time;

“Go-Live Date” means the date that the Counselling and Referral Services are first made available to prospective Clients;

“IM/IT Standards” means the Province’s Information Management/Information Technology Standards, as revised by the Province and advised to the Contractor from time to time;

“Implementation Plan” has the meaning ascribed to it in Section 3.3;

“Infringement Claim” has the meaning ascribed to it in Section 17.2;

“Initial Term” means the initial term of this Agreement as described in Section 2.1;

“Insolvency Event” means any of the following: (a) an order is made, a resolution is passed or a petition is filed, for the liquidation or winding up of the Contractor; (b) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency; (c) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) RSC 1985 c. B-3, or similar legislation in other jurisdictions, is made by the Contractor; (d) a compromise or arrangement is proposed in respect of the Contractor under the *Companies’ Creditors Arrangement Act* (Canada) RSC 1985 c. 36, or similar legislation in other jurisdictions; (e) a receiver or receiver-manager is appointed for any of the Contractor’s property; or (f) the Contractor ceases, in the reasonable opinion of the Province, to carry on business as a going concern;

“Intellectual Property” means intellectual, industrial and intangible property of whatever nature and kind in any jurisdiction, including Software, trade secrets, inventions, innovations, discoveries, developments, formulae, product formulations, processes, compositions of matter, databases, names, trademarks, logos, works of authorship, works subject to copyright, website “look and feel,” guides, manuals and designs, and including modifications to any of the foregoing, in all cases whether patented or patentable, whether registered or unregistered, and in any medium whatsoever;

“Intellectual Property Rights” means any and all rights in respect of, in or to Intellectual Property, whether pursuant to statute, common law or other laws, including any and all:

- (a) copyrights and the benefit of any waivers of moral rights;
- (b) database rights, including arrangement;

- (c) trademarks, tradenames, product and website branding, and service marks;
- (e) patents and patent applications;
- (f) rights and obligations in respect of trade secrets; and
- (g) all applications, registrations, renewals, extensions, continuations, divisions, reissues, and restorations relating to any such rights (where applicable), now or hereafter in force and effect throughout the world (including any rights in any of the foregoing).

“International Commercial Arbitration Act” means the *International Commercial Arbitration Act* RSBC 1996, c. 233, as it may be replaced or amended from time to time;

“Key Personnel” has the meaning ascribed to it in Section 7.1(a);

“Loss” has the meaning ascribed to it in Section 17.1;

“Malicious Code” has the meaning ascribed to it in Subsection 13.4(g);

“Marks” has the meaning ascribed to it in Section 14.7;

“Minor Enhancements” has the meaning ascribed to it in Section 5.2;

“New Materials” has the meaning ascribed to it in Subsection 14.1(c);

“Person” has the meaning given in the *Interpretation Act* RSBC 1996 c. 238 and, for greater certainty, includes the Province;

“Personal Information” has the meaning given to “personal information” in Schedule C (*Privacy Protection Policy*);

“Personnel” means any individual involved in providing the Services (including any subcontracted Services) for or on behalf of the Contractor. This includes, all Subcontractor Personnel as well as, for example, any subcontractor or contract supplier if an individual, and any employee or volunteer of the Contractor or a Subcontractor;

“Privacy Impact Assessment” or **“PIA”** means a process used to evaluate and manage privacy impacts and to ensure compliance with privacy protection rules, policies, legislation and responsibilities;

“Proposal” means a change proposal issued by the Contractor pursuant to Section 5.3(b);

“Province” means Her Majesty the Queen in right of the Province of British Columbia;

“Province Confidential Information” means any technical, business, financial, personal, employee, operational, scientific, research or other information or Province Records, and any other information regarding the Province’s business, plans and markets, or of any other Person that has disclosed such information to the Province or its agents, in whatsoever form or media, whether in writing, in electronic form or communicated orally or visually, that, at the time of disclosure is designated as confidential (or like designation), or by its sensitive nature should be treated as confidential, or if it were information of the Contractor, would be treated as confidential information by the Contractor, and including any Personal Information and all information or data with respect to the Province Records, whether or not designated as confidential (or with a similar designation). Notwithstanding anything to the contrary, the “Province Confidential Information” shall not include any Contractor Confidential Information, whether

incorporated into or otherwise forming a part of the Province Confidential Information nor shall it include any Client Personal Information;

“Province Documentation” means Documentation that is developed exclusively for the Province to support the awareness and outreach and branding assistance aspects of the Services as described in sections 6 and 7 of Schedule B.

“Province Indemnified Parties” has the meaning ascribed to it in Section 17.1;

“Province Materials” has the meaning ascribed to it in Subsection 14.1;

“Province Records” means all Records belonging to the Province, including Services Data, generated by or in connection with the operation or use of the Services or any other transactions contemplated by this Agreement, excluding the Client Records or any records containing Contractor Confidential Information or Client Personal Information;

“Records” has the meaning given to it in the *Interpretation Act*, RSBC [1996] c. 238, and includes data, databases, books, records, reports, documents, drawings, correspondence, system logs, system development records, accounts, invoices, backup data (including original source documents) and other similar documents, images, writings or information by any means whether graphic, electronic, audio, mechanical or otherwise; but excludes Client Records or any record containing Client Personal Information;

“Request for Proposals” or **“RPP”** means Request for Proposals No. AEST-RFP-PSMHI-002 issued by the Ministry of Advanced Education, Skills and Training, and dated March 26, 2019, as amended;

“RFP Response” means Contractor’s response to the Request for Proposals dated May 10, 2019;

“Schedule” means a schedule to this Agreement;

“Security Threat and Risk Assessment” or **“STRA”** means a risk assessment aimed at identifying potential information security exposures and weaknesses;

“Service Level Credit” means a service level credit to be provided by the Contractor to the Province in accordance with Schedule F (*Service Levels*);

“Service Levels” means the service measurement concepts and criteria, and corresponding performance level targets to be achieved by the Contractor in performing the Services, as set forth in Schedule F (*Service Levels*), as amended from time to time;

“Services” means the services provided by the Contractor pursuant to this Agreement, as more fully described in Schedule B (*Services*);

“Services Data” means the data collected pursuant to Section 3.6,

“Software” means software applications, software tools, methodologies and computer programs, including all versions thereof, and all related documentation, manuals, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, technology and techniques;

“Specifications” means, in respect of the Services, the descriptions, details, requirements and specifications set out in this Agreement including Schedule B (*Services*) and any Change Orders, as they may be amended or revised from time to time;

“Subcontract” has the meaning ascribed to it in Section 8.4;

“Subcontractor” means any subcontractor retained by the Contractor, or any Person retained by any such subcontractor, to provide any of the counselling services contracted for hereunder (or portion thereof) on behalf of the Contractor;

“Subcontractor Personnel” means Personnel engaged by a Subcontractor;

“Telephone Services” has the meaning ascribed to it in Section 3.2(a);

“Term” means the Initial Term and any Extension Period;

“Treasury Board” has the meaning ascribed to it in the FAA;

“Website” has the meaning ascribed to it in Section 3.2(b);

“Withholding Taxes” has the meaning ascribed to it in Section **Error! Reference source not found.** of this Agreement.

SCHEDULE B SERVICES

1. Interpretation

This Schedule details certain of the Services to be provided by the Contractor and is in addition to Specifications contained elsewhere in this Agreement, including in any documents incorporated by reference into this Agreement.

Where used in this Schedule, the following words will have the meanings set forth below. Capitalized terms which are not defined in this Schedule have the meanings ascribed to them in Schedule A (*Definitions*) or elsewhere in the Agreement.

“Counselling Personnel” means Contractor’s Personnel who are responsible for providing Counselling and Referral Services, as further described in Schedule G (*Personnel*);

“External Resources” has the meaning ascribed to it in Section 2.5;

“Intake Specialists” means the Contractor Personnel who are the first point of contact for Clients and other persons contacting the Counselling and Referral Services, as further described in Schedule G (*Personnel*);

“Resolution”, in the context of counselling Services, means that a Client ends the telephone or online chat conversation feeling they have the tools needed to carry on and a plan of next steps in place to move forward with their life; and

“Third Party Caller”, in the context of counselling Services, means a person accessing the Services on behalf of a Client.

2. Counselling and Referral Services

The Contractor must provide the Counselling and Referral Services to Clients by way of toll-free and non-toll-free telephone lines and secure online chat service in accordance with the Specifications set out below. Clients must not be required to provide verifying information such as a student number as proof of student status. Individuals contacting the Counselling and Referral Services who identify themselves as non-post-secondary students will be referred to other mental health resources.

2.1 Telephone Services

The Contractor must provide the Telephone Services via British Columbia wide toll-free and non-toll-free phone lines that are available 365/6 days per year, seven days a week, 24 hours per day.

Clients’ calls must be answered in Canada with no overflow calls going to providers in the United States.

Clients’ calls must be answered or receive an on-hold message after no more than three rings.

Intake Specialists who are native speakers of English, French, Mandarin, Cantonese, Korean, Arabic and Spanish must be available to answer Clients’ calls, with additional languages available at intake, upon request by the Client. Once the Client has identified the issue, identified preferences, language and culture, the Client will be connected to Contractor Counselling Personnel.

The Contractor must use telephone technology with a queuing system that puts Clients on hold when no service agents are available, and directs callers to dial 911 in case of an emergency.

The Contractor's telephone services staff, agents and volunteers must share Clients' telephone numbers with emergency services, when risk to life (suicide or homicide risk) has been identified or suspected and permitted under this Agreement.

Information about accessing emergency services will play while Clients are on hold and must, at a minimum, be provided in the English language.

The telephone technology used to provide the Telephone Services must have silent call-monitoring capabilities so that recordings of conversations can be used by the Contractor for audit and training purposes, subject to the obligations to protect Client privacy as outlined in Schedules C (*Privacy Protection*).

The telephone technology used to provide the Telephone Services must capture or collect telephone numbers (i.e. caller ID) of callers and store this information separately from other Personal Information collected from the Client.

Contractor staff, agents and volunteers providing Telephone Services must enter demographic information collected from Clients into a database.

The toll-free and non-toll-free telephone numbers used to provide the Telephone Services will be owned by the Province.

2.2 Website and App

The Website must contain information about the Counselling and Referral Services, including information related to accessing the Counselling and Referral Services, and a link to initiate a secure online instant chat session.

The information contained on the Website must be available, at a minimum, in the English language.

The Website must be available and accessible 365/6 days per year, seven days per week and 24 hours per day.

The Website URL and website content will be owned by the Province.

The Website and App must include a privacy policy which informs Clients of the purposes for which Personal Information will be collected, the authority for the collection of Personal Information and contact information of an officer or employee who can answer questions about the collection of Personal Information.

The Website and App must comply with privacy and security standards described in Schedule C (*Privacy Protection Schedule*), and Schedule D (*Security Schedule*).

The Website must contain information about who is eligible to use the Counselling and Referral Services, and details about what Clients can expect when using the Telephone Services or the online chat to access Counselling and Referral Services.

The Website must utilize branding and marketing for the Counselling and Referral Services, as directed and approved by the Province.

The App will be supported by iOS 11 and up, as well as Android V. 4.4 and up. While the App may be installed on an iPad, Clients may not be able to use the Telephone services as iPads may not enable telephone calls.

All users of the Counselling and Referral Services will have access to a dedicated Contractor technical support team via a helpdesk email address to be provided by the Contractor. This email address will be listed in the App and on the Website for all users requiring IT assistance. Contractor's dedicated technical support team will also provide support with respect to any IT issues escalated through Contractor's Care Access Call Centers. Service response times will be between 1 and 2 Business Days for non-urgent requests, and same day for urgent requests. "Urgent requests" are generally described as any issue(s) impacting overall Service delivery and/or the ability of Clients to access the Counselling and Referral Services. Contractor must make technical support available 24 hours per day, seven days per week, 365/6 days per year for urgent requests.

2.3 Online Chat

Online chat functionality must be available both through the Website and using a mobile application. The Website and the App will be developed, hosted, administered and maintained by the Contractor.

The online chat must be available to and accessible by Clients 365/6 days per year, seven days per week and 24 hours per day.

The online chat must be available to Clients using a desktop browser from the Website.

The Counselling and Referral Services provided to Clients through the online chat must be available in the following languages: English and French.

The Website desktop browser online chat and App must reflect branding and marketing, as determined and approved by the Province.

The online chat technology must utilize a queueing system that displays an "on-hold" message to Clients when an Intake Specialist is not available.

Clients who are waiting in the queue to chat with a service agent must be shown information about contacting emergency services (i.e. to call 911 in case of emergency).

The online chat functionality must utilize technology that captures IP addresses of Clients using online chat sessions and stores this information separately from other Personal Information being collected from the Client.

2.4 Counselling Services

Contractor must conduct the following assessment of each Client at point of intake:

- (a) Ask the Client if they have reason believe there is risk of harm or violence to themselves or anyone else
- (b) If answered with "Yes", an immediate transfer to counselling personnel is made.
- (c) If an emergency is identified (i.e. the Client presents as suicidal, with or without intent, or as potential risk to others), an established escalation procedure will be followed, including involvement of any local emergency organizations
- (d) Once the Client has been stabilized, consultation for immediate access to priority counselling will be arranged.
- (e) Upon completion of assessment, the Counselling Personnel will work with the Client to determine goals for counselling and formulate action plan to address issues.

The Contractor must provide the Counselling and Referral Services in individual sessions. Counselling must use evidence-based techniques of cognitive behavioral therapy and solutions-focused therapy with the goal of resolving issues with Clients over the course of the conversation.

Counselling Personnel will assist the Client by creating and establishing a plan consisting of achievable goals that effectively and successfully address the presented issue. In more serious and specific instances where a single session will not be sufficient to provide issue resolution, Counselling Personnel function as the starting point or the bridge over, to get the Client to more intensive treatment. If a Client is referred to an external community resource, Counselling Personnel must work with the Client to ensure that the Client understands and accepts the referral.

Counselling Services must be available to Clients at all times in English, French, Mandarin, Cantonese, Korean, Arabic and Spanish. All clinical files must be stored in, and accessible only in, Canada.

If a Client is hesitant in accessing the Services, a supportive individual, staff or faculty member or other Third-Party Caller, and with verbal consent of the Client, can call the Telephone Services to assist that Client in connecting with the Counselling and Referral Services. If the Third-Party Caller feels the Client is at high-risk of harm to themselves or others, then the counselling personnel will direct them to call emergency services immediately.

When interacting with Third Party Callers and with the express consent of the Client, the Contractor must ensure that Counselling Personnel interact with the Third Party Caller in a consultative manner, listen and help them manage the situation that the Third-Party Caller is unsure how to handle. Counselling Personnel and the Third-Party Caller will explore possible options and brainstorm solutions to develop an action plan for the Client.

In situations where risk to life is identified and emergency services must be contacted, and a Client's Personal Information must be accessed, the following steps must be taken:

- (a) Clinical Supervisor is included in the situation to support the counselling personnel
- (b) If the Client is still on the telephone or online chat, the normal risk protocol would be implemented by the counselling personnel, including discussing with the Client the need for emergency services, providing the address given by the Client, and remaining connected with the Client until emergency services have arrived
- (c) If the Client is no longer on the telephone or online chat once the risk is identified, the Clinical Supervisor will do a database search to identify either telephone number or IP address (stored separately) associated with that Client. Emergency services will be notified and will be provided with the IP address, and other relevant information
- (d) The incident will be documented in full, including: all involved Contractor personnel, details of the incident, emergency services that were called, what information was communicated, and Resolution.

2.5 Referral Services

The Contractor must research contact information (phone number, email address and address) for key mental health services in British Columbia relevant to post-secondary students, with a focus on services for young adults, in order to create a comprehensive list of third-party referral services in BC communities ("**External Resources**"). "**Referral Services**" means referring Clients to the appropriate External Resources.

Contractor Personnel providing Referral Services must have a basic understanding of the scope and eligibility criteria, fees or funding and waitlists for key mental health services they are providing referrals to.

The Contractor must maintain a list of External Resources and contact information by community and provide the list to Contractor Personnel providing Referral Services.

The list of External Resources must be updated no less often than quarterly, using web research and phone calls, if necessary, to confirm current contact information.

In the case of Clients who require further assistance to resolve issues even after a counselling session has been completed, Contractor Personnel must refer Clients to External Resources for follow-up action.

Referral Services must be available to Clients at all times in English, French, Mandarin, Cantonese, Korean, Arabic and Spanish.

Contractor Personnel providing Referral Services must conduct the following as part of the referral process:

- (a) Complete a thorough Client assessment;
- (b) Review Client's goals and action/treatment plan;
- (c) Discuss any past or present use of any other community resource, and the outcome;
- (d) Identify appropriate External Resources, taking into consideration the specialized needs of the individual, insurance benefits or provincial health plan, and if these are not applicable, their capacity to pay for such services;
- (e) Select the least intrusive intervention;
- (f) Arrange for the Client to participate actively in the decision-making process. Whenever possible, give the Client choices when selecting community resources;
- (g) Discuss qualifications and referral costs, length of wait and length of treatment;
- (h) Check waiting lists and explain any fee-related issues, as well as any necessary documentation required;
- (i) Provide the Client with names and numbers of contact persons for the External Resources;
- (j) Explain to Client what to expect from the External Resource service; and
- (k) Record the recommended External Resource in the action/treatment plan.

2.6 Clinical Audits

Contractor will conduct monthly clinical audits on 10% of cases, based on proper procedure and protocol consistent with the highest industry standards, appropriate case management strategy and outcome of the case. The Clinical Advisor will also conduct annual clinical audits to ensure consistent delivery of counselling Services and alignment with performance standards such as: appropriate consultation, counselling effectiveness, and appropriate external referral resources. In additional 20% of each Counselling Personnel's clinical files must be audited on an ongoing basis.

Upon request, where and as permitted by applicable law, the Contractor will provide clinical audit results to the Province.

3. Implementation Services

The Contractor must, at no additional cost, plan, manage and perform all aspects of the Services implementation, including set-up of the Telephone Services and development of the App and Website, and any customizations and configurations of existing Contractor systems and materials required in order to comply with the Specifications, so as to render the Counselling and Referral Services available for use by Clients by the Go-Live Date, in accordance with the Implementation Plan.

3.1 Implementation Plan

The Implementation Plan must include, but is not limited to, the following:

- (a) Identification of key roles at each participating institution or authority (health and counselling teams, mental health teams, campus security, faculty, staff, administration),
- (b) Formulating communication to groups based on job function (campus counsellors, health authority leaders),
- (c) Facilitating optional webinar training for key institutional contacts, in collaboration with the Province, to provide Client orientations, as needed to ensure initial and ongoing awareness and program understanding.

The Implementation Plan must also include a description of how and when the Contractor will involve persons with lived experience in the design and delivery of the Services. The Implementation Plan is subject to Province approval. The parties will work together as needed to refine and finalize the Implementation Plan within a reasonable time, but no later than within forty-five (45) days following the Effective Date.

4. Support and Maintenance

The Contractor must support and maintain the Telephone Services, the Website and the App, and underlying infrastructure, throughout the Term. The Contractor must provide the Province with updated schedules for all planned revisions and updates to the Telephone Services, the Website and the App, and must provide as much notice of any other updates, upgrades, fixes and workaround as is practical under the circumstances. Notices must be in writing and must detail the timing and scope of the release, update, upgrade, fix or workaround, as well as its impact on provision of the Counselling and Referral Services. The implementation of all revisions to the Website and App are subject to prior approval by the Province.

Website maintenance and core releases will be generally planned every two to three months during the Term; provided, however, that the Contractor can deploy updates to the Website off-cycle as needed, provided that it complies with the terms of this Agreement. Core releases will be coordinated with internal updates, and will be executed on Thursday evenings after 6:00 PM EST.

5. Data Collection and Reporting

In connection with the provision of the Counselling and Referral Services, the Contractor must collect and preserve, on behalf of the Province, such Services Data as may be agreed by the Contractor and the Province, including the following:

1. Usage Data:

- (a) Number of calls;
- (b) Number of online chat sessions;
- (c) Average length of calls;
- (d) Average length of chat sessions;
- (e) Number of Clients served by gender of the Client, if voluntarily provided;
- (f) Number of Clients served by age of the Client, if voluntarily provided (captured by age range);
- (g) Number of Clients served by the type of institution (college, institute, or university) that the Client attends, if voluntarily provided;
- (h) Number of Clients served by the category of institution (public or private) that the Client attends, if voluntarily provided;
- (i) Number of Clients served by domestic or international student status of Client, if voluntarily provided;
- (j) Number of Clients served by location of the Client, if voluntarily provided; and
- (k) Number of Clients served by the type of inquiry, meaning:
 - (i) Whether counselling was provided.
 - (ii) Whether referral was provided.
 - (iii) Primary issue of call.
- (l) Digital engagement data:
 - (i) Number of App downloads
 - (ii) Number of articles read
 - (iii) Number of videos watched

2. Service Level Data

- (a) Hours of service – phone line;
- (b) System availability – phone line;
- (c) Average wait time to speak to service agent by phone;
- (d) Phone abandonment rate (callers hanging up before speaking to a service agent, as percentage of total callers);
- (e) Hours of service – online chat;
- (f) System availability – online chat;

- (g) Average wait time to speak to service agent by online chat;
- (h) Online chat abandonment rate (chatters leaving chat session before speaking to a service agent, as a percentage of total callers);
- (i) Hours of service – Website;
- (j) System availability (“up time”) – Website;
- (k) Satisfaction rates (responses to Client satisfaction surveys); and
- (l) Such other data as may normally be collected by call centres using best industry practice to ensure acceptable service levels and efficiency.

6. Awareness and Outreach

As agreed with the Province, the Contractor will provide the following support to increase awareness of the Counselling and Referral Services:

- (a) Participate in campus mental health events such as Bell Let’s Talk Day to promote the Services to potential Clients,
- (b) Provide a short video clip to be used in student orientation days, encouraging students to download the App,
- (c) Provide key personnel orientations at post-secondary institutions in BC, and
- (d) Develop and deliver train-the-trainer sessions in-person and via webinar to key personnel within post-secondary institutions and health authorities to empower them to raise awareness of the Counselling and Referral Services.

The Contractor will develop and execute a strategic integration and communication plan, utilizing existing provincial ministry and health authority communication channels, specifically targeting post-secondary students, using multi-lingual, culturally relevant communication.

The Contractor will initiate contact with BC post-secondary institutions and regional Health Authorities to educate and train those organizations about the Counselling and Referral Services. This includes ensuring that those organizations have a strong working knowledge of the Counselling and Referral Services, understand how the Counselling and Referral Services integrate with campus and health authority supports and feel confident referring students for support.

The Contractor must work with the Province to utilize existing networks to reach post-secondary institutions and Health Authorities.

7. Branding Assistance

The Province will lead a branding exercise to develop a name and brand for the Counselling and Referral Services, in consultation with post-secondary students and public post-secondary institutions. The Contractor shall provide such reasonable assistance as the Province may require, which may include attendance (in person or via teleconference) at meetings and the provision of input related to the branding exercise.

The Contractor must work with the Province to ensure that all communication, marketing materials, the mobile App and Website includes Province branding that promotes the Counselling and Referral Services.

SCHEDULE C
PRIVACY PROTECTION SCHEDULE – BRITISH COLUMBIA

Definitions

1. In this Schedule,
 - (a) “access” means disclosure by the provision of access;
 - (b) “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;
 - (c) “personal information” means recorded information about an identifiable individual, other than contact information
 - (d) “privacy course” means the Province’s online privacy and information sharing training course.

Collection of personal information

2. 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.
3. 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.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual, either directly or indirectly, 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 Contractor to answer questions about the Contractor’s collection of personal information.

Privacy Training

5. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor’s expense, the privacy course prior to that person providing those services.
6. The requirement in section 5 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

7. 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.

Correction of personal information

8. Within 5 Business Days of receiving a written direction from a Client to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. 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 Contractor, the Contractor disclosed the information being corrected or annotated.

Protection of personal information

10. 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

11. 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.

Use of personal information

12. 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

13. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.
14. Notwithstanding any other provision of the Agreement, where a Client has registered a complaint with the Province respecting the Contractor or the Services, the Province shall be entitled to access Client Personal Information and Client Records relevant to the complaint provided that the Contractor obtains the written consent of the Client to the release of such Personal Information to the Province.

Notice of unauthorized disclosure

15. In addition to any other legal obligation the Contractor may have to provide such notification to the Province, if the Contractor becomes aware that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must promptly notify the Province.

Inspection of personal information management policies

16. For clarity, the Province has the right under this Agreement to, at any reasonable time and on reasonable notice to the Contractor, enter (or cause its third party auditors, evaluators or accreditors to enter) onto the Contractor's premises to inspect 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

17. In relation to the collection, use and disclosure of personal information, the Contractor must comply with:
 - (a) the requirements of the *Personal Information Protection Act* [SBC 2003] c.63; and
 - (b) any direction given by the Province under this Schedule.

Notice of non-compliance

18. 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

19. 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

20. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
21. 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.
22. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
23. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with an applicable requirement of the *Personal Information Protection Act* or FOIPPA, or an applicable order of the Information and Privacy Commissioner, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

Appendix to Schedule C

In addition to its obligations under FOIPPA, the *Personal Information Protection Act* and Schedule C (*Privacy Protection Schedule*), the Contractor must comply, and ensure that its Personnel and Subcontractors comply, with the following processes and procedures in respect of Personal Information.

Collection of Personal Information

In accordance with Section 2 of Schedule C (*Privacy Protection Schedule*), the Contractor will collect the following Personal Information from Clients during the course of a telephone conversation or an online chat session:

- Gender (male, female, other)
- Age (in ranges: 17 & <, 18-21, 22-24, 25-29, 30-39, 40-49, 50+)
- Type of post-secondary institution attended (college, institute, or university)
- Category of post-secondary institution (public or private)
- Domestic/international student status (domestic or international student)
- Location (community, aggregated by provincial economic development region)

The Contractor will also collect information from Clients by providing opportunities for Clients to complete optional, anonymous satisfaction surveys about the Counselling and Referral Service.

The Contractor will also collect Clients' telephone numbers and IP addresses. Telephone numbers collected from a Client during a call need not be stored separately, but will be retained only so long as necessary to enable Contractor Personnel to call the Client back should the call be interrupted. This information will only be accessed if necessary to help identify, locate and protect the Client or other Persons, and will be used to expedite the dispatch of emergency services.

Any data collected for monitoring and reporting purposes must be aggregated and de-identified (de-linked from telephone numbers and IP addresses) before it is reported to the Province.

Disclosure of Personal Information

If otherwise authorised under the *Personal Information Protection Act*, the Contractor will disclose Client Personal Information (telephone number, IP address, and any other Personal Information collected from the Client throughout the course of a telephone conversation or online chat session) in the following circumstances:

- When risk to life (suicide or homicide risk) has been identified: Personal Information will be disclosed to emergency services (B.C. Ambulance Service or police).
- When child abuse or neglect has been identified or suspected: Personal Information will be shared with the Ministry of Children and Family Development.

The Contractor must have protocols in place to identify when risk to life or child abuse/neglect has been identified by its Personnel and how its Personnel will access identifiable information and share with the authorities listed above.

Retention of Personal Information

The Contractor must retain Personal Information as identified above (gender, age, type of institution, category or institution, domestic/international status, location) for a period of seven (7) years, unless directed by the Province in writing to dispose of it.

SCHEDULE D SECURITY SCHEDULE

Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to the Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under the Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) ”personal information” as defined in the Privacy Protection Schedule;
 - (ii) information and records of information the Contractor is required to treat as confidential under the Agreement; and
 - (iii) records, the integrity or availability of which are to be preserved by the Contractor under the Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under the Agreement;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration

protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);

- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to the Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to the Agreement;
- (j) **“Tenancy”** means those components of the Systems that:
 - (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province’s tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **“Tenancy Security Event Logs”** means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

- 2. The Contractor must comply with Appendix A (Additional Security Obligations), if any.

PERSONNEL

Confidentiality agreements

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

Personnel security screening

- 4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to the Agreement, if, after:
 - (a) verifying their identity and relevant education, professional qualifications and employment history;
 - (b) completing a criminal record check at the time of hiring employees;
 - (c) performing any additional screening the Agreement or applicable law may require; and
 - (d) performing any additional background checks the Contractor considers appropriate,

- (e) the Contractor is satisfied that the individual does not constitute an unreasonable security risk.
- 5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
- 6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

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

Security contact

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

Supply chain

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

GENERAL POLICIES AND PRACTICES

Information security policy

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

Contractor security risk assessments

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

Change control and management

- 12. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and

- (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

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

Business continuity plan and disaster recovery plan

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

Security Incident Response and Management

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

PROTECTED INFORMATION AND DATA SECURITY

Encryption

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

No storage on unencrypted portable media

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

Encryption standard

- 19. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible https://www2.gov.bc.ca/assets/gov/government/services-for-government-and-broader-public-sector/information-technology-services/standards-files/cryptographic_standards_v17.pdf

Isolation controls and logical isolation of data

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

ACCESS AND AUTHENTICATION

User Identifiers

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

Access

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

- (e) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

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

Highly sensitive Protected Information

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

SECURITY EVENT LOGS

Log generation, log retention and monitoring

- 32. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components.
- 33. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.

34. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
- (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs, to enable the Province to comply with an information schedule approved under the Information Management Act or other retention period required by law.
35. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

36. The Province has the rights to:
- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
 - (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
 - (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the Freedom of Information and Protection of Privacy Act and Information Management Act, and the Province's Policies; and
 - (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

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

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

38. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
39. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.

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

Separation of production from test environments

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

Systems (including servers) hardening

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

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

45. The Contractor must:

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

Management network

46. The Contractor must ensure that for any Systems:

- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;
- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

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

Database security

48. The Contractor must ensure that for any Systems:

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

Device security and antivirus scanning

49. The Contractor must ensure all Devices:

- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;

- (b) are configured to perform antivirus scans at least once per week;
- (c) have host based firewall configured, enabled and active at all times; and
- (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

50. The Contractor must:

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

Patching

- 51.** The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
- 52.** The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
- 53.** The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
- 54.** The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

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

Web application vulnerability scanning

- 56.** The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and

- (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

57. The Contractor must ensure that all Systems servers:

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

DISPOSALS

Asset disposal

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

Asset management

- 59. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
- 60. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

- 61. Unless the Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
- 62. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
- 63. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

- 64. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor

must, unless prohibited by applicable law, promptly notify and provide reasonable assistance to the Province so the Province may, if it deems necessary, seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

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

Incidents

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

Investigations support and security investigations

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

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

68. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service

architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

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

Compliance verification

70. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
71. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under the Agreement.
72. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

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

MISCELLANEOUS

Interpretation

74. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
75. 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.
76. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.

77. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

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

Survival

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

SCHEDULE E DATA AND REPORTING REQUIREMENTS

1. Generally

During the Term, the Contractor must prepare or cause to be prepared, and must provide to the Province all reports and information relating to the performance of the Services, and of Contractor's other obligations under the Agreement, as required by the Province and set forth below, as amended from time to time.

When monitoring the Counselling and Referral Services and collecting Services Data, the Contractor must consider the potential vulnerability of users, as well as the highly confidential nature of the services being provided.

The Contractor will follow applicable Provincial Government Data Standards for information that is collected, recorded and/or used.

2. Format of Data

The Contractor must provide monthly, raw, deidentified Usage Data to the Province, consistent with the Description included in 4. (b). e. through 4. (b) l. (Usage Reports) below. File format should be Microsoft Excel, or any other acceptable format as directed by the Province. Transmission of data between the parties will occur via Secure File Transfer Protocol or Secure SharePoint where appropriate.

Data Submissions

Data	Description	Frequency
Call Line Usage Data	<ul style="list-style-type: none"> a. Clients served by gender of the Client, if voluntarily provided; b. Clients served by age of the Client, if voluntarily provided (captured by age range); c. Clients served by the type of institution (college, institute, or university) that the Client attends, if voluntarily provided; d. Clients served by the category of institution (public or private) that the Client attends, if voluntarily provided; e. Clients served by domestic or international student status of client, if voluntarily provided; f. Clients served by location of the Client, if voluntarily provided; and g. Clients served by the type of inquiry, meaning: <ul style="list-style-type: none"> i. Whether counselling was provided. ii. Whether referral was provided. iii. Primary issue of call. 	Every 6 months

3. Format of Reports

4. The Contractor must provide all reports to be provided to the Province under this Agreement in the format and using such means as may be directed by the Province to the Contractor from time to time. Without limitation, to the greatest extent possible the Contractor must use web-enabled reports and direct electronic access to data and query reports and must minimize the amount and types of paper-based reporting. File format should be Microsoft Excel or any other acceptable format as directed by the Province. Transmission of reports between the parties will occur via Secure File Transfer Protocol or Secure SharePoint where appropriate. **Reports**

(a) Management Reports

Report	Description	Frequency
Financial Report	For the reporting period commencing on the Effective Date and continuing throughout the Term: i. Fees invoiced to the Province during the month; and ii. Total fees invoiced from the Effective Date.	Monthly
Security - infrastructure	For the reporting period commencing on the Go-live Date and continuing throughout the Term: i. vulnerability scan reports of the infrastructure providing services, including all network equipment providing services; and ii. patch status reports for the infrastructure providing the services.	Every 6 months, or more frequently as requested by the Province
Security and Privacy Incident Report	For the reporting period commencing on the Go-live Date and continuing throughout the Term: all security incidents during the month, along with actions taken to resolve; and all privacy incidents that were discovered and/or reported along with the actions taken to resolve	Monthly
Governance	For the Governance meetings: minutes and action items – tracking	As required
Disaster Recovery Exercise	Confirmation of completion of at least one disaster recovery exercise per year.	Annually
Quality Assurance/Client Satisfaction Report	Measure of satisfaction of Clients, as end users of the Counselling and Referral Services, as determined by the client satisfaction surveys and reviews of Client complaints conducted by the Contractor. Reports to include: a. Satisfaction survey reports	Monthly

Report	Description	Frequency
	b. Number of complaints (Quality Assurance Reviews) submitted by Clients or on their behalf c. Number of completed Quality Assurance Reviews d. Key and recurring themes e. Status overview (number resolved and pending) f. Recommendations for improvement. Reports must not contain any Client Personal Information.	

(b) Usage Reports

Report	Description	Frequency
Call Line Usage Report	h. Number of calls; i. Number of online chat sessions; j. Average length of calls; k. Average length of chat sessions; l. Number of Clients served by gender of the Client, if voluntarily provided; m. Number of Clients served by age of the Client, if voluntarily provided (captured by age range); n. Number of Clients served by the type of institution (college, institute, or university) that the Client attends, if voluntarily provided; o. Number of Clients served by the category of institution (public or private) that the Client attends, if voluntarily provided; p. Number of Clients served by domestic or international student status of client, if voluntarily provided; q. Number of Clients served by location of the Client, if voluntarily provided; and r. Number of Clients served by the type of inquiry, meaning: <ul style="list-style-type: none"> iv. Whether counselling was provided. v. Whether referral was provided. vi. Primary issue of call. 	Monthly
Digital Engagement Data Report	a. Number of App downloads b. Number of articles read c. Number of videos watched	Monthly

(c) Service Level Reports

Report	Description	Frequency
Client Service Report	<ol style="list-style-type: none"> Hours of service – phone line; System availability – phone line; Average wait time to speak to service agent by phone; Phone abandonment rate (callers hanging up before speaking to a service agent, as percentage of total callers); Hours of service – online chat; System availability – online chat; Average wait time to speak to service agent by online chat; Online chat abandonment rate (chatters leaving chat session before speaking to a service agent, as a percentage of total callers); Hours of service – Website; System availability (“up time”) – Website; Scheduled and unscheduled website and phone line downtime; and Such other data as may normally be collected by call centres using best industry practice to ensure acceptable service levels and efficiency. 	Monthly
Service Level Achievement	Actual Service Level measurements against the Performance Standards in Schedule F (<i>Service Levels</i>) for a minimum rolling 3-month period.	Monthly
Service Level Failures	<p>Details regarding the particulars of a failure by Contractor to achieve a minimum Service Level, a description of the measures taken or to be taken by the Contractor to remedy the failure, and the timeline in which such measure were or are expected to be taken by the Contractor, in order to allow the Province to:</p> <p>Evaluate the consequence of the failure;</p> <p>Communicate with or respond to Client or user that received the deficient Service; and</p> <p>Cooperate with the Contractor to remedy the consequences of the Contractor’s failure to meet the Service Levels and to prevent any further failures.</p>	Event-based

SCHEDULE F SERVICE LEVELS

1. Interpretation

This Schedule sets out Service Level criteria. Capitalized terms which are not defined in this Schedule have the meanings ascribed to them in Schedule A (*Definitions*) or elsewhere in the Agreement.

2. Definitions

Where used in this Schedule, the following words will have the meanings set forth below, and any other words defined in this Schedule will have the meanings so given to them:

“Incident” means any fault, failure, degradation or error, including non-conformance to the applicable requirements, Service Levels, Specifications, Acceptance criteria or expectations;

“Remediation Plan” has the meaning given to it in Section 6(c) of this Schedule;

“Service Level Failure” means the failure of the Contractor to meet or exceed a Service Level as described in this Schedule; and

“Service Level Event of Default” has the meaning given to it in Section 6 of this Schedule.

3. Service Level Scope

- (a) This purpose of this Schedule is to describe the Service Levels that the Contractor will achieve in performing the Services, and the results of non-compliance. The following Services Level measures are addressed in this Schedule:
 - (i) Telephone Services Service Levels
 - (ii) Website Service Levels
 - (iii) Online Chat (via Website and App) Service Levels
 - (iv) Incident Response and Problem Resolution Times
- (b) This Schedule F will come into effect following the Go-Live Date.
- (c) The Contractor must maintain written records of all Service Level Failures, and will provide written reports to the Province regarding Contractor’s achievement of all Service Levels in accordance with Schedule E (*Reporting Requirements*).

4. Service Levels

4.1 Telephone Services

The minimum Service Levels applicable to the Telephone Services are set out in Table 1:

Table 1

Description	Minimum Service Level
Availability	the Telephone Services must be available to Clients 24 hours per day, 7 days per week, 365/6 days per year. 99% uptime, measured monthly (excluding planned maintenance)
Phone abandonment rate (callers hanging up before speaking to a service agent, as a percentage of overall callers), measured monthly	<5%
Average wait time to speak to a service agent, measured monthly	80% within 30 seconds or less

4.2 Website

The minimum Service Levels applicable to the Website Services are set out in Table 2:

Table 2

Description	Minimum Service Level
Availability	the Website must be available to Clients 24 hours per day, 7 days per week, 365/6 days per year. 99% uptime, measured monthly (excluding planned maintenance)

4.3 Online Chat

The minimum Service Levels applicable to the Online Chat Services are set out in Table 3:

Table 3

Description	Minimum Service Level
Availability	Online Chat must be available to Clients 24 hours per day, 7 days per week, 365/6 days per year. 98% uptime, measured monthly (excluding planned maintenance)
Average wait time to speak to a service agent via online chat, measured monthly	80% within 70 seconds 98% within 120 seconds
Online chat abandonment rate (clients leaving online chat queue before speaking to a service agent, as a percentage of total chat requests), measured monthly	<10%

4.4 Incident Response and Resolution Times

Table 4 describes the Incident severity levels, and Table 5 sets out the Incident response and resolution times applicable to Incidents at each severity level. These times are measured as the elapsed time between the Contractor's help desk being notified of an Incident, and the restoration by the Contractor of the affected Services, or the implementation of a workaround that is acceptable to the Province.

Table 4

Level	Definition
Severity 1	<p>a complete or catastrophic failure of the Service including, but not limited to, the inability of Clients to access or use the Services.</p> <p>key Service functionality is down or unavailable</p> <p>severe disruption of work and/or business operations</p> <p>data integrity is at risk and must be restored from back-up</p> <p>includes any situation where the loss of service is non-recoverable</p> <p>no immediate workaround is available</p>
Severity 2	<p>Service functionality is severely impacted and/or significant performance degradation is experienced by multiple Clients</p> <p>Service is operational, but with highly degraded performance resulting in a major impact on usage</p> <p>No effective workaround is available</p>
Severity 3	<p>partial or limited non-critical loss of functionality or performance issues for some Clients</p> <p>partial loss of essential functionality that does not materially impact the Clients' use of the Service</p> <p>Service is operational, but partly degraded for some Clients</p> <p>issue is intermittent</p> <p>short term workaround is available, but not scalable</p>
Severity 4	<p>an inconvenient, but non-service affecting failure of the Service to comply with the Specifications</p> <p>minor defect prevents a non-critical function of the Service from fully meeting the Province's requirements</p> <p>a cosmetic defect that has minimal or cosmetic effect on the Service or its use</p>

Table 5

Incident Severity (As per definitions in Table 4, above)	Initial Response (95% of the time, measured monthly)	Resolution Time (95% of the time, measured monthly)
Severity 1	Within 30 minutes	Within 4 hours (See note 1 below)
Severity 2	Within 1 hour of receipt	Within 1 Business Day (See note 2 below)
Severity 3	2 hours of receipt	Within 3 Business Days
Severity 4	To be agreed by Province and Contractor	To be agreed by Province and Contractor

- (a) The column entitled “Initial Response” in Table 5, above, refers to the elapsed time taken by a human service desk agent to respond to Incident engagements received via phone, email, or web site during Business Hours. Any response receipt must include a ticketing reference number and assignment.
- (b) The “Initial Response” might be a solution, a workaround, a priority assessment or an acknowledgment of progression of problem resolution.
- (c) Receipt may be the receipt of Incident information from the Province or a Client or receipt of information regarding vulnerabilities or bugs that are identified by the Contractor or published in public online forum and are applicable to the Service.
- (d) The Contractor must ensure that response information pertaining to Service Level Failure events as described in this Section 4.4 will be fully captured in the applicable support ticket, as referenced in 4.4(a) above, prior to the ticket being marked as closed.
- (e) Notwithstanding the time frames set out in Table 5:
 - (i) critical vulnerabilities (CVSS Score of 10) must be resolved either via acceptable workaround or patch within 48 hours of detection; and
 - (ii) high vulnerabilities (CVSS Score of 7.0 – 9.9) and medium vulnerabilities (CVSS Score of 4.0 – 6.9) must be patched within timeframes noted in Schedule D (*Security Schedule*).

5. Financial Impact of a Service Level Failure

In addition to any other rights and remedies that the Province may have under this Agreement or at law, in the event of a Service Level Failure, the Province reserves the right to apply the Service Level Credits set out in Table 6 below, against the amounts invoiced by the Contractor in the next invoicing period following the month in which the Service Level Failure occurred. Service Level Credit amounts will be calculated as a percentage of the **monthly** Service Fee payment (as described in Schedule I (*Fees and Payment*)), in accordance with in Table 6.

Table 6

Service Level Scope	Service Level Credit (% monthly Service Fee Payment)
Availability of the Services	2%
Wait times and Abandonment	1%
Incident Response or Resolution Times	2%

6. Service Level Event of Default

- (a) Subject to the provisions set out below, and for the purposes of Article 19 (*Termination*) of the Agreement, a “**Service Level Event of Default**” means the failure by the Contractor to achieve or exceed the Service Levels described in this Schedule as follows:
- (i) the occurrence of Service Level Failures in each month during any consecutive months, as designated in column “X” of Table 7 below; or
 - (ii) the occurrence of Service Level Failures as designated in column “Y” in Table 7 below within any rolling 12-month period.

Table 7 - Service Level Events of Default

Service Level	X Number consecutive months	Y Number of Occurrences
Availability of the Services	2	3
Website or Online Chat Performance	2	3
Incident Response or Problem Resolution – Priority 1	2	3
Incident Response or Problem Resolution – Priority 2	3	4

- (f) Where a single problem causes the Contractor to fail more than one Service Level, then only one Service Level Failure shall be deemed to occur as a result of the single problem for the purposes of determining whether a Service Level Event of Default has occurred.
- (g) In addition to the obligations otherwise set forth in this Schedule, in the event of a Service Level Event of Default the Contractor shall prepare and implement a remediation plan detailing the actions to be taken by Contractor to rectify the Service Level Failure underlying the Service Level Event of Default, and to ensure that it does not reoccur (“**Remediation Plan**”). Without limitation, the Remediation Plan shall:
 - (i) identify the root cause of the Problem causing the Service Level Failure;
 - (ii) provide evidence to the Province that the cause(s) of the Problem has(ve) been or will be corrected, and
 - (iii) provide recommendations for Changes or improvements to avoid similar Service Level Failures in the future. Unless deemed appropriate at the discretion of the Province and approved in writing, the Contractor will deliver the Remediation Plan to the Province within 30 days of the determination of the occurrence of the Service Level Event of Default.

SCHEDULE G PERSONNEL

Part 1 – Key Personnel

Key Position	Description of Role	Minimum Qualifications	Key Personnel (Named Individual)
Contract Manager	<ul style="list-style-type: none"> Responsible for overall management and coordination of Services throughout BC. Acts as main liaison with the Province. Provide administrative supervision: <ul style="list-style-type: none"> implementation of toll- free phone line, website and online chat. Conducts outreach and awareness activities for information sharing about the Services with post-secondary institutions and health authorities 	<ul style="list-style-type: none"> Experience within the last 10 years coordinating and managing staff and contracts. Must be in place on the Effective Date and cannot be replaced before the go-live date of the Services 	Stephanie Walker
Secondary Contract Manager	<ul style="list-style-type: none"> Assume responsibilities of Contract Manager in the event the Contract Manager is unavailable 	<ul style="list-style-type: none"> Experience coordinating and managing staff and contracts 	Megan Weekley
Clinical Advisor	<ul style="list-style-type: none"> Responsible for hiring and supervising counseling personnel. Provide administrative supervision: <ul style="list-style-type: none"> implementation of toll- free phone line, website and online chat. Conducts outreach and awareness activities for information sharing about the Services with post-secondary institutions and health authorities 	<ul style="list-style-type: none"> Masters level credentials in a counselling related field, including registered professional in social work, clinical counselling or psychology 	Julie Hayes

Key Position	Description of Role	Minimum Qualifications	Key Personnel (Named Individual)
Program Management Team	<ul style="list-style-type: none"> Overall supervision, coordination and administration of the Services. 		Matthew McCreary Megan Weekley Stephanie Walker
Clinical Management Team	<ul style="list-style-type: none"> Ensure continuity between program administration and clinical service delivery. Supervision and support to network of clinicians Supports manager with mental health expertise 		Randy Varga Julie Hayes

Part 2 – Other Contractor Personnel

Position	Description of Role	Minimum Qualifications
Intake Specialists	<ul style="list-style-type: none"> • First point of contact for callers • Answer phones and online chat; transfer Clients to counselling personnel and identify persons at risk. 	<ul style="list-style-type: none"> • Bachelors level degree in social sciences; • Client service experience • Clinical background • Experience supporting needs and challenges of post-secondary students • See additional requirements, below
Counselling Personnel	<ul style="list-style-type: none"> • Qualified counsellors providing Counselling and Referral Services to Clients via telephone and online chat (Website or mobile App) 	<ul style="list-style-type: none"> • Masters level degree in education, health, social work or counselling psychology with a minimum 2500 hours of professional counselling experience. • Ongoing proof of active liability insurance • Membership in good standing with a professional accredited association according to their field of practice (e.g. Canadian Counselling and Psychotherapy Association, BC College of Social Workers, College of Registered Psychotherapists) • See additional requirements, below

Additional Requirements for Counselling Personnel and Intake Specialists:

A. Counselling Personnel:

Counselling Personnel must be hired with experience in or, prior to providing Counselling and Referral Services receive training in, relevant subject matter, including:

- a. Helping skills over the phone or via online chat;
- b. Emerging adult/post-secondary student mental health and substance abuse;
- c. Referrals to on- and off-campus resources;

- d. Providing trauma-informed, strengths-based, culturally sensitive, anti-oppressive services to diverse populations (e.g. Indigenous students, LGBTQ2 students, students in rural communities, students with disabilities, international students);
- e. Roles of faculty and staff on campus;
- f. Indigenous ways of knowing and being;
- g. Suicide risk assessment and intervention;
- h. Duties related to reporting disclosures of child abuse and neglect.

B. Intake Specialists

Intake specialists must complete a 6-week training program to identify risk, convey empathy to Clients and listen attentively to their concerns.

Intake specialists will be available to answer calls and instant chat 24/7/365(6) on the App platform, Website and over the phone. Intake specialists will provide immediate support over the phone in English, French, Mandarin, Cantonese, Korean, Arabic and Spanish and through instant chat in English and French.

SCHEDULE H
APPROVED SUBCONTRACTORS

None.

SCHEDULE I FEES AND PAYMENT

1. Fees

The Province will pay an all-inclusive flat annual Fee for the Services, which shall include all up-front development and implementation costs, services fees, license fees, support and maintenance, all applicable taxes, and all other costs included in providing the Services during a twelve month period (the “Annual Service Fee”). The Annual Service Fee will be paid in monthly tranches, and shall be invoiced by the Contractor on the last day of each month during the Term following the Go-Live Date. The Annual Service Fee, and corresponding monthly payments, will be as set out in Table 1:

Table 1 – Annual Service Fee

Annual Service Fee (total for 12 months)	Total to be invoiced monthly
\$1,500,000	\$125,000

The Annual Service Fee must not exceed \$1,500,000 during the Initial Term.

2. Invoices

The Contractor will forward all invoices to the Ministry of Advanced Education, Skills and Training at the following address:

Ministry of Advanced Education, Skills and Training
P.O. Box 9877, Stn. Prov Govt,
Victoria, BC V8W 9T6
Attention: Director, Human and Social Services Education

The Contractor will ensure that each invoice submitted by the Contractor will contain, at a minimum, the following itemized details:

- (a) the Contractor’s legal name, billing address and contact information for payment purposes;
- (b) the date of the invoice;
- (c) the contract number assigned by the Province to this Agreement;
- (d) the invoice number;
- (e) a description of the Services and, where appropriate, the deliverables completed by the Contractor, to which the invoice relates;
- (f) the Fees payable and the basis on which the Fees are calculated;
- (g) a calculation of all applicable taxes payable by the Province in relation to the Services, which must be shown as a separate line item if requested by the Province; and
- (h) any other billing information reasonably requested by the Province.

3. Sales / Goods and Services Taxes

Fees set out in this Schedule I are inclusive of all goods and services taxes and other applicable taxes.

SCHEDULE J INSURANCE

1. The Contractor must, without limiting the Contractor's obligation or liabilities, purchase and maintain or cause to be purchased and maintained throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence and in aggregate 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) endeavour to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
 - (b) Professional Errors & Omissions Liability in an amount not less than \$2,000,000 per claim and in aggregate, insuring the Contractor's liability resulting from errors and omissions in the performance of the Services under this Agreement.
2. All insurance described in section 1 of this Schedule G (*Insurance*) 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; and
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide, 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.
4. Despite section 1(b) of this Schedule G (*Insurance*), if in the Province's sole discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 1(b), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

SCHEDULE K ACCEPTANCE

1. Interpretation

For the purposes of this Schedule K, the following terms have the meanings ascribed to them. Capitalized terms which are not defined in this Schedule K have the meanings ascribed to them elsewhere in the Agreement, including Schedule A (*Definitions*).

“Acceptance Criteria” means, with respect to a deliverable, the Specifications for that deliverable as set out in Schedule B, the applicable Change Order, if any, and elsewhere in the Agreement.

“Acceptance Plan” means a documented plan to test the functionality of a deliverable and to ensure that it meets the Specifications.

“Notice of Acceptance” means a written notice from the Province that a deliverable has been Accepted.

“Notice of Conditional Acceptance” means a written notice from the Province that a deliverable has been conditionally accepted, issued in accordance with section 5.2.

“Province Deliverable Approver” means an individual designated by the Province to review or test (as applicable) a deliverable for compliance with the Acceptance Criteria, and to either Accept or reject the deliverable on the Province’s behalf.

“Rejection Notice” means a written notice from the Province that a deliverable has been rejected.

2. Application

Unless otherwise expressly agreed on a case-by-case basis, each milestone deliverable and final deliverable to be provided pursuant to Schedule B, the Project Plan or the applicable Change Order, as appropriate, will be subject to Acceptance in accordance with this Schedule K. If a deliverable is paper-based (e.g. a report), the deliverable will be subject to Acceptance review by the Province. If a deliverable is not paper-based (e.g. the Website, the App and the Telephone Services), the deliverable will be subject to Acceptance testing by the Province. Contractor will comply with its internal policies relating to Acceptance testing and Acceptance review.

3. Pre-Acceptance

3.1 Collaboration

During the Term, the parties will collaborate to the extent practicable in the production of deliverables, both to maximize the quality of the deliverables and to facilitate subsequent Acceptance of the deliverables by the Province. If, at any time prior to the delivery of a deliverable for Acceptance testing or review, the Province identifies any perceived defects with respect to the deliverable that it reasonably believes would individually or collectively cause the deliverable not to be Accepted, it will notify the Contractor and the Contractor will remedy the defect. Unless otherwise agreed, the Contractor will not be permitted to deliver the affected deliverable to the Province for Acceptance until the perceived defect has been addressed to the Province’s satisfaction.

3.2 Acceptance Plan

In conjunction with the delivery of any deliverable (or related deliverables, when agreed in writing by the Province) that is subject to Acceptance testing, the Contractor must prepare and submit to the Province for its review and approval a proposed Acceptance Plan for the deliverable(s). Each proposed Acceptance Plan will conform to best industry practice and will set out a plan to test as fully and as comprehensively as possible the performance by the Contractor of its obligations, including compliance by the deliverable with the Acceptance Criteria. Unless otherwise agreed, each Acceptance Plan will also include timelines for testing and Acceptance, and a detailed description of Acceptance tests. The parties will work together in good faith as needed to further develop, refine and agree upon revisions to each proposed Acceptance Plan. Upon acceptance by the Province, a proposed Acceptance Plan will become the Acceptance Plan for the deliverable.

4. Acceptance Review or Testing

4.1 Delivery

Subject to Section 3, on or before the completion date for a deliverable set out in Schedule B, the Project Plan, a Change Order or elsewhere in the Agreement, Contractor will deliver the deliverable to the Province for Acceptance testing or review (as applicable). The Contractor will, to the extent necessary, provide all implementation, installation, access codes, training (which may include training of Province personnel or a third party), and such other Services as may be reasonably required to enable the Province to conduct Acceptance review or testing of the deliverable.

4.2 Review or Testing

Upon receipt of the deliverable in accordance with section 4.1, the Province (or any a third party designated by the Province) may, during the period set out in the Acceptance Plan or, if no period is specified, for (a) 10 Business Days from the date of receipt of the deliverable for a deliverable that is subject to Acceptance review, or (b) 20 Business Days from the date of receipt of the deliverable, in the case of a deliverable that is subject to Acceptance testing, test or review (as applicable) the deliverable in order to determine if the deliverable conforms to the Acceptance Criteria. Testing of a deliverable will be in accordance with the relevant Acceptance Plan, but may also include, at the Province's option and to the extent applicable: (i) the operation of any deliverable that is Software in a live environment (including the integration and operation of the deliverable in a live production or commercial environment); and (ii) any other testing or reviews (which may, for greater certainty, include testing by consultants) that the Province, in its discretion, requires to determine whether the deliverable conforms to the Acceptance Criteria for that deliverable. Contractor will, at its expense, provide such reasonable assistance as the Province may require in respect of its Acceptance review or testing of a deliverable.

4.3 Waiver

The Province may waive any of the requirements in this section 4 from time to time at its discretion by delivery of a written notice of waiver to the Contractor. Waiver shall be without prejudice to the Province's other rights and remedies under this Agreement, including warranties.

5. Acceptance, Conditional Acceptance or Rejection

Upon completion of Acceptance review or testing, the Province may either Accept, conditionally Accept or reject a deliverable.

5.1 Acceptance

Each deliverable will have a designated Province deliverable Approver who will be authorized and responsible for Accepting the deliverable in accordance with the terms and conditions of the Acceptance Plan and this Agreement. Acceptance of a deliverable (if any) will occur only upon the delivery by the Province to the Contractor of a written Notice of Acceptance executed by the Province deliverable Approver for that deliverable. For greater certainty, the use by the Province of all or any part of a deliverable, including use in a live commercial environment, will not constitute Acceptance, and the Province may so use all or any part thereof without waiving or otherwise affecting any rights that the Province has under this Agreement.

5.2 Conditional Acceptance

If the Province, at its discretion, agrees to conditionally Accept a deliverable that does not completely conform to the Acceptance Criteria and has not passed Acceptance testing or Acceptance review, then: (a) the Province deliverable Approver will issue a written Notice of Conditional Acceptance that will specify or reference the deficiencies and nonconformities in the deliverable that caused the deliverable to fail Acceptance testing or Acceptance review (as applicable); (b) Contractor will, at its expense, remedy all deficiencies and nonconformities in the deliverable within 10 Business Days, or such longer period as may be expressly agreed in writing by the Province after the date of the Notice of Conditional Acceptance, and resubmit the deliverable to the Province for further Acceptance testing or Acceptance review pursuant to section 4; and (c) if the deliverable does not pass the further Acceptance testing or Acceptance review (as applicable), then the Province may, at its option: (i) agree to Accept the deliverable “as is”, although such Acceptance may be conditioned upon a decrease in the Fees payable for the affected deliverable; (ii) require the Contractor to correct the deliverable as soon as possible and resubmit the deliverable to the Province for further Acceptance testing or Acceptance review (as applicable) pursuant to section 4; or (iii) issue a Rejection Notice for the deliverable, in which case Section 5.3 will apply.

5.3 Rejection

- (a) Rejection Notice. If a deliverable fails to conform to the relevant Acceptance Criteria, the Province will give to the Contractor a written Rejection Notice describing in reasonable detail the nature of the nonconformity. Upon receipt of a Rejection Notice, the Contractor will, at its expense, (i) promptly conduct a root cause analysis to identify the cause of the non-conformity, and (ii) revise the deliverable so that it conforms to the Acceptance Criteria. The revised deliverable will be resubmitted to the Province for further Acceptance testing or Acceptance review (as applicable) in accordance with Section 4. Subject to section 5.3(b), the process set forth in this section 5.3(a) will be repeated for each deliverable until the deliverable passes Acceptance testing or Acceptance review (as applicable).
- (b) Consequences of Repeated Failure. If a deliverable fails to pass Acceptance testing or Acceptance review (as applicable) after three attempts, then the Contractor will be deemed to be in breach of the Agreement and the Province may, at its discretion, without limiting the Province’s other rights or remedies under this Agreement, choose to take one or more of the following actions: (i) extend the time for the Acceptance testing/review process; (ii) negotiate with Contractor regarding a revision of the Acceptance Criteria for the deliverable and the Fees payable for the deliverable; or (iii) invoke the Province’s remedies for Contractor’s breach of the Agreement. In addition, the Contractor will

reimburse the Province for all direct internal and external labour and out-of-pocket costs and expenses incurred by the Province in connection with any subsequent Acceptance review or testing conducted in respect of the deliverable.

6. Incremental and Final Acceptance

6.1 Incremental Acceptance

Schedule B, the Project Plan or the Change Order, as applicable, may contemplate discrete phases, each requiring that a deliverable, alone or in combination with other deliverables, be subject to Acceptance testing or Acceptance review both when delivered, and during or at the end of one or more phases throughout the course of the work. The Acceptance by the Province of a deliverable is without prejudice to the right of the Province to conduct cumulative Acceptance tests for one or more deliverables as a functioning whole, and will not preclude the Province from delivering a Rejection Notice or from otherwise refusing to provide Acceptance of any subsequently delivered deliverable on the basis that any deliverable in respect of which the Province has provided its Acceptance does not meet the applicable Acceptance Criteria when tested as part of or in conjunction with any other deliverable to be delivered by Contractor, nor from exercising any warranty rights in respect of such deliverable.

6.2 Final Acceptance

Notwithstanding any other provision of this Agreement, unless otherwise agreed by the Province, a deliverable will not be deemed to have been completed until (i) all phased or milestone deliverables to be delivered have been Accepted both individually and, where applicable, cumulatively as part of the final deliverable, and (ii) Contractor has delivered all relevant Documentation.

SCHEDULE L

QUALITY ASSURANCE REVIEW PROCESS

The Contractor will monitor the quality of services delivered at all levels of the Counselling and Referral Services including both student and institutional client satisfaction. Complaints may vary in nature and seriousness, from general scheduling issues to dissatisfaction with the service provided. In each case, the feedback is regarded seriously, and goes through a formal Quality Assurance Review (QAR) in which standardized processes are followed.

How to Initiate a Complaint

- 1. Client (student) initiated (preferred method):** Client calls the Counselling and Referral Services toll free or non-toll free number to report their complaint. Client's concern is escalated to the QAR team and the QAR team reaches out directly to the Client.
- 2. Third party initiated - Campus representative files QAR on Client's behalf:** If a Client is not comfortable initiating the QAR themselves, a campus representative may do so on their behalf. To proceed, the campus representative must provide at minimum the information in the form below.

Reporting Back To Campus Representatives

The Contractor will follow strict privacy guidelines, consistent with the requirements of the *Personal Information Protection Act* [SBC 2003] c.63, to ensure privacy and confidentiality with all Clients. When a campus representative files a complaint on behalf of a Client it is considered a third party complaint.

When a complaint is initiated through a third party, the Contractor must adhere to privacy and confidentiality guidelines when reporting on case progress and closure. In line with this, the Contractor QAR team, as a standard, is only able to provide campus representatives with confirmation that the feedback has been received and submitted to the QAR team for investigation; and confirmation that the case is either 'in progress' (i.e., pending further investigation or action) or 'resolved'.

The resolution of the concern is the responsibility of the Contractor. The direct supervisor of the individual involved is also responsible for actions towards resolution. If there is more than one department involved, the responsibility noted above applies to each department for its area of resolution.

In order for the Contractor to report back to campus representatives additional information beyond the standard described above, Clients must be made aware of and provide written consent via the Authorization to Disclose Information form (section 2 of this document). Failure to comply with this procedure may result in a breach of compliance with the Contractor's privacy policy.

Form for complaints submitted by a Campus Representative
Please provide as much detail as possible to support a comprehensive Quality Assurance Review

Institution Name:	
Campus representative contact information:	Name:
	Title:
	Telephone #:
	Email:
Date form submitted for investigation (MM/DD/YYYY):	
Student Name (First and Last):	
Date student contacted the program:	
Estimated time of contact:	
Student's time zone:	
Method of access:	<input type="checkbox"/> Telephone Call <input type="checkbox"/> App Chat
Telephone # the student used to contact the program (with area code):	
Student consent for the QAR team to make an outreach call to them:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Preferred time for student to receive a call:	<input type="checkbox"/> Weekdays <input type="checkbox"/> Weekends <input type="checkbox"/> AM <input type="checkbox"/> PM

Consent to leave a voicemail (discreet or detailed) in the event student cannot be reached. A maximum of three telephone attempts will be made to contact the student.	<input type="checkbox"/> Yes (<i>ensure voicemail is set up</i>) <input type="checkbox"/> Detailed <input type="checkbox"/> Discreet <input type="checkbox"/> No (<i>ensure availability to receive a call</i>)
<p>Written description of the complaint:</p> <p>In order for the Contractor's QAR team to conduct a thorough investigation, it is important for the campus representative to be as specific and detailed as possible about the nature of the complaint. Anecdotal information often does not provide the QAR team enough information to be able to pull the specific case notes and related information to properly action an investigation.</p>	

The QAR Resolution Process

Based on level of urgency and impact, the turnaround time for internal investigation is 3-7 business days. The Contractor will provide the results of this investigation back to the Client and will continue until the case is resolved.

An issue is deemed 'resolved' when the QAR team has done everything within its power to address the concern internally (e.g., documentation is filed; feedback and coaching is provided where necessary; Regional Manager is notified, etc.) and externally (where consent has been provided, a maximum of three telephone attempts will be made to contact the Client to help resolve the issue).

During their call back to a Client, the QAR team will:

- discuss the issue
- provide additional clarification on processes (if needed)
- provide additional resources (if requested and appropriate)
- re-schedule services and/or assign a new provider (where necessary)

When the Client does not consent for this follow-up call, only the internal steps mentioned above can be taken to help address the issue.

Section 2

Authorization to Disclose Information

I, _____
(*print name in full*)

of _____
(*full address*)

Consent to the exchange of information,

Between _____
(*Morneau Shepell Ltd.*)

and _____
(*name of individual or institution*)

I understand that any such professional consultation will be to assess my needs, as well as to assist in initiation, coordination and follow-up on any counselling plan that may be formulated.

I understand that any discussion or documentation exchanged will be held in confidence by both parties and will become part of the Clinical Record.

The *Authorization to Disclose Information* will expire 90 days following the date on which it is obtained. The Client may verbally withdraw this authorization at any time prior to the expiration date.

Client's Signature

Date

Witness

Date

Collection Notice:

Your personal information is collected to deliver and manage a counselling service under the authority of BC's Personal Information Protection Act (PIPA) s. 8(1)(a) & (b). Your interaction will remain confidential. If you have any questions about the collection, use and disclosure of your personal information, please contact: Privacy Officer, Morneau Shepell Limited, 895 Don Mills Road, Tower One, Suite 700, Toronto, ON M3C 1W3, or by email: Privacy-vieprivee@morneaushapell.com