

RESPONSIBLE DRIVER PROGRAM SERVICES AGREEMENT

between

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, AS REPRESENTED
BY THE MINISTER OF PUBLIC SAFETY AND SOLICITOR GENERAL**

and

STROH HEALTH CARE CONSULTING CORP.

as of June 15, 2016

RESPONSIBLE DRIVER PROGRAM SERVICES AGREEMENT

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THIS RESPONSIBLE DRIVER PROGRAM SERVICES AGREEMENT is entered into as of June 15, 2016 (the "Effective Date"), between Stroh Health Care Consulting Corp. ("Service Provider"), a British Columbia company and Her Majesty the Queen in Right of the Province of British Columbia (the "Province"), as represented by the Minister of Public Safety and Solicitor General.

RECITALS

- A. The Superintendent of Motor Vehicles may, in accordance with the British Columbia *Motor Vehicle Act*, require that certain drivers who are licensed to operate motor vehicles in the Province attend a responsible driver program (the "Program") that consists of the screening of drivers, the assignment of those drivers into either an education program or a counselling program, and a post-intervention assessment.
- B. The Province wishes to retain the Service Provider to provide certain services associated with the delivery of the Program, and the Service Provider is prepared to provide those services.
- C. The Parties are dedicated to the protection of the security and privacy of Personal Information, and have structured this Agreement, and the relationship between the Parties, in order to ensure that the same is achieved;

IN CONSIDERATION of the foregoing and the mutual covenants and agreements contained in this Agreement, the Parties covenant and agree as follows:

ARTICLE 1 – INTERPRETATION AND GENERAL MATTERS

1.1 Definitions.

Unless otherwise provided in this Agreement (or in any Schedules attached to this Agreement), capitalized terms will have the meanings given to those terms in the attached Schedule 1. In addition to the definitions contained in Schedule 1, any capitalized terms defined elsewhere in this Agreement will have the meanings so given to them.

1.2 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.

1.3 Headings.

The division of this Agreement into Articles, Sections, Subsections, paragraphs and clauses, and the insertion of headings, are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

1.4 Interpretation.

In this Agreement, unless expressly stated to the contrary:

- (a) the terms "this Agreement", "hereof", "hereunder", "hereto" and similar expressions refer, unless otherwise specified, to this Agreement taken as a whole and not to any particular Article, Section, Subsection, paragraph, clause or other portion of this Agreement;

- (b) words importing the singular number only will include the plural, and vice versa, and words importing gender will include all genders;
- (c) unless something in the subject matter or context is inconsistent therewith, all references in this Agreement to Articles, Sections, Subsections, paragraphs, clauses and Schedules refer to Articles, Sections, Subsections, paragraphs, clauses and Schedules of this Agreement;
- (d) words and phrases denoting inclusiveness (such as “including” or “includes”), whether or not stated as being without limitation, are not limited by their context or the words or phrases which precede or succeed them;
- (e) unless otherwise provided in this Agreement, whenever the words “discretion”, “option”, “determine”, “election” and other similar words or any variations thereof are used with respect to a Party, they will be deemed to mean such Party’s sole and absolute discretion, option, determination, election or other such similar act;
- (f) any reference to a statute will be deemed to refer to the statute and any regulations made thereunder in force as at the date hereof, as the same may be subsequently amended, expanded, added-to, supplemented or otherwise changed or replaced from time to time, unless otherwise expressly provided in this Agreement; and
- (g) unless specifically provided otherwise in this Agreement, any reference to “knowledge” of the Service Provider or any officer or other personnel of the Service Provider means the knowledge of the Service Provider after having made due enquiry, and if the Service Provider fails to make such due enquiry, then the knowledge that the Service Provider would have had if the Service Provider had conducted reasonable enquiry into the subject matter.

1.5 Acting Reasonably.

With respect to the Service Provider, any requirement set forth in this Agreement for the Service Provider to act reasonably, use reasonable efforts, or any variations thereof, will mean the use of all reasonable commercial efforts having regard to the surrounding circumstances, unless specifically provided otherwise. With respect to the Province, any requirement set forth in this Agreement for the Province to act reasonably, use reasonable efforts, or any variations thereof (including, without limitation, any requirement for Approvals by the Province not to be unreasonably withheld), will not require the Province to act in a manner that is contrary to, or is inconsistent with, any other policies, directives, executive directions, Treasury Board decisions, guidelines, rules, regulations, legislation or other determinations of the Province. In addition, the Service Provider expressly acknowledges and confirms that nothing contained in this Agreement will be construed or otherwise interpreted in any manner that would or could cause the Province to fetter its discretion.

1.6 Calculation of Time Periods.

Unless otherwise specified in this Agreement, when calculating the 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 such period will be excluded and the final date for completing such act or step will be included.

1.7 Currency References.

Unless otherwise specified, all dollar references in this Agreement are deemed to refer to lawful money of Canada.

1.8 Time.

Time will be of the essence of this Agreement.

1.9 Schedules.

The following are the Schedules attached to this Agreement, which are incorporated into this Agreement by reference and are deemed to be an integral part of this Agreement:

Schedule 1 – Definitions

Schedule 2 – Program Services

Schedule 3 – Service Provider Compensation and Province Fees

Schedule 4 – Privacy Protection Schedule

Schedule 5 – Reporting Requirements

ARTICLE 2– AGREEMENT TERM AND EXTENSION RIGHTS

2.1 Term.

The “Term” of this Agreement will commence on the Effective Date and will continue until the earlier of:

- (a) the date upon which this Agreement is terminated in accordance with the provisions of this Agreement; or
- (b) June 15, 2021, subject to the Province’s rights to extend the Term of this Agreement in accordance with Section 2.3 (*Extension Options*).

2.2 No Extension Assurances.

The Province is giving no assurances whatsoever to the Service Provider, expressed or implied, that this Agreement will be extended beyond the expiry of the Term. The Service Provider specifically acknowledges and affirms that it has arranged its business affairs on the assumption that this Agreement may terminate, at the latest, at the end of the Term (subject to the Service Provider’s obligation to provide the Program Completion Services during the Program Completion Period).

2.3 Extension Options.

The Province, at its sole option and acting in its discretion, will have the following rights to extend the Term:

- (a) the right, subject to Section 2.4(a), to extend the Term for a period of one year (the “First Extension Option”); and
- (b) if the Province exercises the right described in paragraph (a), the right, subject to Section 2.4(b), to extend the Term for a further period of one year (the “Second Extension Option”).

No such extension of the Term will prevent either Party from exercising its rights to terminate this Agreement in accordance with its terms.

2.4 Extension Notice.

Where the Province intends

- (a) to exercise the First Extension Option, it will provide the Service Provider with prior written notice of its intent to do so on or before December 15, 2020, and if the Province does not deliver such notice to the Service Provider on or before such date, then the Province will be deemed to have elected not to exercise the First Extension Option;
- (b) to exercise the Second Extension Option, it will provide the Service Provider with prior written notice of its intent to do so on or before December 15, 2021, and if the Province does not deliver such notice to the Service Provider on or before such date, then the Province will be deemed to have elected not to exercise the Second Extension Option.

2.5 Termination Assistance and Program Completion.

In connection with the expiry or earlier termination of this Agreement, the Service Provider will provide the Program Completion Services and the Termination Services to the Province in accordance with Article 21 (*Program Completion Services and Termination Services*).

ARTICLE 3– COMMENCEMENT OF SERVICES

3.1 Commencement of Services.

The Service Provider will commence the delivery of the Services on the Effective Date, other than those Services that are expressed in this Agreement as being Services that are to be commenced by the Service Provider on some date other than the Effective Date (such as the Program Completion Services and the Termination Services).

ARTICLE 4– SERVICES

4.1 Overview of Services.

The Service Provider will provide to the Province, and the Province will obtain from the Service Provider, the following services from and after the Effective Date (or from and after such other date as indicated below), upon the terms and conditions set forth in this Agreement (collectively, the “Services”):

- (a) the on-going program services described as such in Schedule 2 (*Program Services*), as such Schedule may be amended and supplemented by the Parties from time to time in accordance with this Agreement (collectively, the “Program Services”);
- (b) if applicable, the Termination Services and the Program Completion Services, as more particularly described, and within the times indicated, in Article 21 (*Termination Services and Program Completion Services*);
- (c) such other services or additional services as may be agreed to by the Parties pursuant to the Change Order Process; and
- (d) all such other or additional services as set forth or otherwise described in this Agreement.

4.2 Included or Inherent Services.

The Parties acknowledge that there are functions or tasks not specifically listed or described in this Agreement that are customarily required for the proper performance and provision of the Services (as the same may be improved, changed or transformed as contemplated under this Agreement). Without limiting the foregoing and subject to the provisions of this Section, such functions or tasks will be deemed to be implied or included in the scope of the Services to the same extent and in the same manner as if those functions or tasks had been specifically described in this Agreement. Notwithstanding the foregoing, this Section is not intended to expand the scope of the Services beyond the Services described in this Agreement, or to require a higher standard of Service delivery than that which is otherwise described in this Agreement.

4.3 Standard of Care.

Unless specifically provided otherwise in this Agreement (or in any schedules attached to this Agreement), the Service Provider will provide the Services under this Agreement using the standard of care of a reasonable service provider performing similar services in comparable circumstances.

4.4 Services and Program Changes.

All changes, modifications, amendments or supplements to the Services provided by the Service Provider to the Province under this Agreement will be undertaken in accordance with the Change Order Process and any other express provisions of this Agreement that contemplate changes to the Services.

4.5 Quality Management.

In providing the Services to the Province during the Term, the Service Provider will:

- (a) be responsible for implementing and carrying out continuous improvement and quality management for all of the Services;
- (b) establish quality assurance programs that encompass continuous improvement of the Services in addition to an ongoing quality assessment of the Services; and
- (c) maintain an ongoing focus on the satisfaction of the Province and the Program Participants, as well as other users of the Services, by monitoring and evaluating trends that develop in the performance of the Services (as indicated through complaint processes or otherwise), and by making recommendations to the Province in respect thereof.

Such activities will be performed entirely by the Service Provider at its own expense and will not require the resources of the Province or the payment of any additional Service Provider Compensation without the Approval of the Province.

4.6 Documentation.

The Service Provider will deliver to the Province a detailed and comprehensive operational procedures manual in respect of the Services (the "**Manual**"), in a form and substance that is subject to the Province's prior consultation, and containing the matters referred to in Section 4.7 (*Manual Requirements*), by no later than 180 days of the Effective Date. The Service Provider will periodically, but not less than annually unless otherwise agreed by the Province, update the Manual to reflect changes in the operations or procedures described in the Manual. The Service Provider will provide the Province with the updates of the Manual on a timely basis, and within the period required for such updates to be

made, for consultation with the Province. For greater clarification, the Parties acknowledge that the Manual is intended to describe to the Province how the Services will be performed, and will in no event be interpreted so as to relieve the Service Provider of any of its performance obligations under this Agreement.

4.7 Manual Requirements.

The Manual will describe or include the following:

- (a) the procedures associated with the business processes that the Service Provider will undertake in order to provide the Program Services;
- (b) the methods of operation and procedures the Service Provider will use to perform the Program Services, such as security administration, call centre processes, business processes and associated documentation that provides further details of such activities, as applicable (including, for example, user support manuals, job scheduling procedures, specifications and updates of such materials); and
- (c) current documentation with respect to the Systems, business processes, and processes in support of the operations and procedures used to deliver the Program Services (which documentation will be sufficient to enable the Province, or another service provider that is reasonably skilled in the provision of services similar to the Program Services, to fully assume the provision of the Program Services), and the Manual will detail how such documentation will be maintained.

4.8 Training.

The Service Provider will ensure that all of the Personnel receive quality training courses, refresher courses and retraining programs in respect of the delivery of the Services in accordance with the provisions of this Agreement.

4.9 Province Retained Responsibilities.

During the Term (and without limiting any other provisions of this Agreement regarding the responsibilities of the Province), the Province will remain responsible for and will retain control of the following:

- (a) setting all Province Policies and guidelines including, without limitation, those relating to the Services, records management, and privacy and security;
- (b) all media relations, including the Approval of the Service Provider media communications and Program Participant communications in accordance with Article 6 (*Branding and Communications*);
- (c) the exercise of powers for and on behalf of Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Public Safety and Solicitor General;
- (d) the exercise of powers for and on behalf of the Superintendent of Motor Vehicles; and
- (e) such other direct responsibilities as may be expressly contemplated in this Agreement.

The Parties acknowledge that these responsibilities are vested solely in the Province. The Service Provider has no right or obligation to exercise any responsibilities of the Province set forth in this Section and is not accountable for actions taken by the Province in respect of the same.

ARTICLE 5-- CHANGE ORDER PROCESS

5.1 Ordinary Course Changes.

The Parties acknowledge and agree that the subject matter of this Agreement is subject to periodic change that does not have a material impact on the following (collectively, the "**Ordinary Course Changes**");

- (a) the delivery and performance of the Services; or
- (b) the cost of providing the Services .

The Ordinary Course Changes are within the scope of the Services contemplated under this Agreement and will not result in additional Service Provider Compensation being payable by the Province to the Service Provider. The Ordinary Course Changes may be implemented without the need for a formal Change Order.

Without limiting the foregoing, the Parties agree that the following are to be treated as Ordinary Course Changes for the purposes of this Agreement:

- (c) updates to the curricula that are used in the provision of Program Services;
- (d) changes to Program procedures and
- (e) changes to the reporting requirements set out in Schedule 5.

5.2 Province Initiated Ordinary Course Changes.

The Province may require the Service Provider to implement any Ordinary Course Change by written notice to the Service Provider of such change, in which event the following provisions will apply:

- (a) no formal documentation requesting the Ordinary Course Change is required and the Province may request the Ordinary Course Change by any form of written notice (including electronic forms of notice) to the Service Provider;
- (b) the Approval or agreement of the Service Provider to an Ordinary Course Change requested by the Province is not required, and the Service Provider will implement the Ordinary Course Change as soon as reasonably practicable following receipt by the Service Provider of a written notice from the Province requesting it to do so; and
- (c) the Parties will cause a record of each Ordinary Course Change to be maintained.

5.3 Other Changes.

In addition to the Ordinary Course Changes, the Parties acknowledge that certain changes may be required or desirable which exceed or are otherwise outside of the definition of Ordinary Course Changes. Such changes may include, without limitation, the following:

- (a) a material change to the technology or Systems used in the performance of the Program Services;

- (b) a change that has a material impact on the Privacy Obligations;
- (c) an increase in the number of locations at which the Program Services are to be made available; and
- (d) any other matter that the Parties may agree as properly being the subject of the Change Order Process.

5.4 Change Request.

Either Party may initiate the change process described in section 5.3 (the “**Change Order Process**”) in connection with a change described in that section by submitting to the other Party, a written notice signed by the initiating Party, which notice will include all relevant information reasonably required for the proper consideration of such change or for the commencement of the Change Order Process in respect thereof (each, a “**Change Request**”).

5.5 Change Request Process.

Following the delivery of a Change Request by one Party to the other, the following will apply:

- (a) the Parties will meet together in person or by telephone to clarify the Change Request and confirm the requirements of the Change Request including, without limitation, details regarding the time requirements to consider the Change Request (it being acknowledged by the Parties that the time required may vary depending upon the nature and complexity of the proposed change);
- (b) upon receipt of a Change Request from the Province, the Service Provider will prepare a proposal (the “**Proposal**”) within ten (10) Business Days (or such longer or shorter period of time as agreed to by the Parties, acting reasonably and having regard to the nature and complexity of the Change Request in question), as well as a description of the impact of the proposed change on the following (to the extent applicable having regard to the nature of the proposed change):
 - (i) the rights and obligations of the Parties under this Agreement with respect to, or as a result of, the proposed change,
 - (ii) the cost of providing the Program Services,
 - (iii) any technology, Systems or operations of the Service Provider used in the Program Services,
 - (iv) the adequacy of the Service Provider Compensation payable under this Agreement, and
 - (v) any other relevant matter related to this Agreement that will be materially impacted (both positively and negatively);
- (c) if the Service Provider initiates the Change Request, then the Service Provider will prepare and deliver a Proposal to the Province within ten (10) Business Days (or such longer or shorter period of time as agreed to by the Parties, acting reasonably and having regard to the nature and complexity of the Change Request in question) following the

meeting of the Parties to clarify the Change Request, as contemplated in paragraph (a) above;

- (d) the Province will provide the Service Provider with a written response to the Proposal within ten (10) Business Days (or such longer or shorter period of time as agreed to by the Parties) of receipt of the Proposal from the Service Provider, indicating the Province's Approval of the Proposal, its rejection of the Proposal (indicating the reasons therefor), or the terms of a counter proposal acceptable to the Province;
- (e) any Proposal Approved by the Province will constitute a Change Order, and will be implemented by the Service Provider in accordance with the particulars of the Change Order;
- (f) the Service Provider will be required to respond to all Change Requests received from the Province and to prepare a Proposal in respect thereof;
- (g) the Service Provider will not reject a Change Request initiated by the Province unless the Service Provider is unable to make the changes contemplated in the Change Request as a result of impediments that are commercially unreasonable to overcome, or the Change request will result in a material adverse effect on the Service Provider's ability to comply with the Privacy Obligations or comply with other material terms or conditions of this Agreement (each an "Adverse Impact"). The Service Provider will provide the Province with a written explanation of any Adverse Impact stating in detail the particulars of the Adverse Impact and suggesting reasonable alternatives or workarounds (to the extent possible) for consideration by the Province in respect thereof.

5.6 Change Orders.

A Change Request will become a "Change Order" when the requirements of the procedures to consider such Change Request set out in this Article 5 (*Change Order Process*) have been satisfied, and the Change Request is Approved by each of the Parties, where such Approval is required pursuant to this Article 5 (*Change Order Process*).

5.7 Implementation of Change Orders.

The Service Provider will minimize disruption to the Province and the Program Participants as the result of the implementation of a Change Order arising from a Change Request. The cost of implementing a Change Order will be borne as set out in the Change Order or as otherwise provided in this Agreement.

5.8 Consequential Amendments.

If the Parties proceed with a Change Order, then the Change Order will constitute an amendment to this Agreement including the relevant Schedules to this Agreement. From and after the effective date of the implementation of a Change Order, this Agreement will be interpreted as amended by the Change Order, and this Agreement, as so amended, will continue in full force and effect for the remainder of the Term.

ARTICLE 6— BRANDING AND COMMUNICATIONS

6.1 Service Provider Marks.

Except as may otherwise be expressly required pursuant to Applicable Law, or as may be Approved by the Province, the Service Provider will not use or display any of the Service Provider's trade-marks,

official marks, corporate names, business names, trade names, domain names, trading styles, logos, or other distinguishing marks (each a "Service Provider Mark") together or in conjunction with any trademarks, official marks, business names, trade names, domain names, trading styles, logos, or other distinguishing marks of the Province, whether registered or unregistered (each a "Province Mark"). Notwithstanding any such requirement pursuant to Applicable Law, or Approval by the Province, the Province will not obtain any rights in or to the Service Provider Marks, and any and all goodwill that is or may be acquired from the such use of a Service Provider Mark by the Service Provider will vest in and be, and be deemed to be, the property of the Service Provider.

6.2 Publicity.

The Service Provider will submit to the Province all advertising, written sales promotion, press releases, public notices and any and all other publicity matters or materials relating to this Agreement or the Services, or in which the Province's name or any Province Marks are mentioned or language from which connection with the Province's name or any Province Marks may be inferred or implied (the "Publicity Materials"). The Service Provider will not publish or use any Publicity Materials without the prior consultation with and Approval of the Province. The Province will inform the Service Provider regarding the content and purpose of any planned press release relating to this Agreement prior to its publication.

ARTICLE 7- RELATIONSHIP MANAGEMENT AND HUMAN RESOURCES

7.1 Cooperation of the Parties.

Each Party will cooperate with the other, in good faith, in the performance of its obligations under this Agreement. In connection therewith, each Party will make available, as reasonably requested by the other Party, such management decisions, information, approvals and acceptances such that the provision of the Services under this Agreement 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 Service Provider. Notwithstanding the foregoing, nothing in this Section 7.1 (*Cooperation of the Parties*) will in any manner relieve the Service Provider from performing its obligations, or delivering the Services, as contemplated under, and in accordance with, the express terms of this Agreement.

7.2 Power and Authority of the Service Provider.

Except as otherwise set forth in this Agreement, and subject to the terms of this Agreement, the Service Provider will have the power and authority to take such actions as it deems to be prudent, necessary or advisable to perform the Services in accordance with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the Service Provider will not take any action required by 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 clarification, no such Approval or consultation will in any manner relieve the Service Provider 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 Service Provider as a result of the covenants, obligations and requirements of the Service Provider under the terms of this Agreement.

7.3 General Principles Regarding Personnel.

At all times during the Term, the Service Provider will employ sufficient Personnel to perform the Services in accordance with the terms and conditions of this Agreement. The following provisions will apply with respect to the Personnel:

- (a) unless specifically provided otherwise in this Agreement, the Service Provider will be responsible for the management and supervision of, and for the acts, omissions, performance of, and damage caused by the Personnel in the performance of the Services;
- (b) the Service Provider will ensure that the Personnel performing the Services:
 - (i) possess a degree of skill and experience appropriate to the tasks to which they are assigned,
 - (ii) receive appropriate training for the performance of the Services and compliance with the Privacy Obligations,
 - (iii) perform the Services to the standards set out in this Agreement, and
 - (iv) strictly comply with the privacy, security and confidentiality provisions set forth in the Privacy Obligations;
- (c) the Service Provider will be 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 own employees,
 - (ii) labour relations proceedings or orders, grievances, arbitration proceedings or unsatisfied arbitration awards relating to its own employees,
 - (iii) strikes or other actions due to labour disputes involving its own employees, and
 - (iv) 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 own employees,

regardless of the time that the matter or event giving rise to any such costs, expenses, liability or claims arises or occurs;

- (d) the Service Provider will 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 paragraph (c) above with respect to employees of the Subcontractors, and for greater clarification, none of such costs, expenses, liabilities or claims contemplated in this paragraph (d) will be subject to reimbursement by the Province to the Service Provider or to the Subcontractors; and

- (e) the Service Provider will comply at all times with all applicable collective agreements and all applicable employment standards, occupational health and safety, workers' compensation, human rights legislation, and other Applicable Laws relating to its employees, will cause each Subcontractor to comply with the same as applicable to the employees of the Subcontractor, and will deal with all Subcontractors in such a manner that the Province will have no liability resulting from any failure of the Subcontractors to so comply with such responsibilities and obligations.

ARTICLE 8- SUBCONTRACTORS

8.1 Responsibility for Subcontractors.

The Service Provider is the general contractor for the Services under this Agreement and remains responsible for all of its obligations under this Agreement, regardless of whether the Service Provider relies upon any Subcontractor to any extent. Subject to the terms of this Agreement:

- (a) the Service Provider's use of Subcontractors for any of the Services will in no way increase the Service Provider's rights or diminish the Service Provider's liabilities to the Province with respect to this Agreement;
- (b) the Service Provider's rights and liabilities under this Agreement with respect to the Province will be as though the Service Provider had itself performed such Services;
- (c) the Service Provider will be liable for any defaults or delays caused by any Subcontractor in connection with the Services as if such defaults or delays were caused by the Service Provider; and
- (d) the Service Provider will be fully liable for all actions and omissions of the Subcontractors in the performance of the Services.

If a Subcontractor breaches a Subcontract, or is alleged to have breached a Subcontract, in circumstances where such breach or alleged breach could have a material effect on the delivery of the Services or the performance of the Service Provider's obligations under this Agreement, then the Service Provider must notify the Province in writing and provide the Province with such information relating to the breach or alleged breach as the Province may request.

8.2 Inconsistent Subcontract Terms.

The terms of this Agreement will in all events be binding upon the Service Provider notwithstanding, and without regard to, the existence of any inconsistent or contrary terms in any agreement between the Service Provider and any Subcontractor, whether or not and without regard to the fact that the Province may have directly or indirectly been given or otherwise received notice of any such inconsistent or contrary term.

8.3 General Contract Terms (Subcontractors).

Subcontracts entered into by the Service Provider with Subcontractors will not include any terms or provisions that are inconsistent with, or contrary to, the terms and conditions of this Agreement, and all such Subcontracts will include the following provisions:

- (a) a requirement that the Subcontractor adhere to the applicable obligations that:

- (i) are expressly required by this Agreement to be imposed upon the Subcontractor, and
- (ii) are otherwise required for the Service Provider to perform its obligations to the Province under this Agreement including, without limitation, the confidentiality obligations, intellectual property provisions, Privacy Obligations, and reporting, audit and access rights and requirements;
- (b) assignment or licensing of intellectual property rights to the Service Provider in respect of any deliverables created in such relationship, and waiver of moral rights in respect of the same, to the extent required by the Service Provider to comply with its obligations to the Province under this Agreement;
- (c) obligations regarding compliance with Applicable Laws, including source deductions and remittances (for taxes, workers compensation and similar requirements);
- (d) to the extent possible, assignment rights to the Province or the Alternative Service Provider upon the early termination or expiry of this Agreement in accordance with its terms, without any further consent from the Subcontractor or any additional, accelerated or other similar payments having to be made; and
- (e) any other provisions necessary for the Service Provider to fulfill its obligations under this Agreement.

8.4 Subcontractor Monitoring.

During the Term, the Service Provider will:

- (a) monitor the performance of Subcontractors and promptly address and remedy any performance issues or disputes with Subcontractors in such a manner as to mitigate any adverse impact on the nature, quality or delivery of the applicable Services;
- (b) address and remedy any performance issues or disputes with Subcontractors in a manner which has no adverse impact on the nature, quality or delivery of the applicable Services; and
- (c) ensure that contingency plans are devised for the possibility of a Subcontractor failing to perform, needing to be replaced, or terminating the Subcontract with the Service Provider before the Termination of this Agreement.

8.5 Confidentiality Breaches.

Unless specifically provided otherwise under this Agreement, any breach of the confidentiality obligations set forth in this Agreement by a Subcontractor, or any employees of such Subcontractor, will be deemed to constitute a breach of the confidentiality provisions of this Agreement by the Service Provider. In the event of any breach of confidentiality obligations by a Subcontractor, or any employees of a Subcontractor, the Parties agree as follows:

- (a) in the event that either Party discovers that a breach of confidentiality by a Subcontractor or any employee of a Subcontractor has occurred, it will promptly notify the other Party in writing; and

- (b) the Service Provider will take all steps necessary to remedy or to have remedied such breach.

ARTICLE 9- REPORTING REQUIREMENTS

9.1 Reporting Generally.

At all relevant times during the Term, the Service Provider will prepare or cause to be prepared, and will provide to the Province all reports and information required by the Province from time to time. Without limiting the foregoing sentence, the reporting requirements of the Province, which will be effective as and from the Effective Date, are set forth in Schedule 5 (*Reporting Requirements*).

ARTICLE 10- MAINTENANCE OF RECORDS

10.1 Maintenance of Records.

During the Term and for a period of seven (7) years after the end of the Term (or such longer period as may be required by Applicable Law, or in the case of Subcontractors who cease to provide Services, seven (7) years after such Subcontractors have ceased to provide Services), the Service Provider will:

- (a) maintain accurate and complete Records related to this Agreement and to the Services to be provided by the Service Provider under this Agreement (other than Records which have been returned to the Province by the Service Provider), as may be required or necessary for the following, provided that the Service Provider will not be required to retain any specific Record for a period of greater than seven (7) years except as required by Applicable Law:
 - (i) the Service Provider 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 Service Provider with the terms of this Agreement and to ascertain the accuracy of all financial matters arising under this Agreement; and
- (b) cause Subcontractors to maintain complete and accurate Records of the activities undertaken by such Subcontractors as part of the Services (other than Records which have been returned to the Province by the Service Provider), as may be required or necessary for the following, provided that the Subcontractor will not be required to retain any specific Record for a period of greater than seven (7) years except as required by Applicable Law:
 - (i) the Service Provider 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 Subcontractor with the terms of this Agreement and to ascertain the accuracy of all financial matters arising under this Agreement.

10.2 Custody of Province Records.

The Service Provider will have Custody of the Province Records from the later of the date that Custody is granted to the Service Provider by the Province or the date of the creation or coming into existence of the Province Records, in accordance with and subject to the provisions of this Agreement.

10.3 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 Document Disposal Act*, *Electronic Transactions Act*, *Freedom of Information and Protection of Privacy Act* (British Columbia) and all Province Policies related, thereto, and the *Interpretation Act*. The Service Provider will comply with the requirements thereof in respect of the Province Records as though each such Act or Policy applied to the Service Provider directly. In addition, the Service Provider will:

- (a) return the Province Records to the Province on the written instructions of the Province or as may otherwise be required or permitted in accordance with the provisions of this Agreement;
- (b) at the request and expense of the Province, provide written or electronic copies of such Province Records for storage on the premises of the Province or of any applicable regulatory body or agency, as the Province may require;
- (c) maintain the safe keeping and integrity of the Province Records in accordance with the provisions of Article 12 (*Privacy, Security and Confidentiality*);
- (d) store all Province Records separately from other records of the Service Provider and identify them as Records of the Province; and
- (e) provide the Province with copies of any Province Records, and permit the Province to have access to the Province Records, with such access being in accordance with the provisions of Section 14.1 (*Access Rights*)).

10.4 Final Return of Province Records.

Upon Termination of this Agreement, the Service Provider will deliver all such Province Records then in its Custody to the Province. Notwithstanding the foregoing, the Service Provider may defer compliance with the foregoing sentence in respect of such Province Records as are necessary for the provision of the Program Completion Services.

The Service Provider may, subject to the terms of Article 12 (*Privacy, Security and Confidentiality*), maintain sufficient copies of financial and other records following Termination of this Agreement, as it is required to maintain for tax and other statutory reasons in accordance with Applicable Laws.

10.5 Costs of Record Keeping.

The Service Provider acknowledges and agrees that all costs of record keeping contemplated in this Article 10 (*Maintenance of Records*) will be the responsibility of the Service Provider, and that compensation to the Service Provider in respect thereof is included in the Service Provider Compensation.

ARTICLE 11 – SERVICE PROVIDER COMPENSATION

11.1 Service Provider Compensation.

In consideration of the performance of the Services, the Service Provider will be compensated in the manner and in the amounts described in Schedule 3 (*Service Provider Compensation and Province Fees*). For clarity, Schedule 3 also describes the Province Fees, which are amounts that the Service Provider must collect from Program Participants for and on behalf of, and must remit to, the Province.

Except as otherwise expressly set forth in this Agreement, the Province will not be obligated to pay any amounts to the Service Provider for the Service Provider's performance of the Services and its other obligations under this Agreement (including, without limiting the foregoing, the performance of the Termination Services and the Program Completion Services). Any expenses that the Service Provider incurs in the performance of the Services are included in the Service Provider Compensation, and accordingly, the Service Provider's expenses will not be separately reimbursable by the Province unless specifically provided otherwise under, or agreed pursuant to, the terms of this Agreement.

11.2 Right of Set-Off.

Any amounts owed to the Province:

- (a) by the Service Provider under this Agreement or otherwise in respect of the Services, but excluding any amounts under Dispute; and
- (b) by the Service Provider under any other agreement entered into now or in the future between the Service Provider and the Province that is not related to this Agreement, but excluding amounts in dispute thereunder in accordance with its terms,

may be set-off by the Province against Service Provider Compensation and other charges payable by the Province to the Service Provider under this Agreement, or may be deducted from any sum due or which at any time may become due to the Service Provider under this Agreement. To the extent that there are any amounts owing by the Service Provider to the Province upon the Termination of this Agreement, whether by credits or otherwise, and there are no further Service Provider Compensation to set-off such amounts, then the Service Provider will pay such amounts directly to the Province.

ARTICLE 12 – PRIVACY, SECURITY AND CONFIDENTIALITY

12.1 Privacy Obligations.

The Service Provider will at all times comply with the obligations and requirements set forth in Schedule 4 (*Privacy Protection Schedule*), as such are amended from time to time in accordance with this Agreement (the "Privacy Obligations").

12.2 Foreign Disclosures.

The Service Provider expressly acknowledges and agrees that it is subject to the laws of British Columbia and the laws of Canada applicable in British Columbia with respect to this Agreement and the performance of the Service Provider's obligations under this Agreement, and it is not subject to any Foreign Disclosure Laws including, without limitation, any orders, directives, rulings, requirements, judgments, injunctions, awards or decrees, decisions, or other requirements issued pursuant to any Foreign Disclosure Laws, or any directions or requests from any Affiliate of the Service Provider in respect of the same, and in each case, related to any Personal Information (each a "Disclosure Order").

The Service Provider will immediately inform the Province if the Service Provider receives a Disclosure Order. Upon receipt of a Disclosure Order, the Service Provider will not disclose any Personal Information in response thereto and the Service Provider will at all times act in accordance with the terms and conditions of this Agreement including, without limitation, the Privacy Obligations. Any breach of this Section will be a Material Breach under this Agreement. The provisions of this Section represent a lawful restriction on the Service Provider, being a Person governed by the laws of British Columbia and the laws of Canada applicable in British Columbia. The Service Provider will flow through the requirements of this Section to any Access Subcontractors, to apply to the Access Subcontractors, *mutatis mutandis*.

12.3 Canadian Entities.

Throughout the Term, the Service Provider will ensure that the Access Subcontractors who are not individuals are corporations, partnerships, limited partnerships, or other similar entities that are incorporated or created under the laws of Canada or under the laws of any province of Canada (each a "Canadian Entity"), and that the Access Subcontractors who are individuals are not Foreign Employed Individuals. Unless agreed otherwise by the Province, and for so long as any Access Subcontractor has or could have any access to, or use or disclosure of, any Personal Information in connection with the performance of the Services under this Agreement, the Service Provider will ensure that:

- (a) in the case of Access Subcontractors who are individuals, the Access Subcontractor are not, and do not become, a Foreign Employed Individual; and
- (b) in all other cases, the Access Subcontractors are and remain a Canadian Entity, and unless otherwise Approved by the Province, a Canadian Entity that is Corporately Controlled by a Canadian Entity or by individuals who are not Foreign Employed Individuals.

12.4 Acknowledgement.

The Service Provider acknowledges that in the performance of the Services, the Service Provider will be given access to and Custody of highly confidential and sensitive information, including Personal Information, and that the confidentiality, privacy and security of such information, and in particular the Personal Information, is of paramount importance to the Province.

12.5 Confidentiality Generally.

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

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

12.6 Disclosure of Personal Information.

In respect of Personal Information, the Service Provider will not disclose to any Person or allow any Person to access or use, and will ensure that none of its employees or Subcontractors disclose to any Person or allow any Person to access or use, the Personal Information, except:

- (a) if, and in the manner expressly permitted pursuant to, the Privacy Obligations or to the provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (b) as expressly Approved by the Province; or
- (c) pursuant to an order of a Canadian court of competent jurisdiction in accordance with Section 12.7 (*Court Ordered Disclosure*).

12.7 Court Ordered Disclosure.

If the Service Provider is required, in order to satisfy any Applicable Laws, to disclose to any Person or to allow any Person to have access to any Personal Information other than as permitted in Subsections 12.6(a) to (b) (*Disclosure of Personal Information*), then the Service Provider will not disclose or allow access to the same unless and until the Service Provider:

- (a) has provided the Province with written notice of such requirement;
- (b) the Service Provider and the Province (at the Province's option) have appeared before a Canadian court having competent jurisdiction; and
- (c) such Canadian court has ordered that the Service Provider disclose or allow access to the Personal Information.

ARTICLE 13- INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

13.1 Ownership and Delivery of Material

The Province exclusively owns all property rights in the Material which are not intellectual property rights. Without limiting any other provision of this Agreement, the Service Provider must deliver any Material to the Province immediately upon the Province's request.

13.2 Matters Respecting Intellectual Property

The Province exclusively owns all intellectual property rights in:

- (a) Received Material that the Service Provider receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

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

13.3 Rights in relation to Incorporated Material

Upon any Incorporated Material being embedded or incorporated in the Produced Material, and to the extent that it remains so embedded or incorporated, the Service Provider grants to the Province:

- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
- (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 13.3(a).

13.4 Rights in relation to the Screening Tool

The Service Provider grants to the Province, with effect as of the Termination Date:

- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of the Screening Tool, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute the Screening Tool; and
- (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 13.4(a).

ARTICLE 14- AUDIT, INSPECTION AND INVESTIGATION RIGHTS

14.1 Access Rights.

During the Term, and for a period of seven (7) years after the end of the Term, upon prior written request of the Province, except where such prior notice is not required pursuant to the express provisions of this Article 14 (*Audit Rights*) or any other express provisions of this Agreement, the Service Provider will provide the Province and its auditors and other authorized representatives of the Province with access to the following including, where applicable and practicable to do so, with electronic access, to:

- (a) all the Province Records or Personal Information related to the Services then in the Custody of the Service Provider, wherever maintained;
- (b) any System that contains such Province Records or Personal Information related to 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 Province Records or Personal Information are maintained or stored.

14.2 Examinations and Copies.

During the Term, upon the prior written request of the Province, the Service Provider will permit the Province and its auditors and their respective authorized representatives, during business hours, to examine and make copies of any computer-stored data, correspondence, accounting procedures and practices, and any other relevant supporting financial or operational data including, without limitation, invoices, payments, claims and receipts, and in all cases pertaining to the Services, which will be made available by the Service Provider to the Province and its auditors, and their respective authorized representatives, in British Columbia. Both Parties acknowledge and agree that nothing in this Section will in any way limit or restrict the confidentiality obligations as set forth in Article 12 (*Privacy, Security and Confidentiality*) or as otherwise contemplated by this Agreement.

14.3 Inspection and Investigation Rights.

The Province will have the right, at any time and without prior notice to the Service Provider, either directly or through its representatives, to inspect all or any matters in respect of the Services performed by or on behalf of the Service Provider under this Agreement, and to perform investigations in respect of any matter of concern to the Province or any matter which the Province otherwise becomes aware of in connection with the Services under this Agreement. For clarity, the Province's right as described in the foregoing paragraph includes the right to attend sessions provided to Program Participants by the Service Provider.

The Province will make reasonable efforts in exercising such right of inspection or investigation to not hinder or interfere with the performance of the Services by the Service Provider under this Agreement. For greater clarification, the Province acknowledges that to the extent that any such exercise of the Province's right of inspection or investigation directly hinders or interferes with the Service Provider's ability to deliver Services under this Agreement, then the Service Provider will not be responsible for any Service failure resulting therefrom. The Service Provider will provide the Province and its representatives with all reasonable assistance in connection with any such inspections and investigations.

14.4 Audit Rights.

The Province may appoint an internal or external auditor or other professional advisor at any time and from time to time to review and confirm or verify, in respect of any Contract Year, any aspect of this Agreement and the Services performed under this Agreement.

14.5 Costs.

The costs of any inspections, investigations and audits will be dealt with in accordance with the following provisions:

- (a) except as set forth in paragraph (b) below, the Province will pay its costs and expenses of any investigations and inspections under Section 14.3 (*Inspection and Investigation Rights*), and the costs and expenses of any auditor or other professional advisor retained by the Province to conduct or assist with an audit under Section 14.4 (*Audit Rights*). The Service Provider will pay, and will not seek reimbursement from the Province, for the Service Provider's (or its Subcontractors') costs incurred in connection with any inspection or investigation under Section 14.3 (*Inspection and Investigation Rights*), or any audit conducted pursuant to Section 14.4 (*Audit Rights*), including the cost of the time and effort of the Service Provider and its Personnel, to comply with the requests and requirements of an inspector, investigator, auditor or other professional advisor in respect of the same;
- (b) where an investigation, inspection or audit reveals a material Deficiency (as determined by the Province, acting reasonably) as a result of the acts or omissions of the Service Provider (or of those Persons for whom the Service Provider is responsible at law or pursuant to the terms of this Agreement), the costs of such inspection, investigation or audit, including the costs of other professional advisors retained by the Province to conduct the same, will, at the option of the Province, be paid by the Service Provider, in which case the following provisions will apply:
 - (i) such costs will not be recovered from or reimbursed by the Province to the Service Provider,

- (ii) if any such costs are paid by the Province, then the Province will be entitled to reimbursement of such costs from the Service Provider,
- (iii) any such costs payable by the Service Provider will be payable upon receipt by the Service Provider of an invoice from the Province in respect of such costs, and
- (iv) upon correction of the material Deficiency so identified, and if so requested by the Province, the Service Provider will undertake a new audit, at the Service Provider's expense, to confirm that such material Deficiency has been fully addressed and remedied. The Service Provider will promptly provide the results of such audit to the Province upon the Service Provider's receipt of the same.

ARTICLE 15 – GENERAL DUTIES AND OBLIGATIONS

15.1 General Duties and Obligations of Service Provider.

At all times during the Term and without limiting the other provisions set forth in this Agreement, the Service Provider agrees to perform, and to cause its directors, officers, employees, Affiliates, and Subcontractors to perform, its obligations under this Agreement and to deliver the Services as follows:

- (a) in compliance with all of the terms and conditions of this Agreement and all other documents referenced in this Agreement;
- (b) in accordance with the standard of care set forth in Section 4.3 (*Standard of Care*);
- (c) in accordance with any Change Orders;
- (d) in compliance with all applicable Province Policies which have been provided or otherwise communicated by the Province to the Service Provider from time to time, and in accordance with the Change Order Process; and
- (e) in compliance with all Applicable Laws.

15.2 FOIPPA Inspections.

The Service Provider acknowledges that under the *Freedom of Information and Protection of Privacy Act* (British Columbia), the Commissioner has the power to obtain information and evidence from persons other than the Province in the course of conducting an investigation or an inquiry under that Act. Accordingly, the Service Provider will cooperate with respect to investigations or inquiries of the Commissioner under that Act regarding Province or Personal Information related matters, and in respect of any information to which the Commissioner is entitled to under such Act.

15.3 Licenses and Permits.

At all times during the Term, the Service Provider will, at its own cost, obtain and maintain in full force and effect all licenses and permits issued by any Governmental Authority which are required or desirable for the proper performance of the Services, or otherwise required or desirable for the performance and completion of the transactions contemplated in this Agreement.

ARTICLE 16 – REPRESENTATIONS, WARRANTIES AND COVENANTS

16.1 Province Representations and Warranties.

The Province represents, warrants and covenants as follows to the Service Provider, as of the date of this Agreement and throughout the Term, and acknowledges and confirms that the Service Provider is relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) the Province has the power and authority to enter into, execute and deliver this Agreement, which has been duly executed and delivered by the Province;
- (b) the Province has the power and authority to perform its obligations under this Agreement; and
- (c) neither the execution and delivery of this Agreement nor the compliance with the terms thereof by the Province:
 - (i) has resulted or will result in a violation of any Applicable Laws, or
 - (ii) requires the Approval or consent of any Person or any Governmental Authority except such as has been obtained as of the date of this Agreement.

16.2 Service Provider Representations, Warranties and Covenants.

The Service Provider represents, warrants and covenants as follows to the Province, as of the date of this Agreement and (except as otherwise noted) throughout the Term, and acknowledges and confirms that the Province is relying upon such representations, warranties and covenants in entering into of this Agreement:

Corporate Existence and Structure

- (a) the Service Provider is a corporation duly incorporated and validly existing under the laws of British Columbia and is in good standing with respect to the filing of annual returns thereunder;
- (b) the Service Provider has, and throughout the Term will maintain, its registered office within the Province of British Columbia;
- (c) the majority of the Service Provider's directors are resident in British Columbia;

Power, Capacity and Legal Authority

- (d) the Service Provider has all necessary corporate power, capacity and legal authority to enter into, execute and deliver this Agreement and to perform its obligations under this Agreement, and this Agreement constitutes a legal, valid and binding obligation of the Service Provider enforceable against the Service Provider in accordance with its terms;

No Violation

- (e) neither the execution and delivery of this Agreement nor the compliance with the terms of this Agreement by the Service Provider:
 - (i) has resulted or will result in a violation of any Applicable Laws,

- (ii) has resulted or will result in a breach of, or constitute a default under, the Service Provider's constituting documents, any shareholders' agreement to which it is a party, or any shareholder or directors' resolutions,
- (iii) has resulted or will result in a breach of, or constitute a default under, any instrument or agreement to which the Service Provider is a party or by which the Service Provider is bound, or
- (iv) requires the Approval or any consent of any Person or any Governmental Authority except such as has been obtained as of the date of this Agreement;

Permits, Approvals and Operating Matters

- (f) the Service Provider holds, and will hold throughout the Term, all material permits, approvals, authorizations and consents that may be required from any Person or Governmental Authority in order for the Service Provider to perform its duties and obligations pursuant to the terms of this Agreement and to provide the Services as contemplated under this Agreement;
- (g) the Service Provider has filed all tax, corporate information and other returns required to be filed under all Applicable Laws, has complied with all workers compensation legislation and other similar legislation to which it may be subject, and has paid all Taxes, fees and assessments calculated to be due by it under those laws as of the date of this Agreement;
- (h) the Service Provider has, and throughout the Term will maintain, sufficient and appropriate assets and Personnel to enable the Service Provider to perform and fulfill its obligations under this Agreement and to perform the Services in accordance with the terms of this Agreement;

Litigation, Proceedings and Limiting Agreements

- (i) as of date of this Agreement, there are no suits, actions, proceedings, judgments or orders outstanding or, to the knowledge of the Service Provider, threatened against or affecting the Service Provider or any of its assets by or before any court, tribunal, board or other Governmental Authority that would, if adversely determined, have a material adverse effect on, or materially adversely restrict or impair the performance by, the Service Provider of its duties and obligations under this Agreement or the performance of the Services pursuant to the terms of this Agreement;
- (j) as of the date of this Agreement, there are no material labour actions, proceedings, grievances, judgments or orders outstanding or, to the knowledge of the Service Provider, threatened against or affecting the Service Provider by or before any court, tribunal, board or other Governmental Authority, which could have a material adverse effect on, or materially adversely restrict or impair the performance by, the Service Provider of its duties and obligations under this Agreement or the performance of the Services pursuant to the terms of this Agreement;

Insolvency

- (k) the Service Provider is not insolvent, is able to pay its debts as they become due in the ordinary course of business, and the entering into of this Agreement and the other

Transaction Documents and the performing of its obligations under this Agreement and the other Transaction Documents will not render the Service Provider insolvent or unable to pay its debts as they become due;

Miscellaneous

- (l) all information provided by the Service Provider to the Province in the course of responding to the RFP prior to entering into this Agreement was true and correct in all material respects and was not intentionally misleading at the time of disclosure, and the Service provider has not intentionally failed to disclose any further information which failure would make the information previously disclosed misleading;
- (m) the Service Provider is under no current obligation or restriction, nor will it knowingly assume any such obligation or restriction that does or could in any way interfere or conflict with, or that does or could present a conflict of interest concerning, the performance of the Service Provider's obligations and the providing of the Services under the terms of this Agreement; and
- (n) the Service Provider has no knowledge of any material fact or matter not disclosed to the Province by the Service Provider which, if known by the Province, might be reasonably expected to deter the Province from entering into this Agreement or completing the transactions contemplated in this Agreement, or that might materially adversely affect the ability of the Service Provider to perform its obligations under this Agreement.

16.3 No Guarantee of Service Volumes.

The Service Provider acknowledges and agrees that the Province makes no representation or warranty as to the nature, timing, quality, quantity or volume of Services required from the Service Provider under this Agreement, or the volume of business or any particular type of transaction or other measurable matter that will be handled by the Service Provider in providing the Services under this Agreement, or the compensation that may be earned by the Service Provider under this Agreement. The Province has advised the Service Provider, and the Service Provider acknowledges, that historic information with respect to the Services or such business, including any particular type of transaction or other measurable matter, may not be representative of the future nature, timing, quality, quantity or volume of Services that will be required under or performed by the Service Provider under this Agreement, or the volume of business or any particular type of transaction or other measurable matter that will be handled by the Service Provider in connection with this Agreement.

ARTICLE 17 – INDEMNIFICATION

17.1 Indemnification by the Service Provider.

The Service Provider must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends (each a "Loss"), to the extent the Loss is directly or indirectly caused or contributed to by:

- (a) any act or omission by the Service Provider or by any of the Service Provider's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
- (b) any representation or warranty of the Service Provider being or becoming untrue or incorrect.

ARTICLE 18 – INSURANCE

18.1 Insurance.

The Service Provider must, without limiting the Service Provider's obligations or liabilities and at the Service Provider's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:

- (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured with respect to the operations of the Service Provider,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or adverse material change, and
 - (iii) include a cross liability clause.
- (b) Professional (Errors and Omissions) Liability in an amount not less than \$1,000,000 per claim insuring the Service Provider's liability resulting from errors and omissions in the performance of professional services provided by their Registered Clinical Counsellors and Registered Social Workers under this Agreement, and this insurance must be endorsed to provide the Province 30 days advance written notice of cancellation.

All required insurance must be primary and not require the sharing of any loss by any insurer of the Province.

The Service Provider must provide the Province with evidence of all required insurance as follows:

- (a) within 10 Business Days of commencement of the Program Services, the Service Provider must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
- (b) if any required insurance policy expires before the end of the Term, the Service Provider must provide to the Province, within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
- (c) despite paragraph (a) or (b) immediately above, if requested by the Province at any time, the Service Provider must provide to the Province certified copies of the required insurance policies.

The Service Provider must obtain, maintain and pay for any additional insurance which the Service Provider is required by law to carry, or which the Service Provider considers necessary to cover risks not otherwise covered by insurance specified in this Article 18 in the Service Provider's sole discretion.

The Service Provider will cause its Subcontractors to purchase and maintain at all times during the term of their subcontract the types and amounts of insurance required above that are relevant to the services they are performing.

18.2 Adequacy of Insurance.

The Service Provider acknowledges that any requirement or advice by the Province as to the amount of coverage under any policy of insurance does not, and will not be deemed to, constitute a representation by the Province that the amount required under such insurance is adequate, and the Service Provider acknowledges and agrees that it is solely responsible for obtaining and maintaining its own policies of insurance in such amounts as the Service Provider will determine to be appropriate and adequate, subject to the minimum requirements set out above. In addition, the Service Provider must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Service Provider's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

ARTICLE 19 – DISPUTE RESOLUTION

19.1 Informal Dispute Resolution.

In the event of a Dispute, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- (a) the Parties must initially attempt to resolve the Dispute through collaborative negotiation;
- (b) if the Dispute is not resolved through collaborative negotiation within 15 Business Days of the Dispute arising, the parties must then attempt to resolve the Dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
- (c) if the Dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the Dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*;
- (d) unless the Parties otherwise agree in writing, an arbitration or mediation will be held in Vancouver, British Columbia;
- (e) unless the Parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the Parties must share equally the costs of a arbitration or mediation other than those costs relating to the production of expert evidence or representation by counsel; and
- (f) the decision of the arbitrator will, for all purposes of this Agreement, be binding on the Parties.

19.2 Exceptions to Dispute Resolution Procedure.

The provisions of this Article 19 (*Dispute Resolution*) will not be construed to prevent a Party from:

- (a) seeking a temporary restraining order or injunctive or other equitable relief with respect to a breach (or attempted breach) of this Agreement by the other Party, to the extent such remedies are available to a Party pursuant to Applicable Law (including, without limitation, the *Crown Proceeding Act* (British Columbia)); or
- (b) instituting litigation or other formal proceedings to the extent necessary and available pursuant to Applicable Law;

- (i) to enforce arbitration awards or orders for injunctive or other similar relief,
- (ii) to avoid the expiration of any applicable limitations period, or
- (iii) to preserve a position with respect to other creditors.

ARTICLE 20 – DEFAULT AND TERMINATION

20.1 Service Provider Material Breach.

The Service Provider will be in material breach of its obligations under this Agreement upon the occurrence of any one or more of the following events (each a “**Material Breach**”):

- (a) an Event of Insolvency in respect of the Service Provider;
- (b) if the Service Provider ceases or threatens to cease to carry on business;
- (c) any direct or indirect assignment of this Agreement by the Service Provider contrary to the provisions of Section 22.2 (*Assignment by the Service Provider*);
- (d) there is, without the Approval of the Province, a corporate or other similar structural reorganization of the Service Provider, except for those corporate or other similar structural reorganizations that:
 - (i) do not result in a direct or indirect assignment of this Agreement by the Service Provider contrary to the provisions of Section 22.2 (*Assignment by the Service Provider*), and
 - (ii) there is no increased risk of a breach of, or an actual breach of, the Privacy Obligations, as determined by the Province in its sole discretion;
- (e) any disclosure of Personal Information pursuant to a Disclosure Order, where any director, officer or manager of the Service Provider or its Subcontractors (or any other Person having similar authority to the foregoing) authorizes, permits or acquiesces in the disclosure of Personal Information pursuant to a Disclosure Order;
- (f) any storing, allowing access to, disclosure or use of Personal Information contrary to the provisions of *Freedom of Information and Protection of Privacy Act* (British Columbia) (without the prior written Approval of the Province as may be permitted under *Freedom of Information and Protection of Privacy Act* (British Columbia)); provided that, before the Province requires, in its sole discretion, that the occurrence thereof constitutes a “Material Breach” under this paragraph (f), the Province will have regard to all of the surrounding circumstances including, without limitation, the nature and significance of the breach, the compliance by the Service Provider and its Subcontractors (to the extent applicable) with the Province Policies and the Privacy Obligations, whether such breach is an isolated occurrence and the bearing thereof on the significance of the breach, and the steps and actions taken by the Service Provider (and its Subcontractors, to the extent applicable) to remedy or otherwise deal with the breach (including taking appropriate action against the Person or Persons involved) and the effectiveness and timeliness of such steps and actions so taken, and whether or not the Personal Information in questions has been successfully recovered and whether it was used in any unauthorized way prior to

such recovery (it being understood that such consideration will in no way prevent or prohibit the Province from determining that such breach constitutes a "Material Breach");

- (g) failing to report the disclosure of Personal Information that is referred to under paragraph (f) above to the Province, provided that the Service Provider will not have committed a Material Breach of this Agreement pursuant to this paragraph (g) until such time as an individual who is a director, officer, or manager is aware, or ought to have been aware, of such unauthorized access, disclosure or use of Personal Information, and has been provided with reasonable opportunity to report such unauthorized access, disclosure or use to the Province;
- (h) any theft, fraud or other misappropriation of Province funds by the Service Provider, its Personnel or its Subcontractors;
- (i) any matter that is described in this Agreement as constituting a "Material Breach" for which no cure period is provided, and if a cure period is provided, then upon the failure of the Service Provider to rectify such breach within the applicable cure period therefor, or where such breach is not capable of being rectified within such cure period, then if the Service Provider fails to take or continue to take such steps and actions as may be necessary to rectify such breach, and in either case, to the satisfaction of the Province; or
- (j) if the Service Provider breaches or defaults in the performance of any of its other material obligations under this Agreement, which breach or default has an adverse effect upon the Province, and the Service Provider fails to rectify such breach within thirty (30) days (or such longer period as may be agreed to by the Province on a case-by-case basis) of its receipt of a written notice from the Province requesting it to do so, where such breach is not capable of being rectified within thirty (30) days (or such longer period as may be agreed to by the Province on a case-by-case basis), the Service Provider fails to take or continue to take such steps and actions as may be necessary to rectify such breach, and in either case, to the satisfaction of the Province.

20.2 Remedies of the Province.

Without the requirement for the Province to resort to the dispute resolution process under Article 19 (*Dispute Resolution*) and without limiting any other rights or remedies that the Province may have at law, in equity, or as otherwise set forth in this Agreement, upon the occurrence of a Material Breach, or at any time thereafter, the Province may, at its option, and upon delivery of a Termination Notice, terminate this Agreement with immediate effect or on a future date specified in the Termination Notice, subject to the expiration of any time period specified under Section 20.1(j).

ARTICLE 21– PROGRAM COMPLETION SERVICES AND TERMINATION SERVICES

21.1 Program Completion Services.

The Service Provider agrees that, unless the Province in its sole discretion elects to provide written notice that the Service Provider need not do so, the Service Provider will during the period of twelve (12) months that begins on the Termination Date (the "**Program Completion Period**") provide the Province with the following services (collectively, the "**Program Completion Services**"), with minimal disruptions or adverse effect to the delivery of the Services:

- (a) The continuation and completion of the Program Services in respect of all Program Participants who, as of the Termination Date, have registered with the Service Provider and have paid to the Service Provider an amount equivalent to the Service Provider Compensation.

During the Program Completion Period, all of the provisions of this Agreement will apply to the Program Completion Services, *mutatis mutandis*, as if the Term had not ended on the Termination Date.

In the event that the Program Completion Services are completed, to the reasonable satisfaction of the Province, prior to the end of the Program Completion Period, the Program Completion Period will be deemed to have ended as of the date on which the Province provides written notice to the Service Provider as to the satisfactory completion of the Program Completion Services.

If, at the end of the Program Completion Period, the Program Services have not been completed in respect of any Program Participants, then the Service Provider will have no further obligation with respect to those Program Participants.

21.2 Termination Services.

If, during the last six (6) months of the Term, the Province requests by way of written notice that the Service Provider do so, the Service Provider will provide the following services (collectively, the "Termination Services") to the Province:

- (a) if the Province intends to consider the use of an Alternative Service Provider following the end of the Term, assistance to the Province with respect to its describing the Services that will be the subject of a competitive procurement process, bid specification or similar document in respect of the Services;
- (b) cooperation with and assistance to the Province or the Alternative Service Provider in order to facilitate the transfer of the Services to the Province or the Alternative Service Provider, as the case may be, in an orderly, effective and efficient manner and without any material interruptions or adverse effects to the Services so transferred;
- (c) answers to all reasonable questions from the Province or the Alternative Service Provider regarding the Services;
- (d) copies of the Documentation in electronic format, hard copy or both, as may be requested by the Province including, without limitation, a current listing and copies of all documented operational processes and procedures relating to the provision of the Services as outlined in the Documentation; and
- (e) otherwise provide assistance and information requested by the Province in order to enable the smooth transition of the management of the applicable Services from the Service Provider to the Province or the Alternative Service Provider.

21.3 Charges for Program Completion Services and Termination Services.

During the Term, the Service Provider will provide the Termination Services in the ordinary course of its delivery of the Services at no additional cost or charge to the Province or to Program Participants, and during the Program Completion Period, the Service Provider will provide the Program Completion Services in the ordinary course of its delivery of the Services at no additional cost or charge to the Province.

21.4 Equitable Remedies of the Province in relation to Program Completion Services.

The Service Provider acknowledges that the Province would suffer irreparable harm if the Service Provider breached (or attempted or threatened to breach) its obligations to provide Program Completion Services to the Province in accordance with and pursuant to the terms of this Agreement. In such event, the Province may proceed directly to a court of competent jurisdiction without having to exhaust or utilize the Dispute Resolution Process set forth in Article 19 (*Dispute Resolution*). If such court should find that the Service Provider has breached (or attempted or threatened to breach) any such obligations, then the Service Provider will not, without any additional findings of irreparable injury, harm or other conditions to injunctive relief, oppose the entry of an appropriate order compelling performance by the Service Provider and restraining the Service Provider from any further breaches (or attempted or threatened breaches) of its obligation to provide Termination Services hereunder.

21.5 Other Liabilities.

For greater clarification, in no event will the Province or the Alternative Service Provider assume or be liable for, and the Service Provider hereby agrees to indemnify the Province and any Alternative Service Provider from and against, any liabilities or obligations of the Service Provider not expressly assumed under this Agreement or in any other written agreement signed by the Province or the Alternative Service Provider, as the case may be.

ARTICLE 22- ASSIGNMENT

22.1 Assignment by Province.

The Province may assign at any time, in its sole discretion, and without the Approval of the Service Provider but upon prior written notice, this Agreement in whole or in part, or sublicense any right or benefit set forth in this Agreement to any government, public sector or Crown entity, body or authority. Nothing in this Section will limit, or be deemed to limit, any rights granted in this Agreement with respect to Alternative Service Providers.

22.2 Assignment by Service Provider.

The Service Provider will not, either directly or indirectly, in whole or in part, assign this Agreement or any rights, duties, obligations or interests of the Service Provider under this Agreement, without the prior written consent of the Province, which consent may be given or withheld in the sole and absolute discretion of the Province. For the purpose of this Agreement, the following will, without limiting the foregoing sentence, be deemed to be an assignment:

- (a) the amalgamation of the Service Provider with any other entity other than amalgamations with other Affiliates of the Service Provider that do not:
 - (i) cause a change in the Corporate Control of the Service Provider that would not be permitted under paragraph (d) below,
 - (ii) result in direct foreign ownership of any kind of the Service Provider, or
 - (iii) result in the Service Provider ceasing to be a Canadian Entity;
- (b) an assignment by operation of law (but not including assignments by operation of law as a result of amalgamations permitted under paragraph (a) above);

- (c) a sale of all or substantially all of the assets or undertaking of the Service Provider;
- (d) a direct change in the Corporate Control of the Service Provider; or
- (e) any direct foreign ownership of any kind of the Service Provider.

Any attempt by the Service Provider to so assign all or any part of this Agreement or any of the Service Provider's rights, duties, obligations or interests under this Agreement, without the prior written consent of the Province, will be null and void and without effect, and will constitute a Material Breach of this Agreement under Subsection 20.1(i) (*Service Provider Material Breach*), giving rise to the right of the Province to terminate this Agreement. For greater clarification, at no time will the Province consent to any assignment where such assignment could in any manner expose any Personal Information to any increased risk of access, use or disclosure contrary to the terms of this Agreement. Notwithstanding the foregoing, the Subcontracting by the Service Provider of any of its rights, duties, obligations or interests under this Agreement in accordance with the provisions of Article 8 (*Subcontractors*) will not constitute or be deemed to constitute an assignment under this Section 22.2 (*Assignment by Service Provider*).

ARTICLE 23 – CONTRACTUAL RELATIONSHIP

23.1 Relationship of the Parties.

Except as otherwise set forth in this Agreement:

- (a) nothing in this Agreement will be construed to grant the Service Provider any right to act as an agent for or on behalf of the Province, including with respect to the Program Participants, third parties or any other Person; and
- (b) the Service Provider has no authority to bind, and will not bind or purport to bind, the Province with respect to any such Program Participants, third parties or any other Person with respect to the performance of the Services or any matter relating to the Services, without the express Approval of the Province.

23.2 No Partnership or Joint Venture.

This Agreement establishes, and will only be construed as establishing, a contract between unrelated business entities for the provision of certain services, and does not and will not be construed or deemed to create or constitute a partnership or joint venture relationship between the Parties. Each Party hereby expressly disclaims any intention to create a partnership or a joint venture with respect to the subject matter of this Agreement. Each Party will be independently and solely responsible for all obligations arising in connection with its own employees (including any obligations incumbent upon such Party as an employer, such as the payment of benefits, and the withholding and remittance of applicable source deductions, in respect of its employees).

23.3 Conflict of Interest.

At no time during the Term will the Service Provider or its Personnel directly or indirectly engage in any activity, business or undertaking 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 (it being acknowledged by the Parties that the different economic interests of the Parties in and of itself will not be deemed to be a conflict of interest under this Section).

ARTICLE 24 – MISCELLANEOUS

24.1 Notice.

Unless specifically provided otherwise in this Agreement, wherever any notice, communication, demand, invoice, Approval or other document is required or permitted to be given, sent or delivered by one Party to another under this Agreement, then it will be in writing and may be delivered personally, by facsimile or sent by a recognized courier service (and for greater clarification, no notice, demand or Approval required or permitted to be given under this Agreement will be, or be deemed to be, effective or delivered if given by email). Any such notice, communication, demand, invoice, Approval or other document so personally delivered or sent by facsimile or courier will be deemed to be given when actually received and will be addressed as follows:

To the Province:

The Province of British Columbia
RoadSafetyBC
4th Floor, 940 Blanshard Street
Victoria British Columbia
V8W 9J2

Attn: Superintendent of Motor Vehicles

Fax: 250-356-5577

To the Service Provider:

Stroh Health Care Consulting Corp.
300-1530 56th Street
Delta, British Columbia
V4L 2A8

Attn: Dr Carl Stroh

Fax: 604-948-4913

Either Party may change its address or facsimile number for notices upon giving prior written notice of the change to the other Party in the manner provided above.

24.2 Appropriation and Approvals.

Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Service Provider under this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* (British Columbia), to enable the Province to make that payment; and
- (b) Treasury Board, as defined in the *Financial Administration Act* (British Columbia), not having controlled or limited, under the *Financial Administration Act* (British Columbia), expenditure under any appropriation referred to in paragraph (a) above.

24.3 Severability.

If any provision contained in this Agreement or its application to any Person or circumstance will, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to Persons or circumstances other than those to which it is held invalid or unenforceable, will not be affected, and each provision of this Agreement will be separately valid and enforceable to the fullest extent permitted by law. In respect of any provision determined to be unenforceable or invalid in a court having competent jurisdiction, the Parties agree to negotiate in good faith to replace the unenforceable or invalid provision with a new provision that is enforceable and valid in order to give effect to the business intent of the original provision to the extent permitted by Applicable Law, and in accordance with the intent of this Agreement.

24.4 Entire Agreement.

This Agreement and the Schedules to this Agreement constitute the entire agreement among the Parties with respect to the subject matter hereof, and cancel and supersede any other prior agreements, undertakings, declarations, commitments, representations, warranties, conditions, promises and understandings, whether written or oral, express or implied, statutory or otherwise among the Parties with respect to the subject matter of this Agreement.

24.5 Amendments.

No term or provision of this Agreement may be amended except by written instrument signed by each of the Parties, by a Change Order as contemplated in Article 5 (*Change Order Process*), or by a unilateral notice of declaration given or made by one Party pursuant to the terms of this Agreement, in respect of a change or amendment that such Party is entitled to make under the terms of this Agreement without the requirement for the Approval of the other Party, if any.

24.6 Waiver.

Failure by a Party to insist in any one or more instances upon the strict performance of any one of the terms, provisions or covenants contained in this Agreement will not be construed as a waiver or relinquishment of such term, provision or covenant. No consent or waiver, express or implied, by a Party to or of any breach or default by another Party in the performance by such other Party of any term, provision or covenant under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default such other Party under this Agreement. No waiver of any breach of any term, provision or covenant of this Agreement will be effective or binding unless made in writing and signed by the waiving Party.

24.7 Further Assurances.

Each of the Parties will, from time to time, execute and deliver all such further documents and instruments and do all such further acts and things as the other Party may reasonably require to carry out or better evidence or perfect the full intent and meaning of this Agreement.

24.8 Obligations as Covenants.

Each obligation of a Party in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

24.9 Survival.

Unless otherwise provided in this Agreement, the following provisions, including the obligations of the Service Provider and the Province thereunder will survive the expiration or termination of this Agreement:

- Section 1.5 (*Acting Reasonably*);
- Section 6.2 (*Publicity*);
- Section 8.1 (*Responsibility for Subcontractors*);
- Section 10.1 (*Maintenance of Records*);
- Section 10.2 (*Custody of Province Records*);
- Section 10.3 (*Control of Province Records*);
- Section 10.4 (*Final Return of Province Records*);
- Section 11.2 (*Right of Set-Off*);
- Section 12.2 (*Foreign Disclosure*);
- Section 12.5 (*Confidentiality Generally*);
- Section 12.6 (*Disclosure of Personal Information*);
- Section 12.7 (*Court Order Disclosure*);
- Article 13 (*Intellectual Property and Proprietary Rights*);
- Section 15.2 (*FOIPPA Inspections*);
- Article 17 (*Indemnification*);
- Article 19 (*Dispute Resolution*);
- Section 22.2 (*Assignment by Service Provider*);
- Section 24.9 (*Survival*);
- any other provisions of this Agreement which are required for the proper interpretation thereof.

In addition, any liabilities or obligations of either Party arising before Termination of this Agreement or arising out of the events causing such Termination, and any damages or other remedies to which a Party may be entitled under this Agreement, whether at law or in equity, arising from any breach of such obligations of a Party and any other provisions herein, the nature and intent of which is to survive Termination of this Agreement, will survive and will not be affected by the expiration or Termination of this Agreement.

24.10 Governing Law.

This Agreement will be governed by and construed in accordance with the laws, other than choice of law rules, of the Province of British Columbia. Any matter regarding the interpretation and application of this Agreement will, subject to Article 19 (*Dispute Resolution*), be within the exclusive jurisdiction of the courts of British Columbia, as stipulated in the following paragraph.

Subject to Article 19 (*Dispute Resolution*), the Parties irrevocably agree to and hereby accept and attorn to the exclusive jurisdiction of the Courts of British Columbia for any and all Claims that they may have related in any way to this Agreement, and all Disputes relating hereto or hereunder, and the Parties irrevocably covenant and agree not to commence any action or bring any Claim in any forum whatsoever, be it domestic, foreign or international (including, but not limited to the *North American Free Trade Agreement*), relating in any way to this Agreement or any Dispute relating hereto or hereunder.

24.11 No Fettering of Legislative Authority.

The Service Provider expressly acknowledges and agrees that nothing in this Agreement will be construed as an agreement by the Province to restrict, limit or otherwise fetter in any manner the Province's ability to introduce, pass, amend, modify, replace, revoke or otherwise exercise any rights or authority regarding legislation, regulations, policies or any other authority of the Province.

24.12 Binding Effect.

This Agreement will be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

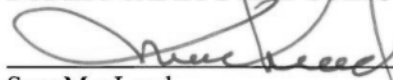
24.13 No Third-Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any Person (other than the Parties and their 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 otherwise be deemed to be a third-party beneficiary under or by reason of this Agreement, unless specifically provided otherwise in this Agreement.

24.14 Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed to be an original. Such counterparts together will constitute one and the same instrument, notwithstanding that all of the Parties are not signatories to the original or the same counterpart.

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA, AS
REPRESENTED BY THE MINISTER OF
PUBLIC SAFETY AND SOLICITOR GENERAL**



Sam MacLeod
Superintendent of Motor Vehicles

STROH HEALTH CARE CONSULTING CORP.

By: 

Dr Carl Stroh, President
I have authority to bind the corporation

SCHEDULE 1

DEFINITIONS

(Section 1.1)

"Access Subcontractor" means a Subcontractor who has, or could have, access to Personal Information.

"Adverse Impact" has the meaning given to it in Section 5.5(g) (*Change Request Process*).

"Affiliate" has the meaning given to it in the *Business Corporations Act* (British Columbia) and in addition, when used in connection with the Service Provider, includes any member of the Service Provider Group.

"Agreement" means this Responsible Driver Program Services Agreement, all Schedules attached to this Responsible Driver Program Services Agreement and the Transaction Documents, as the same may be changed, modified, amended, supplemented or updated from time to time, including by way of Change Orders or as otherwise permitted hereunder.

"Alternative Service Provider" means any Person or Persons designated by the Province from time to time as an alternative service provider for any or all of the Services, but only after such Person or Persons have been so designated by the Province as such.

"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 Canadian or Provincial Governmental Authority, in Canada or in any Province in Canada, which is binding on the Parties (or on one Party as applicable), and in effect from time to time or are otherwise applicable to the performance of the Services, but does not include any law, statute, regulation or by-law, treaty, directive, policy having the force of law, order, judgment, injunction, award or decree of a foreign jurisdiction outside of Canada.

"Approval" means, with respect to any matter, document, action or other thing to be consented to or otherwise approved, that the same action has the prior written approval of the Party in question, and **"Approved"** has a similar meaning.

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

"Canadian Entity" has the meaning given to it in Section 12.3 (*Canadian Entities*).

"Change Order Process" has the meaning given to it in Section 5.4 (*Change Request*).

"Change Order" has the meaning given to it in Section 5.6 (*Change Orders*).

"Change Request" has the meaning given to it in Section 5.4 (*Change Request*).

"Claims" means any and all claims, legal or other proceedings, suits, actions, causes of action, losses, damages, liabilities, costs and expenses (whether accrued, actual, contingent, latent or otherwise), and all reasonable legal fees suffered or incurred by a Person.

"Contract Year" means each twelve (12) month period commencing on April 1 of a particular year and ending on March 31 of the immediately following year, except that the following will apply, as applicable:

- (a) the first "Contract Year" will be a partial "Contract Year" commencing on the Effective Date and ending on March 31, of the immediately following year; and
- (b) the final Contract Year will be a partial "Contract Year" commencing on April 1 in the final year and ending on Termination.

"Control" means the power or authority to manage, restrict, regulate or administer the use or disclosure of a Record.

"Corporate Control" of a corporation or other entity is directly held by a Person where securities of the corporation or other entity to which are attached 50% or more of the votes that may be cast to elect directors or persons acting in a similar capacity of the corporation or other entity are directly held, other than by way of security only, by or for the benefit of such Person, and **"Corporately Controlled"** has corresponding meaning.

"Custody" means to have physical possession and immediate responsibility for the safe-keeping, preservation and protection of a Record.

"Deficiency" means:

- (a) a misstatement or misrepresentation by the Service Provider in its reporting, accounting or record keeping pursuant to this Agreement;
- (b) a failure by the Service Provider to comply with the provisions of this Agreement (including the performance of the Services);
- (c) a failure by the Service Provider to comply with the Province Policies, Applicable Laws, or any other applicable requirements of regulatory bodies and authorities having competent jurisdiction (other than a failure to comply with a Disclosure Order); or
- (d) the occurrence of any fraud, malfeasance or wilful misconduct by the Service Provider in the performance of the Services; or

"Disaster" means any event or circumstance that adversely affects or disrupts (or has the potential to adversely affect or disrupt) the Services, or the ability of the Service Provider or its Subcontractors to otherwise comply with the terms of this Agreement or to otherwise operate their businesses, whether within or outside the control of the Service Provider including, without limitation, any Force Majeure Event or Labour Disruption.

"Disclosure Order" has the meaning given to it in Section 12.2 (*Foreign Disclosures*).

"Dispute" means a dispute, claim, question, difference or disagreement between the Parties arising out of or related to the Services or the Agreement.

"Dispute Resolution Process" means the informal and formal process established under Article 19 (*Dispute Resolution*) for the resolution of Disputes.

"Documentation" means the Manuals and other documentation regarding the capabilities, implementation, installation, operation, application, use or method of performance of that which is being documented, including, as applicable and available, user manuals, business process maps, functional specifications, technical specifications, systems operations manuals, console operations manuals, linking instructions, error logs and reports, scripts, forms, templates, and other manuals and reports, whether in printed or electronic format.

"Effective Date" has the meaning give to it in the first paragraph of this Agreement.

"Event of Insolvency" means the occurrence of any one of the following events regarding the Service Provider or Persons who have Corporate Control of them:

- (a) if such Person:
 - (i) other than in connection with a bona fide corporate reorganization which does not otherwise contravene this Agreement, is wound up, dissolved, liquidated or has its existence terminated or has any resolution passed therefor or makes a general assignment for the benefit of its creditors or a proposal under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors generally, domestic or foreign, including the *Bankruptcy and Insolvency Act* (Canada),
 - (ii) makes an application to the applicable court for a compromise or arrangement under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors generally, domestic or foreign, including the *Companies' Creditors Arrangement Act* (Canada), or
 - (iii) files any written request, application, answer or other document seeking or consenting to any re-organization, arrangement, composition, re-adjustment, liquidation or similar relief for itself under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors generally, domestic or foreign, including any notice of intention to make a proposal pursuant to the *Bankruptcy and Insolvency Act* (Canada);
- (b) if a court of competent jurisdiction enters an order, judgment, or decree against such Person which approves or provides for any reorganization, arrangement, composition, re-adjustment, liquidation, dissolution, winding up, termination or existence, declaration of bankruptcy or insolvency or similar relief with respect to such Person, under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors generally and such order, judgment, or decree remains un-vacated and un-stayed for an aggregate period of sixty (60) days (whether or not consecutive) from the date it is made;
- (c) if any trustee in bankruptcy, receiver, receiver and manager, liquidator or any other officer with similar powers is appointed for or with respect to such Person and that appointment remains in effect for an aggregate period of sixty (60) days (whether or not consecutive) from the date of the appointment; or

- (d) if an encumbrance or anyone acting on behalf of an encumbrancer takes possession of all or substantially all of the property of such Person and remains in possession for an aggregate period of sixty (60) days (whether of not consecutive) from the first date of the taking of possession.

“First Extension Option” has the meaning given to it in Section 2.3 (*Extension Options*).

“Foreign Disclosure Laws” means any laws, statutes, by-laws, treaty, directive, policy having the force of law, order, judgment, injunction, award, decree or other similar matter of any government, legislature (or similar body), court, governmental department, commission, board, bureau, agency, instrumentality, province, state, territory, association, county, municipality, city, town or other political of governmental jurisdiction, whether not or in the future constituted, outside of Canada, that may require, request, or otherwise demand access, use or disclosure of Personal Information, whether to intercept or obstruct terrorism, or for any other reason.

“Foreign Employed Individual” means an individual who has entered into an employment agreement or other similar agreement for the provision of personal services thereunder, whether express or implied by law, with a Person that is not a Canadian Entity.

“Governmental Authority” means any court or governmental department, commission, board, bureau, agency, or instrumentality of Canada, or of any province, state, territory, county, municipality, city, town, or other political jurisdiction, whether domestic or foreign, and whether now or in the future constituted or existing, having competent jurisdiction over the business that is the subject of the Services or over any Party to this Agreement.

“GST” means the tax imposed under Part IX of the *Excise Tax Act* (Canada), as the same may from time to time be amended or replaced.

“Incorporated Material” means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor, but excludes the Screening Tool.

“Liens” means any and all liens, claims, liabilities, security interests, encumbrances, pledges, mortgages or charges of any kind whatsoever.

“Loss” has the meaning given to it in Section 17.1 (*Indemnification by the Service Provider*).

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

“Material Breach” has the meaning given to it in Section 20.1 (*Service Provider Material Breach*).

“Ministry” means the Ministry of Public Safety and Solicitor General of the Province of British Columbia, and any successor thereto.

“Modifications” means all corrections, modifications, enhancements, improvements, supplements or derivative works, and includes interface applications in connection with any Software.

“New Records” means any Record created by the Service Provider or its Subcontractors in the performance of the Services which contains Province Confidential Information or Personal

Information or other similar types of Records relating to the Services performed by the Service Provider, and for greater clarification does not include any Records created or maintained by the Service Provider for internal or management purposes which do not contain any Province Confidential Information or Personal Information.

"Ordinary Course Changes" has the meaning given to it in Section 5.1 (*Ordinary Course Changes*).

"Parties" means the Service Provider and the Province, and **"Party"** means either one of them, as applicable.

"Person" means any natural person, corporation, division of a corporation, partnership, joint venture (which includes a co-ownership), association, company, estate, unincorporated organization, society, trust, government, agency or Governmental Authority.

"Personal Information" means:

- (a) all recorded information that:
 - (i) is about an identifiable individual or is defined or deemed as "personal information" pursuant to any laws or regulations related to privacy or data protection that are applicable to the Province or to the Service Provider (including, without limitation, any information that constitutes "personal information" as such term is defined, from time to time, pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia)), and
 - (ii) is transferred to, collected or compiled by, or is otherwise under the Custody, Control or possession of the Service Provider in connection with or as a result of performing the Services under this Agreement, or is otherwise held by the Service Provider on behalf of the Province; and
- (b) all information that is designated by the Province as "Personal Information".

"Personnel" means the employees and Subcontractors of the Service Provider.

"Privacy Obligations" has the meaning given to it in Section 12.1 (*Privacy Obligations*).

"Produced Material" means records, software and other material, whether complete or not, that are

- (a) produced by the Service Provider or a Subcontractor either before or during the Term, and
- (b) used by the Service Provider or a Subcontractor in providing the Services to the Province,

and includes the Incorporated Material, if any, but specifically excludes the Screening Tool.

"Program" has the meaning given to it in the recitals to this Agreement.

“Program Completion Period” has the meaning given to it in Section 21.1 (*Program Completion Services*).

“Program Completion Services” has the meaning given to it in Section 21.1 (*Program Completion Services*).

“Program Participant” means an individual who has registered to participate in the Program, and **“Program Participants”** has a corresponding meaning.

“Program Services” has the meaning given to it in Subsection 4.1(b) (*Overview of Services*).

“Proposal” has the meaning given to it in Subsection 5.5(b) (*Change Request Process*).

“Province Fees” has the meaning given to it in Schedule 3 (*Service Provider Compensation and Province Fees*).

“Province Marks” has the meaning given to it in Section 6.1 (*Province Marks*).

“Province Policies” means the policies of the Province from time to time;

“Province Records” means all Records containing Personal Information of the Province or the Program Participants, and all Personal Information relevant to the performance of the Services contemplated in this Agreement, and includes any Transferred Records and New Records.

“PST” means all applicable provincial sales or service taxes payable in pursuant to the *Social Services Tax Act* (British Columbia) as the same may from time to time be amended or replaced.

“Publicity Materials” has the meaning given to it in Section 6.2 (*Publicity*).

“Received Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Service Provider or a Subcontractor from the Province or any other person.

“Records” means books, records, reports, documents, maps, 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.

“RFP” means the Request for Proposals, Responsible Driver Program Delivery, issued on January 11, 2016.

“Screening Tool” means the screening interview and scoring methodology used by the Service Provider as part of the provision of the Program Services, and includes any modifications that are made thereto during the Term.

“Second Extension Option” has the meaning given to it in Section 2.3 (*Extension Options*).

“Service Provider” has the meaning given to it in the first paragraph of this Agreement.

“Service Provider Compensation” has the meaning given to it in Schedule 3 (*Service Provider Compensation and Province Fees*).

"Service Provider Mark" has the meaning given to it in Section 6.1 (*Service Provider Marks*).

"Services" has the meaning given to it in Section 4.1 (*Overview of Services*).

"Set-up Services" has the meaning given to it in Section 3.2 (*Set-up Services*).

"Subcontract" means a contract entered into between the Service Provider and a Subcontractor, but does not include Supplier Agreements.

"Subcontractor" means any third party Person engaged by the Service Provider to perform any of the Services on behalf of the Service Provider, but does not include a Supplier.

"Supplier" means a third party supplier for the delivery and provision of non-material and ordinary course goods and services relating to or in connection with the Services contemplated by this Agreement, but expressly excluding Subcontractors.

"Systems" means the hardware, equipment, software and communications equipment which is required or otherwise used in the performance of the Services.

"Taxes" mean any and all taxes, fees, levies, or other assessments, including federal, state, local, or foreign income, capital, profits, excise, real or personal property, sales (including PST), withholding, social security, occupation, use, services, value added (and for greater clarification, including GST and PST), license, net worth, payroll, franchise, severance, stamp, transfer, registration, premium, windfall, environmental, customs duties, unemployment, disability, or any similar taxes imposed by any Taxing Authority together with any interest, penalties or additions to tax and additional amounts imposed with respect thereto (including any fee or assessment or other charge in the nature of or in lieu of any tax) in each case, whether imposed by law or otherwise, and any liability in respect of any tax as a result of being a member of any affiliated, consolidated, combined, unitary or similar group.

"Taxing Authority" means any multinational, national, federal, state, provincial, local, municipal or other government (including any governmental agency, branch, department, official, entity, court or other tribunal and any body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature) responsible for the imposition or collection of any Taxes.

"Term" means the term of this Agreement as set out in Section 2.1, and in includes the First Extension Term and the Second Extension Term as applicable.

"Termination" means the expiry or earlier termination of this Agreement pursuant to the provisions of this Agreement.

"Termination Assistance Period" has the meaning given to it in Section 21.1 (*Termination Services*).

"Termination Date" means the effective date of the expiry or earlier termination of the Term.

"Termination Notice" means a written notice terminating this Agreement given by one Party to the other in accordance with the terms of this Agreement.

"Termination Services" has the meaning given to it in Section 21.1 (*Termination Services*).

“Transferred Records” means those Records transferred by the Province to the Service Provider under the terms of this Agreement.

SCHEDULE 2

PROGRAM SERVICES

1. Background

1.01 Effective February 3, 2016, drivers whose driving records meet criteria in the Motor Vehicle Act Regulations, B.C. Reg. 26/58 are required to participate in the Program under a mandatory remedial model. In this model, alcohol and drug-related prohibitions and convictions are assigned a point value. Remedial requirements are based on the number of remedial program points a driver receives in a five year period. Remedial intervention is cumulative so that there are escalating remedial requirements for continuing to drink or use drugs and drive.

1.02 Drivers must complete the Program within 12 months of the mandatory requirement in order to retain a driver's licence. Drivers may apply for an extension to the completion deadline by written request to RoadSafetyBC and by demonstrating they are unable to complete the Program within 12 months for reasons beyond their control. Drivers do not receive a new Program referral if an active referral already exists. Drivers are not required to complete the Program more than twice in any 5 year period under the mandatory model.

In addition to mandatory requirements, there are also some discretionary Program referrals that are eligible for reconsideration:

- referrals based solely on prohibitions or convictions occurring before February 3, 2016; and
- referrals where a driver's remedial program points total is below or above the total that triggers mandatory remedial requirements.

1.03 Drivers who are subject to a referral or requirement for the Program are not required to comply; however, drivers who do not successfully complete the Program will not be eligible to hold a valid driver's license.

2. General role of the Service Provider

2.01 The Service Provider will be responsible for the provision of the following:

- (a) development, administration and delivery of the Program;
- (b) screening of Program Participants to determine which of two components is the most appropriate - education or counselling;
- (c) an education component that is of eight hours duration;
- (d) a counselling component that is of sixteen hours duration; and
- (e) a post-intervention assessment with recommendations in a final report to RoadSafetyBC.

3. Program development and implementation

3.01 The Service Provider is responsible for the development of all Program material and for the administration and delivery of the Program. The Service Provider

must work with RoadSafetyBC in the development of all Program material. All Program material must be reviewed by RoadSafetyBC prior to use by the Service Provider and RoadSafetyBC will conduct annual reviews in conjunction with the Service Provider to identify potential improvements.

3.02 The Service Provider's responsibilities under this section are as follows:

- (a) development of all materials and procedures for screening, education, counselling, and post-intervention assessment;
- (b) development of a Program manual for use in delivering the Program;
- (c) arranging Subcontractors as required for delivery of the Program to Program Participants;
- (d) arranging physical space and equipment as required for delivery of the Program to Program Participants;
- (e) development and ongoing maintenance of a Program data base which stores Program Participant and Program data; and
- (f) all costs associated with Program delivery to Program Participants.

4. Registration and Fee/Charge Collection

4.01 The Service Provider must establish a toll-free telephone number for Program Participants to call to register for the Program, and ensure that staff are available to answer calls during the hours of 9:00 a.m. to 5:00 p.m. pacific standard time, Monday to Friday, excluding statutory holidays observed in the province. The Service Provider must also have available a fax number for the use of Program Participants.

The Service Provider must answer questions from drivers (who have not yet become Program Participants) and from Program Participants concerning the registration process and the Program. The Service Provider must provide drivers and Program Participants with an extra copy of the registration form if necessary. The Service Provider must review each submitted registration form to ensure completion. The Service Provider must notify RoadSafetyBC when a driver registers into the Program.

4.02 The Service Provider must take payment of fees and charges, as described in Schedule 3, from Program Participants at time of registration, and it must accept payment via cheque, money order, and generally accepted credit cards, such as Visa or MasterCard. The Service Provider must provide a Payment Card Industry (PCI) Data Security Standards (DSS)-compliant Internet payment (i.e. e-commerce) solution that allows drivers to pay for the cost of participating in the Program with a credit card over the Internet.

When registration forms or payment are incomplete or inaccurate, the Service Provider is to advise the driver in writing about the missing or inaccurate information or payment.

As more particularly described in Schedule 3, the Service Provider must remit to the Province the aggregate of all "Province Per-Participant Program Fee" if the payment of any Program Participant's Per-Participant Program Fee is not successful for any reason, the Service Provider must not schedule or conduct the

screening for the Program Participant, and, until payment is successfully remitted, the Program Participant must not be considered to have registered in the Program.

5. Screening

5.01 Screening is done to assess the level of risk the Program Participant poses in terms of the tendency to continue to drink or use drugs and drive, and to assign a Program Participant to an appropriate Program component (that is, education or counselling) based on the assessed risk. The screening process and tools must be consistent for each Program Participant.

5.02 Prior to screening, Program Participants must sign a consent that meets the requirements in the Freedom of Information and Protection of Privacy Regulation (British Columbia) for consent to disclosure, authorizing the Province to disclose personal information to the Service Provider. The Service Provider must provide RoadSafetyBC with a copy of the signed consent. RoadSafetyBC must then provide the Service Provider with pertinent Program Participant information including driving record.

The screening process must include a structured interview with the Program Participant and the use of the combination of the following standardized evidence-based screening tools:

- (a) the Research Institute on Addictions Self Inventory (RIASI); and
- (b) any other tools or additions to the RIASI as agreed to by the Service Provider and RoadSafetyBC.

5.03 Screening is to be done either in person or by telephone with the Program Participant. During the screening process, the Service Provider must also provide the Program Participant with any further information concerning the content and expectations of the Program. During the telephone call, the Service Provider must also determine if the Program Participant requires an in person interview based on the Program Participant's special needs (such as physical/mental disability).

5.04 In the event a Program Participant has special needs such as a cognitive or behavioural deficit that precludes participation in the screening process over the telephone, the Service Provider must assess the Program Participant's needs and situation and provide customized screening for the Program Participant, such as in person screening, at no additional charge to the Program Participant or to the Province.

5.05 The screening results must be reviewed by Personnel separate from the person screening to ensure it accurately reflects each Program Participant's risk level. The Service Provider must communicate to the Program Participant the most appropriate remedial component, (education or counseling) based on policies and thresholds approved by RoadSafetyBC. The Service Provider must also provide any further information required on the Program.

- 5.06 The screening process must be consistent for all Program Participants regardless of who delivers it or where it is delivered subject to any variations as described in sections 5.03 and 5.04 or 9.0 "Special Program Participant Circumstances". The Service Provider must ensure that Personnel who conduct screenings are qualified to use the evidence-based screening tools referred to in section 5.02.
- 5.07 RoadSafetyBC will work with the Service Provider to determine the appropriate thresholds to apply to screening results for purposes of determining risk levels. The final decision in regard to scoring thresholds is that of RoadSafetyBC. From time to time during the Term, RoadSafetyBC may direct the Service Provider to alter the scoring thresholds for screening.

6. Education Component

- 6.01 The purposes of the education component are to inform Program Participants of the risks of drinking and drug affected driving, to provide information on the legal consequences of doing so, to provide strategies to successfully deal with peer pressure, to help identify early warning signs of the effects of drugs and alcohol, and to reduce their future risk of drinking or using drugs while driving. Program Participants assigned to this component must be of lower risk to repeat drinking and drug affected driving than those in the counselling component.
- 6.02 The education component must at a minimum consist of lectures, group discussion, videos and/or other media, and written materials, all approved by RoadSafetyBC. Education must be done in person with the Program Participants unless otherwise approved by RoadSafetyBC. The course must follow adult-learning principles. There are to be no passing or failing grades. Program Participants may be required to perform some pre-reading, and complete a pre-course questionnaire.
- 6.03 The education component must address the following education elements:
- a) legal issues around drinking- and drug-affected driving, including federal and provincial laws, sanctions and penalties;
 - b) alcohol consumption effects on blood alcohol concentration and on the time it takes for the body to get rid of alcohol;
 - c) acute effects of alcohol and other drugs on driving skill;
 - d) the consequences of substance use and drinking or using drugs and driving, including alcohol, marijuana, hash, and cocaine (at a minimum);
 - e) physical, psychological and social effects of abusive drinking;
 - f) identifying one's own substance use styles;
 - g) myths around substance use;
 - h) planning for realistic alternative transportation strategies before judgment is impaired; and
 - i) methods of personal improvement such as a personal action plan.
- 6.04 The education component must be offered in groups with a maximum of 12 Program Participants and ideally with a minimum of five Program Participants. In smaller communities with infrequent Program Participant registrations, both education and counselling Program Participants may be combined into one viable group. The education component must be eight hours in duration and may be

offered in varying time formats such as four sessions of two hours each, two sessions of four hours each and one-day sessions of eight hours.

- 6.05 If any Program Participant is not able to participate in the group format of the education component, the Service Provider must assess the Program Participant's capability so as to determine the nature and extent of the limitations and must provide individualized education components as described in 9.0 (Special Program Participant Circumstances). These individualized components must be provided at no increased cost to the Program Participant or to the Province.
- 6.06 At the end of every education component, the Service Provider must submit a final report to RoadSafetyBC in respect of each Program Participant who was a part of it, and the Program Participant's risk of drinking or drug use and driving in the future. The Superintendent will determine if each Program Participant has completed the Program as required.
- 6.07 At the end of every education component, unless otherwise approved by RoadSafetyBC, the Service Provider must solicit anonymous feedback from every Program Participant. This feedback, together with ongoing review of scientific literature and the practices of other jurisdictions by the Service Provider, must be used by the Service Provider to monitor and review the Program's effectiveness.

7. Counselling Component

- 7.01 The purposes of counselling are to assist Program Participants with the development of awareness and insight into the consequences of their behavior and their triggers for drinking or drug use and driving, to help them to accept responsibility, to change their driving behavior, and to reduce their future risk of drinking or using drugs and driving. The counselling component must include Program Participants who have been assessed at the screening stage to have more serious problems with their use of alcohol and/or drugs and their ability to separate such use from driving. More attention is to be centered on dealing with emotional problems without resorting to alcohol or drugs, on relapse prevention and on establishing a healthier lifestyle. In the counselling component, the Service Provider must also provide Program Participants with advice on where to look for further help in dealing with any substance abuse problems.
- 7.02 Program Participants assigned to this component will generally be those who exhibit high risk-taking behaviour but do not necessarily have an alcohol or drug dependency.
- 7.03 The counselling component curriculum must be evidence-based and standardized for all Program Participants. The curriculum must include the elements of the education component that are described above. The curriculum must also include, at a minimum, the following topics:
 - a) the nature of denial;
 - b) self-monitoring of personal drinking or drug habits;
 - c) assessing personal impact of alcohol or drugs;

- d) identifying high risk situations and developing strategies to deal with these situations;
- e) development of a personal action plan; and
- f) contact with self-help groups and other community resources as required.

7.04 Counselling must occur in a group session. Sessions must consist of intensive, interactive counselling in small groups with a maximum of eight people. In smaller communities with infrequent Program Participant registrations, both education and counselling Program Participants may be combined into one viable group.

Counselling must be done in person with Program Participants, not over the phone, for a total of sixteen hours. The Service Provider is to provide a variety of scheduling options that include weekends and evenings. The most common scheduling model must be eight sessions of two hours each over a three month period.

7.05 If any Program Participant is not able to participate in the group format of the counselling component, the Service Provider must assess the Program Participant's capability so as to determine the nature and extent of the limitations and must provide individualized counselling components as described in 9.0 (Special Program Participant Circumstances). These individualized components must be provided at no increased cost to the Program Participant or to the Province.

7.06 At the end of every counselling component, unless otherwise approved by RoadSafetyBC, the Service Provider must solicit anonymous feedback from every Program Participant. This feedback, together with ongoing review by the Service Provider of scientific literature and the practices of other jurisdictions, must be used by the Service Provider to monitor and review the Program's effectiveness.

8. Post-Intervention Assessment

8.01 When a Program Participant has completed the counselling component, and there still remains significant uncertainty with regard to that Program Participant's estimated risk of future alcohol/drug affected driving incidents, the Service Provider will direct that Program Participant to participate in a post-intervention assessment that must be completed within the service delivery timelines described in section 12.01 below.

8.02 The purpose of the post-intervention assessment is to inform the Service Provider's recommendation to RoadSafetyBC on the Program Participant's recidivism risk.

8.03 Program Participants who successfully complete the education component are not required to complete a post-intervention assessment.

8.04 The post-intervention assessment must be done via an in-depth interview and a review of the Program Participant's driving record. It must also include a review of the Program Participant's personal action plan focusing on eliminating

drinking and drug-affected driving. Post-intervention assessments are to be done either in person with the Program Participant or over the phone. The assessment process must be standardized throughout the province, with similar interview durations, standardized tools, and standardized reporting templates.

- 8.05 The Service Provider must submit a final report to RoadSafetyBC on the results of the post-intervention assessment for each Program Participant, including information as to the Program Participant's risk of drinking or drug use and driving in the future. The Service Provider must also advise RoadSafetyBC of all Program Participants who do not complete the post-intervention assessment.
- 8.06 RoadSafetyBC must approve post-intervention assessment reporting and tools and conduct annual reviews in conjunction with the Service Provider for potential improvements to the post-intervention assessment process.

9. Special Program Participant Circumstances

- 9.01 In the event a Program Participant has special needs such as a cognitive or behavioural deficit that precludes participation in the education or counselling component as part of a group, the Service Provider must assess the Program Participant's needs and situation and provide a customized education or counselling component to the Program Participant such as one-on-one education or counselling at no additional charge to the Program Participant or to the Province.
- 9.02 If a Program Participant is hearing-impaired, the Service Provider must consult with the Program Participant to determine what assistance is required. Depending on the Program Participant's need, the Service Provider may arrange for lip-reading, a facilitator who is experienced in signing, a friend or family member to accompany the Program Participant, or for the services of programs that can assist the hearing-impaired. There must be no additional charge to the Program Participant or to the Province for these services.
- 9.03 In the event a Program Participant is severely impaired by alcohol or drugs or is extremely volatile and the Service Provider has determined that the Program Participant must be removed from an education or counselling component, the Service Provider is to advise RoadSafetyBC. RoadSafetyBC will work with the Service Provider to develop a plan for the Program Participant to remain in or re-take the Program. The Service Provider is not to prohibit a Program Participant from remaining in or re-taking the Program without approval from RoadSafetyBC.

10. Education Materials

- 10.01 The Service Provider is to be responsible for the development of public education materials including, without limitation, a brochure providing basic information about the Program. The brochure is to be supplied to RoadSafetyBC upon request for distribution to drivers, Program Participants and the general public.

The Service Provider is also to be responsible for the development and ongoing maintenance of a website or webpage. The brochure and the website should contain at least the following information:

- the name and phone number of the Service Provider;
- email address and website address of the Service Provider;
- information regarding the Program process; and
- the fees and charges that Program Participants are to be responsible for.

10.02 All education materials developed by the Service Provider must be subject to the written prior approval of RoadSafetyBC. RoadSafetyBC may, in its sole discretion, require the Service Provider to make changes to the materials, and the Service Provider must make such changes within a reasonable time. Until such time as RoadSafetyBC has given its approval, the Service Provider must not utilize any proposed education materials.

11. Conflicts Arising From Program Delivery or Administration

11.01 The Service Provider is to be responsible for responding to any complaints or conflicts arising from its service delivery or administration. The Service Provider must develop written guidelines for its Personnel to support them in their dealings with complaints pertaining to the Program. The Service Provider is responsible for ensuring that its Personnel are adequately trained and prepared to deal with difficult Program Participants, including developing written guidelines and a safety plan.

11.02 The Service Provider will inform Program Participants who have a complaint arising from any aspect of their participation in the Program, including screening decisions, post-intervention assessments and final reports or payment of fees or charges, that they are to follow the four step process outlined below:

STEP 1 - Program Participants must be asked to attempt to resolve the complaint with the person against whom they have a complaint.

STEP 2 - If step 1 is unsuccessful, Program Participants may put their complaint in writing to the Operations Officer.

STEP 3 - If step 2 is unsuccessful, the complaint must be referred to the Service Manager of the Service Provider. The Service Manager of the Service Provider must review the complaint and try to arrive at a resolution satisfactory to all parties.

STEP 4 - If step 3 is unsuccessful, the complaint must be referred to RoadSafetyBC who must review the complaint and make a final decision.

11.03 The Service Provider must develop guidelines for managing conflicts between Program Participants in education or counselling components. These guidelines must include a safety plan for Personnel and Program Participants, and must be

shared with RoadSafetyBC for feedback. The Service Provider's Personnel must be trained in the application of the guidelines.

- 11.04 RoadSafetyBC is responsible for responding to any complaints or conflicts arising from driver referrals, licensing decisions, RoadSafetyBC personnel, and any issues related to program legislation, regulations, or policies.

12. Service Delivery Timeframes

- 12.01 The following are the required timeframes for certain aspects of the services that the Service Provider is to deliver. The timeframes are designed to ensure optimum accessibility and benefit for Program Participants and are to be met at least 95% of the time unless the delay is caused by a driver or Program Participant. The Service Provider must provide regular reports in respect of achieved service delivery timeframes, including explanations where service delivery timeframes were not met.

First attempt to contact Program Participant by telephone	Completed within 2 weeks of Program Participant registering.
Screening	Completed within 1 month after Program Participant registers.
Education	Completed within 3 months after the Program Participant undergoes screening.
Counselling	Completed within 7 months after the Program Participant undergoes screening.
Post Intervention Assessment	Completed within 1 month after completion of counselling.

13. Service Locations

- 13.01 The Service Provider must provide screening, education, counselling and post-intervention assessments, in accordance with the timelines in section 12.01, in all of the service delivery locations listed below.

The number and specific service delivery locations may change during the Term in accordance with the change management provisions set out in Article 5 of this Agreement; however the number of locations below represents the minimum number of service locations required in all situations.

REGION	CITIES
1. Lower Mainland	Vancouver Richmond Langley Delta Burnaby

	Coquitlam Chilliwack Abbotsford North Vancouver Maple Ridge Sechelt Squamish Powell River
2. Vancouver Island	Victoria Duncan Nanaimo Campbell River Port McNeil Courtenay
3. Rocky Mountain	Cranbrook Golden
4. West Kootenay	Nelson Castlegar
5. Okanagan-Shuswap	Salmon Arm Penticton Vernon Kelowna
6. Thompson-Nicola	Kamloops Merritt
7. Cariboo	100 Mile House Williams Lake Quesnel
8. Peace	Dawson Creek Fort Nelson Fort St John
9. Fort George	Prince George
10. Bulkley-Stikine and Skeena	Prince Rupert Smithers Terrace Fraser Lake

14. Quality assurance

- 14.01 Without limiting section 4.5 of the Agreement, the Service Provider is responsible for quality assurance, ensuring Program consistency, delivery performance standards, and Program availability; however, RoadSafetyBC has an interest in ensuring high quality standards and must periodically validate that

quality control procedures are in place, maintained, and monitored on an on-going basis.

14.02 The Service Provider's quality assurance must consist of the following components at a minimum:

- a) a program data base which is designed to facilitate research into the Program, prevent errors, and monitor the Program's adherence to contractual timelines;
- b) regular communication with Personnel to solicit Program feedback;
- c) collection of anonymous feedback from education and counselling Program Participants;
- d) engaging evaluation experts for the evaluation of Program components; and
- e) continuous monitoring of research and evaluation literature.

14.03 The Service Provider must develop and maintain a policy and procedures guide to ensure quality and consistent Program delivery across the province. The policy and procedures guide is to be provided to RoadSafetyBC for approval. The policy and procedures guide is to include at least the following:

- (a) consistency in employing screening protocols and tools;
- (b) consistency in utilizing screening criteria for assigning to the counselling and education components;
- (c) consistency in delivery of the education and counselling components;
- (d) consistency in post-intervention assessments;
- (e) comprehensive file documentation;
- (f) comprehensive and timely data collection and reporting;
- (g) fair and consistent practices in dealing with client absences, tardiness and disorderly behavior; and
- (h) fair and consistent practices in dealing with complaints.

14.04 As part of RoadSafetyBC's interest in high quality standards, the Service Provider must cooperate with any Program evaluation RoadSafetyBC may undertake. RoadSafetyBC personnel may observe education or counselling components as part of Program evaluation.

15. Key Personnel of the Service Provider

15.01 The following are the key personnel the Service Provider must appoint to provide the Program Services, and they must have the functions and involvement with respect to the delivery of the Program Services as indicated opposite their respective names:

- (a) Dr. Carl Stroh: Service Manager and President/CEO;
- (b) Mr. Larry Fletcher: Treatment Director;
- (c) Ms. Emily Coughlin: assessment review and final report oversight;
- (d) Ms. Samantha Tapping: Operations Officer; and
- (e) Mr. Brett Stroh: group facilitation and post intervention assessment interviews.

16. Data collection, reporting and database

- 16.01 The Service Provider is responsible for collection and retention of all Program Participant and Program data, and, as further set out in Article 9 and Schedule 5 of this Agreement, the provision of data and reports to RoadSafetyBC
- 16.02 The Service Provider must provide and maintain a database which stores Program Participant and Program data and, as more particularly described in Article 14 of this Agreement, must allow employees of the Province who have been duly authorized by the Province to access the data base. Access is to be made through standard government desktops and as per the following standards and policies:
- Government IM/IT Standards; and
 - Applicable government CIO (Chief Information Officer) standards and policies (government information security policy can be obtained from the following site: <http://www.cio.gov.bc.ca/>)
- 16.03 For each Program Participant the database's data fields must, at a minimum include:
- a) name;
 - b) DOB;
 - c) driver's licence number;
 - d) gender;
 - e) home address;
 - f) location of home (city only);
 - g) home/work/cell phone;
 - h) email;
 - i) referral date
 - j) date registration received;
 - k) registration into program date;
 - l) progress status in RDP;
 - m) internal notes;
 - n) correspondence with client;
 - o) registration and consent form;
 - p) initial assessment;
 - q) final report;
 - r) date of screening interview;
 - s) date of final report
 - t) risk score;
 - u) group assignment type;
 - v) non-English speaking;
 - w) disability Program Participant;
 - x) location of group (city only);
 - y) date group sessions start;
 - z) client present or absent for group sessions;
 - aa) removed from RDP;

- bb) post intervention assessment (PIA) interview required;
- cc) scheduled date of PIA;
- dd) status of client invoices;
- ee) previous RDP completion; and
- ff) paid status.

SCHEDULE 3

SERVICE PROVIDER COMPENSATION AND PROVINCE FEES

1. Definitions for this Schedule

In addition to the definitions set out in Schedule 1, the following definitions apply for purposes of this Schedule 3:

"Operations Officer" refers to the person identified as the "Operations Officer" in section 15.01 of Schedule 2 of the Agreement.

"Province Per-Participant Program Fee" means the amount prescribed by regulation made under the *Motor Vehicle Act*, which amount may be amended from time to time, and which, as of the Effective Date, is \$405.00.

"Service Provider Per-Participant Charge" means the amount of \$500.00.

2. Collection of monies at time of registration

The Service Provider will, at the time the Service Provider receives a Program Participant's registration for the Program, do the following:

- (i) on behalf of the Province, collect from each Program Participant the Province Per-Participant Program Fee, and
- (ii) collect from each Program Participant the Service Provider Per-Participant Charge.

3. Payment options available to Program Participants

The Service Provider will take payment at time of registration and will accept payment from Program Participants via cheque, money order, and generally accepted credit cards, such as Visa or MasterCard. The Service Provider will utilize a Payment Card Industry (PCI) Data Security Standards (DSS) compliant Internet Payments (i.e. e-commerce) solution that allows payment for the cost of participating in the RDP with a credit card over the Internet.

4. Remitting monies collected on behalf of the Province

The Service Provider will, no less frequently than once per month, remit to the Province (Minister of Finance) the aggregate of all Province Per-Participant Program Fees.

The Service Provider will conduct a reconciliation with the database described in section 16 of Schedule 2 to ensure that the number of Program Participants registered equals the number of payments being deposited.

On at least a monthly basis, a report containing the aggregate of Province Per-Participant fees will be printed and submitted to the Province. The Service Provider will also include the Service Provider's receipt number associated with each such fee paid by a Program Participant.

The Service Provider will also maintain a spreadsheet that will confirm each Program Participant's payment of his or her Province Per-Participant Program Fee and the date on which his or her Province Per-Participant Program Fee is remitted to the Province.

5. Additional charges that may be imposed by the Service Provider

The following additional Program Participant charges may be charged by the Service Provider to Program Participants:

- (a) Failure to attend the screening interview on the scheduled date: \$50.00
- (b) Failure to attend a session of the education component on a scheduled date: \$160.00
- (c) Failure to attend a session of the counselling component on a scheduled date: \$320.00
- (d) Failure to attend the post-intervention assessment on the scheduled date: \$50.00.

On a monthly basis, the Service Provider will report to RoadSafetyBC all additional charges imposed on Program Participants.

6. Refunds

In certain circumstances, which are described in this section 6, a Program Participant may become entitled to a refund of all or part of the amount that he or she paid at the time of registration into the Program.

In the event that a Participant becomes entitled to a refund of all or part of the amount that he or she has paid (that is, a refund of all or part of the Province Per-Participant Program Fee (the refund being referred to in this section as "**Amount A**") and all or part of the Service Provider Per-Participant Charge (the refund being referred to in this section as "**Amount B**")), the Service Provider will return the total amount of the refund owing (that is, the sum of Amount (A) and Amount (B) to the Program Participant, and the Service Provider will then reduce its next submission of fees to the Province by an amount equal to Amount (A). For clarity, Amount (B) will not be recoverable from the Province in any manner. In addition, Amount (B) will not include any of the charges described in section 5 above.

The amount that is to be refunded to a Program Participant by the Service Provider is to be calculated in the following manner:

If, before a Program Participant attends his or her screening interview, the Province informs the Operations Officer that that Program Participant is to receive a refund, the refund amount is as follows:

Amount A: \$243.00

Amount B: \$500.00

If, after a Program Participant attends his or her screening interview, but before the end of business on the day which is seven calendar days prior to the date on which a Program Participant is scheduled to attend his or her first session (in either the education or the counselling component), the Province informs the Operations Officer that that Program Participant is to receive a refund, the refund amount is as follows:

Amount A: \$243.00

Amount B: \$375.00

If, after the day which is seven days prior to the date on which a Program Participant is scheduled to attend his or her first session (in either the education or the counselling component), but before the Program Participant completes the education or the counselling component, as the case may be, the Province informs the Operations Officer that that Program Participant is to receive a refund, the refund amount is as follows:

Amount A: \$243.00

Amount B: \$75.00

(For example, if a Program Participant is scheduled to attend his or her first session on the 25th of a month, the day which is seven calendar days prior to that date is the 18th.)

The Province is responsible for advising the Service Provider of the refund entitlement.

A refund will be satisfied by way of cheque payable to the Program Participant.

7. Taxes

This section describes the manner in which the federal Goods and Services Tax (GST) is to be managed by the Service Provider.

In respect of the Service Provider Per-Participant charge, the Service Provider will collect GST from each Program Participant, and it will remit those taxes to the appropriate federal tax authority in accordance with applicable law.

In respect of the Province Per-Participant Program Fee, GST is not applicable, and the Service Provider will not collect GST from each Program Participant when it collects this fee on behalf of the Province.

SCHEDULE 4

PRIVACY PROTECTION SCHEDULE

Definitions

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

Purpose

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

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Service Provider may only collect or create personal information that is necessary for the performance of the Service Provider's obligations, or the exercise of the Service Provider's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Service Provider must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Service Provider must tell an individual from whom the Service Provider collects personal information:
 - (a) the purpose for collecting it;

- (b) the legal authority for collecting it; and
- (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Service Provider's collection of personal information.

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the

Service Provider, enter on the Service Provider's premises to inspect any personal information in the possession of the Service Provider or any of the Service Provider's information management policies or practices relevant to the Service Provider's management of personal information or the Service Provider's compliance with this Schedule, and the Service Provider must permit and provide reasonable assistance to any such inspection.

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Service Provider" in this Schedule includes any subcontractor or agent retained by the Service Provider to perform obligations under the Agreement and the Service Provider must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Service Provider in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Service Provider must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.

30. Nothing in this Schedule requires the Service Provider to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

SCHEDULE 5

REPORTING REQUIREMENTS

The Service Provider must submit a variety of reports to RoadSafetyBC on a regular basis. Reports must, at a minimum, include the following:

- a) number of registrations;
- b) number of registrations per location;
- c) number of education and counselling components conducted;
- d) number of post-intervention assessments conducted;
- e) number of Program Participants needing individualized or specific programs such as one on one counselling;
- f) number, nature and outcome of Program Participant complaints;
- g) length of time between referral and registration dates;
- h) length of time for Program completion (service delivery timeframes); and
- i) number of Program services that exceed service delivery timeframes in section 12.01 of Schedule 2.