

## Community Care and Assisted Living Appeal Board FIPA Access Assessments

This organization was listed as an independent public body at the start of 2024 under British Columbia's [Freedom of Information and Protection of Privacy Act](#) (FOIPPA) and the [Information Management Act](#) (IMA).

FIPA conducts empirical research as part of its program activities. Its access assessment activities are meant to monitor freedom of information. <https://fipa.bc.ca/research-resources/access-assessments/>

This PDF contains the requests that were sent to this public body, as well as the records that were subsequently released.

These records were originally collected as data for a more in-depth study as part of FIPA's empirical research. That involved submitting focused freedom of information (FOI) requests to determine how this public body, which we classified as part of the broader public sector, was interpreting and applying FOIPPA and IMA legislation.

That project is called *Access Regimes: Social Studies of Recordkeeping, Bureaucracy, and Secrecy under Freedom of Information Law*. Further information about that study can be found on the Open Science Foundation's [registration platform](#).

Distinct from the original study, FIPA has also assessed whether this public body meets expectations identified in an IPSOS poll we commissioned. That poll can be found on the FIPA website here. <https://fipa.bc.ca/community-care-and-assisted-living-appeal-board/>

### About FIPA

The BC Freedom of Information and Privacy Association (FIPA) is a non-partisan, non-profit society that was established in 1991 to promote and defend freedom of information and privacy rights in Canada. While we are based in BC, our membership extends across Canada, and we regularly partner with organizations throughout the country.

Our goal is to empower citizens by increasing their access to information and their control over their own personal information. We serve a wide variety of individuals and organizations through programs of public education, public assistance, research, and law reform. We are one of very few public interest groups in Canada devoted solely to the advancement of freedom of information and privacy rights.

### Requests sent to broader public sector organizations

### **Request item 1**

Current organizational charts that indicate freedom of information personnel and information management personnel.

#### **Summary**

Charts that outline where freedom of information personnel and information management personnel exist within an organization.

#### **Rational**

Organizational charts help identify who is responsible for fulfilling certain obligations.

### **Request item 2**

Delegation of authority charts for the Freedom of Information and Protection of Privacy Act.

#### **Summary**

Charts that outline who has certain powers under the Freedom of Information and Protection of Privacy Act.

#### **Rational**

Delegation of authority charts are standard instruments across the implementation of any law with delegable and discretionary powers.

### **Request item 3**

Policies or procedures regarding freedom of information (not privacy), including policies and procedures regarding the routine release of information and proactive disclosure.

#### **Summary**

Freedom of information policies.

#### **Rational**

Policies are the core of implementing any new public initiative.

### **Request item 4**

Final reports regarding the public body's performance reporting, program evaluations, or project implementation plans or proposals with respect to freedom of information.

#### **Summary**

Internal reports about freedom of information.

#### **Rational**

How public bodies monitor their performance matters.

### **Request item 5**

Delegation of authority charts for the Information Management Act, as applicable.

#### **Summary**

Charts that outline who has certain powers under the Information Management Act.

#### **Rational**

Delegation of authority charts are standard instruments across the implementation of any law with delegable and discretionary powers.

### **Request item 6**

Interoffice memoranda about freedom of information and records/information management.

#### **Summary**

Memos about freedom of information and records/information management.

#### **Rational**

Internal communications can structure organizational activity.

### **Request item 7**

Metadata Application Profiles and records disposition models, as well associated policies and procedures and implementation plans and reports.

#### **Summary**

Metadata schemas for records management systems.

#### **Rational**

Metadata is an essential part of establishing control over records.

### **Request item 8**

Office of primary responsibility designations/matrices.

#### **Summary**

Lists of offices responsible for certain organizational records.

#### **Rational**

Lists like this are often a reflection of the classification logics used to manage records.

### **Request item 9**

Technical manuals for records management systems.

#### **Summary**

User manuals for records management software.

#### **Rational**

Manuals contribute to how staff interact with technology.

### **Request item 10**

Acceptable use of technology policy instruments (where “instrument” has the same meaning as in [Treasury Board Directive 1/23](#) and onboarding manuals.

#### **Summary**

Acceptable use of technology policies.

#### **Rational**

Acceptable Use Policies govern how employees may appropriately interact with technology over the course of their job.

### **Request item 11**

File plans/lists/indexes and/or records management ontologies/thesauri.

#### **Summary**

Lists of regularly created files.

**Rational**

File lists are a prerequisite to an up-to-date file classification plan.

**Request item 12**

Public body self-assessments and audits/evaluations of records/information management.

**Summary**

Self-assessments conducted according to an internal government standard.

**Rational**

Regular reviews of records management is best practice in information governance.

**Request item 13**

Policy instruments regarding records or information management.

**Summary**

Records management policies.

**Rational**

Policies are the core of implementing any new public initiative.

**Request item 14**

Copies of record retention schedules.

**Summary**

Record retention schemas.

**Rational**

Retention schedules are the key instrument in asserting control over records classification and retention.

**Request item 15**

The public body's information resources/information asset plans/records management plans, as applicable.

**Summary**

Records management plans.

**Rational**

Records management is something that must be planned out carefully.

**Request item 16**

Licenses, contracts, or agreements between the public body and recordkeeping system service providers or contractors.

**Summary**

Contracts for recordkeeping systems.

**Rational**

Contracts detail roles and responsibilities with respect to system implementation and maintenance.

### **Request item 17**

Final jobs description files for any employee who regularly performs a role or responsibility (1) in responding to a freedom of information request or (2) fulfilling public body's records/information management needs, including if those job descriptions do not explicitly mention FOI requests or records/information management.

#### **Summary**

Job descriptions for records management and freedom of information staff.

#### **Rational**

Job descriptions articulate the necessary skills and anticipated responsibilities of people charged with doing FOI or RM work.

### **Request item 18**

Records confirming the appointment and responsibilities of subdivisional freedom of information (not privacy) or records management 'champions,' (i.e. an ambassador for records management or FOI within a particular unit, such as FOI Oversight Liaison Officers or Duty to Document Champions), if any. (If applicable roles exist, kindly include memorandums, plans, or reports issued by those persons).

#### **Summary**

Records concerning the appointment of employees responsible for promoting freedom of information and records management.

#### **Rational**

Internal promotion of FOI and RM contributes to effective implementation.

### **Request item 19**

Organizational charts that include records/information management personnel (or the relevant organizational charts if your public body does not have dedicated RM/IM personal).

#### **Summary**

Charts that outline where freedom of information personnel and information management personnel exist within an organization.

#### **Rational**

Organizational charts help identify who is responsible for fulfilling certain obligations.

### **Request item 20**

Final training packages (i.e. presentation slides, etc.) and training implementation history files (e.g. reports of completion, etc.) for freedom of information and records/information management, including initial training specific to FOI analysts/coordinators.

#### **Summary**

Training materials for freedom of information and records management.

#### **Rational**

Training is necessary for the successful implementation of FOIPPA and IMA.

### **Request item 21**

internal surveys and the results of surveys concerning records/information management of freedom of information.

### **Summary**

Surveys about records management and freedom of information.

### **Rational**

Surveys of staff provide insight into the state of records management and freedom of information.

### **Request item 22**

“Documenting government decisions” policy instruments (where “instrument” has the same meaning as in [Treasury Board Directive 1/23](#)).

### **Summary**

Duty to document policies.

### **Rational**

The Chief Records Officer has developed directives instructing public bodies to develop organization-specific policies for documenting government decisions.

### **Request item 23**

Final Requests for Proposals concerning records management/freedom of information (not privacy).

### **Summary**

Requests for proposals for freedom of information and records management projects.

### **Rational**

RFPs document a public body's needs in order to identify the solutions they are seeking proposals to address.

### **Request item 24**

Copies of checklists, forms, templates, guides and other tools used in relation to processing freedom of information requests.

### **Summary**

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### **Rational**

Workflow materials for freedom of information processing.

### **Request item 25**

Contracts and statements of work for consultant services for freedom of information/records management work.

### **Summary**

Contracts and statements of work for consultants' work related to freedom of information and records management.

### **Rational**

Contracts and statements of work define the boundaries of what work the public body performs and what work it relies on others' to perform.

### **Request item 26**

Case management procedures (i.e. how analysts are assigned, what data is to be logged, how to notify program areas, etc.) for freedom of information requests.

#### **Summary**

Procedures for managing request workflows.

#### **Rational**

Case management software helps public bodies keep track of requests and organize their responses.

### **Request item 27**

Copies of any plans or assessments done in preparation for the application of the Information Management Act (e.g. Readiness Assessments for the provision relating to document government decisions).

#### **Summary**

Reports produced to prepare to implement duty to document.

#### **Rational**

These reports established the baseline position from which duty to document was purportedly implemented.

### **Request item 28**

Any previously unrequested/undisclosed records that assist in understanding how (1) records management is practiced in your public body, or (2) how decisions about freedom of information requests are made and how they are processed (e.g. any document, including an intranet file or records of another public body, that an employee references in the course of processing a request or describes how to apply exceptions, search for records, etc.).

#### **Summary**

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#### **Rational**

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## Community Care and Assisted Living Appeal

Fourth Floor, 747 Fort Street, Victoria BC V8W 3E9

Tel: (250) 387-3464

info@bcccalab.ca

Fax: (250) 356-9923

www.bcccalab.ca

November 24, 2023

### Via Email

Spencer Izen, Legal Researcher  
B.C. Freedom of Information and Privacy Association  
AccessRequestFrom@fipa.bc.ca

Dear Mr. Izen,

### Re: Freedom of Information Request, 2023-134

This letter is a response to your November 3, 2023 request to the Community Care and Assisted Living Appeal Board (the "Appeal Board") under the *Freedom of Information and Protection of Privacy Act* ("FIPPA").

The Appeal Board is an independent quasi-judicial administrative tribunal that hears appeals from licensing, registration, and certification decisions about community care facilities, assisted living residences, and early childhood educators. More information about the Appeal Board is available at <https://www.bcccalab.ca>.

Below, I have provided responses to your four requests.

1. Current organizational charts that indicate freedom of information personnel and information management personnel. (Date range: 1 January 2021 - 3 November 2023)

Although a thorough search was conducted, the Appeal Board did not locate any records that are responsive to your request. The Appeal Board consists of a part-time Chair, Vice-Chair, and members, all of whom are appointed by Ministerial Order. The Appeal Board receives only a moderate volume of appeals and inquiries, and therefore it does not have its own dedicated full-time support staff, such as freedom of information or information management personnel.

2. Delegation of authority charts for the *Freedom of Information and Protection of Privacy Act*. (Date range: 1 January 2021 - 3 November 2023)

I have not delegated my authority as head of the Appeal Board for the purposes of *FIPPA*, and any such requests are handled on a case-by-case basis.





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3. Policies or procedures regarding freedom of information (not privacy), including policies and procedures regarding the routine release of information and proactive disclosure. (Date range: 1 January 2021 - 3 November 2023)

A thorough search was conducted; however, the Appeal Board did not locate any records that are responsive to your request beyond the publicly available information on this topic on our website, which I describe below:

- The Appeal Board's Rules for Practice and Procedure, in particular Rule 20, Access and Restriction of Access to Hearings and Documents:  
[https://www.bcccalab.ca/app/uploads/sites/776/2023/08/CCALAB\\_Rules.pdf](https://www.bcccalab.ca/app/uploads/sites/776/2023/08/CCALAB_Rules.pdf)
  - The Appeal Board's Decision Publication Policy:  
[https://www.bcccalab.ca/app/uploads/sites/776/2023/11/CCALAB\\_Decision\\_Publication\\_Policy.pdf](https://www.bcccalab.ca/app/uploads/sites/776/2023/11/CCALAB_Decision_Publication_Policy.pdf)
  - The Appeal Board's *FIPPA* compliance statement on our website home page:  
<https://www.bcccalab.ca>
4. Final reports regarding the public body's performance reporting, program evaluations, or project implementation plans or reviews with respect to freedom of information. (Date range: 1 January 2021 - 3 November 2023)

Although a thorough search was conducted, the Appeal Board did not locate any records that are responsive to your request. The Appeal Board issues an annual report summarizing its operations; however, that report does not touch on freedom of information matters. Should you wish to review the annual reports, they are publicly available at <https://www.bcccalab.ca/home/annual-reports>.

I trust this response fulfills your request and I wish you well in your research and information gathering.

Kind regards,

Lynn McBride

Chair, Community Care and Assisted Living Appeal Board



## Community Care and Assisted Living Appeal Board

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July 4, 2024

### Via Email

Spencer Izen, Legal & Social Science Researcher  
B.C. Freedom of Information and Privacy Association  
[AccessRequestFrom@fipa.bc.ca](mailto:AccessRequestFrom@fipa.bc.ca)

Dear Mr. Izen,

### Re: Freedom of Information Request, 2024-229

This letter is a response to your May 28, 2024, request for access to information under the *Freedom of Information and Protection of Privacy Act* ("FIPPA").

I have carefully considered your request for information and a thorough search was conducted; however, no records were located.

Below, I have provided additional contextual information about why no records exist.

The Community Care and Assisted Living Appeal Board (the "Board") consists of a part-time Chair, Vice Chair, and members, all of whom are appointed by the Lieutenant-Governor in Council. The Board receives only a moderate volume of appeals and therefore, it does not have its own dedicated full-time support staff.

Given the scale of our operation, I have not delegated my authority as head of the Board for the purposes of the *Information Management Act* or *FIPPA*. Similarly, interoffice memoranda, policies, procedures, and manuals relevant to these acts are rarely warranted. The Board's case files are retained indefinitely and are organized to facilitate timely responses to judicial review or other court proceedings.

I trust this response fulfills your request and I wish you well in your research and information gathering.

Kind regards,

Lynn McBride  
Chair, Community Care and Assisted Living Appeal Board



## Community Care and Assisted Living Appeal

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August 16, 2024

### Via Email

Spencer Izen, Legal & Social Science Researcher  
B.C. Freedom of Information and Privacy Association  
AccessRequestFrom@fipa.bc.ca

Dear Mr. Izen,

### Re: Freedom of Information Request, 2024-295

This letter is a response to your July 16, 2024, request for access to information under the *Freedom of Information and Protection of Privacy Act* ("FIPPA").

With respect to your first bullet, I have enclosed four documents:

- Member IT Resource Policy;
- MS Teams Recordings – How to Access, Download, Save, and Transfer (**Redacted**);
- Summer Webmail Usage Guide – September 2023; and
- Systems Access Setup User Guide – revised July 2024 (**Redacted**).

Where the documents have been redacted, they have been redacted as a trade secret pursuant to section 17(1)(a) of *FIPPA*. The redactions are of file paths and passwords used to access government systems. The redacted information is used in business, has potential economic value from not being generally known to the public (saving the government additional costs with respect to information security), is the subject of reasonable efforts to prevent it from becoming generally known, and its disclosure would result in harm (the compromise of electronic systems). Please advise if you have any concerns about that.

With respect to your second bullet, I have enclosed four documents:

- a list of offsite accession numbers;
- a list tracking the uploading of historical decisions to CanLII, a public online repository;
- a document instructing our staff on electronic document storage locations (Important LAN Folder Locations); and

- a document instructing our staff on electronic document naming standards (Naming Conventions Sheet).

We have no documents responsive to the third through sixth bullets. In brief, we do not carry out self-assessments, audits, or evaluations of records and information management. We do not have policy instruments regarding records or information management beyond those provided above. We do not have any records retention schedules at present. Some records retention schedules are being created, but have not yet been finalized and such draft documents are considered recommendations for a public body and exempted from disclosure under section 13(1). We also consider them to be plans that relate to the administration of the public body that have not yet been implemented and therefore exempted from disclosure under section 17(1)(c). We do not have any records management plans.

With respect to your seventh bullet, I have enclosed a contract and a modification agreement with a records management consultant, Oldenburger Consulting (AT24EAB15FDA117 Oldenburger MA and AT23EAB15FDA117 Oldenburger Service Contract).

I trust this response fulfills your request and I wish you well in your research.

Kind regards,

A handwritten signature in black ink, appearing to be 'Lynn McBride', with a stylized, cursive script.

Lynn McBride  
Chair, Community Care and Assisted Living Appeal Board



## Community Care and Assisted Living Appeal

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August 29, 2024

### Via Email

Spencer Izen, Legal & Social Science Researcher  
B.C. Freedom of Information and Privacy Association  
AccessRequestFrom@fipa.bc.ca

Dear Mr. Izen,

### Re: Freedom of Information Requests, 2024-337 and 379

This letter is a response to your FOI requests 2024-337, received August 13, 2024, and 2024-379, received August 21, 2024, under the *Freedom of Information and Protection of Privacy Act (FIPPA)*.

The Community Care and Assisted Living Appeal Board (CCALAB) does not itself hold any responsive records. Pursuant to section 11 of *FIPPA*, I am transferring your two requests to the Environmental Appeal Board (EAB) because it may hold records responsive to some of your requests. In particular, the EAB, may hold job descriptions and org charts of staff who assist the CCALAB in processing FOI requests, as well as requests for proposals for records management services rendered to the CCALAB.

Since 2009 the support functions for the CCALAB have been consolidated with the office of the EAB. This informal clustering has minimized administrative overhead and costs, and in practice it means that any staff who support the CCALAB are employed by the EAB, which is a separate public body under *FIPPA*.

I trust the EAB will be of assistance to you, and I wish you well in your research.

Kind regards,

Lynn McBride  
Chair, Community Care and Assisted Living Appeal Board

Community Care and Assisted Living Appeal Board

Access:	
Hicke, Carly	Case Manager/Registrar
DeWolfe, Vivian	Director, Finance and Operations
MacKian, Elizabeth	Finance & Web Administrator
Kimmett, Rene	Case Manager/Registrar
Van Weelden, Tessa	Case Manager/Registrar

Accession #	Tribunal	Destruction Date	Date of material	Location	Date Sent Offsite	Offsited By	Office Access updated	# of Boxes	Notes:
96-6497	Community Care and Assisted Living Appeal Board	TBD	2004-2013	CUBE			2021-06-15	20	
96-9197	Community Care and Assisted Living Appeal Board	TBD	2016	CUBE		Elaine	2021-06-15	6	<b>Appeal Files:</b> 2009-CCA-006 2013-CCA-001 2013-CCA-002 2014-CCA-001 2014-CCA-002 2014-CCA-003 2014-CCA-004 2015-CCA-001 2012-CCA-002
97-0593	Community Care and Assisted Living Appeal Board	TBD					2021-06-15		
97-1119	Community Care and Assisted Living Appeal Board	TBD					2021-06-15		
97-3428	Community Care and Assisted Living Appeal Board	TBD	2017-2018	CUBE	2018-11-30	Carly	2021-06-15	1	<b>Appeal Files:</b> 2017-CCA-001 2017-CCA-002 2018-CCA-001 2018-CCA-002 2018-CCA-004 <b>Appeal Files:</b> CCALB-CCA-20-A005, CCALB-CCA-20-A002, CCALB-CCA-21-A002, CCALB-CCA-22-A001, 2018-CCA-A003, 2018-CCA-005, 2019-CCA-001, 2019-CCA-002, CCALB-CCA-19-A005, CCALB-CCA-19-A006, CCALB-CCA-20-A001, CCALB-CCA-20-A003, CCALB-CCA-20-A004, CCALB-CCA-21-G001, 2019-CCA-003, CCALB-CCA-21-A003.
97-8111	Community Care and Assisted Living Appeal Board	TBD	2018-2023	CUBE	2024-01-30	Patty	2024-01-29	5	

Neutral Citation	Decision Number	Appeal Name	Decision Date	Emailed to Canlii (reception@canlii.org)
2023 BCCCALAB 1	CCALB-CCA-21-A003(d)	Ghalia Rebei Adlani (Moonlight Daycare) v. Dr. Emily Newhouse, MHO, Fraser Health Authority	07-Feb-23	Formatted and sent to CanLII
2023 BCCCALAB 2	CCALB-CCA-21-A001(b) and 2019-CCA-004(e)	Ofra Sixto (ICare Childcare Inc.) v. Dr. Meena Dawar, MHO, VCHA	12-Apr-23	Formatted and sent to CanLII

### **Important LAN Folder Locations**

<b>Folder Description:</b>	<b>File Path:</b>
'Z' drive file name to map the 'Z' drive to your computer	s86098 (\\sfp.idir.bcgov\s143)
EAB Folder	Z:\EAB
FAC Folder	Z:\FAC
OGAT Folder	Z:\OGAT
FST Folder	Z:\FST
CCALAB Folder	Z:\CCALAB
HAB Folder	Z:\HAB
STBCAB Folder	Z:\STBCAB
General Office	Z:\General Office
Templates	Z:\General Office\Templates
Vacation Calendar	Z:\General Office\Vacation Calendar
Mail Log	Z:\Mail Log
Registry Procedures	Z:\General Office\Registry Procedures
Onboarding Binder for Case Managers	Z:\General Office\Registry Procedures\Onboarding Binder for Case Managers (2023)
EAB/FAC/OGAT Tribunal Member information	Z:\EAB\Tribunal Members
EAB/FAC/OGAT Tribunal Member Signatures	Z:\EAB\Tribunal Members\Signatures
EAB/FAC/OGAT Tribunal Member Contact Information	Z:\EAB\Tribunal Members\Member Contact – Address
Oral Hearing Schedule Sheets for the EAB and FAC Websites	Z:\General Office\Registry Procedures\001 - Scheduling\Website Oral Hearing Schedule Sheets





# EAB Tribunal Cluster

Fourth Floor, 747 Fort Street, Victoria BC V8W 3E9

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## Member Information Technology Policy and Procedure

### Introduction

The Environmental Appeal Board “Cluster” supplies two information technology (IT) resources for members:

- use of the government “Summer” webmail program (“Summer”); and
- use of two mappable local area network (LAN) drives—one shared drive for work with office staff and/or other members (the “Board Drive”), and one private drive for Cluster-related work (the “Personal Drive”).

Use of these resources ensures reliability of access, requisite levels of information security, ease of access, efficiency in operations, and appropriate archiving of electronic materials. To achieve these aims, the following policy and procedure applies to the use of these Cluster-provided resources for members. This document describes the responsibilities of both members and office staff as it relates to these resources.

### Setup

As soon as reasonably possible after their appointment, members must setup their access to the IT resources. Instructions for how to do so appears in the Member Computer Access Guide and Summer Webmail Usage Guide, which are provided separately after the members complete the acknowledgement at the bottom of this document. Additionally, credentials needed to login to Summer and setup the LAN drives will be provided at the same time. Members are expected to have set up both resources within a month of being able to do so.

If members are unable to set up the IT resources within one month, they should contact the Executive Administrative Assistant, if available, and otherwise the Finance and Web Administrator or, if they are unavailable, the Director of Finance and Operations. Members are expected to have read the relevant user guides before seeking assistance from office staff.

Additionally, before using any IT resources, members must ensure that they have read and understood the government’s Appropriate Use Policy (located at <https://tinyurl.com/y4v7znas>). Please note that paragraph 21 does not apply to members; and paragraphs 22 and 24 apply only insofar as members’ work for the Cluster is concerned.

### Cluster Use

To ensure information security and appropriate archiving of electronic materials, office staff will only send emails and attachments that contain appeal-specific information to a member’s government Summer email. Office staff will email members’ personal email addresses only to

inform them that there is a work-related email that has been sent to their Summer account, and only when such an email is not expected by the member.

Office staff will create a folder on the Board Drive for each appeal assigned to members. This will be used to provide electronic copies of appeal materials for members, and to retrieve saved decision drafts written by members. Office staff will also delete appeal-related material from the Board Drive, once appeals are complete, as required by its document archiving procedures.

Office staff will also maintain up-to-date policies, procedures, forms, and other information relevant to members in two designated folders on the Board Drive:

- Forms: will contain forms to be used for submitting fees and expenses to the Cluster; and
- Resources: will contain policies, procedures, orientation materials, and similar reference information for members.

To copy appeal-related material to the Board Drive, office staff will:

- copy and paste the relevant appeal folder from the office's LAN (to which members do not have access) into the folder of the member(s) who need it; and
- delete the "Misc Notes" folder from the copied version(s) of the appeal folder.

When a member has notified office staff (the Case Manager, General Counsel, and/or Chair) that they have completed a draft for review, office staff will copy the decision from the Board Drive and save it in the office's LAN. This version will be used for any necessary refinement of the decision. When the decision is returned to members, it will be emailed back to the members' Summer accounts and/or saved to the Board Drive.

When a decision is complete, members will email it back to the assigned registrar and/or save it on the Board Drive. Office staff will copy and paste it from the Board Drive to the Cluster network if needed, and then delete the appeal folder(s) from the Board Drive.

Members may also contact office staff for assistance in resetting passwords. The appropriate staff member is the Executive Administrative Assistant and, failing that, the Finance and Web Administrator and, failing that, the Director of Finance and Operations. Please see the Cluster Organizational Chart for details. To assist a member with a password reset, the staff member will need to:

- request assistance from the Office of the Chief Information Officer by going to <https://ociomysc.service-now.com/sp> and clicking "Request Assistance";
- pushing the "Request Assistance" button to be used for IDIR password resets; and
- filling out the appropriate form, ensuring you enter the member's name in the "Requested For" field while leaving your own name in the "Requested By" field and requesting that you be notified of updates; and
- email the member's private email address if there are any questions or concerns, or to inform the member that the password has been reset.

## Member Use

Members must log in to their Summer email at least once per month. Where members are expecting email from office staff, the member is expected to regularly check their email.

Members must change their passwords at least once every 90 days. If they do not, their password will need to be reset, which can only be completed on their behalf by office staff. Should a reset be required, the member should contact the Executive Administrative Assistant or, if they are unavailable, the Finance and Web Administrator or, alternatively, the Director of Finance and Operations.

In order to access the Board Drive, members will need to activate a government virtual personal network (VPN). Only work-related tasks should be performed on a computer logged in to the VPN. Application and Internet activity can be monitored to ensure network security while the VPN is active. **Please ensure you disconnect from the VPN as soon as you are finished working, and/or as soon as you do not need to be connected for your work.**

Please be aware that any member and office staff may also access the Board Drive. Please do not store any personal files there. The Board Drive is to serve as:

- a repository for important general information, like policies, procedures, and forms;
- a means to quickly and easily obtain appeal information; and
- a means to store draft decisions while they are pending.

No other members or office staff will have access to a member's Personal Drive. The Personal Drive is intended to store work in progress for the Cluster. **Members are to save all Cluster work to their Personal Drive, other than draft decisions to be shared with members and/or staff. Those drafts can be saved in the Board Drive.** Please do not save personal information to the Personal Drive. **When a member's appointment expires, all information in the Personal Drive is irrecoverably deleted.**

If you obtain new evidence in the form of an electronic file while conducting a hearing, you must ensure the information is sent to the court reporter or, if no court reporter was used, the Case Manager assigned to the appeal, to ensure proper storage of the information and its incorporation into the record. **Staff will not look through the appeal folders for new files before deleting the folders, once the appeal is complete.** They will save only the draft decisions that are stored in the Board Drive, and delete everything else.

**Draft decisions must be saved in the "Decisions" subfolder of the appeal folder. Nothing but draft decisions are to be saved in that folder.**

If you have any questions or concerns about the information above, please contact the Vice Chair, Service Delivery or the Chair. For technical information, please consult the relevant Member Computer Access Guide and/or the Summer Webmail Usage Guide.

## Acknowledgement

I have read, understood, and agreed to the policy and procedure as set out above.

---

Name

---

Signature

---

Date

## Naming Conventions

<b>ET</b> = Email to	<b>LT</b> = Letter to	<b>Att</b> = Attaching	<b>Re</b> = Regarding	<b>w.</b> = with
<b>EF</b> = Email from	<b>LF</b> = Letter from	<b>Encl</b> = Enclosing	<b>Rec'd</b> = Received	

Type of Document	Typical Naming Convention Examples	Explanations of Examples
<b>General correspondence</b>  <i>*correspondence should be dated using the date of the actual correspondence itself, as long as it arrives in the inbox on a business day between 8:30 a.m. and 4:30 p.m.</i>	2023-07-26 LF B. Smith re PHC availability  2023-07-26 LF B. Smith att NoA  2023-07-26 EF B. Smith encl expert evidence  2023-07-26 LT parties re canvassing for PHC  2023-07-26 EF A. Willow to B. Smith att documents  2023-07-26 ET Parties reminding them of PHC	Letter from B. Smith regarding PHC availability  Letter from B. Smith attaching notice of appeal  Email from B. Smith enclosing expert evidence  Letter to parties canvassing for PHC  Email from A. Willow to B. Smith attaching documents <i>*B. Smith is the direct recipient of the email and we are only cc'd</i>  Email to parties reminding them about upcoming PHC
<b>General correspondence</b>  <i>*if the correspondence is received after 4:30 p.m., on a weekend, or on a statutory holiday, you will note the next business day as the 'received date' in the file name.</i>  <i>*This is only for correspondence we have received (i.e. LF or EF). The correspondence we are sending (LT or ET) will always be dated the date that it is sent. If you draft a letter on 2023-07-26 and don't end up sending it out until 2023-07-27 then you should amend the date of the letter to reflect the date it is being sent out.</i>	2023-07-26 (rec'd 2023-07-27) LF B. Smith re PHC availability	Letter from B. Smith dated July 26, 2023 and received July 27, 2023 regarding PHC availability

<p><b>Appeal Documents</b>  <i>*Appeal Documents are the Notice of Appeal and any attachments to the Notice of Appeal, as well as the decision that is under appeal</i></p> <p><i>*if the Appellant submits one single PDF with the NoA and the Decision under appeal combined, then we would use adobe to separate the PDFs and save them in the Appeal Documents folder as separate PDFs.</i></p> <p><i>*if the Appellant submits additional attachments related to their NoA, that are <b>not</b> part of the Decision under appeal, the NoA and the related attachments can be combined into one single PDF and saved as "YYYY-MM-DD Notice of Appeal w. attachments"</i></p>	<p>2023-07-26 Notice of Appeal</p> <p>2023-07-26 (rec'd 2023-07-27) Notice of Appeal</p> <p>2023-07-26 Notice of Appeal w. attachments</p> <p>2023-06-25 Section 93 Order  <i>*we do not put the 'received' date for the decision under appeal, we leave the date of the actual document in the file name.</i></p> <p>2023-06-25 Determination of Administrative Penalty</p> <p>2023-06-25 Contravention Determination and Notice of Penalty Levied</p>	<p>Notice of Appeal dated and received on July 26, 2023</p> <p>Notice of Appeal dated July 26, 2023, and received July 27, 2023</p> <p>Notice of Appeal dated and received July 26, 2023 with additional attachments <i>(which does not include the decision under appeal as one of the additional attachments)</i></p> <p>Section 93 Order <i>(an example of a decision often appealed under the WSA)</i> dated June 25, 2023.</p> <p>Determination of Administrative Penalty <i>(an example of a decision often appealed under the EMA)</i> dated June 25, 2023.</p> <p>Contravention Order and Notice of Penalty Levied <i>(an example of a decision often appealed under the FRPA)</i> dated June 25, 2023.</p>
<p><b>Decisions</b>  <i>*this refers to the Board's decisions (i.e. preliminary decisions, letter rulings, final decisions, Dismissal Orders, Consent/Settlement Orders)</i></p> <p><i>*For preliminary and final decisions on the LAN, we use the CanLii neutral citation (number only), the Board's decision number in square brackets, and the type of decision it is.</i></p>	<p>&lt;appellant(s)&gt; v. &lt;respondent&gt;</p> <p><i>Kathleen and John Ehrlick v. Water Manager, 2024 BCEAB 11</i>  <i>Communities United for Clean Air and Dr. Tynan v. Administrator, Integrated Pest Management Act, 2024 BCEAB 10</i></p> <p><i>Cassiar Forest Corp. V. Government of British Columbia, 2024 BCFAC 5</i>  <i>Linea Voss v. BC Energy Regulator, 2024 CBERAT 1</i></p> <p>2023-07-26 LT Parties re ruling on participant status  <i>*for letter rulings, we use the same naming convention we use for general correspondence</i></p>	<p>Letter ruling regarding participant status after a person applied for participant status <i>(which is a preliminary ruling that is not on the CanLii decision template and not being published to the website or CanLii)</i> dated July 26, 2023.</p> <p>Preliminary decision on a stay application</p> <p>Final Decision on the merits of the appeal</p> <p>Dismissal Order issued under section 17(1) of the ATA after the Appellant withdrew their appeal</p> <p>Settlement Order issued under section 17(2) of the ATA which disposed of the appeal</p>

	<p>2023 BCEAB 19 [EAB-WSA-23-A001(a)] Stay Application Decision</p> <p>2023 BCEAB 17 [EAB-WIL-22-A020(a)] Final Decision</p> <p>2023 BCEAB 21 [EAB-EMA-23-A011(a)] Sec 17(1) ATA Dismissal Order</p> <p>2023 BCEAB 10 [EAB-WIL-22-A027(a)] Settlement Order</p>	
<p><b>Full Case Title on Caseload/Re: Line on Correspondence</b></p> <p><i>*this is the title of the appeal that is listed in caseload and it's also what goes in the subject line for all correspondence on an appeal. The Intake Administrator will create the full case title in caseload when opening the appeal. The Case Manager will list the full case title in the subject line of their letters on the LAN.</i></p> <p><i>*usually you can figure out the name of the decision by looking at the subject line on the decision itself.</i></p>	<p><b>Name of Act Appeal – Name of Appellant (if it's an individual, use Last Name, First Initial.) v. Date of Decision Name of Decision issued by the Decision-Maker Title</b></p> <p><i>*Green highlighted part is auto-populated by caseload so you don't need to manually enter that into caseload, it will be there for you already.</i></p> <p><i>*Yellow highlighted parts you will need to add in yourself.</i></p> <p><u>Examples:</u></p> <p><i>*note that the examples provided do not capture every variable. There are some case titles/subject lines that the case manager will have to adjust to be more specific to what the appeal is actually about</i></p> <p>Water Sustainability Act Appeal – Just Fish-Inn Inc. v. February 1, 2023 Section 93 Order issued by the Assistant Water Manager</p> <p>Environmental Management Act Appeal – Columere Park Developments Ltd. v. April 12, 2023 Determination of Administrative Penalty issued by the Director, EMA</p> <p>Wildfire Act Appeal – Mattiesen, C. v. April 19, 2022 Contravention Order No. FCA-38715 and Administrative Penalty and Cost Recover Order No. C10085 (2019)</p> <p><u>Examples for Grouped Appeal:</u></p> <p><i>*for grouped appeals, the case manager can use their discretion regarding the full case title/subject line. Sometimes, if there are many individual appeals/appellants, you can just use one of their names and then indicate 'et al' in the title. If</i></p>	

	<p><i>there are only two appeals/appellants, you can use both names, and if the appellants all have something in common, you can refer to them that way.</i></p> <p>Wildlife Act Group Appeal – Region 5 Guide Outfitters v. July 2022 Decisions of the Director of Wildlife</p> <p>Integrated Pest Management Act Group Appeals of the March 13, 2023 Pesticide Use Permit Nos. 738-0035-23-23, 738-0036-23-23, &amp; 738-0032-21-24 Amendment 1</p> <p><u>Example for less straight-forward appeal:</u></p> <p>Environmental Management Act Appeal – Halcyon Hot Springs Resort Ltd. v. April 4, 2023 Decision of the Director, EMA to Reject a Permit Amendment Application for Permit #15495</p>	<p>The Appellants in this group appeal are all Region 5 Guide Outfitters</p> <p>This was a group appeal with many Appellants, but they were all appealing the same permit, so we opted to eliminate the Appellant names from the full case title/subject line.</p> <p>This appeal is not of a typical decision that we see often, so rather than calling it the "April 4, 2023 Rejection of Permit Amendment Application for Permit #15495 issued by the Director, EMA", we adjusted the title to flow more logically.</p>
<b>Subject Line when sending out appeal-related emails</b>	<p>Appeal File: EAB-EMA-23-A009 Halcyon Hot Springs Ltd.</p> <p>Appeal File: FAC-WFA-22-A001 Holmes, M.</p> <p>Appeal File: FAC-FRP-23-A001 Gugliement, H. &amp; Hawkins, N.</p> <p>Group Appeal Files: EAB-IPM-23-G001/G002/G003 Appeals of the Pesticide Use Permits</p> <p>Group Appeal File: EAB-WIL-22-G004 Region 5 Guide Outfitter Appeals</p>	<p>Single appeal with an organization as the Appellant</p> <p>Single appeal with an individual person as the Appellant</p> <p>Single appeal with two co-Appellants that filed the appeal together</p> <p>Multiple grouped appeals that are being referred to together but have too many Appellants to list in an email subject line.</p> <p>Grouped appeal with Appellants who have one commonality that can be referred to in order to keep the subject line shorter</p>
<b>Submissions</b>	<p>2023-08-16 Appellant Written Submissions</p> <p>2023-08-15 (rec'd 2023-08-16) Appellant Written Submissions</p> <p>2023-08-16 Appellant Book of Authorities</p> <p>2023-08-16 Appellant Book of Documents</p>	<p>Appellant submissions which were dated and received on August 16, 2023</p> <p>Appellant submissions which were dated August 15, but received August 16, 2023</p> <p>Appellant Book of Authorities (not usually dated in the document itself, so we use the same date as the submissions since they will usually arrive together as one package)</p>

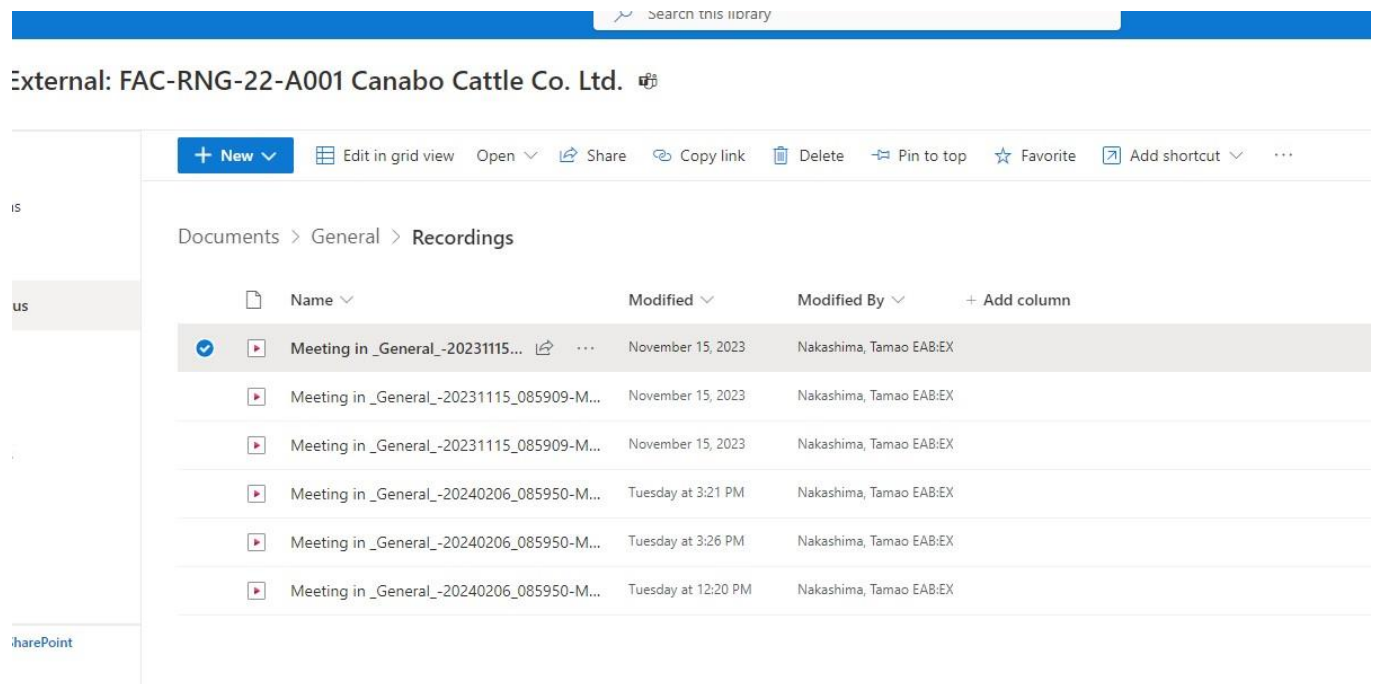
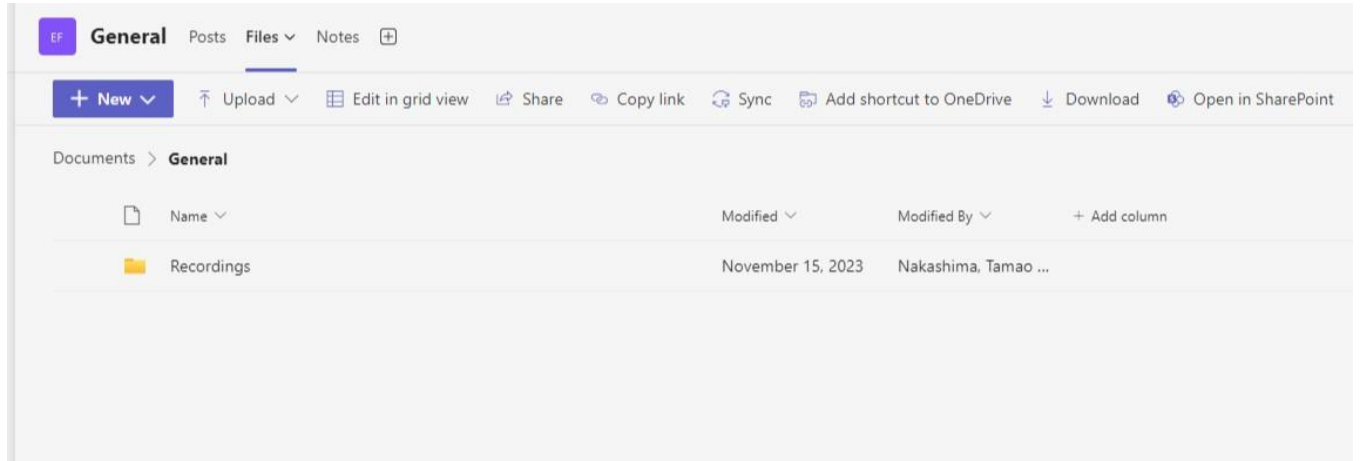
	<p>2023-08-16 Affidavit of B. Smith</p> <p>2023-08-16 Appellant Statement of Points</p> <p>2023-08-15 (rec'd 2023-08-16) Appellant Statement of Points</p> <p>2023-08-16 Appellant Final Reply Submission</p> <p><i>*if the written submissions or statement of points is undated, then we will adjust the name of the document slightly. See below examples:</i></p> <p>Appellant Written Submissions rec'd 2023-08-16</p> <p>Appellant Statement of Points rec'd 2023-08-16</p> <p><i>*Preliminary Submissions are named the same way but with a few minor differences. See below examples:</i></p> <p>2023-08-16 Appellant Submission re Doc Disclosure App</p> <p>2023-08-16 Respondent Submission re Stay App</p> <p>2023-08-16 Appellant Final Reply Submission re Doc Disclosure App</p>	<p>Appellant Book of Documents (not usually dated in the document itself, so we use the same date as the submissions since they will usually arrive together as one package)</p> <p>Affidavit of B. Smith which was dated/sworn on Aug 16, 2023. We will always use the date of the affidavit itself, which may differ slightly from the date of the submissions. Usually the affidavits are sworn/affirmed a day or two before the date of the written submissions.</p> <p>Appellant statement of points dated and received Aug 16, 2023</p> <p>Appellant statement of points dated Aug 15, but received Aug 16, 2023.</p> <p>Appellant final reply submission dated and received Aug 16, 2023.</p> <p>Appellant written submission which is undated, but was received Aug 16, 2023</p> <p>Appellant statement of points which is undated, but was received Aug 16, 2023</p> <p>Appellant submissions on a preliminary doc disclosure application, which were dated and received Aug 16, 2023</p> <p>Respondent submissions on a preliminary stay application, which were dated and received Aug 16, 2023</p> <p>Appellant final reply submission on a preliminary doc disclosure application, which was dated and received Aug 16, 2023.</p>
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## MS Teams Recordings - How to Access, Download, Save, and Transfer

When we record hearings, they automatically save to the "Team" and open on the Gov SharePoint. When hearings that are not linked to a "Team" are recorded, they save in the OneDrive instead. Generally, for hearings that are more than a ½ day or day, we want to have a "Team" set up.

You will find the recordings in a folder under the General Channel/Files:



To view a recording, click on the file. The video file will open on the Gov SharePoint. Once the video is open, you can click on “download” to download the file.

ov.sharepoint.com/teams/08702/\_layouts/15/stream.aspx?id=%2Fteams%2F08702%2FShared%20Documents%2FGeneral%2FRecordings%2FMeeting%20in%20\_General\_-20231115\_085909-... Search

Download

The files can then be saved on the LAN (or scanned to a CD if there is not enough space on the LAN).

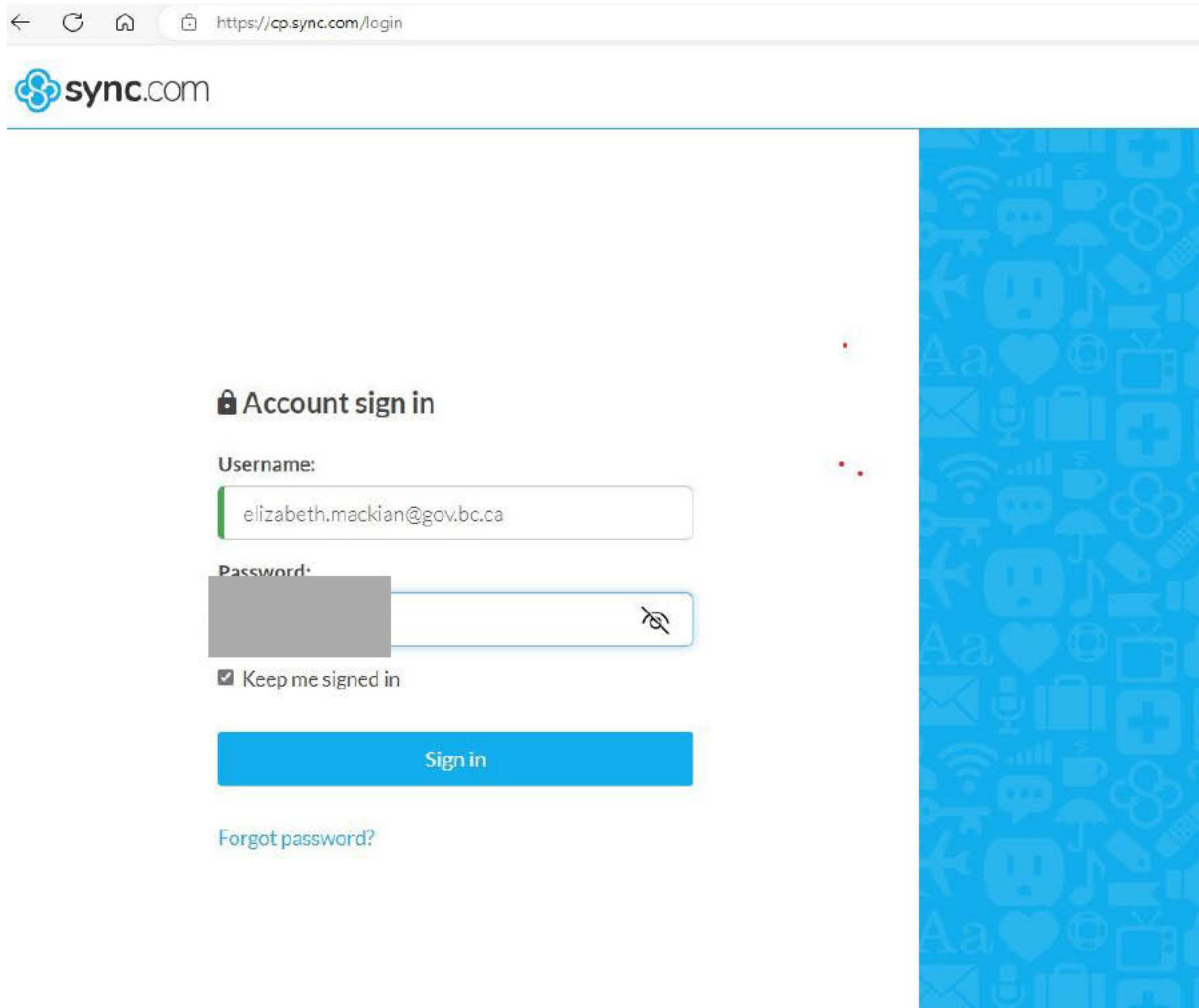
Appeals > RANGE ACT > FAC-RNG-22-A001 Canabo Cattle Co Ltd > Hearing on the Merits > Court Recorder Documents > Audio				
Name	Date modified	Type	Size	
Hearing FAC-RNG-22-A001 Canabo Cattl...	2023-11-16 7:17 PM	MP4 File	1,436,348 KB	
Hearing FAC-RNG-22-A001 Canabo Cattl...	2023-11-16 7:14 PM	MP4 File	1,363,370 KB	
Hearing FAC-RNG-22-A001 Canabo Cattl...	2023-11-16 7:16 PM	MP4 File	380,338 KB	

In cases where transcription companies need us to provide the audio, they will generally provide a secure file transfer link that the files can be uploaded to. Alternatively, we can offer to provide the files using Elizabeth's Sync account:


### **SYNC.COM (File Upload / Storage / Sharing)**


Username: [elizabeth.mackian@gov.bc.ca](mailto:elizabeth.mackian@gov.bc.ca)

Password: [REDACTED]

A screenshot of a web browser showing the login page for sync.com. The browser's address bar displays 'https://cp.sync.com/login'. The page features the sync.com logo at the top left. On the right side, there is a vertical blue decorative bar filled with various white icons representing different file types and functions. The main content area is titled 'Account sign in' with a lock icon. Below the title, there are input fields for 'Username' (containing 'elizabeth.mackian@gov.bc.ca') and 'Password' (which is masked with a grey box). A checkbox labeled 'Keep me signed in' is checked. A blue 'Sign in' button is positioned below the password field. At the bottom, there is a link for 'Forgot password?'.

← ↻ 🏠 🔒 https://cp.sync.com/login

 sync.com

 Account sign in

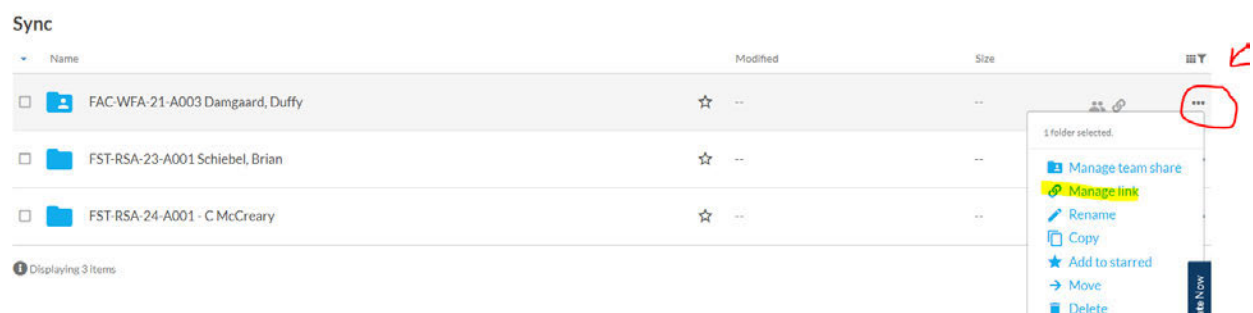
Username:

Password:

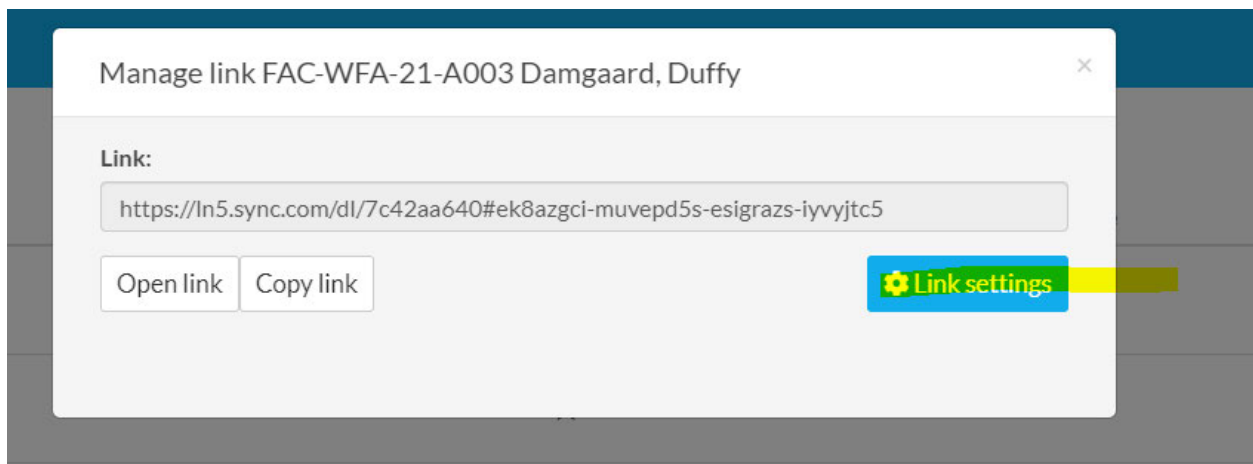
☒ Keep me signed in

[Forgot password?](#)

Once you have uploaded the file, you need to set up a password for the link. Go to Manage Link:



And then to Link settings. Enter the password . That way the link will be protected.




This is what the receiver will get after they get to the link. They will need password to access the documents.

A screenshot of a web application interface showing a password entry form. The form has a title bar with a lock icon and the text 'Enter password'. Below the title bar is a message: 'This link is password protected. If you do not have a password you'll need to contact the person who sent you the link.' Below the message is a text input field for the password. At the bottom right of the form is a blue button with the text 'Submit'.

Also, going to Manage share, you can add the users in the File.

Sync

▼ Name		Modified	Size		☰
<input type="checkbox"/>	 FAC-WFA-21-A003 Damgaard, Duffy	☆ --	--	<a href="#">Share -</a>	...
<input type="checkbox"/>	 FST-RSA-23-A001 Schiebel, Brian	☆ --	--	<div>Manage link Manage share</div>	...
<input type="checkbox"/>	 FST-RSA-24-A001 - C McCreary	☆ --	--	<a href="#">Share -</a>	...



# **EAB Tribunal Cluster**

## **Systems Access Setup User Guide**

**For Tribunal Members**

**Last Revised: July 2024**



## Forward

This Guide was created to assist members of the following tribunals, in setting up access to the tribunals' networked drives and Summer webmail:

- Community Care and Assisted Living Appeal Board;
- Environmental Appeal Board;
- Financial Services Tribunal
- Forest Appeals Commission;
- Health Professions Review Board;
- Hospital Appeal Board;
- Skilled Trades BC Appeal Board; and
- Energy Resource Appeal Tribunal.

Members are required to comply with the EAB Cluster's Member IT Resource Policy, and any other requirements established or adopted by the Chair of each of the bodies listed above.

**Password problems?** If you are having problems with your password, please call the AG IT Service Desk at **250-356-0545**. If it is an easy reset, they will be able to help. When you contact the AG IT Service Desk they will start by asking for your IDIR username. If you do not know your IDIR username, please contact the cluster's Intake Administrator at 250-387-3464 (Monday – Friday, 8:30am – 4:30pm).

If they are not able to help, perhaps because your account is dormant or disabled, please contact the cluster's Intake Administrator at 250-387-3464 (Monday – Friday, 8:30am – 4:30pm).



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## Definitions

**Boards or Tribunals** means all of the tribunals within the EAB tribunal cluster: the Community Care and Assisted Living Appeal Tribunal, Environmental Appeal Board, Financial Services Tribunal, Forest Appeals Commission, Health Professions Review Board, Hospital Appeal Board, Skilled Trades BC Appeal Board, and the Energy Resource Appeal Board.

**Cisco AnyConnect** is the name of the VPN software that will be downloaded to your computer. This software is required in order to access Summer webmail and networked drives.

**IDIR** this is your government username that will be provided to you. It is often in the form of jsmith, or similar, and it is different from your government email address, which is often in the form of john.smith@eabtribunals.ca.

**SPAN/BC** (Shared Provincial Access Network for British Columbia) is the computer network for government business used by remote provincial workers and telecommuters. You access SPAN/BC by downloading and turning on the Cisco AnyConnect software. You must first be connected to SPAN/BC in order to access Summer webmail and the tribunals' networked drives. (Our registry staff often call these networked drives "the LAN").

**Summer webmail** is the government email service used by tribunal members. Members login to Summer webmail at <https://summer.gov.bc.ca>. This is where members check email sent to their own @eabtribunals.ca inbox.

**VPN (Virtual Private Network)** is a mechanism for creating a secure connection between a computer and a computer network. Members use a VPN software called Cisco AnyConnect to create that secure connection between their personal computers and the government network called SPAN/BC.

## What Will I Have Access to?

As a tribunal member, you will be issued the following:

1. An IDIR username (i.e. jsmith) and password;
2. A government email address (i.e. [jsmith@eabtribunals.ca](mailto:jsmith@eabtribunals.ca)), and
3. Access to networked drives which will allow you to securely access, share, and save tribunal-related information and work product. You will have both a personal networked drive, and a shared tribunal-specific networked drive. (Our registry staff often call these networked drives "the LAN").

If you are appointed to more than one tribunal, you will use the same email and IDIR username for all of them.

Members are **not** provided with any Microsoft software (i.e. Word, Excel, Teams), computer hardware, or a phone.

## Before You Start: Security Awareness

To ensure that government security policies are not violated by any personal internet activity, it is important that you **disconnect your VPN session** after you complete your tribunal business. Instructions for how to do this are found later in the document.

If you do not disconnect your VPN session before conducting personal internet activities, then be aware that your personal internet data and traffic will be traversing the government network, SPAN/BC. If your internet activity violates the government's [Appropriate Use Policy](#), a security investigation may occur, and there may be repercussions for your appointment.

## Download and Install the VPN Software

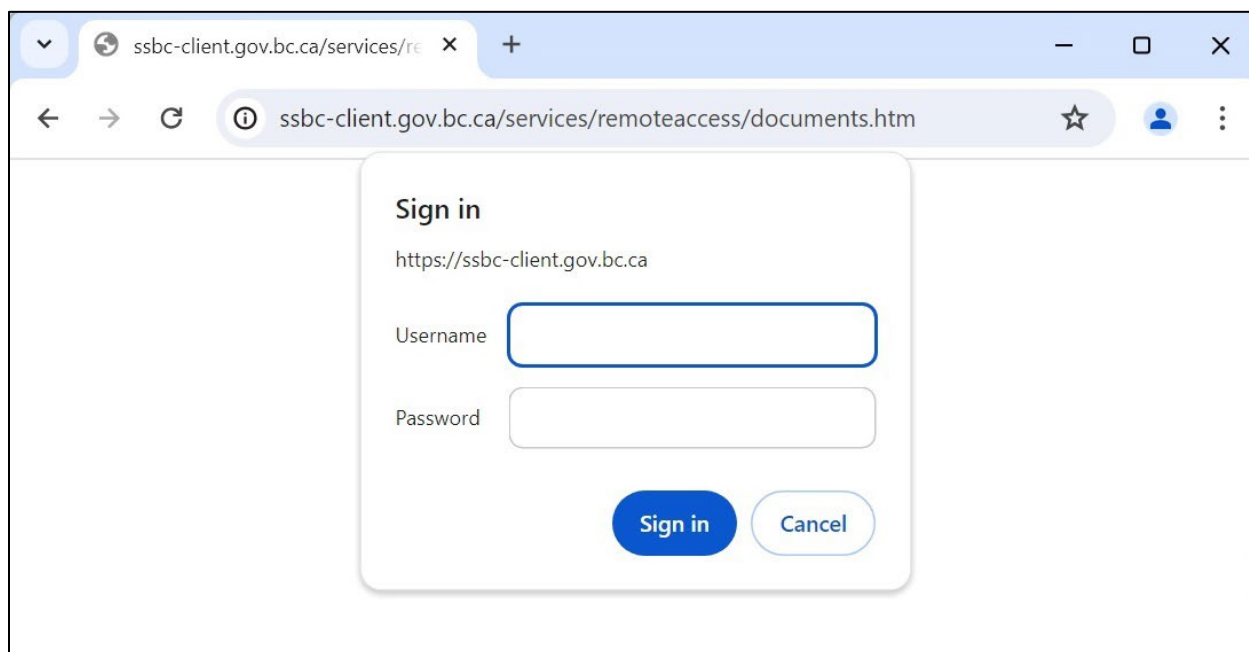
In order to access Summer webmail and the networked drives, you will first need to download and install the Cisco AnyConnect VPN software.

The first time that you install the Cisco AnyConnect VPN software, you will also need to map to your personal networked drive and a tribunal-specific networked drive. (Our registry staff often call these networked drives “the LAN”).

1. Download the Cisco AnyConnect VPN software from <https://ssbc-client.gov.bc.ca/services/remotefaccess/documents.htm> (or the shorter URL: <https://tinyurl.com/yydowqbp>).

If the following screen appears you must enter your IDIR username (i.e. jsmith) and password.

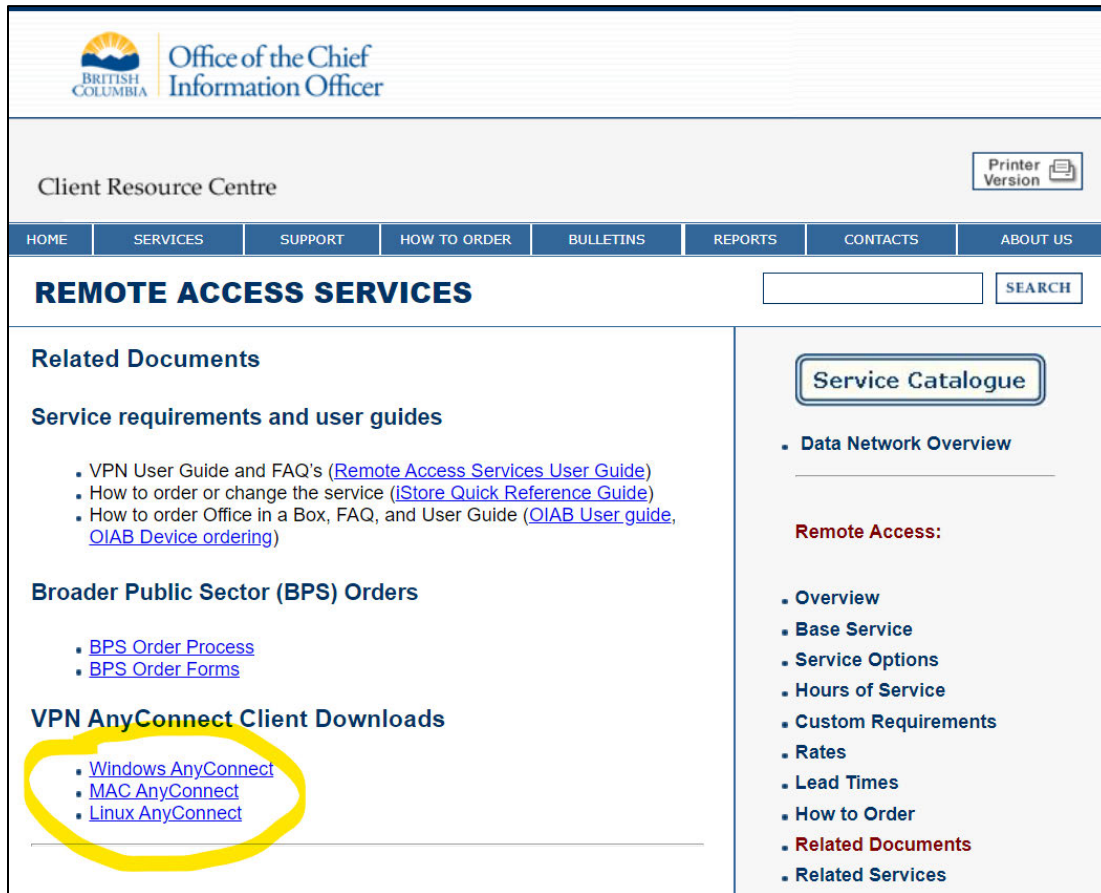
**Fig. 1: Enter your IDIR username and password**



The screenshot shows a web browser window with the address bar displaying `ssbc-client.gov.bc.ca/services/remotefaccess/documents.htm`. A modal dialog titled "Sign in" is centered on the screen. The modal contains the URL `https://ssbc-client.gov.bc.ca` and two input fields: "Username" and "Password". Below the input fields are two buttons: "Sign in" (blue) and "Cancel" (white with blue border).

2. You will be forwarded to the webpage shown in the picture below. Click the link under “VPN AnyConnect Client Downloads” based on your operating system.

Fig. 2: AnyConnect Download Webpage



3. Once AnyConnect is downloaded:

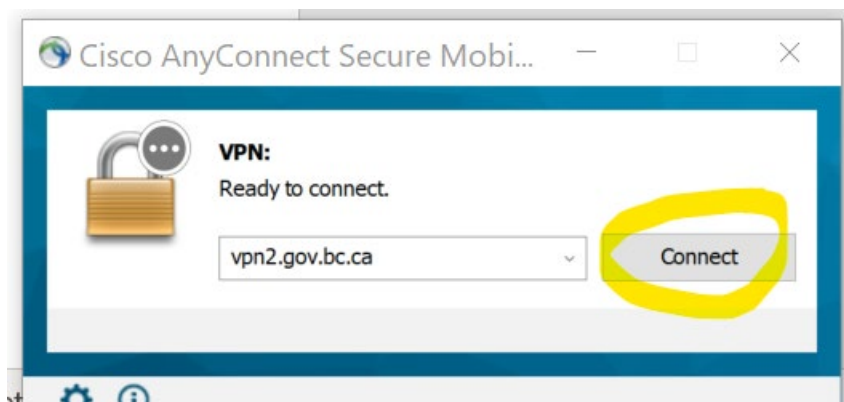
- if you are on a **PC**, follow the prompts and install the program;
- if you are on a **Mac**, move the AnyConnect icon that appears on your desktop (or wherever it was downloaded; depending on your version of the operating system) and save/move it into your Applications folder.

If you have problems installing your software on your computer, please contact the cluster's Intake Administrator at 250-387-3464.

## Log in to the VPN Software

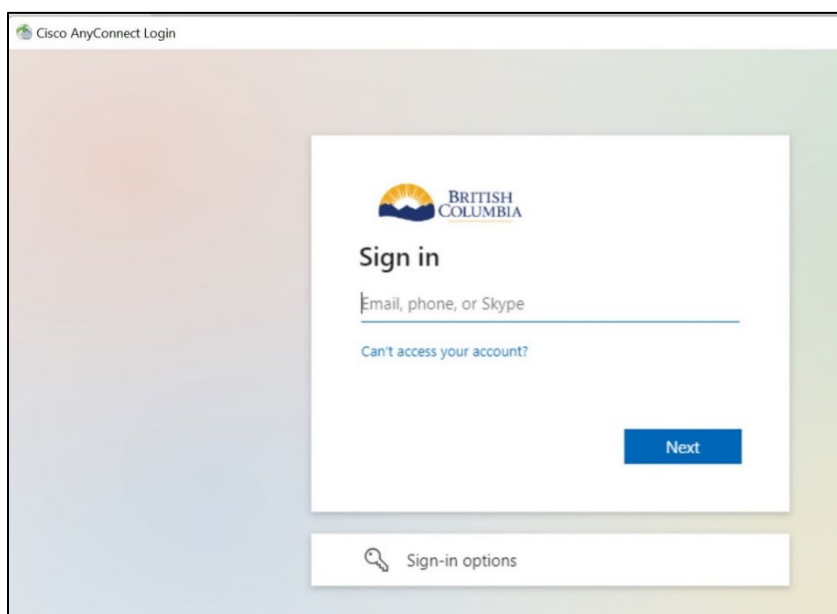
1. Once Cisco AnyConnect VPN software is installed on your computer, open it from your computer's program list (or from the start menu).
2. When you open the Cisco AnyConnect VPN software, a dialogue box will appear (shown below). Enter **vpn2.gov.bc.ca** and then click Connect.

**Fig. 4: Cisco AnyConnect Dialogue Box**



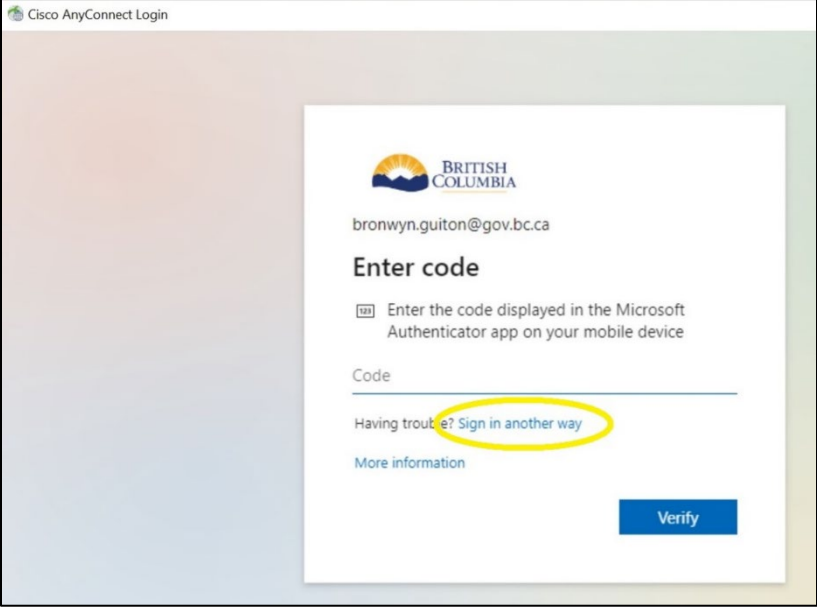
3. Another dialogue box will then open (shown below) and prompt you to enter your tribunal-provided email address (i.e. [john.smith@eabtribunals.ca](mailto:john.smith@eabtribunals.ca)). Another dialogue box will then open and prompt you to enter your password.

**Fig. 5: Log In Dialogue Boxes**




4. Another dialogue box will then open and prompt you for a second form of authentication (this is called multi-factor authentication, or “MFA”). Most of the time, you will select **Sign in Another Way** (circled in yellow in the picture below).

**Fig. 6: Multi-Factor Authentication**




Cisco AnyConnect Login

 BRITISH COLUMBIA

bronwyn.guiton@gov.bc.ca

**Enter code**

 Enter the code displayed in the Microsoft Authenticator app on your mobile device

Code

Having trouble? [Sign in another way](#)

[More information](#)

**Verify**

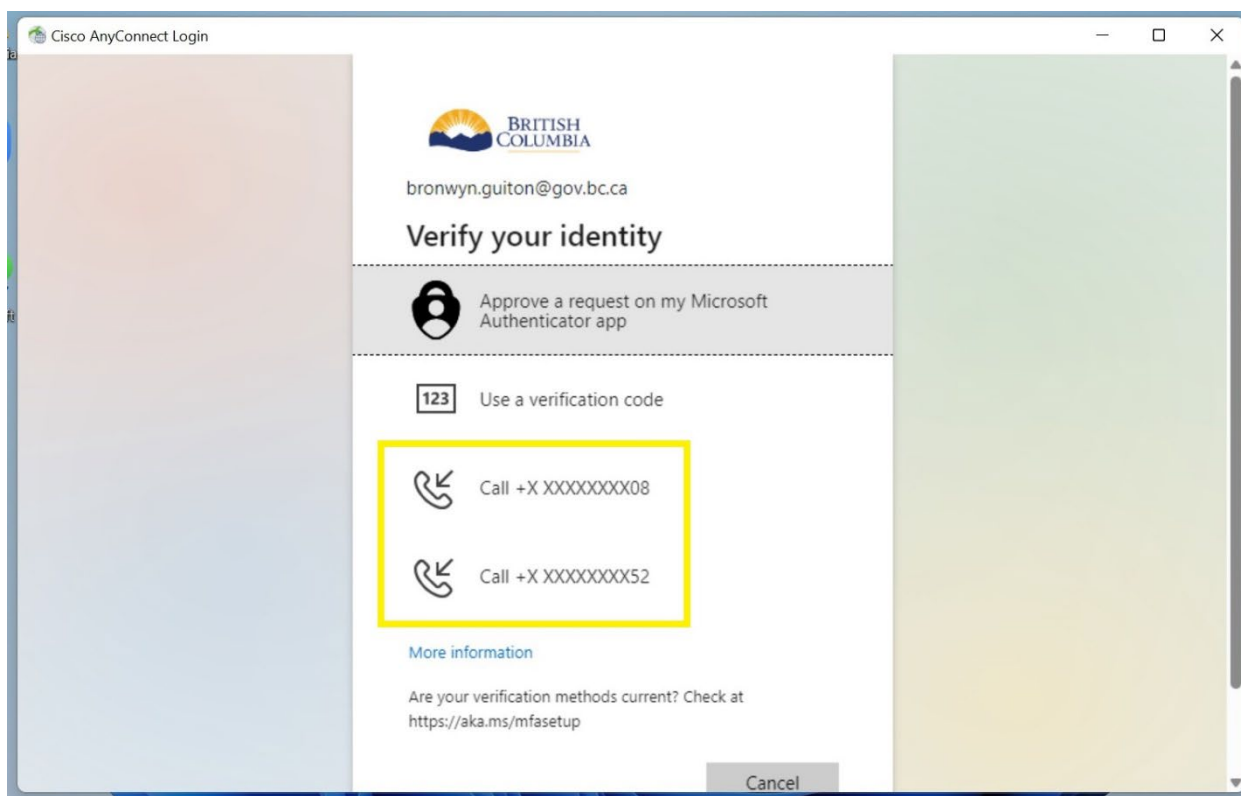
5. After clicking "Sign in Another Way", you will be presented with a number of options for multi-factor authentication ("MFA"). In most cases, it will be easiest to select a phone number that you, or someone you know, can pick-up immediately.

Once you select a phone number, Microsoft will call that number within about 5 seconds and prompt you to press pound # key to prove your identity.

If any of the numbers in the list end in "64", then it is likely that Microsoft will call the cluster's front desk phone (**250-387-3464**). The cluster's Intake Administrator can assist you with this during business hours (Monday – Friday, 8:30am – 4:30pm). Please call the Intake Administrator at **250-387-3464** in advance and explain that you will be trying to verify your identity by MFA.

**Note:** You may be asked to complete this MFA check every time you start the VPN software in the future (not just when you install it for the first time). If you wish to have your personal cell number added to the list of phone numbers that can be used to verify your identity, please contact the cluster's Intake Administrator at 250-387-3464 (Monday – Friday, 8:30 – 4:30).

**Fig. 7: Authentication by Phone**



If you have problems, please contact the cluster's Intake Administrator at 250-387-3464 (Monday – Friday, 8:30 – 4:30)



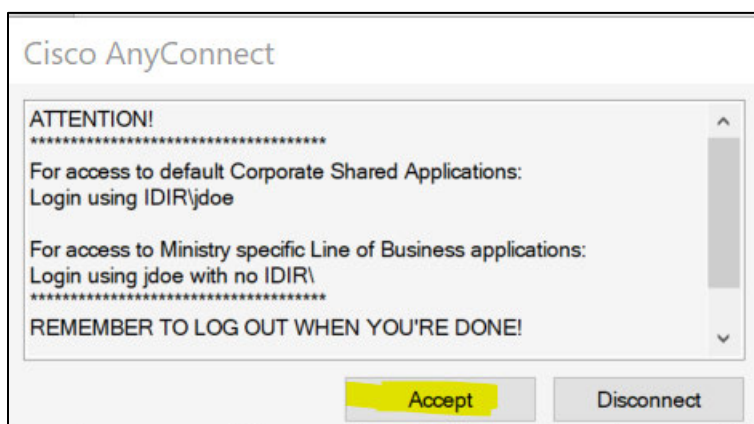
6. Assuming you successfully complete the MFA, all dialogue boxes should close, or otherwise prompt you to close them.

A Cisco AnyConnect dialogue box will then open (pictured below). Please read the message in the dialogue box and then click **Accept**. Messages often contain information about upgrades or security changes.

If this dialogue box does not open, please open Cisco AnyConnect from your program/start menu. If you get an “unsuccessful” or other error message, please still try starting it from the program/start menu.

Once you press Accept, you are successfully logged in to the Cisco AnyConnect VPN software, which connects you to the government network. All communications sent to and from your computer is now being processed through the government’s network. Please ensure you only do tribunal-related work while connected in this way.

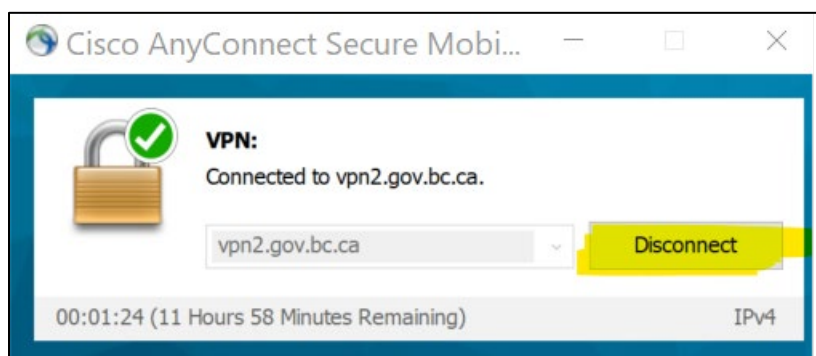
**Fig. 8: Service Bulletin**



## How to Disconnect the VPN Software

When you have finished your session, open the start menu and locate the Cisco AnyConnect Secure Mobility Client. Open this software and click "Disconnect" to log off. This will disconnect you from the government network.

**Fig. 10: AnyConnect Disconnect Dialogue Box**



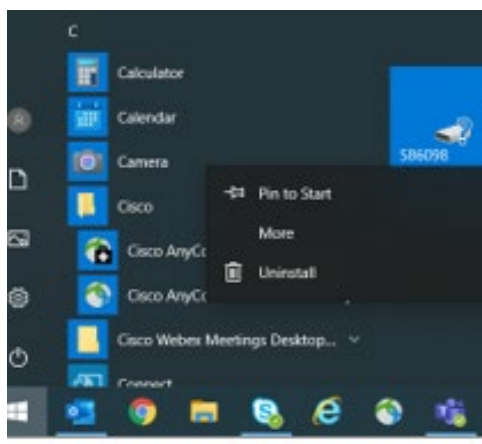
If you do not disconnect your VPN session before conducting personal internet activities, then be aware that your personal internet data and traffic will be traversing the government network, SPAN/BC. If your internet activity violates the [Appropriate Use Policy](#) a security investigation may occur, and there may be possible repercussions for your appointment.

## How to Pin the VPN Software to your Start Menu

It is helpful to pin the Cisco AnyConnect VPN software to your start menu to easily find the software when logging in and logging off.

To do this, locate the Cisco AnyConnect Secure Mobility Client in the program list, and then right click it and chose Pin to Start.

**Fig. 9: How to Pin software to menu at bottom of screen**



## Accessing Summer Webmail

Summer webmail is the government email service used by tribunal members.

Members login to Summer webmail at <https://summer.gov.bc.ca>. This is where members check for emails sent to their own @eabtribunals.ca inbox.

**A separate guide, *Summer Webmail Usage Guide*, which is available from registry staff, provides detailed instructions for accessing and using Summer webmail. The information below is a summary for convenience.**

1. Open and login to the Cisco AnyConnect VPN software (as described above).
2. Go to <https://summer.gov.bc.ca>.
3. Login by following these steps:
  - a. Selected whether you are logging in from a public or shared computer, or a private computer, by selecting the appropriate button.
  - b. In the Domain\Username field type **idir\[your IDIR username]**  
  
For example: **idir\jsmith**
  - c. Enter your IDIR password (case sensitive) into the Password field.
  - d. Press enter or click the Log On button.

Summer webmail will automatically log you out after 2 minutes of inactivity (i.e. no clicks or page refreshes for 2 minutes), resulting in the loss of whatever email is being written, without the opportunity to send or save it.

The EAB Cluster's Member IT Resource Policy requires members **not** to exchange appeal-related work product and communication through their personal email address (i.e. @gmail.com). Instead, members must use Summer webmail for all appeal related communications.

The EAB Cluster's Member IT Resource Policy also requires members to log in to Summer webmail at least once a month to proactively check for emails.

BC Government IT policies require you to change your IDIR password at least once every 90 days or it will be automatically deactivated.

## Networked Drives File Paths

Networked drives have been set up for members to securely save and share information and appeal-related documents. In most cases, each member will have access to one shared networked drive for the tribunal they are appointed to, and one networked drive that is private just for themselves.

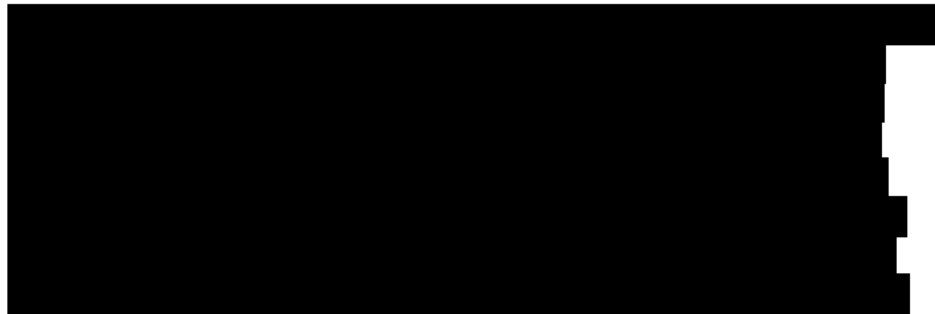
Each tribunal's shared networked drive contains tribunal-related information and appeal-specific information. Each member's private networked drive provides space to save appeal-related work product.

### Tribunal-Specific Shared Networked Drives

Please map the drives you require to your computer (instructions below). Access will only be provided to the drives for tribunals to which you are appointed. It works best to copy and past the file path.

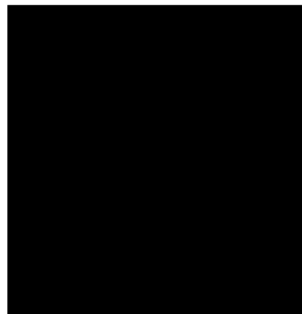
On PCs, you will need to enter the following file paths:

CCALAB  
EAB  
FAC  
FST  
HAB  
HPRB  
STBCAB  
ERAT



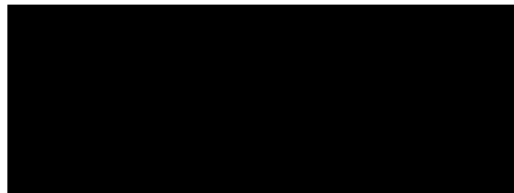
On Macs, you will need to enter the following paths (short):

CCALAB  
EAB  
FAC  
FST  
HAB  
HPRB  
STBCAB  
ERAT

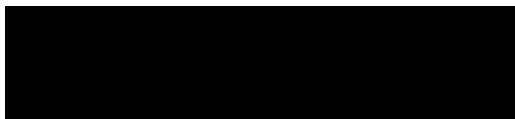


On Macs, if the short path did not work, please try to enter the following:

CCALAB  
EAB  
FAC  
FST  
HAB



HPRB  
STBCAB  
ERAT



### Member-Specific Private Networked Drive

A private networked drive has been set up for each member. This drive will only be accessible by you, and will only be available while you are appointed to the tribunal. **The path to your personal drive will be sent to you in your set up email.** The file path will look like this:

Windows Personal Drive file path:



For example, \



MAC Personal Drive file path:



For example,



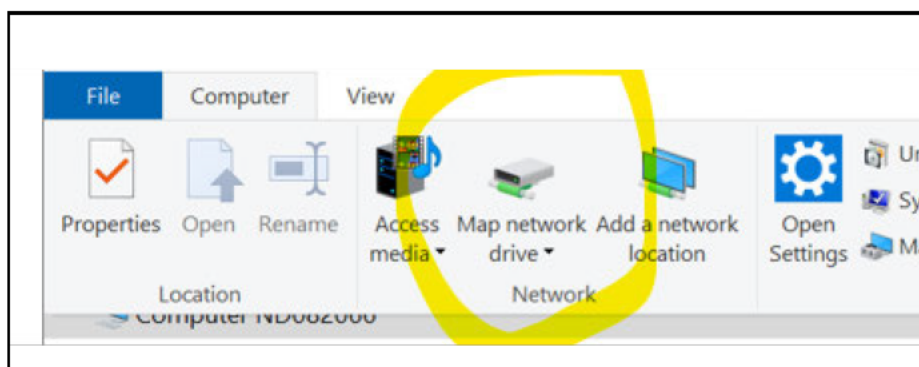
## How to Map Shared Drives & Personal Drive

### Windows 10:

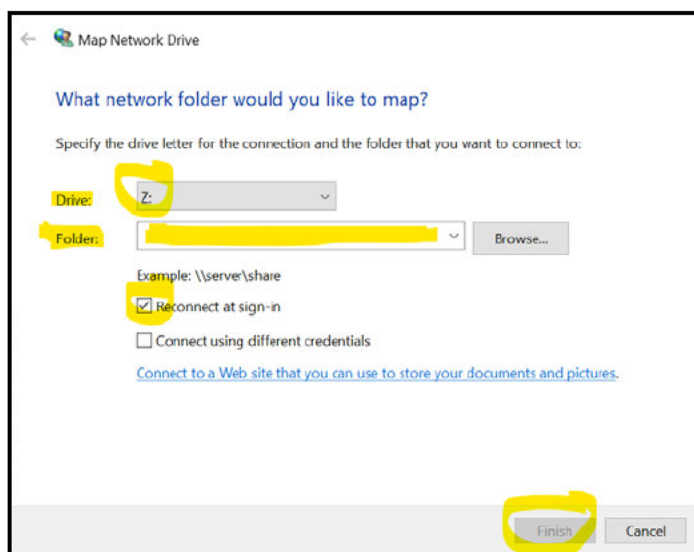
To log in on Windows 10:

1. Log into VPN (as instructed above);
2. Open file explorer from the taskbar or the Start menu, or press the Windows logo key + E;
3. Select **This PC** from the left pane;
4. Select the **Computer** tab of This PC and select **Map network drive** (as shown below);

Fig. 10: Map Network Drive Button



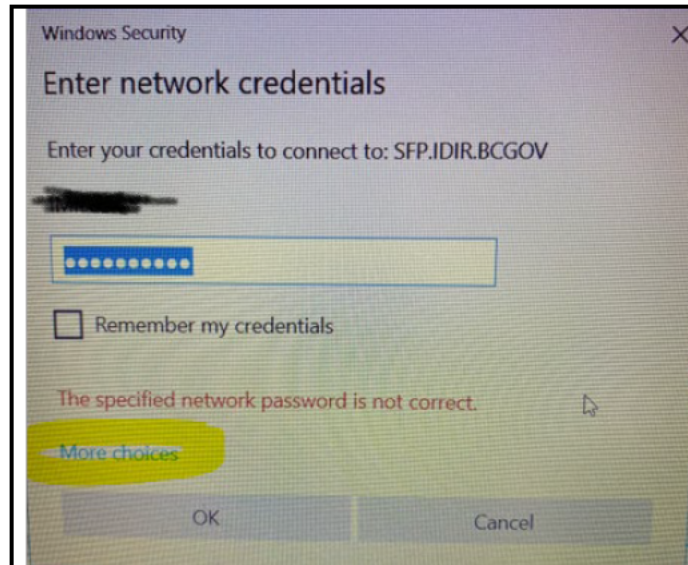
5. In the Drive list, select any available drive letter (as shown at right).
6. In the **Folder** box, type the path of the drive (shared drives are listed above, you're the path of your personal drive will be sent separately). To connect every time you log on to your PC, select the **Reconnect at sign-in** check box (this is not recommended unless your computer is dedicated to work for the tribunal).



7. Select **Finish**.

Once you have finished mapping the drive, it can be accessed in the same way as any other drive on your computer, provided you are connected to SPAN/BC using the Cisco AnyConnect VPN software.

**NOTE:** If you see a security message (as pictured at below, after you click **"Finish"**, click **"More choices"** and then, when prompted for a user name, type IDIR\your idir. For example, IDIR\jsmith. Then enter your password and click **"OK"**.

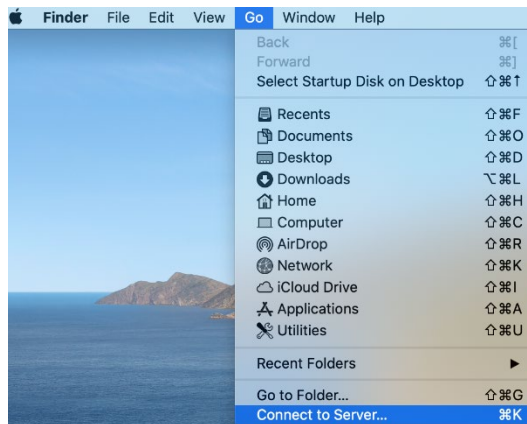


## Mac:

To log in on Mac:

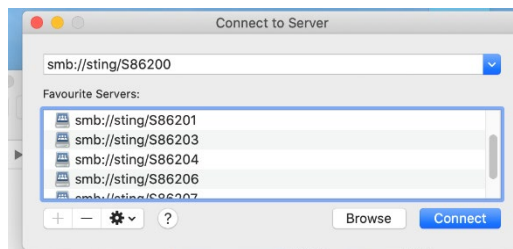
1. Open the **Finder** and, at the top of the screen, click the “**Go**” pull-down menu;
2. Select “**Connect to Server...**” (as shown below);

**Fig. 10: Connect to Server Button**



3. In the dialogue box that appears, enter the path of the server listed above (as shown below);

**Fig. 11: Connect to Server Dialogue Box**

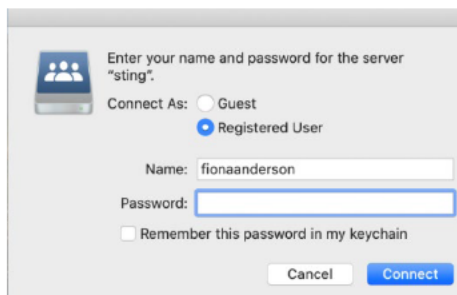


4. Press “**Connect**” and, if a pop-up window opens asking if you wish to continue, press “**Continue**”;



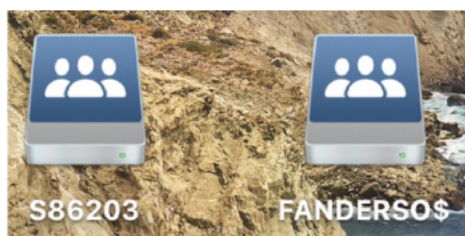
5. In the dialogue box that appears, asking whether you wish to log in as a registered user or a guest, select “Registered User” and log in with IDIR\YOUR IDIR (for example, IDIR\JSMITH) as the **Name**, and your password (as shown below);

Fig. 12: Log In Screen (Mac)



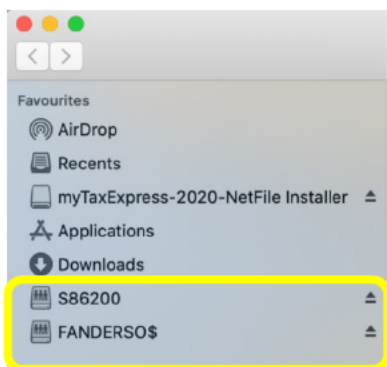
6. Once you are connected to the drive, a drive icon should appear on your desktop (as shown below). You may wish to drag the icon onto “**Favourites**” in your Finder window.

Fig. 13: Drive Icon on Mac Desktop



7. If you designate the drive as a Favourite, you should then be able to log in by clicking on the icon in your Favourites (as shown below and highlighted), rather than going back to “**Finder > Go > Connect to Server**”. You will then be prompted to enter your user Name and password, as in step 5.

Fig. 14: Drives in Favourites List



## IDIR Password Reset

You will be assigned a temporary password at first. You must log in as soon as you can to change it to a permanent password.\

1. To change your IDIR password, go to <https://www.pwchange.gov.bc.ca>, and enter your current temporary/valid username and password (i.e. jsmith) and password
2. You will be forwarded to the webpage shown below and prompted to change your password.



The screenshot shows the British Columbia government website header with the logo and navigation links: Home, Help, Contact Us. A user is logged in as 'Serval'. The main content area features a 'Change Your Password' form with the following fields: User Name, Password, New Password, and Confirm New Password. At the bottom of the form are two buttons: 'Change Password' and 'Cancel'.

IDIR passwords expire once every 90 days. Please set a reminder in your calendar to update your IDIR password every 85 days to account for weekends. Ensure you set the reminder earlier if you may be away on vacation or similarly unavailable to receive calendar updates.

**If you forget your password or fail to change it within 90 days of setting it, you must contact the Ministry of Attorney General IT Service Desk at 250-356-0545 to have your password reset.**

Passwords must be complex using a strong 14 character password with complex parameters.

IDIR passwords must:

- be 14 or more characters long;
- contain at least one upper case letter;
- contain at least one lower case letter;
- contain at least one number;
- contain at least one symbol (! \$ & %);
- not reuse any password that you have used for another account;
- not contain your username; and
- not repeat any of your last 24 passwords.

**TITLE: CASE MANAGER****CLASSIFICATION: AO21**

The Case Manager provides support for seven (7) independent adjudicative tribunals: the Community Care and Assisted Living Appeal Board, the Environmental Appeal Board, the Financial Services Tribunal, the Forest Appeals Commission, the Hospital Appeal Board, the Industry Training Appeal Board and the Oil and Gas Appeal Tribunal.

Each tribunal is governed by a different statute. They hear appeals from decisions made under twenty-two (22) different statutes and various associated regulations. The tribunals are supported by one administrative office which provides appeal registry services, legal advice, research support, systems support, financial/administrative services, and communication strategies throughout the province.

**JOB OVERVIEW**

*The Case Manager is responsible for processing and managing all appeals for all seven (7) tribunals from intake to appeal hearing to file closure. This position is unique due to the number of agencies it serves and the scope of knowledge and skills required to serve those agencies. The responsibilities include: initial jurisdictional assessment of the appeal; overseeing the intake, screening, processing and tracking of appeals; conducting case management conferences; analyzing the file and identifying preliminary issues and providing advice regarding operational and procedural issues; procedural decision-making; conducting informal Alternate Dispute Resolution ("ADR") and identifying cases amenable to formal ADR; hearing panel preparation; post-adjudication panel support; and file closure. This position is the primary contact for parties, legal representatives, panel members, court recorders, contractors for hearings, and the public, and also speaks at full Board meetings. The Case Manager often deals with highly emotional participants in confrontational situations.*

*The Case Manager operates with a high degree of autonomy in high-pressure, dynamic, politically sensitive and contentious environments, in which each agency must consider the legislative and common law (administrative justice) rights of the appellant, respondent, third parties and participants. The Case Manager works with sensitive, confidential and high profile matters in an appeal process that is subject to public scrutiny, review by the courts, and has a significant impact on the public perception of each tribunal. Essential for this position is: knowledge of administrative law principles as well as the governing legislation, directives, policies and guidelines for each of the seven tribunals; confidence; good judgement; excellent communication skills; tact; discretion; and respect for confidentiality.*

*This position provides functional supervision to the Appeals Clerk and the contracted hearing recording secretaries (court recorders).*

*This position reports to the Vice Chair, Service Delivery of the Environmental Appeal Board, which provides administrative support for the Forest Appeals Commission, Oil and Gas Appeal Tribunal, and to the Director of Supported Boards, who oversees administration of the Community Care and Assisted Living Appeal Board, Financial Services Tribunal, Hospital Appeal Board, and the Industry Training Appeal Board.*

**ACCOUNTABILITIES/DELIVERABLES**

Career Group:

Administrative Services

Job Family:

Administrative Support

Job Stream:

Role:

Administration

Revised Date:

June 2018

**Provides efficient and effective case management support for all appeal files by processing and managing appeals filed with seven (7) tribunals from intake to closure of the file by:**

- Screening incoming correspondence, requests, phone calls, and visitors to determine the nature and priority of the inquiry or request, and logging and referring those matters to the appropriate staff member for attention and/or response, if appropriate.
- Developing and enforcing strategies, methods and standards to ensure appeals are processed and managed in accordance with legislative requirements and internal policies and standards of the Environmental Appeal Board.
- Managing the lifecycle of all appeals, from submission of a notice of appeal through post-decision closure of the appeal file, including assessing jurisdiction under 22 statutes and the *Administrative Tribunals Act* and implementing records management protocols (ARCS/ORCS).
- Gathering all information pertaining to the appeal process; managing scheduling and arrangement of appeals; determining the need for, and arranging, the joinder of files, pre-appeal conferences, etc.
- Scheduling pre-appeal and case management conferences, as needed.
- Providing input and recommendations to the Vice Chair, Service Delivery and Chair of the Environmental Appeal Board regarding concerns related to jurisdiction and standing, procedural fairness concerns, the efficient conduct of appeals, pre-appeal conferences, statistical tracking, etc.
- Identifying cases amenable to ADR, conducting informal ADR and arranging for a formal ADR process where appropriate.
- Dealing with preliminary procedural issues within the framework established by the Environmental Appeal Board and supported Boards.
- Managing and coordinating receipt of written submissions and ensuring proper dissemination of documents for a hearing.
- Directing set up and coordination of appeals, including: scheduling, venue, recording secretaries, special arrangements, documents, technological requirements.
- Providing detailed operational and procedural information and assistance to the parties, the panel members and the public.
- Managing and disseminating, as appropriate, all tribunal orders, directions and decisions.
- Working closely with the Chair and Vice Chair, Service Delivery of the Environmental Appeal Board, the Director of Supported Boards, the five Chairs of the supported Boards, and fifty tribunal members to ensure an efficient and effective appeal process, identifying emerging and critical issues for them and alerting processes to accommodate unusual or special requests or requirements.
- Providing training on the case management system, supervising and coordinating staff assisting on large, complex appeal files.
- Managing relationships with contracted recording secretaries, service providers and ensuring services are provided in accordance with the contracts.
- Carrying out logistical work and special projects, as assigned by the Chair; Vice Chair, Service Delivery; and/or Director of Supported Boards of the Environmental Appeal Board.

**Responsible for increasing public trust and confidence that actions taken by the seven (7) tribunals are consistent with their respective legislated mandates, their directives, policies and guidelines by:**

- Acting as primary contact for parties, legal representatives, panel members, and the public on appeals, and providing outstanding customer service to any person seeking support from the tribunals regarding appeals or tribunal procedures generally.
- Establishing and maintaining effective communication links with Ministries and agencies to ensure effective exchange of information and consistent, constructive appeal processes.
- Responding to a large volume of sensitive telephone and written enquiries from parties, legal representatives, and the public regarding appeals and appeal processes.
- Exercising high level of judgement in dealing with angry or upset individuals and ensuring appropriate release of information.
- Responding to a variety of routine and non-routine correspondence; seeking advice from the respective tribunal Chair and/or legal advice from the tribunal's legal counsel, where appropriate.
- Providing advice and critical information to the respective tribunal Chair, either directly, or through the relevant Executive Director, concerning case-specific issues or policy issues relevant to the particular tribunal's mandate.
- Speaking at full Board meetings regarding process issues and making recommendations.

**Ongoing utilization and monitoring of the case management system to ensure each tribunal's mandate and timelines are met by:**

- Supervising and coordinating maintenance of the case management system according to the applicable standards; making recommendations for improvements and implementing changes.
- Entering and tracking all activities pertaining to appeals, producing regular reports, and developing and preparing ad hoc reports on each of the tribunal's activities and decisions as requested.
- Co-ordinating workflow, monitoring and tracking deadlines for submissions due via the case management system; triaging contentious issues and following up with the applicable person or party in the event of problems/delays.
- Drafting letters to parties and determining if the parties' documents, submissions or information is incomplete or insufficient.
- Providing information to be utilized and updated in the case management system to ensure proper control and tracking of workflow for each case, and for use in the Annual Reports.
- Managing appeal file closures and vetting of file content/structure for archiving.
- Identifying the need for, and participating in, the development and implementation of new procedures.
- Providing technical input on special projects.

## JOB REQUIREMENTS

### Education and Experience

- Degree in Law, a diploma or degree related to business, public administration or dispute resolution, OR an equivalent combination of relevant education and experience.
- Three (3) years' experience interpreting and applying legislation, regulations and policy in complex situations.
- Experience writing clear and concise letters, reports or decisions.
- Experience using non-adversarial dispute resolution techniques to resolve disputes in sensitive and contentious circumstances.
- Experience providing culturally sensitive, timely, respectful, quality service to the public in a high-volume, fast-paced environment.
- Experience developing effective working relationships with key internal and external stakeholders.
- Experience with database applications including Word, Excel, Outlook, Power Point.
- Successful completion of security screening requirements of the BC Public Service, which may include a criminal records check, and/or Criminal Records Review Act (CRRA) check, and/or enhanced security screening checks as required by the ministry (**Note: It is important that you read the job posting carefully to understand the specific security screening requirements pertaining to the position**).

#### Preference may be given to applicants with:

- Experience applying the theories and principles of administrative law and rules of evidence.
- Investigative experience, gathering and securing of relevant information.

### Knowledge, Skills and Abilities

- Ability to apply the theories and principles of administrative law, rules of evidence, common law, and administrative fairness/natural justice.
- Ability to work both in a team setting and independently, completing some or all work remotely.
- Proven ability to effectively organize a heavy workload and manage individual case files while meeting tight deadlines.

## BEHAVIOURAL COMPETENCIES

- **Concern for Order** reflects an underlying drive to reduce uncertainty in the surrounding environment. It is expressed in such forms as monitoring and checking work or information, insisting on clarity of roles and functions, etc.

- **Planning, Organizing and Co-ordinating** involves proactively planning, establishing priorities and allocating resources. It is expressed by developing and implementing increasingly complex plans. It also involves monitoring and adjusting work to accomplish goals and deliver to the organization's mandate.
- **Decisive Insight** combines the ability to draw on one's own experience, knowledge and training and effectively problem-solve increasingly difficult and complex situations. It involves breaking down problems, tracing implications and recognizing patterns and connections that are not obviously related. It translates into identifying underlying issues and making the best decisions at the most appropriate time. At higher levels, the parameters upon which to base the decision become increasingly complex and ambiguous and call upon novel ways to think through issues.
- **Analytical Thinking** is the ability to comprehend a situation by breaking it down into its components and identifying key or underlying complex issues. It implies the ability to systematically organize and compare the various aspects of a problem or situation, and determine cause-and-effect relationships ("if...then...") to resolve problems in a sound, decisive manner. Checks to ensure the validity or accuracy of all information.
- **Listening, Responding and Understanding:** the desire and ability to understand and respond effectively to other people from diverse backgrounds. It includes the ability to understand accurately and respond effectively to spoken and unspoken or partly expressed thoughts, feelings and concerns of others. People who demonstrate high levels of this competency show a deep and complex understanding of others, including cross-cultural sensitivity.
- **Information Seeking** is driven by a desire to know more about things, people or issues. It implies going beyond the questions that are routine or required in the job. It may include "digging" or pressing for exact information; resolution of discrepancies by asking a series of questions; or less-focused environmental "scanning" for potential opportunities or miscellaneous information that may be of future use.
- **Results Orientation** - is a concern for surpassing a standard of excellence. The standard may be one's own past performance (striving for improvement); an objective measure (achievement orientation); challenging goals that one has set; or even improving or surpassing what has already been done (continuous improvement). Thus, a unique accomplishment also indicates a Results Orientation.
- **Teamwork and Cooperation:** the ability to work cooperatively within diverse teams, work groups and across the organization to achieve group and organizational goals.



**TITLE: CASE MANAGER****CLASSIFICATION: AO21**

The Case Manager provides support for seven (7) independent adjudicative tribunals: the Community Care and Assisted Living Appeal Board, the Environmental Appeal Board, the Financial Services Tribunal, the Forest Appeals Commission, the Hospital Appeal Board, the Industry Training Appeal Board and the Oil and Gas Appeal Tribunal.

Each tribunal is governed by a different statute. They hear appeals from decisions made under twenty-two (22) different statutes and various associated regulations. The tribunals are supported by one administrative office which provides appeal registry services, legal advice, research support, systems support, financial/administrative services, and communication strategies throughout the province.

**JOB OVERVIEW**

*The Case Manager is responsible for processing and managing all appeals for all seven (7) tribunals from intake to appeal hearing to file closure. This position is unique due to the number of agencies it serves and the scope of knowledge and skills required to serve those agencies. The responsibilities include: initial jurisdictional assessment of the appeal; overseeing the intake, screening, processing and tracking of appeals; conducting case management conferences; analyzing the file and identifying preliminary issues and providing advice regarding operational and procedural issues; procedural decision-making; conducting informal Alternate Dispute Resolution ("ADR") and identifying cases amenable to formal ADR; hearing panel preparation; post-adjudication panel support; and file closure. This position is the primary contact for parties, legal representatives, panel members, court recorders, contractors for hearings, and the public, and also speaks at full Board meetings. The Case Manager often deals with highly emotional participants in confrontational situations, and assists all seven (7) tribunals minimize costs by resolving disputes early and minimize costly preliminary decisions and decisions on the merits by members.*

*Specifically, the Case Manager supports the resolution of preliminary and on-the-merits matters before the tribunals by:*

- a) Assisting the parties in reaching resolution by agreement independently or via mediation;*
- b) Reviewing appeals and identifying issues under dispute, the associated facts, and confirming that the appropriate parties are included in any preliminary or merits-based settlement or adjudicative process;*
- c) Providing a neutral, non-binding evaluation where appropriate;*
- d) Preparing the parties for adjudication of the matter(s) in dispute; and*
- e) Recommending to the tribunal process(es) to be used in resolving a dispute.*

*Case Managers have also been delegated decision-making authority by the Chair of the Environmental Appeal Board, Forest Appeals Commission, and Oil and Gas Appeal Tribunal, as authorized in the Administrative Tribunals Act. Case Managers are authorized to accept or reject notices of appeal, and to dismiss appeals in a variety of circumstances.*



*The Case Manager operates with a high degree of autonomy in high-pressure, dynamic, time-sensitive, politically sensitive and contentious environments, in which each agency must consider the legislative and common law (administrative justice) rights of the appellant, respondent, third parties and participants. The Case Manager works with sensitive, confidential and high profile matters in an appeal process that is subject to public scrutiny, review by the courts, and has a significant impact on the public perception of each tribunal. The Case Manager also delegates work to the Intake Administrator, and has supervisory authority and training responsibilities with that position. The Case Manager is also responsible for supervising and signing off on contracted services from court reporters and other professionals associated with the conduct of oral hearings.*

*Essential for this position is: knowledge of administrative law principles as well as the governing legislation, directives, policies and guidelines for each of the seven tribunals; confidence; good judgement; excellent communication skills; tact; discretion; and respect for confidentiality.*

*This position reports to the Vice Chair/Registrar of the Environmental Appeal Board, which provides administrative support for the Forest Appeals Commission, Oil and Gas Appeal Tribunal, and to the Director of Supported Boards, who oversees administration of the Community Care and Assisted Living Appeal Board, Financial Services Tribunal, Hospital Appeal Board, and the Industry Training Appeal Board.*

### **ACCOUNTABILITIES/DELIVERABLES**

**Provides efficient and effective case management support for all appeal files by processing and managing appeals filed with seven (7) tribunals from intake to closure of the file by:**

- Managing a significant and diverse caseload, while adhering to tight timelines and the requirements of procedural fairness and natural justice, and, along with the Vice Chair/Registrar; Director, Supported Board; and the Chair of the applicable tribunal, determine the appropriate and proportional level of tribunal resources to dedicate to the resolution of each appeal.
- Assigning appeal-related work, as appropriate, to the Intake Administrator, and supervising and educating the Intake Administrator with respect to work assigned.
- Serving as main contact with parties contracted to provide hearing-related services, such as court recorders and hearing venues, and to provide instruction and feedback with respect to the requirements of the tribunals' rules and procedures, including matters impacting procedural fairness.
- Participating in program meetings to ensure consistency in service delivery and harmonized standards across seven tribunals, and to make recommendations for the improvement of service delivery, including access to justice, timeliness and efficiency of processes, and reconciliation efforts.
- Screening incoming correspondence, requests, phone calls, and visitors to determine the nature and priority of the inquiry or request, and logging that contact, prior to using knowledge of practices, procedure, and administrative law authorities and principles to address the request or inquiry, or to refer matters to the appropriate staff member for attention and/or response, if appropriate.
- Developing and enforcing strategies, methods and standards to ensure appeals are processed and managed in accordance with legislative requirements and internal policies and standards of the Environmental Appeal Board, and to assist with the continuous improvement of registry services, through the development, implementation, and assessment of projects and initiatives to address changing priorities, program needs, and access to justice concerns.

- Managing the lifecycle of all appeals, from submission of a notice of appeal through post-decision closure of the appeal file, including assessing jurisdiction under 22 statutes and the *Administrative Tribunals Act* and implementing records management protocols (ARCS/ORCS).
- Determining issues of jurisdiction, standing, availability of remedy, and application of filing deadlines, and to dismiss appeals within the scope of delegation made by the Chair of the Environmental Appeal Board, Forest Appeals Commission, and Oil and Gas Appeal Tribunal.
- Verifying that all required parties and interested parties are included in the appeal process and recommending whether parties, participants or interveners should be invited to participate in the appeal process.
- Gathering all information pertaining to the appeal process; managing scheduling and arrangement of appeals; determining the need for, and arranging, the joinder of files, pre-appeal conferences, orders for the disclosure of records or other things in the parties' possession, the gathering and disclosure of expert evidence, and parties' position with respect to settlement, etc.
- Scheduling pre-appeal and case management conferences, as needed.
- Providing input and recommendations to the Vice Chair/Registrar and Chair of the Environmental Appeal Board regarding concerns related to jurisdiction and standing, procedural fairness concerns, the efficient conduct of appeals, pre-appeal conferences, statistical tracking, etc.
- Identifying cases amenable to ADR, conducting informal ADR and arranging for a formal ADR process where appropriate.
- Dealing with preliminary procedural issues within the framework established by the Environmental Appeal Board and supported Boards.
- Managing and coordinating receipt of written submissions and ensuring proper dissemination of documents for a hearing.
- Directing set up and coordination of appeals, including: scheduling, venue, recording secretaries, special arrangements, documents, technological requirements.
- Providing detailed operational and procedural information and assistance to the parties, the panel members and the public.
- Managing and disseminating, as appropriate, all tribunal orders, directions and decisions.
- Working closely with the Chair and Vice Chair/Registrar of the Environmental Appeal Board, the Director of Supported Boards, the five Chairs of the supported Boards, and fifty tribunal members to ensure an efficient and effective appeal process, identifying emerging and critical issues for them and alerting processes to accommodate unusual or special requests or requirements.
- Providing training on the case management system, supervising and coordinating staff assisting on large, complex appeal files.
- Managing relationships with contracted recording secretaries, service providers and ensuring services are provided in accordance with the contracts.
- Carrying out logistical work and special projects, as assigned by the Chair; Vice Chair/Registrar; and/or Director of Supported Boards of the Environmental Appeal Board.

**Responsible for increasing public trust and confidence that actions taken by the seven (7) tribunals are consistent with their respective legislated mandates, their directives, policies and guidelines by:**

- Acting as primary contact for parties, legal representatives, panel members, and the public on appeals, and providing outstanding customer service to any person seeking support from the tribunals regarding appeals or tribunal procedures generally.
- Establishing and maintaining effective communication links with Ministries and agencies to ensure effective exchange of information and consistent, constructive appeal processes.
- Responding to a large volume of sensitive telephone and written enquiries from parties, legal representatives, and the public regarding appeals and appeal processes.
- Exercising high level of judgement in dealing with angry or upset individuals and ensuring appropriate release of information.
- Responding to a variety of routine and non-routine correspondence; seeking advice from the respective tribunal Chair and/or legal advice from the tribunal's legal counsel, where appropriate.
- Providing advice and critical information to the respective tribunal Chair, either directly, or through the relevant Executive Director, concerning case-specific issues or policy issues relevant to the particular tribunal's mandate.
- Speaking at full Board meetings regarding process issues and making recommendations.

**Ongoing utilization and monitoring of the case management system to ensure each tribunal's mandate and timelines are met by:**

- Supervising and coordinating maintenance of the case management system according to the applicable standards; making recommendations for improvements and implementing changes.
- Entering and tracking all activities pertaining to appeals, producing regular reports, and developing and preparing ad hoc reports on each of the tribunal's activities and decisions as requested.
- Co-ordinating workflow, monitoring and tracking deadlines for submissions due via the case management system; triaging contentious issues and following up with the applicable person or party in the event of problems/delays.
- Drafting letters to parties and determining if the parties' documents, submissions or information is incomplete or insufficient.
- Providing information to be utilized and updated in the case management system to ensure proper control and tracking of workflow for each case, and for use in the Annual Reports.
- Managing appeal file closures and vetting of file content/structure for archiving.
- Identifying the need for, and participating in, the development and implementation of new procedures.
- Providing technical input on special projects.

## JOB REQUIREMENTS

### Education and Experience

- Degree in Law, a diploma or degree related to business, public administration or dispute resolution, OR an equivalent combination of relevant education and experience.
- Three (3) years' experience interpreting and applying legislation, regulations and policy in complex situations.
- Experience managing high-volume case loads with a view to customer/user service.
- Experience writing clear and concise letters, reports or decisions.
- Experience using non-adversarial dispute resolution techniques to resolve disputes in sensitive and contentious circumstances.
- Experience providing culturally sensitive, timely, respectful, quality service to the public in a high-volume, fast-paced environment.
- Experience supervising staff.
- Experience developing effective working relationships with key internal and external stakeholders.
- Experience with database applications including Word, Excel, Outlook, Power Point.
- Successful completion of security screening requirements of the BC Public Service, which may include a criminal records check, and/or Criminal Records Review Act (CRRA) check, and/or enhanced security screening checks as required by the ministry (**Note: It is important that you read the job posting carefully to understand the specific security screening requirements pertaining to the position**).

#### Preference may be given to applicants with:

- Experience applying the theories and principles of administrative law and rules of evidence.
- Investigative experience, gathering and securing of relevant information.

### Knowledge, Skills and Abilities

- Ability to apply the theories and principles of administrative law, rules of evidence, common law, and administrative fairness/natural justice.
- Ability to diffuse volatile situations with difficult, upset and often irate clients while focusing on fair outcomes.
- Ability to gather and secure relevant information using effective listening and questioning skills.
- Strong verbal and written communication skills, in order to clearly, concisely and respectfully convey information in plain language. Ability to work both in a team setting and independently, completing some or all work remotely.
- Proven ability to effectively organize a heavy workload and manage individual case files while meeting tight deadlines.

- Ability to operate effectively in a near paperless environment, using only computer-based systems to manage work, document outcomes and record qualitative and quantitative data.
- Ability to learn and effective use novel and rapidly-changing technology platforms, and to assist others in doing so.

Successful completion of security screening requirements of the BC Public Service, which may include a criminal records check, and/or Criminal Records Review Act (CRRA) check as required by the ministry (**Note: It is important that you read the job posting carefully to understand the specific security screening requirements pertaining to the position**).

## BEHAVIOURAL COMPETENCIES

- **Concern for Order** reflects an underlying drive to reduce uncertainty in the surrounding environment. It is expressed in such forms as monitoring and checking work or information, insisting on clarity of roles and functions, etc.
- **Leadership** - implies a desire to lead others including diverse teams. Leadership is generally, but not always, demonstrated from a position of formal authority. The “team” here should be understood broadly as any group with which the person interacts regularly
- **Planning, Organizing and Co-ordinating** involves proactively planning, establishing priorities and allocating resources. It is expressed by developing and implementing increasingly complex plans. It also involves monitoring and adjusting work to accomplish goals and deliver to the organization’s mandate.
- **Decisive Insight** combines the ability to draw on one's own experience, knowledge and training and effectively problem-solve increasingly difficult and complex situations. It involves breaking down problems, tracing implications and recognizing patterns and connections that are not obviously related. It translates into identifying underlying issues and making the best decisions at the most appropriate time. At higher levels, the parameters upon which to base the decision become increasingly complex and ambiguous and call upon novel ways to think through issues.
- **Analytical Thinking** is the ability to comprehend a situation by breaking it down into its components and identifying key or underlying complex issues. It implies the ability to systematically organize and compare the various aspects of a problem or situation, and determine cause-and-effect relationships ("if...then...") to resolve problems in a sound, decisive manner. Checks to ensure the validity or accuracy of all information.
- **Listening, Responding and Understanding:** the desire and ability to understand and respond effectively to other people from diverse backgrounds. It includes the ability to understand accurately and respond effectively to spoken and unspoken or partly expressed thoughts, feelings and concerns of others. People who demonstrate high levels of this competency show a deep and complex understanding of others, including cross-cultural sensitivity.
- **Information Seeking** is driven by a desire to know more about things, people or issues. It implies going beyond the questions that are routine or required in the job. It may include "digging" or pressing for exact information; resolution of discrepancies by asking a series of questions; or less-focused

environmental "scanning" for potential opportunities or miscellaneous information that may be of future use.

- **Results Orientation** - is a concern for surpassing a standard of excellence. The standard may be one's own past performance (striving for improvement); an objective measure (achievement orientation); challenging goals that one has set; or even improving or surpassing what has already been done (continuous improvement). Thus, a unique accomplishment also indicates a Results Orientation.
- **Teamwork and Cooperation:** the ability to work cooperatively within diverse teams, work groups and across the organization to achieve group and organizational goals.
- **Flexibility** - is the ability and willingness to adapt to and work effectively with a variety of diverse situations and diverse individuals or groups.

**TITLE: CASE MANAGER****CLASSIFICATION: AO24**

The Case Manager provides support for seven (7) independent adjudicative tribunals: the Community Care and Assisted Living Appeal Board, the Environmental Appeal Board, the Financial Services Tribunal, the Forest Appeals Commission, the Hospital Appeal Board, the Skilled Trades BC Appeal Board and the Energy Resource Appeal Tribunal.

Each tribunal is governed by a different statute. They hear appeals from decisions made under twenty-two (22) different statutes and various associated regulations. The tribunals are supported by one administrative office which provides appeal registry services, legal advice, research support, systems support, financial/administrative services, and communication strategies throughout the province.

**JOB OVERVIEW**

*The Case Manager is responsible for processing and managing all appeals for all seven (7) tribunals from intake to appeal hearing to file closure. This position is unique due to the number of agencies it serves and the scope of knowledge and skills required to serve those agencies. The responsibilities include: initial jurisdictional assessment of the appeal; overseeing the intake, screening, processing and tracking of appeals; conducting case management conferences; analyzing the file and identifying preliminary issues and providing advice regarding operational and procedural issues; procedural decision-making; conducting informal Alternate Dispute Resolution ("ADR") and identifying cases amenable to formal ADR; hearing panel preparation; post-adjudication panel support; and file closure. This position is the primary contact for parties, legal representatives, panel members, court recorders, contractors for hearings, and the public, and also speaks at full Board meetings. The Case Manager often deals with highly emotional participants in confrontational situations, and assists all seven (7) tribunals minimize costs by resolving disputes early and minimize costly preliminary decisions and decisions on the merits by members.*

*Specifically, the Case Manager supports the resolution of preliminary and on-the-merits matters before the tribunals by:*

- a) Assisting the parties in reaching resolution by agreement independently or via mediation;*
- b) Reviewing appeals and identifying issues under dispute, the associated facts, and confirming that the appropriate parties are included in any preliminary or merits-based settlement or adjudicative process;*
- c) Providing a neutral, non-binding evaluation where appropriate;*
- d) Preparing the parties for adjudication of the matter(s) in dispute; and*
- e) Recommending to the tribunal process(es) to be used in resolving a dispute.*

*Case Managers have also been delegated decision-making authority by the Chair of the Environmental Appeal Board, Forest Appeals Commission, and Energy Resource Appeal Tribunal, as authorized in the Administrative Tribunals Act. Case Managers are authorized to accept or reject notices of appeal, and to dismiss appeals in a variety of circumstances.*



*The Case Manager operates with a high degree of autonomy in high-pressure, dynamic, time-sensitive, politically sensitive and contentious environments, in which each agency must consider the legislative and common law (administrative justice) rights of the appellant, respondent, third parties and participants. The Case Manager works with sensitive, confidential and high profile matters in an appeal process that is subject to public scrutiny, review by the courts, and has a significant impact on the public perception of each tribunal. The Case Manager also delegates work to the Intake Administrator, and has supervisory authority and training responsibilities with that position. The Case Manager is also responsible for supervising and signing off on contracted services from court reporters and other professionals associated with the conduct of oral hearings.*

*Essential for this position is: knowledge of administrative law principles as well as the governing legislation, directives, policies and guidelines for each of the seven tribunals; confidence; good judgement; excellent communication skills; tact; discretion; and respect for confidentiality.*

*This position reports to the Vice Chair and Registrar of the Environmental Appeal Board, which provides administrative support for the Forest Appeals Commission, Energy Resource Appeal Tribunal, and to the Director of Supported Boards, who oversees administration of the Community Care and Assisted Living Appeal Board, Financial Services Tribunal, Hospital Appeal Board, and the Skilled Trades BC Appeal Board.*

### **ACCOUNTABILITIES/DELIVERABLES**

**Provides efficient and effective case management support for all appeal files by processing and managing appeals filed with seven (7) tribunals from intake to closure of the file by:**

- Managing a significant and diverse caseload, while adhering to tight timelines and the requirements of procedural fairness and natural justice, and, along with the Vice Chair and Registrar; Director, Supported Board; and the Chair of the applicable tribunal, determine the appropriate and proportional level of tribunal resources to dedicate to the resolution of each appeal.
- Assigning appeal-related work, as appropriate, to the Intake Administrator, and supervising and educating the Intake Administrator with respect to work assigned.
- Serving as main contact with parties contracted to provide hearing-related services, such as court recorders and hearing venues, and to provide instruction and feedback with respect to the requirements of the tribunals' rules and procedures, including matters impacting procedural fairness.
- Participating in program meetings to ensure consistency in service delivery and harmonized standards across seven tribunals, and to make recommendations for the improvement of service delivery, including access to justice, timeliness and efficiency of processes, and reconciliation efforts.
- Screening incoming correspondence, requests, phone calls, and visitors to determine the nature and priority of the inquiry or request, and logging that contact, prior to using knowledge of practices, procedure, and administrative law authorities and principles to address the request or inquiry, or to refer matters to the appropriate staff member for attention and/or response, if appropriate.
- Developing and enforcing strategies, methods and standards to ensure appeals are processed and managed in accordance with legislative requirements and internal policies and standards of the Environmental Appeal Board, and to assist with the continuous improvement of registry services, through the development, implementation, and assessment of projects and initiatives to address changing priorities, program needs, and access to justice concerns.



- Managing the lifecycle of all appeals, from submission of a notice of appeal through post-decision closure of the appeal file, including assessing jurisdiction under 22 statutes and the *Administrative Tribunals Act* and implementing records management protocols (ARCS/ORCS).
- Determining issues of jurisdiction, standing, availability of remedy, and application of filing deadlines, and to dismiss appeals within the scope of delegation made by the Chair of the Environmental Appeal Board, Forest Appeals Commission, and Energy Resource Appeal Tribunal.
- Verifying that all required parties and interested parties are included in the appeal process and recommending whether parties, participants or interveners should be invited to participate in the appeal process.
- Gathering all information pertaining to the appeal process; managing scheduling and arrangement of appeals; determining the need for, and arranging, the joinder of files, pre-appeal conferences, orders for the disclosure of records or other things in the parties' possession, the gathering and disclosure of expert evidence, and parties' position with respect to settlement, etc.
- Scheduling pre-appeal and case management conferences, as needed.
- Providing input and recommendations to the Vice Chair and Registrar and Chair of the Environmental Appeal Board regarding concerns related to jurisdiction and standing, procedural fairness concerns, the efficient conduct of appeals, pre-appeal conferences, statistical tracking, etc.
- Identifying cases amenable to ADR, conducting informal ADR and arranging for a formal ADR process where appropriate.
- Dealing with preliminary procedural issues within the framework established by the Environmental Appeal Board and supported Boards.
- Managing and coordinating receipt of written submissions and ensuring proper dissemination of documents for a hearing.
- Directing set up and coordination of appeals, including: scheduling, venue, recording secretaries, special arrangements, documents, technological requirements.
- Providing detailed operational and procedural information and assistance to the parties, the panel members and the public.
- Managing and disseminating, as appropriate, all tribunal orders, directions and decisions.
- Working closely with the Chair and Vice Chair and Registrar of the Environmental Appeal Board, the Director of Supported Boards, the five Chairs of the supported Boards, and fifty tribunal members to ensure an efficient and effective appeal process, identifying emerging and critical issues for them and alerting processes to accommodate unusual or special requests or requirements.
- Providing training on the case management system, supervising and coordinating staff assisting on large, complex appeal files.
- Managing relationships with contracted recording secretaries, service providers and ensuring services are provided in accordance with the contracts.
- Carrying out logistical work and special projects, as assigned by the Chair; Vice Chair and Registrar; and/or Director of Supported Boards of the Environmental Appeal Board.

**Responsible for increasing public trust and confidence that actions taken by the seven (7) tribunals are consistent with their respective legislated mandates, their directives, policies and guidelines by:**

- Acting as primary contact for parties, legal representatives, panel members, and the public on appeals, and providing outstanding customer service to any person seeking support from the tribunals regarding appeals or tribunal procedures generally.
- Establishing and maintaining effective communication links with Ministries and agencies to ensure effective exchange of information and consistent, constructive appeal processes.
- Responding to a large volume of sensitive telephone and written enquiries from parties, legal representatives, and the public regarding appeals and appeal processes.
- Exercising high level of judgement in dealing with angry or upset individuals and ensuring appropriate release of information.
- Responding to a variety of routine and non-routine correspondence; seeking advice from the respective tribunal Chair and/or legal advice from the tribunal's legal counsel, where appropriate.
- Providing advice and critical information to the respective tribunal Chair, either directly, or through the relevant Executive Director, concerning case-specific issues or policy issues relevant to the particular tribunal's mandate.
- Speaking at full Board meetings regarding process issues and making recommendations.

**Ongoing utilization and monitoring of the case management system to ensure each tribunal's mandate and timelines are met by:**

- Supervising and coordinating maintenance of the case management system according to the applicable standards; making recommendations for improvements and implementing changes.
- Entering and tracking all activities pertaining to appeals, producing regular reports, and developing and preparing ad hoc reports on each of the tribunal's activities and decisions as requested.
- Co-ordinating workflow, monitoring and tracking deadlines for submissions due via the case management system; triaging contentious issues and following up with the applicable person or party in the event of problems/delays.
- Drafting letters to parties and determining if the parties' documents, submissions or information is incomplete or insufficient.
- Providing information to be utilized and updated in the case management system to ensure proper control and tracking of workflow for each case, and for use in the Annual Reports.
- Managing appeal file closures and vetting of file content/structure for archiving.
- Identifying the need for, and participating in, the development and implementation of new procedures.
- Providing technical input on special projects.

## JOB REQUIREMENTS

### Education and Experience

- Degree in Law, a diploma or degree related to business, public administration or dispute resolution, OR an equivalent combination of relevant education and experience.
- Three (3) years' experience interpreting and applying legislation, regulations and policy in complex situations.
- Experience managing high-volume case loads with a view to customer/user service.
- Experience writing clear and concise letters, reports or decisions.
- Experience using non-adversarial dispute resolution techniques to resolve disputes in sensitive and contentious circumstances.
- Experience providing culturally sensitive, timely, respectful, quality service to the public in a high-volume, fast-paced environment.
- Experience supervising staff.
- Experience developing effective working relationships with key internal and external stakeholders.
- Experience with database applications including Word, Excel, Outlook, Power Point.
- Successful completion of security screening requirements of the BC Public Service, which may include a criminal records check, and/or Criminal Records Review Act (CRRA) check, and/or enhanced security screening checks as required by the ministry (**Note: It is important that you read the job posting carefully to understand the specific security screening requirements pertaining to the position**).

#### Preference may be given to applicants with:

- Experience applying the theories and principles of administrative law and rules of evidence.
- Investigative experience, gathering and securing of relevant information.

### Knowledge, Skills and Abilities

- Ability to apply the theories and principles of administrative law, rules of evidence, common law, and administrative fairness/natural justice.
- Ability to diffuse volatile situations with difficult, upset and often irate clients while focusing on fair outcomes.
- Ability to gather and secure relevant information using effective listening and questioning skills.
- Strong verbal and written communication skills, in order to clearly, concisely and respectfully convey information in plain language. Ability to work both in a team setting and independently, completing some or all work remotely.
- Proven ability to effectively organize a heavy workload and manage individual case files while meeting tight deadlines.

- Ability to operate effectively in a near paperless environment, using only computer-based systems to manage work, document outcomes and record qualitative and quantitative data.
- Ability to learn and effective use novel and rapidly-changing technology platforms, and to assist others in doing so.

Successful completion of security screening requirements of the BC Public Service, which may include a criminal records check, and/or Criminal Records Review Act (CRRA) check as required by the ministry (**Note: It is important that you read the job posting carefully to understand the specific security screening requirements pertaining to the position**).

## BEHAVIOURAL COMPETENCIES

- **Concern for Order** reflects an underlying drive to reduce uncertainty in the surrounding environment. It is expressed in such forms as monitoring and checking work or information, insisting on clarity of roles and functions, etc.
- **Leadership** - implies a desire to lead others including diverse teams. Leadership is generally, but not always, demonstrated from a position of formal authority. The “team” here should be understood broadly as any group with which the person interacts regularly
- **Planning, Organizing and Co-ordinating** involves proactively planning, establishing priorities and allocating resources. It is expressed by developing and implementing increasingly complex plans. It also involves monitoring and adjusting work to accomplish goals and deliver to the organization’s mandate.
- **Decisive Insight** combines the ability to draw on one's own experience, knowledge and training and effectively problem-solve increasingly difficult and complex situations. It involves breaking down problems, tracing implications and recognizing patterns and connections that are not obviously related. It translates into identifying underlying issues and making the best decisions at the most appropriate time. At higher levels, the parameters upon which to base the decision become increasingly complex and ambiguous and call upon novel ways to think through issues.
- **Analytical Thinking** is the ability to comprehend a situation by breaking it down into its components and identifying key or underlying complex issues. It implies the ability to systematically organize and compare the various aspects of a problem or situation, and determine cause-and-effect relationships ("if...then...") to resolve problems in a sound, decisive manner. Checks to ensure the validity or accuracy of all information.
- **Listening, Responding and Understanding:** the desire and ability to understand and respond effectively to other people from diverse backgrounds. It includes the ability to understand accurately and respond effectively to spoken and unspoken or partly expressed thoughts, feelings and concerns of others. People who demonstrate high levels of this competency show a deep and complex understanding of others, including cross-cultural sensitivity.
- **Information Seeking** is driven by a desire to know more about things, people or issues. It implies going beyond the questions that are routine or required in the job. It may include "digging" or pressing for exact information; resolution of discrepancies by asking a series of questions; or less-focused

environmental "scanning" for potential opportunities or miscellaneous information that may be of future use.

- **Results Orientation** - is a concern for surpassing a standard of excellence. The standard may be one's own past performance (striving for improvement); an objective measure (achievement orientation); challenging goals that one has set; or even improving or surpassing what has already been done (continuous improvement). Thus, a unique accomplishment also indicates a Results Orientation.
- **Teamwork and Cooperation:** the ability to work cooperatively within diverse teams, work groups and across the organization to achieve group and organizational goals.
- **Flexibility** - is the ability and willingness to adapt to and work effectively with a variety of diverse situations and diverse individuals or groups.

**TITLE: CASE MANAGER/REGISTRAR****CLASSIFICATION: AO21**

The Case Manager/Registrar provides support for seven (7) independent adjudicative tribunals: the Community Care and Assisted Living Appeal Board, the Environmental Appeal Board, the Financial Services Tribunal, the Forest Appeals Commission, the Hospital Appeal Board, the Industry Training Appeal Board and the Oil and Gas Appeal Tribunal.

Each tribunal is governed by a different statute. They hear appeals from decisions made under twenty-two (22) different statutes and various associated regulations. The tribunals are supported by one administrative office which provides appeal registry services, legal advice, research support, systems support, financial/administrative services, and communication strategies throughout the province.

**JOB OVERVIEW**

*The Case Manager/Registrar is responsible for processing and managing all appeals for all seven (7) tribunals from intake to appeal hearing to file closure. This position is unique due to the number of agencies it serves and the scope of knowledge and skills required to serve those agencies. The responsibilities include: initial jurisdictional assessment of the appeal; overseeing the intake, screening, processing and tracking of appeals; conducting case management conferences; analyzing the file and identifying preliminary issues and providing advice regarding operational and procedural issues; procedural decision-making; conducting informal Alternate Dispute Resolution ("ADR") and identifying cases amenable to formal ADR; hearing panel preparation; post-adjudication panel support; and file closure. This position is the primary contact for parties, legal representatives, panel members, court recorders, contractors for hearings, and the public, and also speaks at full Board meetings. The Case Manager/Registrar often deals with highly emotional participants in confrontational situations.*

*The Case Manager/Registrar operates with a high degree of autonomy in high-pressure, dynamic, politically sensitive and contentious environments, in which each agency must consider the legislative and common law (administrative justice) rights of the appellant, respondent, third parties and participants. The Case Manager/Registrar works with sensitive, confidential and high profile matters in an appeal process that is subject to public scrutiny, review by the courts, and has a significant impact on the public perception of each tribunal. Essential for this position is: knowledge of administrative law principles as well as the governing legislation, directives, policies and guidelines for each of the seven tribunals; confidence; good judgement; excellent communication skills; tact; discretion; and respect for confidentiality.*

*This position provides functional supervision to the Appeals Clerk, the Finance and Administrative Assistant, and the contracted hearing recording secretaries (court recorders).*

*This position reports to the Vice Chair, Service Delivery of the Environmental Appeal Board, which provides administrative support for the Forest Appeals Commission, Oil and Gas Appeal Tribunal, and to the Director of Supported Boards, who oversees administration of the Community Care and Assisted Living Appeal Board, Financial Services Tribunal, Hospital Appeal Board, and the Industry Training Appeal Board.*

**ACCOUNTABILITIES/DELIVERABLES**

Career Group:

Administrative Services

Job Family:

Administrative Support

Job Stream:

Role:

Administration

Revised Date:

June 2018

**Provides efficient and effective case management support for all appeal files by processing and managing appeals filed with seven (7) tribunals from intake to closure of the file by:**

- Screening incoming correspondence, requests, phone calls, and visitors to determine the nature and priority of the inquiry or request, and logging and referring those matters to the appropriate staff member for attention and/or response, if appropriate.
- Developing and enforcing strategies, methods and standards to ensure appeals are processed and managed in accordance with legislative requirements and internal policies and standards of the Environmental Appeal Board.
- Managing the lifecycle of all appeals, from submission of a notice of appeal through post-decision closure of the appeal file, including assessing jurisdiction under 22 statutes and the *Administrative Tribunals Act* and implementing records management protocols (ARCS/ORCS).
- Gathering all information pertaining to the appeal process; managing scheduling and arrangement of appeals; determining the need for, and arranging, the joinder of files, pre-appeal conferences, etc.
- Scheduling pre-appeal and case management conferences, as needed.
- Providing input and recommendations to the Vice Chair, Service Delivery and Chair of the Environmental Appeal Board regarding concerns related to jurisdiction and standing, procedural fairness concerns, the efficient conduct of appeals, pre-appeal conferences, statistical tracking, etc.
- Identifying cases amenable to ADR, conducting informal ADR and arranging for a formal ADR process where appropriate.
- Dealing with preliminary procedural issues within the framework established by the Environmental Appeal Board and supported Boards.
- Managing and coordinating receipt of written submissions and ensuring proper dissemination of documents for a hearing.
- Directing set up and coordination of appeals, including: scheduling, venue, recording secretaries, special arrangements, documents, technological requirements.
- Providing detailed operational and procedural information and assistance to the parties, the panel members and the public.
- Managing and disseminating, as appropriate, all tribunal orders, directions and decisions.
- Working closely with the Chair and Vice Chair, Service Delivery of the Environmental Appeal Board, the Director of Supported Boards, the five Chairs of the supported Boards, and fifty tribunal members to ensure an efficient and effective appeal process, identifying emerging and critical issues for them and alerting processes to accommodate unusual or special requests or requirements.
- Providing training on the case management system, supervising and coordinating staff assisting on large, complex appeal files.
- Managing relationships with contracted recording secretaries, service providers and ensuring services are provided in accordance with the contracts.
- Carrying out logistical work and special projects, as assigned by the Chair; Vice Chair, Service Delivery; and/or Director of Supported Boards of the Environmental Appeal Board.



**Responsible for increasing public trust and confidence that actions taken by the seven (7) tribunals are consistent with their respective legislated mandates, their directives, policies and guidelines by:**

- Acting as primary contact for parties, legal representatives, panel members, and the public on appeals, and providing outstanding customer service to any person seeking support from the tribunals regarding appeals or tribunal procedures generally.
- Establishing and maintaining effective communication links with Ministries and agencies to ensure effective exchange of information and consistent, constructive appeal processes.
- Responding to a large volume of sensitive telephone and written enquiries from parties, legal representatives, and the public regarding appeals and appeal processes.
- Exercising high level of judgement in dealing with angry or upset individuals and ensuring appropriate release of information.
- Responding to a variety of routine and non-routine correspondence; seeking advice from the respective tribunal Chair and/or legal advice from the tribunal's legal counsel, where appropriate.
- Providing advice and critical information to the respective tribunal Chair, either directly, or through the relevant Executive Director, concerning case-specific issues or policy issues relevant to the particular tribunal's mandate.
- Speaking at full Board meetings regarding process issues and making recommendations.

**Ongoing utilization and monitoring of the case management system to ensure each tribunal's mandate and timelines are met by:**

- Supervising and coordinating maintenance of the case management system according to the applicable standards; making recommendations for improvements and implementing changes.
- Entering and tracking all activities pertaining to appeals, producing regular reports, and developing and preparing ad hoc reports on each of the tribunal's activities and decisions as requested.
- Co-ordinating workflow, monitoring and tracking deadlines for submissions due via the case management system; triaging contentious issues and following up with the applicable person or party in the event of problems/delays.
- Drafting letters to parties and determining if the parties' documents, submissions or information is incomplete or insufficient.
- Providing information to be utilized and updated in the case management system to ensure proper control and tracking of workflow for each case, and for use in the Annual Reports.
- Managing appeal file closures and vetting of file content/structure for archiving.
- Identifying the need for, and participating in, the development and implementation of new procedures.
- Providing technical input on special projects.

## **JOB REQUIREMENTS**

### **Education and Related Experience**

Career Group:

Administrative Services

Job Family:

Administrative Support

Job Stream:

Role:

Administration

Revised Date:

June 2018



- Degree in Law, a diploma or degree related to business, public administration or dispute resolution, OR an equivalent combination of relevant education, knowledge and experience.
- Three (3) years' experience interpreting and applying legislation, regulations and policy in complex situations.
- Demonstrated experience writing clear and concise letters, reports or decisions.
- Demonstrated experience using non-adversarial dispute resolution techniques to resolve disputes in sensitive and contentious circumstances.
- Experience providing culturally sensitive, timely, respectful, quality service to the public in a high-volume, fast-paced environment.
- Experience developing effective working relationships with key internal and external stakeholders.
- Preference given to applicants with experience applying the theories and principles of administrative law and rules of evidence.
- Demonstrated investigative experience, gathering and securing of relevant information.
- Demonstrated experience with word processing and database applications.
- Successful completion of security screening requirements of the BC Public Service, which may include a criminal records check, and/or Criminal Records Review Act (CRRA) check, and/or enhanced security screening checks as required by the ministry (**Note: It is important that you read the job posting carefully to understand the specific security screening requirements pertaining to the position**).

## BEHAVIOURAL COMPETENCIES

- **Concern for Order** reflects an underlying drive to reduce uncertainty in the surrounding environment. It is expressed in such forms as monitoring and checking work or information, insisting on clarity of roles and functions, etc.
- **Planning, Organizing and Co-ordinating** involves proactively planning, establishing priorities and allocating resources. It is expressed by developing and implementing increasingly complex plans. It also involves monitoring and adjusting work to accomplish goals and deliver to the organization's mandate.
- **Decisive Insight** combines the ability to draw on one's own experience, knowledge and training and effectively problem-solve increasingly difficult and complex situations. It involves breaking down problems, tracing implications and recognizing patterns and connections that are not obviously related. It translates into identifying underlying issues and making the best decisions at the most appropriate time. At higher levels, the parameters upon which to base the decision become increasingly complex and ambiguous and call upon novel ways to think through issues.
- **Analytical Thinking** is the ability to comprehend a situation by breaking it down into its components and identifying key or underlying complex issues. It implies the ability to systematically organize and compare the various aspects of a problem or situation, and determine cause-and-effect relationships ("if...then...") to resolve problems in a sound, decisive manner. Checks to ensure the validity or accuracy of all information.

- **Listening, Responding and Understanding:** the desire and ability to understand and respond effectively to other people from diverse backgrounds. It includes the ability to understand accurately and respond effectively to spoken and unspoken or partly expressed thoughts, feelings and concerns of others. People who demonstrate high levels of this competency show a deep and complex understanding of others, including cross-cultural sensitivity.
- **Information Seeking** is driven by a desire to know more about things, people or issues. It implies going beyond the questions that are routine or required in the job. It may include "digging" or pressing for exact information; resolution of discrepancies by asking a series of questions; or less-focused environmental "scanning" for potential opportunities or miscellaneous information that may be of future use.
- **Results Orientation** - is a concern for surpassing a standard of excellence. The standard may be one's own past performance (striving for improvement); an objective measure (achievement orientation); challenging goals that one has set; or even improving or surpassing what has already been done (continuous improvement). Thus, a unique accomplishment also indicates a Results Orientation.
- **Teamwork and Cooperation:** the ability to work cooperatively within diverse teams, work groups and across the organization to achieve group and organizational goals.



## POSITION DESCRIPTION

### ENVIRONMENTAL APPEAL BOARD/ FOREST APPEALS COMMISSION

POSITION TITLE:	Director, Finance and Operations	POSITION NUMBER(S): 00044969
DIVISION: (e.g. Division, Region, Department)	Environmental Appeal Board/ Forest Appeals Commission	
UNIT: (e.g. Branch, Area, District)		LOCATION: Victoria
SUPERVISOR'S TITLE:	Chair, Environmental Appeal Board, Forest Appeals Commission and Oil and Gas Appeal Tribunal	POSITION NUMBER:
SUPERVISOR'S CLASSIFICATION:	OIC, Tribunal Level 4 Chair	PHONE NUMBER: 387-9336
FOR AGENCY USE ONLY		NOC CODE:
APPROVED CLASSIFICATION:		CLASS CODE:
ENTERED BY:		PHONE NUMBER

### PROGRAM

The Environmental Appeal Board and Forest Appeals Commission are independent, quasi-judicial, adjudicative tribunals that hear appeals and make decisions under several provincial Acts. The tribunals are supported by one administrative office, which provides appeal registry services, legal advice, research support, systems support, financial and administrative services, training and communications strategies throughout the province. The Office of the Environmental Appeal Board and Forest Appeals Commission administers six additional boards for multiple ministries including: Health Professions Review Board, Hospital Appeal Board, Community Care and Assisted Living Appeal Board, Financial Services Tribunal, Industry Training Appeal Board and Oil and Gas Appeal Tribunal. These boards are operated on a fully cost recovered basis, recovered from various ministries on a quarterly basis.

### PURPOSE OF POSITION

The Director reports to the Chair and is accountable for the provision of sound executive advice and guidance on a wide range of operational issues including: financial operations, human resources, operations management, and information technology, as required by the applicable legislation. The effective operation of the Environmental Appeal Board and Forest Appeals Commission and the Health Boards is dependent on the functions of this position. The Director assumes responsibility for operations during the Chair's absence.

### NATURE OF WORK AND POSITION LINKS

- **Chairs and Senior Management Team** – to provide advice and direction for financial operations, human resources, administrative management, information technology, etc.
- **Central agency officials (e.g. MTIC, Treasury Board Staff, Office of the Comptroller General and Office of the Auditor General)** – to ensure the tribunals comply with approved financial policies, directives and standards, Government legislation, policies and procedures and to provide recommendations or input for changes to policy directives. To remain current with legislation and government policies and procedures and finance, administration, and records management issues.
- **Board Resourcing and Development Office, Premier's Office, Cabinet Operations, Legislative Counsel** - to manage the OIC appointment process.
- **Ministry of Health, Ministry of Finance, Ministry of Energy and Mines, Ministry of Jobs, Tourism and Skills Training (Ministers' and Deputy Ministers' offices)** - OIC appointments, budget and service plans and tribunal annual reports.
- **Ministry of Health** - to provide the Chairs of the Health Boards with financial and administrative advice and guidance and ensure resources are available for provision of appeal and hearing management. To provide the appeal/hearing tracking and direct cost reporting for cost-recoveries to the Ministry.
- **Queen's Printer, Purchasing Services and contracted printers** – to manage the procurement process and publication of Annual reports.
- **BC Buildings Corporation, MTIC** – to liaise with regards to office space, leases, and other physical resource issues.

- **Staff and Public Service Agency** - to provide effective human resource management.
- **Subordinates** – to provide direction regarding application of financial, human resource, administrative and information policies and activities; and to provide advice and direction on hearing operations, reception, payroll, leave management, records administration and assets/facilities.
- **Tribunal Members** - to provide direction for training, hearing fees and expenditures and OIC appointment process.
- **Outside agencies** related to legal administration, hearings, and meetings.

The Environmental Appeal Board and Forest Appeals Commission are independent, quasi-judicial, adjudicative tribunals that hear appeals and make decisions under several provincial Acts and the tribunals' decisions can be appealed to the Courts. Hearings for the tribunals are held and organized throughout the province. Tribunal Members are appointed by the Lieutenant Governor through Order-in-Council and membership is drawn from across the Province and represents diverse legal, business and technical expertise. The tribunals both produce Annual Reports, as legislated. The tribunals are supported by one administrative office, which provides registry services, legal advice, research support, systems support, financial and administrative services, training and communications strategies throughout the province.

The tribunals' office has its own Vote. The Director acts as Senior Financial Officer and makes decisions that impact the operation of the tribunals. The Director deals with Treasury Board on budgetary issues. By applying the policies and procedures of Government, the Director establishes and manages financial and other management systems and procedures in accordance with Treasury Board and other legislative requirements for management control and public service.

The Office of the Environmental Appeal Board and Forest Appeals Commission administers the Hospital Appeal Board and the Community Care and Assisted Living Appeal Board for the Ministry of Health Services. The Hospital Appeal Board hears appeals filed by medical or dental practitioners regarding decisions of a hospital's board of management that modifies, refuses, suspends, revokes or fails to renew a permit to practice medicine or dentistry in a hospital; or the failure or refusal of a hospital's board of management to consider and decide on an application for a permit. The Community Care and Assisted Living Appeal Board hears appeals regarding the licensing of community care facilities, the registration of assisted living residences and the licensing of early childhood educators. Hearings for the tribunals may be held throughout the province.

The Director, Finance and Operations is responsible for developing and managing the financial and administrative functions of the tribunals; providing the Chair with advice and recommendations on the financial, human resource, technical and administrative implications of operational issues.

The Director exercises functional authority with respect to interpretation and application of Government Financial, Personnel and General Management Operating Policies and Procedures. The Director is the principal contact for financial and administrative matters when working with Treasury Board, BCBC, Ministry of Finance, Ministry of Energy and Mines, Ministry of Health, QP, MTIC, PSA, OCG and Auditor General. It is the Director's responsibility to ensure an excellent working relationship in these areas.

Decisions of the Director impact the operation of the tribunals. Errors in judgment and unsound advice could have operational consequences such as budget shortfalls; development of human resource problems; long-term legal implications arising from deficiencies in contracts or inaccurate statistics being provided to the members, government and the general public and insufficient resources/expertise to conduct hearings which will significantly impact appeals, affecting industry, other stakeholders and the economy, particularly where appeals are dealing with stop work orders, fines, cancelled or amended permits and enforced changes to current practices.

#### **SPECIFIC ACCOUNTABILITIES/DELIVERABLES**

1. Provides sound financial and administrative advice to the Chair regarding the management of tribunal funding and operations and ensures compliance with all applicable statutes, regulations and policies for the management of government organizations. The Director assumes responsibility for financial and administrative operations during the Chair's absence.

2. Makes recommendations for changes and improvements by reviewing current practices and policies, identifying weaknesses, researching and proposing improvement options and implementing and managing changes, both internally and to central agencies.
3. Leads the budget process and develops and coordinates the tribunals' budget and financial plans. Monitors and forecasts the tribunals' expenditures to ensure compliance with appropriations and central agency requirements and develops rationale for budget variances and makes changes as a result of monitoring. The Director is the principal contact and deals directly with Treasury Board and OCG. Exercises Expense Authority at Category 3 (\$250K).
4. Initiates and administers contracted services including tendering, awarding, monitoring, reporting and paying for such services according to Government and Tribunal policies and procedures. Manages contracted resources.
5. Manages the tribunals OIC appointment process working with the Chairs to secure seasoned, professional expertise that ensures the mandate of the tribunals are met and that appeal hearings are held in a timely manner with expert panels. Organizes the orientation and training of tribunal members.
6. Provides advice and direction to the OIC's in accordance with tribunal and Government policy. The Director is instrumental in reviewing and providing options for changes to OIC policy/directives both internally to the central agencies.
7. Prepares financial and statistical content for the legislated Forest Appeals Commission Annual Report and Environmental Appeal Board Annual Report and manages the production and distribution to the Legislative Assembly.
8. Oversees the design, implementation, integration, security, content, and administration of the tribunals case management, website and computers systems.
9. Directs the provision of facilities management, lease negotiations, telecommunications and hearing room facilities.
10. Manages the organization, staffing, training & performance standards of the tribunal office and ensures effective human resource management.
11. Provides leadership to support staff by identifying needs and objectives, organizing staff to respond appropriately to the needs of the tribunals and their members, establishing performance expectations. The Director ensures that all staff are fully trained in order to effectively service the goals and objectives as set out in the office mandate.
12. Oversees the analysis of requests for information under FOI legislation.
13. Contributes to the effective management of the Tribunals and the office as a member of the Senior Management Team and represents the tribunals on various government management and administrative initiatives.
14. Provides the Chairs with advice and guidance specific to the provision of administrative and financial operations, including the OIC appointment process. Provides the supported board Ministries with monthly reporting of all direct costs associated with the Boards appeals and hearings and ascertains the cost recovery.

## JOB REQUIREMENTS

- Professional accounting designation (CPA) or equivalent preferred.
- Experience in the management of financial resources and budget development.
- Experience in the leadership and supervision of staff.
- Successful completion of security screening requirements of the BC Public Service, which may include a criminal records check, and/or Criminal Records Review Act (CRRA) check, and/or enhanced security screening checks as

required by the ministry (**Note: It is important that you read the job posting carefully to understand the specific security screening requirements pertaining to the position**).

## BEHAVIOURAL COMPETENCIES

- **Business Acumen** is the ability to understand the business implications of decisions and the ability to strive to improve organizational performance. It requires an awareness of business issues, processes and outcomes as they impact the client's and the organization's business needs.
- **Improving Operations** is the ability and motivation to apply one's knowledge and past experience for improving upon current modes of operation within the Ministry. This behaviour ranges from adapting widely used approaches to developing entirely new value-added solutions.
- **Managing Organizational Resources** is the ability to understand and effectively manage organizational resources (e.g. People, materials, assets, budgets). This is demonstrated through measurement, planning and control of resources to maximize results. It requires an evaluation of qualitative (e.g., client satisfaction) and quantitative (e.g., service costs) needs.
- **Planning, Organizing and Co-coordinating** involves proactively planning, establishing priorities and allocating resources. It is expressed by developing and implementing increasingly complex plans. It also involves monitoring and adjusting work to accomplish goals and deliver to the organization's mandate.
- **Results Orientation** is a concern for surpassing a standard of excellence. The standard may be one's own past performance (striving for improvement); an objective measure (achievement orientation); challenging goals that one has set; or even improving or surpassing what has already been done (continuous improvement). Thus, a unique accomplishment also indicates a Results Orientation.

For more information about behavioural interviews, competency definitions, and to watch interview videos please visit: [Competencies for Interviews & Hiring](#)

## FINANCIAL RESPONSIBILITY

<b>Budget:</b> \$2 million	<b>FTEs:</b> 13
<b>Expense Authority:</b> Category 3 (\$250K)	<b>OIC's:</b> approx. 85

## DIRECT SUPERVISION (i.e. responsibility for signing the employee appraisal form)

Role	# of Regular FTE's:	# of Auxiliary FTE's
Support Staff	3	As and when required

## PREPARED BY

NAME: Vivia DeWolfe	DATE: June 8, 2016	
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## EXCLUDED DIRECTOR AUTHORIZATION

I confirm that: 1. the accountabilities/deliverables were assigned to this position effective December 1, 2004: 2. the information in this position description reflects the actual work performed. 3. a copy has/will be provided to the incumbent(s)		
NAME: Alan Andison	SIGNATURE:	DATE:

## ORGANIZATION CHART

Chair, Environmental Appeal Board/Forest Appeals Commission

Director, Finance and Operations  
Finance and Web Administrator  
Intake Administrator  
Administrative Assistant

**TITLE: DIRECTOR, SUPPORTED APPEAL BOARDS****CLASSIFICATION: BAND 4****MINISTRY: ATTORNEY GENERAL****BRANCH: ENVIRONMENTAL APPEAL BOARD****SUPERVISORS TITLE: CHAIR, ENVIRONMENTAL APPEAL BOARD****JOB OVERVIEW**

*The Director, Supported Appeal Boards, reports administratively to the Chair of the Environmental Appeal Board (EAB), and has a functional reporting relationship to individual chairs of four independent, quasi-judicial appeal bodies (the "Tribunals") clustered in the EAB Appeals Office: the Community Care and Assisted Living Appeal Board, the Hospital Appeal Board, the Financial Services Tribunal, and the Skilled Trades BC Appeal Board.*

*Principal responsibilities involve administrative and registry leadership for the Tribunals. The Director operates with a high degree of autonomy and responsibility to support the Tribunals' chairs and members on all aspects of their obligations under the applicable legislation. The position has a broad mandate and diverse responsibilities. The Director is the full-time, in-office liaison for the part-time, remote chairs. The Director assists with planning, developing, implementing and evaluating legal strategies (including reviewing member decisions and providing feedback, giving instructions for judicial review, and assisting with legislative consultation); policy and procedures; resources and aids for staff, members, and the public; the use of dispute resolution in the Tribunals' processes; research; case management (including running pre-hearing conferences); appeal metrics definition and tracking; annual reporting; budgeting; freedom of information requests and the protection of privacy; and acting as a qualified receiver for a variety of goods and services. The Director also assists with the recruitment of tribunal members, and manages the process for recommending appointments and reappointments to Cabinet. The Director must also engage in and be accountable for risk management in the handling of appeals and in leading the development, implementation, and monitoring of multi-faceted policies and programs across all of the Tribunals, impacting all aspects of appeal management and service delivery, focused by larger-scale government priorities (e.g., reconciliation).*

*The Director assigns work to the EAB's two Case Managers, and monitors their completion of, or sub-delegation of, appeal management work. may also be appointed as a member of the Tribunals, and may be required to issue a range of preliminary and merits-based decisions, as delegated by the Tribunals' chairs. As such, the Director must be eligible to be appointed by Order in Council or Ministerial Order, as a government representative, to serve as a member of the Community Care and Assisted Living Appeal Board, Hospital Appeal Board, Financial Services Tribunal, and Skilled Trades BC Appeal Board.*

*Secondary responsibilities include providing back-up for four other appeal bodies in the cluster: the Environmental Appeal Board, Forest Appeals Commission, Health Professions Review Board, and Oil and Gas Appeal Tribunal. Tasks in support of these appeal bodies can include coverage for case management, and consulting on the planning, development, implementation and evaluation of cluster-wide policy and procedures, and research. The Director is also a designated information officer for the cluster of eight appeal bodies, designated under the Public Interest Disclosure Act.*



*The nature of the work is diverse and complex. The work requires management of an extensive portfolio of distinct multi-facets operations, impacting a range of regulatory decision-makers. This requires mastery of numerous pieces of legislation in a variety of subject areas, sound analysis, expeditious decision-making, efficient case planning and monitoring, and balancing competing priorities. The Director is expected to have broad and in-depth knowledge and skills on administrative law and natural justice, consensual dispute resolution; health care professions and administration; community care facilities licensing; financial services regulation and related legislation; skilled trades certification and administration; policy development; issues management; decision-making; and legal writing. The Director should be skilled in identifying, organizing and facilitating professional development (including organizing general meetings), coaching and peer support for tribunal members.*

*As the primary contact and strategic liaison for parties, regulatory agencies, governmental stakeholders, legal representatives, public (including the media) and panel members on appeals, the Director provides an outstanding level of customer service. Outstanding written and oral communication skills are required.*

#### **ACCOUNTABILITIES**

- Plans, develops, implements, directs and evaluates the full range of best management practices, policy and guidelines, financial controls, research, records and information management and reporting, performance standards, reconciliation efforts, and support services to each of the Tribunals
- Provides technical and strategic leadership to chairs and members in the application and interpretation of legislation, regulations and/or policies in a quasi-judicial appellate context
- Provides detailed procedural information, advice and assistance to all parties to an appeal which includes lawyers, regulators, and unrepresented lay people who may be angry, confused or upset in dealing with situations where their livelihood is at stake
- Provides strategic, business and operational direction, leadership and planning for the tribunals
- Provides strategic and operational advice and expertise in the anticipation, identification, and response to critical problems and issues affecting the tribunals
- Manages statistical tracking and reporting for the supported tribunals; analyzes and summarizes trends for the chairs; identifies data reporting needs for use in quality control, trends and issues identification
- Acts as primary liaison between tribunal chairs and members/staff and between the public and the tribunals
- Prioritizes cases and manages the organization and scheduling of all aspects of appeals for the supported tribunals
- Provides legal and policy support to the chairs and members; resolves legal issues internally and instructs outside legal counsel where necessary; identifies issues requiring a legal opinion, prepares request for legal opinions, liaises with legal counsel and interprets and applies legal opinions; responds to judicial review applications and instructs legal counsel as required, and assists chairs with legislative consultations
- Assists tribunal chairs in developing and implementing procedural rules and practices for hearings and pre-hearing administration to ensure fair, timely and economical hearings
- Exercises delegated authority to conduct pre-hearing case management conferences and make pre-hearing procedural and dispute resolution decisions
- Assists panels in drafting and editing decisions, providing policy and editorial advice to the decision-making process; reviews decisions for quality assurance, consistency and identification of any legal issues and manages the release and public posting of decisions
- Responds to complaints and concerns raised by stakeholders regarding appeal processes
- Responsible for recruitment and developing selection criteria for members and for ensuring members appointed have adequate orientation and professional development opportunities

- Advises tribunal chairs on situations where member conflicts of interest may exist and recommends appropriate courses of action
- Assists chairs to ensure that Tribunals operate within their allocated budgets, and acts as qualified receiver for the Tribunals
- Establishes and manages relationships with senior stakeholders in the responsible ministries; the host ministry; the AG Dispute Resolution Office; Ombudsman's Office and the Office of the Information and Privacy Commissioner; regulatory and other external parties, to address communication issues, business process re-engineering opportunities, technology standards, linkages, policy and legislative initiatives and procedural matters
- Develops and implements educational strategies for the public and participants regarding hearing and dispute resolution processes
- Undertakes public speaking engagements for public or private organizations as requested in order to provide information about the tribunals; monitors, reviews and updates website and other public information
- Responds to complex or sensitive verbal and written enquiries
- Responsible for annual report development and oversight
- Responds to requests and issues under the *Freedom of Information and Protection of Privacy Act* and the *Public Information Disclosure Act*
- Provides media relations and liaison for the tribunals
- May supervise staff including assignment of work, development and evaluation of performance plans, approval of leave, response to grievances and initiation of discipline processes
- If appointed as a member of the Tribunals, may complete a range of preliminary and substantive decisions as delegated by the respective chairs

## **JOB REQUIREMENTS**

- A combination of a law degree and a minimum of 5 years current management experience in a tribunal environment, or an equivalent combination of education and related experience
- Experience in the administrative justice sector working with and applying legislation, regulations and policy and in-depth applied knowledge of the concepts and application of administrative fairness, due process and natural justice with a view to determining an appropriate course of action in diverse situations
- Experience in providing legal advice in an administrative justice context
- Experience in setting priorities and making decisions between competing needs in sensitive and contentious circumstances and ability to effectively manage cases from start to finish
- Experience developing, evaluating and implementing operational policy and procedures, including through advancing reconciliation
- Experience in management of multi-disciplinary staff and leading teams is an asset
- Demonstrated excellence in interpersonal, organizational and consultative skills are required
- Ability to establish and maintain effective working relationships and provide procedural guidance to a diverse constituency appearing before the tribunals
- Ability to exercise discretion and creativity in the approach to problems and people
- Confidence, good judgement, excellent communication skills, tact, discretion and respect for confidentiality are essential to the position

- Successful completion of security screening requirements of the BC Public Service, which may include a criminal records check, and/or Criminal Records Review Act (CRRA) check, and/or enhanced security screening checks as required by the ministry

## LEADERSHIP COMPETENCIES

- **Vision and Goal Setting** involves knowledge and skills in establishing official and operative goals for the organization/units and to establish a system of measuring effectiveness of goal attainment.
- **Creating and Managing Change** involves knowledge and skills to manage in the organization through setting direction and urgency, building a coalition of support, communicating widely, handling resistance to change and facilitating implementation of successful change actions.
- **Solving Problems Creatively** involves knowledge and skills in fostering creative problem solving in the organization through critical reflection, problem analysis, risk assessment and rewarding innovation.
- **Building Strategic Alliances** involves knowledge and skills to engage in internal and external stakeholder analysis and to negotiate agreements and alliances based on a full understanding of power and politics.
- **Executive Presence** involves knowledge and skills in influencing others and having an observable impact through personal credibility, leadership, confidence, and an understanding of other people's perspectives and interests.
- **Negotiating/Conflict management** involves knowledge and skills to engage in two-party/multi-party negotiations and to facilitate third-party intervention into conflict situations, building consensus, recognizing and managing difficult relationships, managing conflict by focusing on underlying interests and dealing with issues rather than personalities
- **Communicating Effectively** involves good presentation skills (verbal and written), careful listening and problem framing ; listens carefully to understand key points and major concerns; frames issues so difference audiences can understand them
- **Handling Crises** involves preventing crisis situations by paying attention to warning signs and making decisions and taking action to deal with problems that arise
- **Promoting Empowerment** involves knowledge and skills in using processes such as delegation and information sharing to enhance subordinate ownership and empowerment over their task and performance.

**TITLE: DIRECTOR, SUPPORTED APPEAL BOARDS****CLASSIFICATION: BAND 4****MINISTRY: ATTORNEY GENERAL****BRANCH: ENVIRONMENTAL APPEAL BOARD****SUPERVISORS TITLE: CHAIR, ENVIRONMENTAL APPEAL BOARD****JOB OVERVIEW**

*The Director, Supported Appeal Boards, reports administratively to the Chair of the Environmental Appeal Board (EAB), and has a functional reporting relationship to each of the individual chairs of the independent, quasi-judicial appeal boards and tribunals ("tribunals") clustered in the EAB Appeals Office. Primary responsibility encompasses responsibility to the chairs of the Hospital Appeal Board, Financial Services Tribunal, Community Care and Assisted Living Appeal Tribunal and the Industry Training Appeal Board. Secondary responsibilities include back-up for the other tribunals in the cluster. As the technical expert, the Director operates with a high degree of autonomy and responsibility to provide support to the tribunal chairs and members on all aspects of their obligations under the applicable legislation. The position has a broad mandate and diverse responsibilities in support of the tribunals, including planning, development, implementation and evaluation of a full range of legal; policy; dispute resolution; research; tracking and reporting; case management; and financial and human resources needed to provide the necessary infrastructure and management of these appellate tribunals to support achievement of their various mandates and objectives under their respective governing statutes. The nature of the work is diverse and complex, necessitating management of a diverse and demanding caseload requiring mastery of numerous pieces of legislation in a variety of subject areas, sound analysis, expeditious decision-making, efficient case planning and monitoring, and balancing competing priorities among up to eight different tribunals. Performing multiple roles, incumbents are expected to bring a diverse body of knowledge and skills to the role in areas such as: administrative law and natural justice; consensual dispute resolution; health care professions and administration; community care facilities licensing; industry training and financial services regulation and related legislation; environmental concerns; policy development; issues management; decision-making and writing; providing professional development, coaching and peer support for tribunal members; Freedom of Information and Protection of Privacy; media relations; statistical tracking and reporting; and conflict of interest and bias. As the primary contact for parties, regulatory agencies, legal representatives, public and panel members on appeals the Director provides an outstanding level of customer service.*

**ACCOUNTABILITIES**

- Plans, develops, implements, directs and evaluates the full range of best management practices, policy and guidelines, legal issues, dispute resolution, financial controls, research, records and information management and reporting, performance standards, and support services to each of the tribunals
- Provides technical and strategic leadership to chairs and members in the application and interpretation of legislation, regulations and/or policies in a quasi-judicial appellate context
- Provides detailed procedural information, advice and assistance to all parties to an appeal which includes lawyers, regulators, and unrepresented lay people who may be angry, confused or upset in dealing with situations where their livelihood is at stake
- Provides strategic, business and operational direction, leadership and planning for the tribunals
- Provides strategic and operational advice and expertise in the anticipation, identification, and response to critical problems and issues affecting the tribunals

- Manages statistical tracking and reporting for the supported tribunals; analyzes and summarizes trends for the chairs; identifies data reporting needs for use in quality control, trends and issues identification
- Acts as primary liaison between tribunal chairs and members and between the public and the tribunals
- Prioritizes cases and manages the organization and scheduling of all aspects of appeals for the supported tribunals
- Provides legal and policy support to the chairs and members; resolves legal issues internally and instructs outside legal counsel where necessary; identifies issues requiring a legal opinion, prepares request for legal opinions, liaises with legal counsel and interprets and applies legal opinions; responds to judicial review applications and instructs legal counsel as required
- Assists tribunal chairs in developing and implementing procedural rules and practices for hearings and pre-hearing administration to ensure fair, timely and economical hearings
- Exercises delegated authority to conduct pre-hearing case management conferences and make pre-hearing procedural and dispute resolution decisions
- Assists panels in drafting and editing decisions, providing policy and editorial advice to the decision-making process; reviews decisions for quality assurance, consistency and identification of any legal issues and manages the release and public posting of decisions
- Responds to complaints and concerns raised by stakeholders regarding appeal processes
- Responsible for recruitment and developing selection criteria for members and for ensuring members appointed have adequate orientation and professional development opportunities
- Advises tribunal chairs on situations where member conflicts of interest may exist and recommends appropriate courses of action
- Ensures that tribunals operate within their allocated budgets
- Establishes and manages relationships with senior stakeholders in the responsible ministries; the host ministry; the AG Dispute Resolution Office; Ombudsman's Office and the Office of the Information and Privacy Commissioner; regulatory and other external parties, to address communication issues, business process re-engineering opportunities, technology standards, linkages, policy and legislative initiatives and procedural matters
- Develops and implements educational strategies for the public and participants regarding hearing and dispute resolution processes
- Undertakes public speaking engagements for public or private organizations as requested in order to provide information about the tribunals; monitors, reviews and updates website and other public information
- Responds to complex or sensitive verbal and written enquiries
- Responsible for annual report development and oversight
- Responds to requests and issues under the *Freedom of Information and Protection of Privacy Act*
- Provides media relations and liaison for the tribunals
- May supervise staff including assignment of work, development and evaluation of performance plans, approval of leave, response to grievances and initiation of discipline processes.

## **JOB REQUIREMENTS**

- A combination of a law degree and a minimum of 5 years current management experience in a tribunal environment, or an equivalent combination of education and related experience
- Experience in the administrative justice sector working with and applying legislation, regulations and policy and in-depth applied knowledge of the concepts and application of administrative fairness, due process and natural justice with a view to determining an appropriate course of action in diverse situations

- Experience in providing legal advice in an administrative justice context
- Experience in setting priorities and making decisions between competing needs in sensitive and contentious circumstances and ability to effectively manage cases from start to finish
- Experience developing, evaluating and implementing operational policy and procedures
- Experience in management of multi-disciplinary staff and leading teams is an asset
- Demonstrated excellence in interpersonal, organizational and consultative skills are required
- Ability to establish and maintain effective working relationships and provide procedural guidance to a diverse constituency appearing before the tribunals
- Ability to exercise discretion and creativity in the approach to problems and people
- Confidence, good judgement, excellent communication skills, tact, discretion and respect for confidentiality are essential to the position
- Successful completion of security screening requirements of the BC Public Service, which may include a criminal records check, and/or Criminal Records Review Act (CRRA) check, and/or enhanced security screening checks as required by the ministry

#### LEADERSHIP COMPETENCIES

- **Vision and Goal Setting** involves knowledge and skills in establishing official and operative goals for the organization/units and to establish a system of measuring effectiveness of goal attainment.
- **Creating and Managing Change** involves knowledge and skills to manage in the organization through setting direction and urgency, building a coalition of support, communicating widely, handling resistance to change and facilitating implementation of successful change actions.
- **Solving Problems Creatively** involves knowledge and skills in fostering creative problem solving in the organization through critical reflection, problem analysis, risk assessment and rewarding innovation.
- **Building Strategic Alliances** involves knowledge and skills to engage in internal and external stakeholder analysis and to negotiate agreements and alliances based on a full understanding of power and politics.
- **Executive Presence** involves knowledge and skills in influencing others and having an observable impact through personal credibility, leadership, confidence, and an understanding of other people's perspectives and interests.
- **Negotiating/Conflict management** involves knowledge and skills to engage in two-party/multi-party negotiations and to facilitate third-party intervention into conflict situations, building consensus, recognizing and managing difficult relationships, managing conflict by focusing on underlying interests and dealing with issues rather than personalities
- **Communicating Effectively** involves good presentation skills (verbal and written), careful listening and problem framing ; listens carefully to understand key points and major concerns; frames issues so difference audiences can understand them
- **Handling Crises** involves preventing crisis situations by paying attention to warning signs and making decisions and taking action to deal with problems that arise
- **Promoting Empowerment** involves knowledge and skills in using processes such as delegation and information sharing to enhance subordinate ownership and empowerment over their task and performance.



**TITLE: INTAKE ADMINISTRATOR****CLASSIFICATION: CLERK 11**

The Environmental Appeal Board, Forest Appeals Commission, and Oil and Gas Appeal Tribunal are independent, quasi-judicial tribunals, operating at arms-length from government to hear and decide appeals from administrative decisions made by government officials under several statutes. One administrative office supports the tribunals by providing appeal registry services, research support, systems support, financial/administrative services, and a contact point for communication with the public. Additionally the office provides administrative support to five other boards: the Community Care and Assisted Living Appeal Board, the Financial Services Tribunal, the Health Professions Review Board, the Hospital Appeal Board, and the Industry Training Appeal Board.

**JOB OVERVIEW**

This position reports to the Vice Chair, Service Delivery, and works closely with the Case Managers and the Director, Finance and Operations. Responsibilities include receiving, reviewing and validating incoming appeal documents; ensuring appeal tracking and administrative records are kept up-to-date; providing administrative and registry support; and serving as a point of contact with the public.

**ACCOUNTABILITIES****Required:**

- Perform front counter service duties including receiving documents, mail, courier deliveries, answer questions from the public, parties, counsel, and representatives about appeal procedure and options for completing notices of appeal with professional and trauma informed approach.
- Handle in-person, telephone and email inquiries from the public, parties, and representatives while maintaining a professional, trauma informed approach.
- Receive appeal documents from clients. Review supporting information to ensure records are complete and distributed correctly, as described in the relevant legislation, regulations and policies. Initiates and completes appeal registration in line with established procedures.
- Process, scan and/or forward, and index incoming mail and documents, and assign documents for further processing. Coordinate outgoing mail and courier deliveries to parties and members, coordinate and disseminate documents and messages from Chair, Vice Chair Service Delivery or Director of supported Boards throughout the organization.
- In consultation with the Vice Chair, Service Delivery, may refers clients to other programs or services if appeal information is incomplete.

- Contact clients and/or other stakeholders to clarify conflicting/missing information required to start appeals.
- Enter case information in electronic systems, including databases, finance systems and spreadsheets, and maintains case files in appeal information management system.
- Create physical appeal folder and maintain filing cabinet in line with established procedure.
- Seeks guidance from Vice Chair Service Delivery or other senior program staff on unusual matters. Escalates cases to Vice Chair Service Delivery or other senior program staff when matters are outside established criteria or where issues are contentious.
- Provides information to staff, the public, and stakeholder agencies regarding program policies and procedures.
- Proofreads, types and/or formats correspondence, appeal documents, investigation and inspection reports from drafts or written notes.
- Calculates fee and/or refunds. Deposits filing fees in accordance with standard policy and procedure.
- Coordinate meetings, hearings, mediations and appointments and makes logistical arrangements, such as booking meeting rooms, hearing facilities, travel, and accommodation.
- Maintains a records management system including the disposal, archiving, retrieving and security of electronic and hardcopy files.
- Organize and distribute appeal-related documents for case managers during appeal building process and by legal counsel for use in judicial review proceedings.
- Assist case managers in coordinating and monitoring live streaming of electronic hearings.
- Provides support to tribunal members related to information technology and electronic access to email, videoconferencing software, and to electronic drives and documents.
- Other duties as required.

## JOB REQUIREMENTS

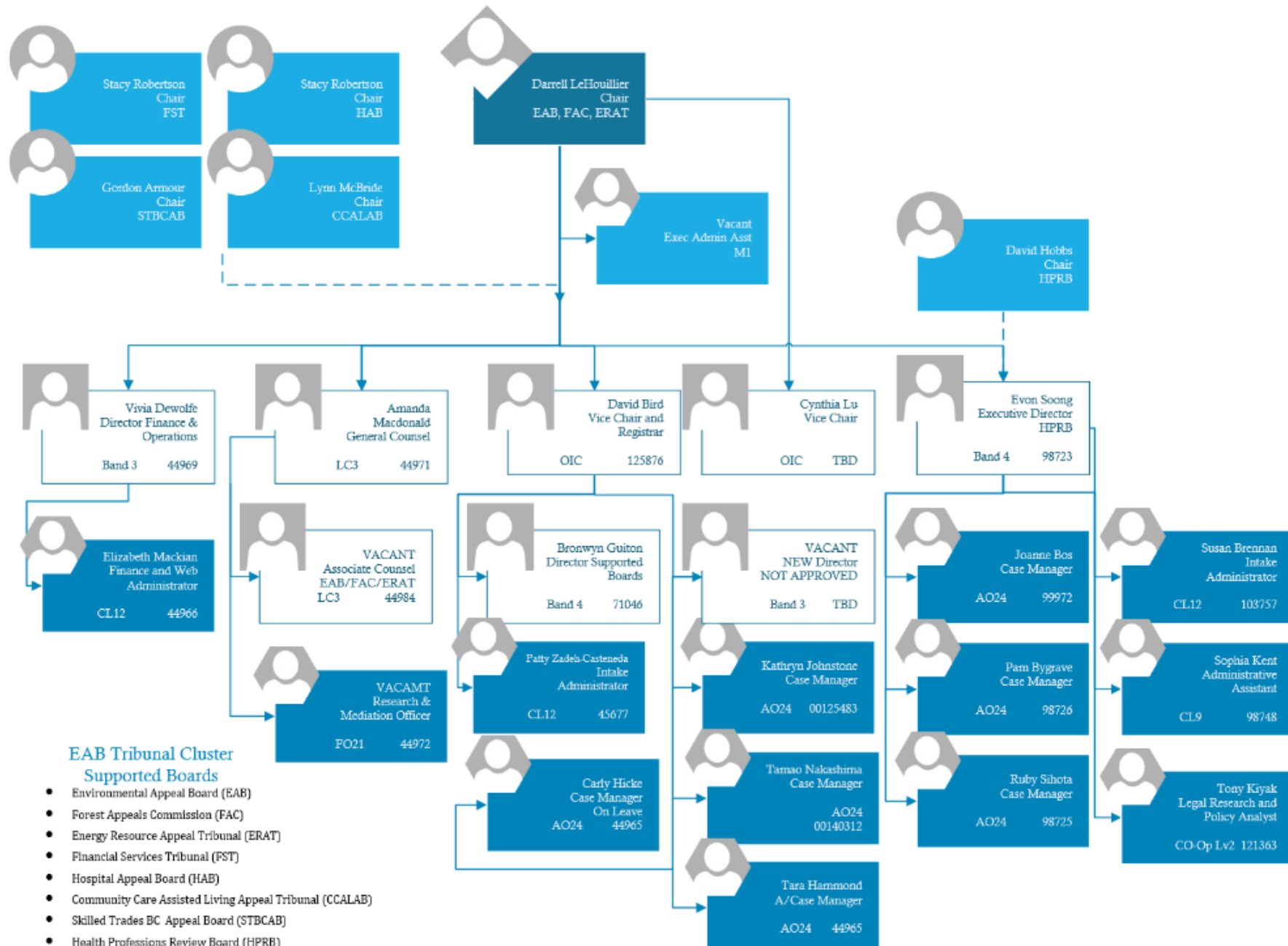
- Post-secondary degree or diploma in a related discipline, or an equivalent combination of three years' experience in an administrative body, court services, or other adjudicative or regulatory environment.
- Demonstrated experience with word processing, database, and case management applications, as well as familiarity with both Microsoft and Apple operating systems (including the ability to map drives).
- Minimum one year experience providing client service in a high pressure and/or adversarial environment.
- The ability to communicate complicated adjudicative procedures to laypeople in a way that is professional, and trauma informed.
- Successful completion of security screening requirements of the BC Public Service, which may include a criminal records check, and/or Criminal Records Review Act (CRRA) check, and/or enhanced security screening checks as required by the ministry **(Note: It is important that you read the job posting carefully to understand the specific security screening requirements pertaining to the position).**



## BEHAVIOURAL COMPETENCIES

- **Concern for Order** reflects an underlying drive to reduce uncertainty in the surrounding environment. It is expressed as monitoring and checking work or information, insisting on clarity of roles and functions, etc.
- **Cultural Agility** is the ability to work respectfully, knowledgeably and effectively with Indigenous people. It is noticing and readily adapting to cultural uniqueness in order to create a sense of safety for all. It is openness to unfamiliar experiences, transforming feelings of nervousness or anxiety into curiosity and appreciation. It is examining one's own culture and worldview and the culture of the BC Public Service, and to notice their commonalities and distinctions with Indigenous cultures and worldviews. It is recognition of the ways that personal and professional values may conflict or align with those of Indigenous people. It is the capacity to relate to or allow for differing cultural perspectives and being willing to experience a personal shift in perspective. (Mandatory for all public servants)
- **Planning, Organizing and Coordinating** involves proactively planning, establishing priorities and allocating resources. It is expressed by developing and implementing increasingly complex plans. It also involves monitoring and adjusting work to accomplish goals and deliver to the organization's mandate.
- **Service Orientation** implies a desire to identify and serve customers/clients, who may include the public, colleagues, partners (e.g. educational institutes, non-government organizations, etc.), co-workers, peers, branches, ministries/agencies and other government organizations. It means focusing one's efforts on discovering and meeting the needs of the customer/client.
- **Teamwork and Cooperation** is the ability to work co-operatively within diverse teams, work groups and across the organization to achieve group and organizational goals.

# EAB Tribunal Cluster Organizational Chart



## MODIFICATION AGREEMENT

BETWEEN

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by  
ENVIRONMENTAL APPEAL BOARD  
(the "Province", "we", "us", or "our", as applicable)

AND

OLDENBURGER CONSULTING  
(the "Contractor" "you" or "your" as applicable)

### BACKGROUND

A. The parties entered into an agreement dated January 12, 2024, a copy of which is attached as Exhibit 1 (the "Agreement").

B. The parties have agreed to modify the Agreement.

### AGREEMENT

The parties agree as follows:

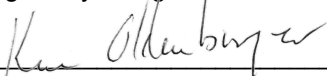
- (1) The term of the agreement is extended to end on March 31, 2025
- (2) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 4<sup>th</sup> day of April, 2024 on behalf of the Province by its duly authorized representative:

Signature 

Print Name Darrell Le Houillier

SIGNED AND DELIVERED on the 4<sup>th</sup> day of April, 2024 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature 

Print Name Ken Oldenburger

Ken

Oldenburger

Digitally signed by  
Ken Oldenburger

Date: 2024.04.12  
15:42:52 -07'00'

---

# GENERAL SERVICE AGREEMENT



## *For Administrative Purposes Only*

Ministry Contract No.: \_AT24EAB15FDA117\_  
Requisition No.: \_117\_  
Solicitation No.(if applicable):                       
Commodity Code:                     

### **Contractor Information**

Supplier Name: \_Oldenburger Consulting\_  
Supplier No.: \_ 183733 / 001\_  
Telephone No.: \_(250) 889-1992\_  
E-mail Address: \_koconsult@shaw.ca\_  
Website:                     

### **Financial Information**

Client: \_105\_  
Responsibility Centre: \_15FDA\_  
Service Line: \_10565\_  
STOB: \_6001\_  
Project: \_1500000\_

**Template version:** September 16, 2022  
**Corporate Contract Template issued by**  
**OCG under TB Directive 1/23**

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**SCHEDULE A – SERVICES**

- Part 1 - Term**
- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

**SCHEDULE B – FEES AND EXPENSES**

- Part 1 - Maximum Amount Payable**
- Part 2 - Fees**
- Part 3 - Expenses**
- Part 4 - Statements of Account**
- Part 5 - Payments Due**

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

**SCHEDULE D – INSURANCE**

**SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

**SCHEDULE F – ADDITIONAL TERMS**

**SCHEDULE G – SECURITY SCHEDULE**

**SCHEDULE H – TAX VERIFICATION**

THIS AGREEMENT is dated for reference the 4<sup>th</sup> day of January, 2024.

BETWEEN:

@OLDENBURGER CONSULTING (the "Contractor") with the following specified address and fax number:  
@870 OLD ESQUIMALT ROAD, VICTORIA BC  
@V9A 4X2

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the ENVIRONMENTAL APPEAL BOARD (the "Province") with the following specified address and fax number:  
@4<sup>TH</sup> FL., 747 FORT STREET, VICTORIA BC  
@V8W 3E9  
@(250) 356-9923

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

## 1 DEFINITIONS

### General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

### Meaning of "record"

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

## 2 SERVICES

### Provision of services

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



## Term

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

## Supply of various items

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

## Standard of care

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

## Standards in relation to persons performing Services

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

## Instructions by Province

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

## Confirmation of non-written instructions

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

## Effectiveness of non-written instructions

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

## Applicable laws and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

## **3 PAYMENT**

### Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
  - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and

- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

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

#### Statements of accounts

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

#### Withholding of amounts

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

#### Appropriation

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

#### Currency

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

#### Non-resident income tax

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

#### Prohibition against committing money

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

#### Refunds of taxes

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

## **4 REPRESENTATIONS AND WARRANTIES**

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

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

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

### Privacy

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

### Security

5.2 The Contractor must:

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

### Confidentiality

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

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

## Public announcements

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

## Restrictions on promotion

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

## 6 MATERIAL AND INTELLECTUAL PROPERTY

### Access to Material

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

### Ownership and delivery of Material

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

### Matters respecting intellectual property

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

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

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

### Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to 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 6.4(a).

## 7 RECORDS AND REPORTS

### Work reporting

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

### Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the

Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

## **8 AUDIT**

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

## **9 INDEMNITY AND INSURANCE**

### Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any 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 Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
- (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

### Insurance

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

### Workers compensation

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

### Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
  - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

### Evidence of coverage

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

## **10 FORCE MAJEURE**

### Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:

- (i) a natural disaster, fire, flood, storm, epidemic or power failure,
- (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
- (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
- (iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

#### Consequence of Event of Force Majeure

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

#### Duties of Affected Party

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

### 11 DEFAULT AND TERMINATION

#### Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

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

#### Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
  - (a) by written notice to the Contractor, require that the Event of Default be remedied within a time

- period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

#### Delay not a waiver

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

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

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

#### Payment consequences of termination

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

#### Discharge of liability

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

#### Notice in relation to Events of Default

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

## 12 DISPUTE RESOLUTION

#### Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; 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 determined by arbitration under the *Arbitration Act* and:
    - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;

- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

#### Location of arbitration or mediation

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

#### Costs of mediation or arbitration

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

### 13 MISCELLANEOUS

#### Delivery of notices

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

#### Change of address or fax number

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

#### Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.



## Subcontracting

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

## Waiver

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

## Modifications

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

## Entire agreement

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

## Survival of certain provisions

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

## Schedules

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

## Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
  - (b) an agent of the Province except as may be expressly provided for in this Agreement.

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

## Personnel not to be employees of Province

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

#### Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

#### Pertinent information

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

#### Conflict of interest

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

#### Time

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

#### Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
  - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

#### Agreement not permit nor fetter

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

#### Remainder not affected by invalidity

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

#### Further assurances

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

#### Additional terms

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

## Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

## Governing law

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

## 14 INTERPRETATION

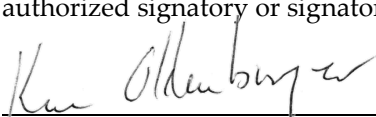

14.1 In this Agreement:

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

## 15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the 12<sup>TH</sup> day of JANUARY, 2024 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> Signature(s) <b>Ken</b> Digitally signed by Ken <b>Ken Oldenburger Oldenburger</b> Print Name(s) <b>ger</b> Date: 2024.01.12 11:53:18 -08'00' <b>Owner/Consultant</b> Print Title(s)</p>	<p>SIGNED on the 12<sup>TH</sup> day of JANUARY, 2024 on behalf of the Province by its duly authorized representative:</p> <p> Signature <b>DARRELL LE HOULLIER</b> Print Name <b>CHAIR</b> Print Title</p>
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## **Schedule A – Services**

### **PART 1. TERM:**

1. The term of this Agreement commences on January 12, 2024 and ends on March 31, 2024.

### **PART 2. SERVICES:**

To develop an Operational Records Classification System (ORCS) schedule under the Information Management Act (IMA) (BC 2015 c. 27), for seven tribunals under the Environmental Appeal Board Appeal Tribunal cluster. The seven tribunals include the Environmental Appeal Board (EAB), Forest Appeal Commission (FAC), Energy Resource Appeal Tribunal (ERAT), Skilled Trades BC Appeal Board (STBCAB), Community Care and Assisted Living Appeal Board (CCLALAB), Hospital Appeal Board (HAB), and the Financial Services Tribunal (FST).

### **PART 3. RELATED DOCUMENTATION:**

Not applicable.

### **PART 4. KEY PERSONNEL:**

1. The Key Personnel of the Contractor are as follows:
  - (a) Ken Oldenburger  
Ph.: (250) 889-1992  
Email: koconsult@shaw.ca
2. The Key Personnel for the Environmental Appeal Board:
  - (b) Vivia DeWolfe  
Director, Finance and Operations  
Ph.: (778) 974-4950  
Email: vivia.dewolfe@gov.bc.ca

## Schedule B – Fees and Expenses

### **1. MAXIMUM AMOUNT PAYABLE:**

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$21,000.00 plus GST is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### **2. FEES:**

#### **Hourly Rate**

**Fees:** at a rate of \$175.00 per hour for those hours during the Term when the Contractor provides the Services.

### **3. EXPENSES:**

#### **Expenses:**

None.

### **4. STATEMENTS OF ACCOUNT:**

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

### **5. PAYMENTS DUE:**

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

**Schedule C – Approved Subcontractor(s)**

Not applicable.

## **Schedule D – Insurance**

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

## Schedule E – Privacy Protection Schedule

### Definitions

1. In this Schedule,
  - (a) “**Act**” means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
  - (b) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (c) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;
  - (d) “**privacy course**” means the Province’s online privacy and information sharing training course or another course approved by the Province; and
  - (e) “**public body**” means “public body” as defined in the Act;
  - (f) “**third party request for disclosure**” means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
  - (g) “**service provider**” means a person retained under a contract to perform services for a public body; and
  - (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

### Purpose

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

### Acknowledgements

3. The Contractor acknowledges and agrees that
  - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;



- (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
- (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

### **Collection of Personal Information**

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
  - (a) the Province provides personal information to the Contractor;
  - (b) the Agreement otherwise specifies; or
  - (c) the Province otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

### **Privacy Training**

- 7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
- 8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

### **Accuracy of Personal Information**

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

### **Requests for Access to Information**

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

the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

### **Correction of Personal Information**

11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.
13. Within 5 Business Days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Province, the Contractor disclosed the information being corrected or annotated.
14. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

### **Protection of Personal Information**

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

### **Storage of and Access to Personal Information**

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

### **Retention of Personal Information**

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

### **Use of Personal Information**

20. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that

use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

## **Metadata**

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
- (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
  - (b) remove or destroy individual identifiers, if practicable.

## **Disclosure of Personal Information**

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
- (a) receives a third-party request for disclosure;
  - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,
- subject to section 24, the Contractor must immediately notify the Province.
24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
- (a) use its best efforts to direct the party making the third-party request to the Province;
  - (b) provide the Province with reasonable assistance to contest the third-party request; and
  - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
    - (i) the control of personal information by the Province as a public body under the Act;
    - (ii) the application of the Act to the Contractor as a service provider to the Province;
    - (iii) the conflict between the Act and the third-party request; and
    - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

## **Notice of Unauthorized Disclosure**

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

### **Compliance with the Act and Directions**

26. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
  - (b) any direction given by the Province under this Schedule.
27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

### **Notice of Non-Compliance**

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

### **Termination of Agreement**

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

### **Interpretation**

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.





# Environmental Appeal Board

Fourth Floor, 747 Fort Street, Victoria BC V8W 3E9

Tel: (250) 387-3464

[www.bceab.ca](http://www.bceab.ca)

Fax: (250) 356-9923

Email: [info@bceab.ca](mailto:info@bceab.ca)

[Address]

[Date]

**Re: Your Request for Records dated [Date]**

Dear [Name]:

I am writing to confirm receipt of your request for records dated [Date]. I understand that you have requested the following records from the Environmental Appeal Board:

- [List of records]

Section 7 of the *Freedom of Information and Protection of Privacy Act* (the "*Act*") requires that I respond within 30 days, unless I extend that deadline in accordance with section 10 of the *Act*, transfer the request to another public body under section 11 of the *Act*, or ask the privacy commissioner for authorization to disregard the request under section 43 of the *Act*. Other referrals and processes may also extend that 30-day period. If any such referrals or processes are undertaken, I will write to advise as much.

The end of the 30-day period is [Date]; however, the Environmental Appeal Board will not be open on that date. Section 25.5 of the *Interpretation Act* specifies that, in such circumstances, the period therefore ends on the next date that the Environmental Appeal Board will be open. That is [Date].

In line with the requirements set out above, I will provide a substantive response to your inquiry by [Date].

Please do not hesitate to reach out if you have any questions or concerns.

Sincerely,

Darrell Le Houillier

Chair

Environmental Appeal Board



# Environmental Appeal Board

Fourth Floor, 747 Fort Street, Victoria BC V8W 3E9

Tel: (250) 387-3464

www.bceab.ca

Fax: (250) 356-9923

Email: info@bceab.ca

[Address]

[Date]

**Re: Your Request for Records dated [Date]**

Dear [Name]:

I am writing further to your request for records dated [Date]. I understand that you have requested the following records from the Environmental Appeal Board:

- [List of records]

I have determined that you are entitled to access the following records:

- [list of records]

The records have been redacted to remove information would constitute an unreasonable invasion of the named individuals' personal privacy. **This information includes residential addresses, XXX.** Under section 53 of the Freedom of Information and Protection of Privacy Act, you may apply to the Information and Privacy Commissioner to review my decision to refuse access to those portions of the records.

I have determined that you are not entitled to access to the following records:

- [list of records]

The records to which you have been granted access have been attached electronically. Please do not hesitate to reach out if you have any questions or concerns.

Sincerely,

Darrell Le Houillier

Chair

Environmental Appeal Board



# Environmental Appeal Board

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Fax: (250) 356-9923

Email: [info@bceab.ca](mailto:info@bceab.ca)

[Address]

[Date]

**Re: Your Request for Records dated [Date]**

Dear [Name]:

I am writing further to your request for records dated [Date]. I understand that you have requested the following records from the Environmental Appeal Board:

- [List of records]

Section 11(b) of the *Freedom of Information and Protection of Privacy Act* allows the head of a public body to transfer a request for records if they are satisfied that:

- (i) the requested records were produced by or for the other public body;
- (ii) the other public body was the first to obtain the record; or
- (iii) the record is in the custody or control of the other public body.

I have determined that subsection (x) applies to [records]. Specifically, these records were XXX.

Please do not hesitate to reach out if you have any questions or concerns.

Sincerely,

Darrell Le Houillier

Chair

Environmental Appeal Board





# Environmental Appeal Board

Fourth Floor, 747 Fort Street, Victoria BC V8W 3E9

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Fax: (250) 356-9923

Email: [info@bceab.ca](mailto:info@bceab.ca)

[Address]

[Date]

**Re: Your Request for Records dated [Date]**

Dear [Name]:

I am writing to provide you notice as required by section 23 of the *Freedom of Information and Protection of Privacy Act* (the "*Act*"). This notice is to advise that the Environmental Appeal Board has received an application for disclosure of records, which I have reason to believe contain information that might be exempted from disclosure requirements under the following sections of the *Act*:

- section 18.1 (where disclosure could reasonably be expected to harm certain interests of an Indigenous people),
- section 21 (where disclosure could reasonably be expected to harm the business interests of third party), or
- section 22 (where disclosure would be an unreasonable invasion of personal privacy).

This application may affect your interests or invade your privacy.

Specifically, the relevant records are:

- [List of records]

I have reason to believe they may be exempted from disclosure under the sections listed above because XXX.

You may, within 20 days, consent to the disclosure of these records or make written representations to me, explaining why the information should not be disclosed. The due date for your response is [Date].

Please do not hesitate to reach out if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Le Houillier". The signature is fluid and cursive, with a large initial "D" and a stylized "LH" for the last name.

Darrell Le Houillier

Chair

Environmental Appeal Board



# Environmental Appeal Board

Fourth Floor, 747 Fort Street, Victoria BC V8W 3E9

Tel: (250) 387-3464

[www.bceab.ca](http://www.bceab.ca)

Fax: (250) 356-9923

Email: [info@bceab.ca](mailto:info@bceab.ca)

[Address]

[Date]

**Re: Your Request for Records dated [Date]**

Dear [Name]:

I am writing further to your request for records dated [Date]. I understand that you have requested the following records from the Environmental Appeal Board:

- [List of records]

I have determined that your request contains information that may affect the interests or invade the personal privacy of a third party. Section 23 of the *Freedom of Information and Protection of Privacy Act* (the "*Act*") requires me to notify a third party when I have reason to believe that requested records contain information about that party that might be exempted from disclosure requirements under certain sections of the *Act*. Those sections are:

- section 18.1 (where disclosure could reasonably be expected to harm certain interests of an Indigenous people),
- section 21 (where disclosure could reasonably be expected to harm the business interests of third party), or
- section 22 (where disclosure would be an unreasonable invasion of personal privacy).

Specifically, I have reason to believe that [records] contain information that might be exempted from disclosure under section XX of the *Act*. The third party is being given an opportunity to make representations about disclosure of those records.

Section 24 of the *Act* requires that I give the third party 20 days to make their representations before I decide whether to give access to the requested records, in whole or in part. I must make my decision within 30 days of when I notified the third party about your request for records.

Because I notified the third party on [Date], their representations are due by [Date] and my decision is due by [Date].

Please do not hesitate to reach out if you have any questions or concerns.

Sincerely,

Darrell Le Houillier  
Chair  
Environmental Appeal Board



# Environmental Appeal Board

Fourth Floor, 747 Fort Street, Victoria BC V8W 3E9

Tel: (250) 387-3464

www.bceab.ca

Fax: (250) 356-9923

Email: info@bceab.ca

[Address]

[Date]

**Re: Your Request for Records dated [Date]**

Dear [Name]:

I am writing further to my notice dated [Date], advising that the Environmental Appeal Board has received an application for the disclosure of records under the *Freedom of Information and Protection of Privacy Act* (the "Act"). As my notice explained, I had reason to believe that the following records contain information that might be exempted from disclosure under section XX of the Act.

- [list of records] (the "Records").

I invited you to make representations about disclosure of those records. Section 24 of the Act requires that I give the third party 20 days to make those representations. You provided submissions within that period. I have considered them in deciding whether to disclose the Records to the applicant.

I have decided XXX.

You may seek a review of this decision by requesting a review from the Information and Privacy Commissioner under section 53 of the Act. Such a request must be filed within 20 days. If no review is requested, I will disclose grant the applicant access to the record(s) described above.

Please do not hesitate to reach out if you have any questions or concerns.

Sincerely,

Darrell Le Houillier

Chair

Environmental Appeal Board



# Environmental Appeal Board

Fourth Floor, 747 Fort Street, Victoria BC V8W 3E9

Tel: (250) 387-3464

[www.bceab.ca](http://www.bceab.ca)

Fax: (250) 356-9923

Email: [info@bceab.ca](mailto:info@bceab.ca)

[Address]

[Date]

**Re: Your Request for Records dated [Date]**

Dear [Name]:

I am writing further to my letter dated [Date], advising that I had provided notice to a third party, stating that I had reason to believe the following records you have requested contain information that might be exempted from disclosure under sections 18.1, 21 or 22 of the *Freedom of Information and Protection of Privacy Act*.

- [list of records] (the "Records").

I invited and have received submissions from the third party. I have decided to grant you access to the Records.

Before I do so, however, the third party has the right to request a review of my decision from the Information and Privacy Commissioner, under section 53 of the *Act*. They have 20 days within which to request a review. If they do not do so, I am authorized to release the records to you under section 24(3) of the *Act*.

Please do not hesitate to reach out if you have any questions or concerns.

Sincerely,

Darrell Le Houillier

Chair

Environmental Appeal Board



# MINISTRY OF ATTORNEY GENERAL

## Notice of Intent

### EAB TRIBUNAL CLUSTER ORCS DEVELOPMENT

<b>Opportunity ID:</b>	<a href="#">[@@ Number @@]</a>
<b>Issue Date:</b>	December 2023
<b>Closing Date and Time (Pacific Time):</b>	January 2, 2024 11:00 PM

#### Submission Delivery

**Submissions must be submitted using the following delivery method:**

**Email submission:** Submit a Submission by email. Submissions by email must be submitted to the email address specified below in accordance with the email submission instructions set out in the process rules for the subject RFX. Include the opportunity description and ID in the subject line of the email.

Vivia.DeWolfe@gov.bc.ca

#### Official Contact

Vivia DeWolfe, Director Finance and Operations  
Vivia.DeWolfe@gov.bc.ca

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## 1. Summary

### 1.1 Overview

Notice is hereby given that the Ministry of Attorney General, Environmental Appeal Board is contemplating making a direct award of a contract to Oldenburger Consulting (the “**Supplier**”).

The high-level details of the contemplated contract are generally described below.

This project is to develop an Operational Records Classification System (ORCS) schedule under the Information Management Act (IMA) (BC 2015 c. 27), for seven tribunals under the Environmental Appeal Board Appeal Tribunal cluster. The seven tribunals include the Environmental Appeal Board (EAB), Forest Appeal Commission (FAC), Energy Resource Appeal Tribunal (ERAT), Skilled Trades BC Appeal Board (STBCAB), Community Care and Assisted Living Appeal Board (CCLALAB), Hospital Appeal Board (HAB), and the Financial Services Tribunal (FST).

### 1.2 Contract Term and Aggregate Contract Value

The term of the contract is expected to be *January 6, 2024 to March 31, 2024*.

The aggregate value of the contract is expected not to exceed, exclusive of applicable taxes \$21,000.

### 1.3 Rationale for Contemplating a Direct Award

The Province is contemplating a direct award with the Supplier for the following reasons: The contractor has many years of experience drafting ORCS for many ministries across the Province of BC. The contractor completed the first phase of a project identifying what is required across the tribunal sector to improve records management. The contractor has the background and experience to develop the ORCS for our seven boards.

## 2. Definitions Used in this Notice of Intent

Throughout this Notice of Intent, the following definitions will be used (and the singular is interchangeable with the plural context permitting):

**"Addenda"** means additional information regarding this NOI, including amendments to the NOI that may be posted on BC Bid. The "Addenda" menu tab is located on the left margin of the specific opportunity in the BC Bid application. Amendments will be noted in the amendment reason section of the "Overview" menu tab located on the left margin of the specific opportunity in the BC Bid application. Suppliers may need to select and set the symbol denoted as ">>" to reveal the menu tab items.

**"BC Bid"** means the electronic tendering service maintained by the Province including the website at <https://www.bcbid.gov.bc.ca> or any replacement website.

**"Challenge"** means the written response from a Respondent submitted in reply to this NOI.

**"Closing Date and Time"** means the time within which responses should be made to the NOI in order to receive consideration as set out in the "RFx general information" section of the "overview" menu tab; and as initially set out on the cover page to the NOI.

**"Issue Date"** means the date the NOI was posted to BC Bid as set out in the "RFx general information" section of the "overview" menu tab; and as initially set out on the cover page to the NOI.

**"Ministry"** means the Ministry of Attorney General.

**"NOI"** or **"Notice of Intent"** means this document, including the processes described in this document, as may be modified from time to time.

**"Official Contact"** means the individual named on the "opportunity details" menu tab for the NOI serving as the official NOI contact person for the Province, as initially set out on the cover page of the NOI.

**"Province"** means His Majesty the King in right of the Province of British Columbia and includes the Ministry.

**"Respondent"** means a supplier that submits a Challenge.

**"RFx"** has the same meaning as NOI as the term may appear in BC Bid, the Submission Declaration Form or BC Bid pop-up advisories associated with submitting a Challenge.

**"Submission"** as used in the Submission Declaration Form and within BC Bid and its pop-up advisories related to this NOI has the same meaning as Challenge.

**“Submission Declaration Form”** means the form so identified and named in the NOI for use with Challenges submitted by email or hard copy delivery if such submission methods are allowed by the NOI.

**“Supplier”** means the natural person or legal entity that is identified in section 1.1 to this NOI.

**“You”** and **“Your”** as used in the Submission Declaration Form and any pop-up advisories related to this NOI has the same meaning as Respondent.

### **3. Notice of Intent Challenge Guidelines**

- a)** Any Challenge objecting to the NOI is required to be in English and sent to the Official Contact in writing or such Challenge will not be considered.
- b)** Challenges to the NOI should be received by the Official Contact before the Closing Date and Time.
- c)** The Province reserves the right to disregard any Challenge to an NOI received after the Closing Date and Time.
- d)** Challenges to the NOI should provide reasons for the Challenge.
- e)** A Submission Declaration Form must accompany any Challenges submitted by email or hard copy.

#### **3.1 Review of Challenges**

- a)** If the Province receives a Challenge to the NOI before the Closing Date and Time, the Province must assess whether the challenge is justified; and whether a competitive process should be undertaken.
- b)** If no Challenges to the NOI are received prior to the Closing Date and Time or no Respondent submits a Challenge that is justified by the Province, the Province may commence contract negotiations with the Supplier for the goods, services and/or construction described in the NOI.

#### **3.3. Enquiries are Made to the Official Contact**

Enquiries and any responses providing new information will be recorded and posted to

BC Bid as Addenda or otherwise distributed to Respondents. Despite the foregoing, the Province may choose in its sole discretion not to respond, respond in whole or in part, or reformulate enquiries in whole or in part. The Province may in its sole discretion choose whether to post any such enquiries (as reformulated if reformulated) and responses to BC Bid or otherwise distribute to Respondents.

### **3.4. Ownership of Challenges**

Challenges to this NOI become the property of the Province and will be held, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

### **3.5. Respondents Expenses**

The Province will not be responsible for any costs or expenses incurred by any Respondent challenging this NOI.

## **Appendix A: Challenge Form**

Document is available for download in the “RFx documents” section for this NOI.

## **Appendix B: Submission Declaration Form**

Document is available for download in the “RFx documents” section for this NOI.



# MINISTRY OF ATTORNEY GENERAL

## Notice of Intent

### EAB TRIBUNAL CLUSTER ORCS DEVELOPMENT

<b>Opportunity ID:</b>	192617
<b>Issue Date:</b>	March 26, 2024
<b>Closing Date and Time (Pacific Time):</b>	April 3, 2024 11:00 PM

#### Submission Delivery

**Submissions must be submitted using the following delivery method:**

**Email submission:** Submit a Submission by email. Submissions by email must be submitted to the email address specified below in accordance with the email submission instructions set out in the process rules for the subject RFX. Include the opportunity description and ID in the subject line of the email.

Vivia.DeWolfe@gov.bc.ca

#### Official Contact

Vivia DeWolfe, Director Finance and Operations  
Vivia.DeWolfe@gov.bc.ca

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## 1. Summary

### 1.1 Overview

Notice is hereby given that the Ministry of Attorney General, Environmental Appeal Board is contemplating extending a directly awarded contract with Oldenburger Consulting (the “**Supplier**”).

The high-level details of the contemplated contract are generally described below.

This project is to develop and assist with approval of an Operational Records Classification System (ORCS) schedule under the Information Management Act (IMA) (BC 2015 c. 27), for seven tribunals under the Environmental Appeal Board Appeal Tribunal cluster. The seven tribunals include the Environmental Appeal Board (EAB), Forest Appeal Commission (FAC), Energy Resource Appeal Tribunal (ERAT), Skilled Trades BC Appeal Board (STBCAB), Community Care and Assisted Living Appeal Board (CCLALAB), Hospital Appeal Board (HAB), and the Financial Services Tribunal (FST).

### 1.2 Contract Term and Aggregate Contract Value

The term of the contract is expected to be extended from March 31, 2024 *to March 31, 2025 to assist with the approval of the ORCS.*

The aggregate value of the contract is expected not to exceed, exclusive of applicable taxes \$21,000.

### 1.3 Rationale for Contemplating a Direct Award

The Province is contemplating a direct award extension with the Supplier for the following reasons: The contractor has many years of experience drafting ORCS for many ministries across the Province of BC. The contractor completed the first phase of a project identifying what is required across the tribunal sector to improve records management. The contractor has the background and experience to develop and assist with the approval process of the ORCS for our seven boards. The original NOI was posted without enough time estimated for the ORCS approval process.

## 2. Definitions Used in this Notice of Intent



Throughout this Notice of Intent, the following definitions will be used (and the singular is interchangeable with the plural context permitting):

**"Addenda"** means additional information regarding this NOI, including amendments to the NOI that may be posted on BC Bid. The "Addenda" menu tab is located on the left margin of the specific opportunity in the BC Bid application. Amendments will be noted in the amendment reason section of the "Overview" menu tab located on the left margin of the specific opportunity in the BC Bid application. Suppliers may need to select and set the symbol denoted as ">>" to reveal the menu tab items.

**"BC Bid"** means the electronic tendering service maintained by the Province including the website at <https://www.bcbid.gov.bc.ca> or any replacement website.

**"Challenge"** means the written response from a Respondent submitted in reply to this NOI.

**"Closing Date and Time"** means the time within which responses should be made to the NOI in order to receive consideration as set out in the "RFx general information" section of the "overview" menu tab; and as initially set out on the cover page to the NOI.

**"Issue Date"** means the date the NOI was posted to BC Bid as set out in the "RFx general information" section of the "overview" menu tab; and as initially set out on the cover page to the NOI.

**"Ministry"** means the Ministry of Attorney General.

**"NOI"** or **"Notice of Intent"** means this document, including the processes described in this document, as may be modified from time to time.

**"Official Contact"** means the individual named on the "opportunity details" menu tab for the NOI serving as the official NOI contact person for the Province, as initially set out on the cover page of the NOI.

**"Province"** means His Majesty the King in right of the Province of British Columbia and includes the Ministry.

**"Respondent"** means a supplier that submits a Challenge.

**"RFx"** has the same meaning as NOI as the term may appear in BC Bid, the Submission Declaration Form or BC Bid pop-up advisories associated with submitting a Challenge.

**“Submission”** as used in the Submission Declaration Form and within BC Bid and its pop-up advisories related to this NOI has the same meaning as Challenge.

**“Submission Declaration Form”** means the form so identified and named in the NOI for use with Challenges submitted by email or hard copy delivery if such submission methods are allowed by the NOI.

**“Supplier”** means the natural person or legal entity that is identified in section 1.1 to this NOI.

**“You”** and **“Your”** as used in the Submission Declaration Form and any pop-up advisories related to this NOI has the same meaning as Respondent.

### 3. Notice of Intent Challenge Guidelines

- a) Any Challenge objecting to the NOI is required to be in English and sent to the Official Contact in writing or such Challenge will not be considered.
- b) Challenges to the NOI should be received by the Official Contact before the Closing Date and Time.
- c) The Province reserves the right to disregard any Challenge to an NOI received after the Closing Date and Time.
- d) Challenges to the NOI should provide reasons for the Challenge.
- e) A Submission Declaration Form must accompany any Challenges submitted by email or hard copy.

#### 3.1 Review of Challenges

- a) If the Province receives a Challenge to the NOI before the Closing Date and Time, the Province must assess whether the challenge is justified; and whether a competitive process should be undertaken.
- b) If no Challenges to the NOI are received prior to the Closing Date and Time or no Respondent submits a Challenge that is justified by the Province, the Province may commence contract negotiations with the Supplier for the goods, services and/or construction described in the NOI.

### **3.3. Enquiries are Made to the Official Contact**

Enquiries and any responses providing new information will be recorded and posted to BC Bid as Addenda or otherwise distributed to Respondents. Despite the foregoing, the Province may choose in its sole discretion not to respond, respond in whole or in part, or reformulate enquiries in whole or in part. The Province may in its sole discretion choose whether to post any such enquiries (as reformulated if reformulated) and responses to BC Bid or otherwise distribute to Respondents.

### **3.4. Ownership of Challenges**

Challenges to this NOI become the property of the Province and will be held, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

### **3.5. Respondents Expenses**

The Province will not be responsible for any costs or expenses incurred by any Respondent challenging this NOI.

## **Appendix A: Challenge Form**

Document is available for download in the “RFx documents” section for this NOI.

## **Appendix B: Submission Declaration Form**

Document is available for download in the “RFx documents” section for this NOI.



# Environmental Appeal Board

Fourth Floor, 747 Fort Street, Victoria BC V8W 3E9

Tel: (250) 387-3464

www.bceab.ca

Fax: (250) 356-9923

Email: info@bceab.ca

[Address]

[Date]

**Re: Your Request for Records dated [Date]**

Dear [Name]:

I am writing further to your request for records dated [Date]. I understand that you have requested the following records from the Environmental Appeal Board:

- [List of records]

I have determined that you are entitled to access the following records:

- [list of records]

The records have been redacted to remove information would constitute an unreasonable invasion of the named individuals' personal privacy. **This information includes residential addresses, XXX.** Under section 53 of the Freedom of Information and Protection of Privacy Act, you may apply to the Information and Privacy Commissioner to review my decision to refuse access to those portions of the records.

I have determined that you are not entitled to access to the following records:

- [list of records]

The records to which you have been granted access have been attached electronically. Please do not hesitate to reach out if you have any questions or concerns.

Sincerely,

Darrell Le Houillier

Chair

Environmental Appeal Board



## Summer Webmail Usage Guide

For Members

**Last Revised: September 2023**

## **Forward**

This Guide was created to assist members of the following tribunals, in the setup and use of the Summer webmail program:

- Community Care and Assisted Living Appeal Board;
- Environmental Appeal Board;
- Financial Services Tribunal
- Forest Appeals Commission;
- Health Professions Review Board;
- Hospital Appeal Board;
- Skilled Trades BC Appeal Board; and
- Energy Resource Appeal Tribunal.

Requirements for use of Summer webmail by members are established or adopted by the Chair of each of the bodies listed above.

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## **Summer Webmail Usage Guide**

### **Accessing Webmail Through Summer**

1. Go to <https://summer.gov.bc.ca>; and
2. Login by following these four steps:
  - a. ensure you have selected whether you are logging in from a public or shared computer, or a private computer, by selecting the appropriate button, highlighted in purple, below;
  - b. type your “idir\your IDIR, provided to you separately)” into the “Domain\Username:” field, highlighted in green, example idir\smith;
  - c. enter your password (case sensitive) into the “Password:” field, highlighted in red, below;
  - d. press enter or clicking the “Log On” button.



---

Security ( [show explanation](#) )

☒ This is a public or shared computer  
☐ This is a private computer

---

☐ Use Outlook Web Access Light

---

Domain\Username:

Password:

[Log On](#)

---

[I need to change my password](#)

If you are unable to log in and cannot resolve the issue on your own, please contact the Executive Administrative Assistant, or if they are unavailable, the Web and Finance Administrator, to report the issue.

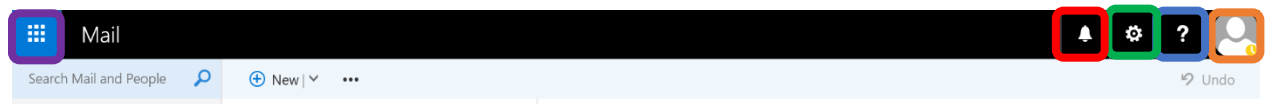
If you forgot your password, call the AG IT Service desk at 250 356-0545.

## Navigating Summer Webmail

### Top Bar Banner

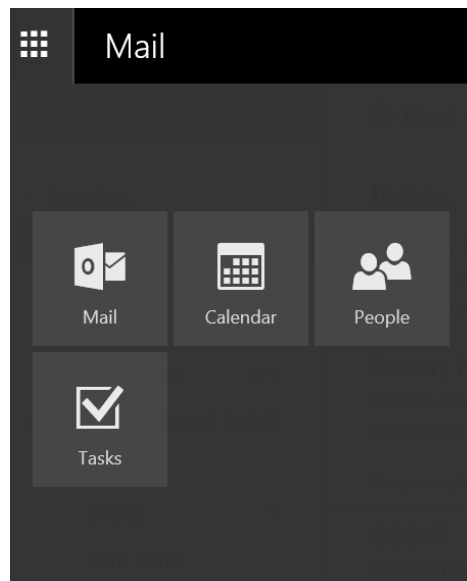
The banner features several buttons:

1. the tool selector (highlighted in purple, below), with the current tool appearing next to it (defaulting to “Mail”);
2. notifications (highlighted in red, below);
3. settings (highlighted in green, below);
4. help (highlighted in blue, below); and
5. account status (highlighted in orange, below).



### Tool Selector

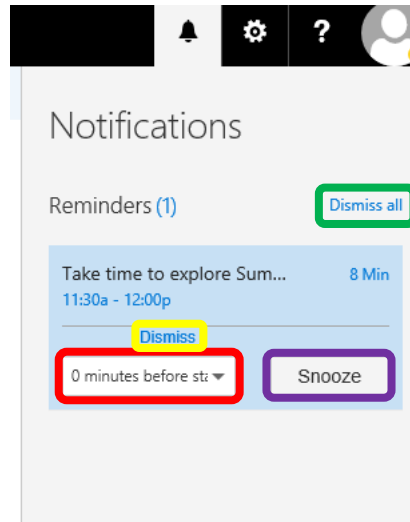
Clicking the tool selector brings up a new left-sided menu, shown below. This menu allows you to navigate away from the “Mail” tool, to the others: Calendar, People, and Tasks.



Note: the tool you have currently selected is displayed next to the path selector button.

## Notifications

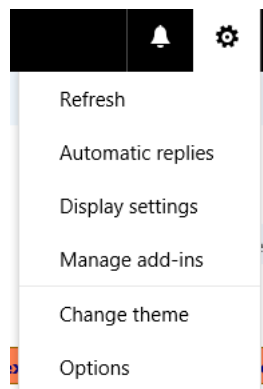
A notifications menu can be brought up on the right side of the screen by pressing this button. That menu can be removed by pressing the same button again. The notifications show events that are entered into your Calendar for that day, and that have a Reminder associated with them. The Notifications menu looks like this:



When the event's reminder time is reached, the computer chimes and a pop-up reminder for the scheduled event appears on screen. This can be delayed using the "Snooze" function (highlighted in purple, above) for a select period of time in the associated pull-down menu (highlighted in red, above). The Notification can also be dismissed (highlighted in yellow, above). All Notifications can be dismissed at once, as well (highlighted in green, above).

## Settings

Clicking the Settings button opens a drop-down menu that provides several options.

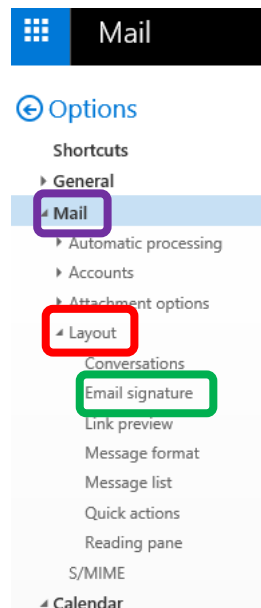


The options are as follows:

- Refresh reloads the Summer webpage;
- Automatic replies (highlighted above in purple) allows you to set replies to be sent automatically to anyone who sends you an email (more below);
- Display settings allows you to reconfigure the layout of panes within the Summer program and to choose what you see when you sign in and when you move or delete an item from your email (switching to and using other display settings are not covered in this guide);
- Manage add-ins allows you to incorporate third-party software into your Summer email program (not recommended and it is up to members to ensure any add-ins they install conform to the information security requirements of the Office of the Chief Information Officer and applicable terms of usage);
- Change theme allows you to change the aesthetics of Summer (not recommended); and
- Options (highlighted above in red) opens a new menu that allows more detailed configuration of Summer (generally not recommended, other than to create an Email signature, discussed below).

To create automatic replies, click on “Automatic replies” from the Settings drop-down menu, as highlighted above. You can then select to send or not send automatic replies. If you choose to send automatic replies, you can set a date range for replies to be sent, and will need to write out the reply to be sent. Then press “OK” to set the automatic reply.

To create an Email signature, click on “Options” from the Settings drop-down menu, as highlighted above. Ensure the “Mail” and “Layout” subfolders are open in the Options menu (highlighted below in purple and red, respectively), then click on “Email signature” (highlighted below in green).



A format pallet appears when you click “Email signature”. This allows you to include a picture, format text with bold, italics, underlining, font selection, font size, highlighting, colouration,

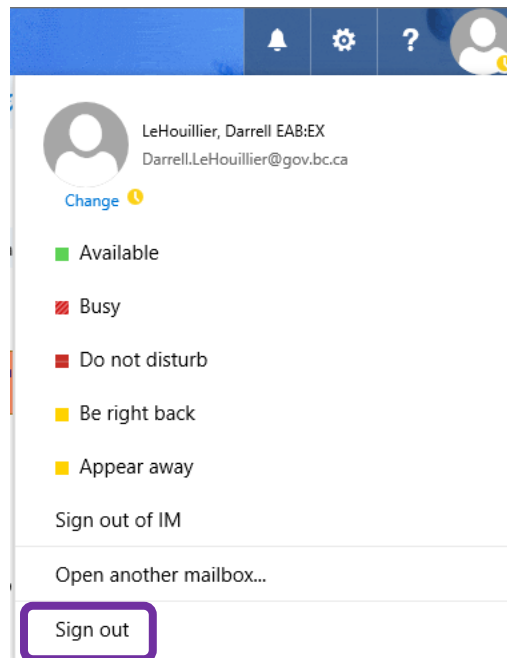
alignment, etc. You can also choose when to include your email signature (when writing new messages and/or when forwarding or replying to messages).

### Help

The Help button allows you to read Summer's Privacy notice and to access its online Help function, which appears in a new, pop-up window, providing help for Microsoft Outlook's online platform, which is used in the Summer program.

### Account status

The Account status button allows you to change your status for instant messaging or sign out of the instant messaging function. This function is not recommended for members. The Account status menu also allows you to open other Summer mailboxes, which is not recommended. Lastly, it allows you to sign out of Summer, by clicking on the relevant menu option (highlighted in purple, below):



### Mail

Summer allows you to store emails in different folders, as well as under a “root directory” of your name. Summer offers several default folders:

- Inbox (where new messages arrive),
- Drafts (where unsent but saved emails are stored),
- Sent Items (where sent emails are stored),
- Deleted Items (your “Trash Bin” for emails),
- Conversation History (for instant messaging, not recommended for use by members),

- Junk Email (where emails flagged as or that Outlook considers likely to be junk are stored),
- Notes (not recommended for members), and
- RSS Feeds (where automated RSS emails from blogs, online magazines, etc. are stored – not recommended for members).

As a default, Inbox, Drafts, Sent Items, and Deleted Items are designated as “Favorites”.

You can access several functions by right-clicking your name or a folder in the right-sided Mail menu. The available functions depend on where you right-click. For example, when right-clicking your name, you can:

- Create a new folder: add another folder for emails, along with the default folders listed above;
- Empty folder: delete any emails you have stored under your name;
- Add to Favorites: include your name in the list of Favorite folders;
- Mark all as read: remove the unread flag on all emails stored under your name;
- “Add shared folder...”: allows you to add a folder shared with other users to your list of folders (not recommended for members); and
- Permissions: allows you to share access to emails stored under your name.

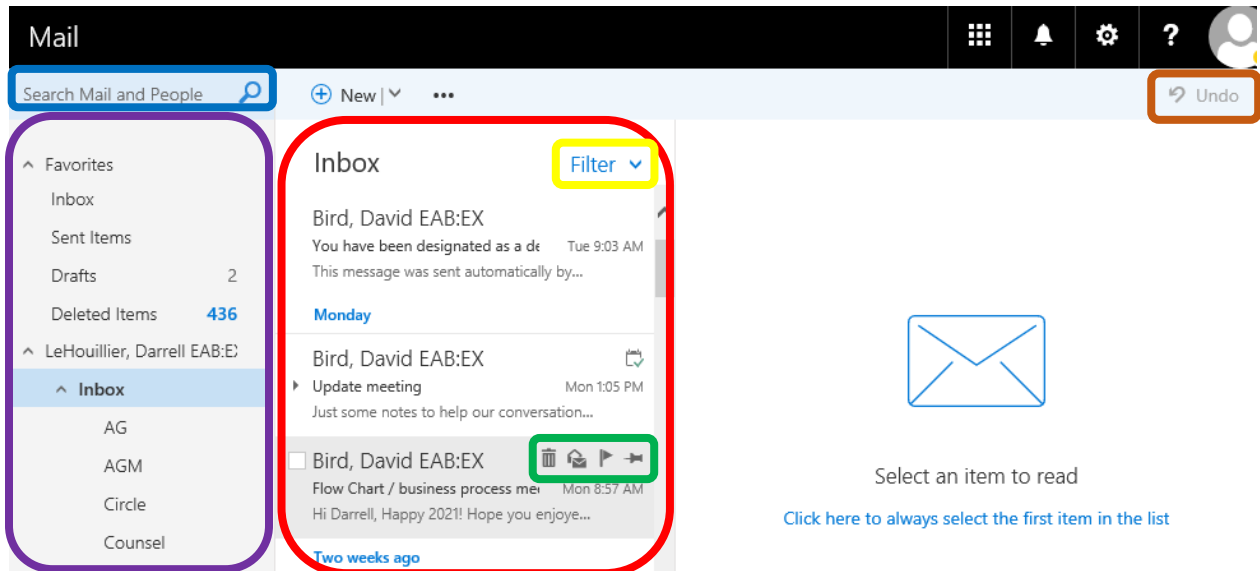
These functions are available for most of the Default folders as well, with two notable differences:

- “Create new folder” is replaced with “Create new subfolder”, which allows a new folder to be created within the folder that was right-clicked; and
- “Add to Favorites” is only available to Default folders if it is not already designated as a Favorite. If it is, “Remove from Favorites” is an option in the menu obtained by right-clicking the folder.

Further options are available for the RSS Feeds folder, plus any folders created by users:

- “Rename” allows the folder to be renamed;
- “Delete” allows the folder to be delete; and
- “Move” allows the folder to be moved to a different location in the folders and subfolders.

The layout of the Mail path is shown below:



To access emails in a folder or subfolder, ensure the relevant folder or subfolder is highlighted in the right-sided menu (highlighted in purple, above). This shows the emails in that folder or subfolder in the middle pane (highlighted in red, above). To read the email in the left-handed pane, click on the email once. To open the email in a separate window, double click the email instead.

The emails appearing in a folder or subfolder may also be filtered by using the “Filter” options to show all messages, only unread messages, messages addressed to you, or flagged messages, using the Filter menu (highlighted in yellow, above). You can also adjust how the emails are sorted in the middle pane (by date, author, recipient, subject, the presence of attachments, whether the message has been flagged as important, or by file size). You can also decide to show emails as discrete messages or as conversations using the Filter menu.

You can search for specific emails using a keyword search in the box highlighted blue, above. The keyword search works on the email sender, recipient(s), subject line, and body.

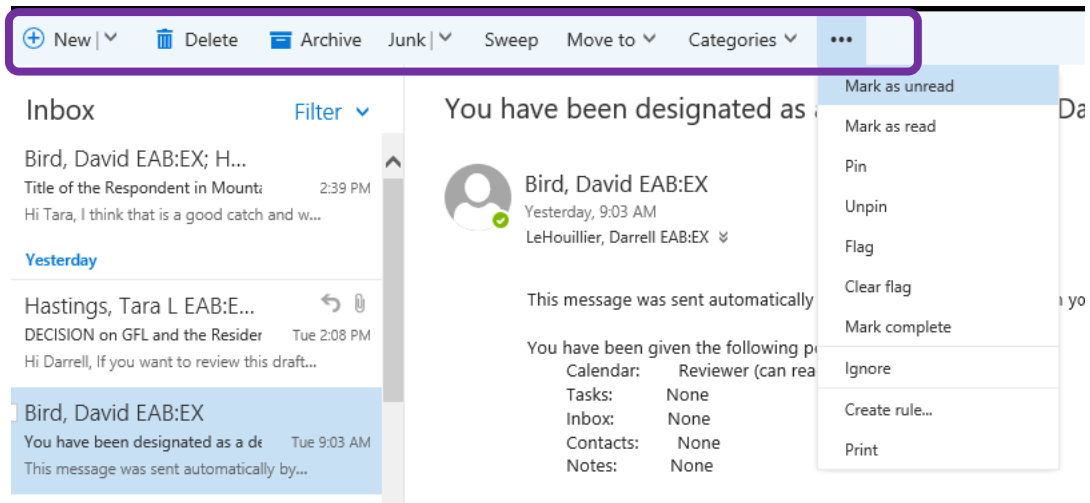
Also, you can undo the latest email operation (described below), by clicking on the Undo button, highlighted in orange, above.

Hovering the mouse pointer over an email in the middle pane also reveals four icons (highlighted in green, above). They are, from left to right:

- a garbage can: to delete the message;
- an envelope: to mark the message as unread;
- a flag: to flag the message for follow up 15 days later, and clicking again to mark the follow up as complete;
- a pin: to “pin” the email so it appears at the top of the list, and clicking the pin again to “un-pin” it and have it appear in its usual sorting order in the list.

When clicking on an email, the banner also populates with several email functions, as shown below:

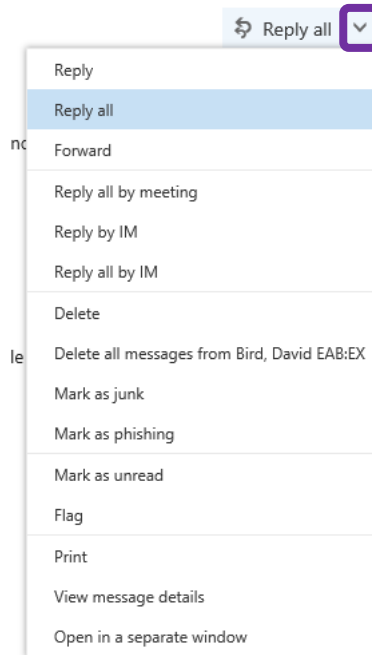




The options (highlighted in purple, above), from left to right, are:

- **New:** create either a new email message or calendar event;
- **Delete:** delete the current email;
- **Archive:** save the current email to long-term storage;
- **Junk:** designate the email as junk or, worse, phishing (email used to facilitate hacking);
- **Sweep:** allows you to move some or all messages from the sender of that email to a designated folder once or at recurring intervals;
- **Move to:** allows you to move a or all email from the sender to a specific folder;
- **Categories:** allows you to mark an email with colour-coded categories, either the default colour-named ones or ones you create with customized names;
- **Other options:** marking emails as (un)read, un(pinning) emails, (un)flagging emails, marking flagged emails as complete, ignore all existing and future emails in a thread by shunting them directly to the Deleted Items folder, creating a rule to automatically apply these functions to certain emails, and printing email.

When selecting an email, a pull-down menu can be accessed by pressing a down-facing arrow at the top right of the right-most pane (highlighted in purple, below). This appears next to a button for “Reply all”.



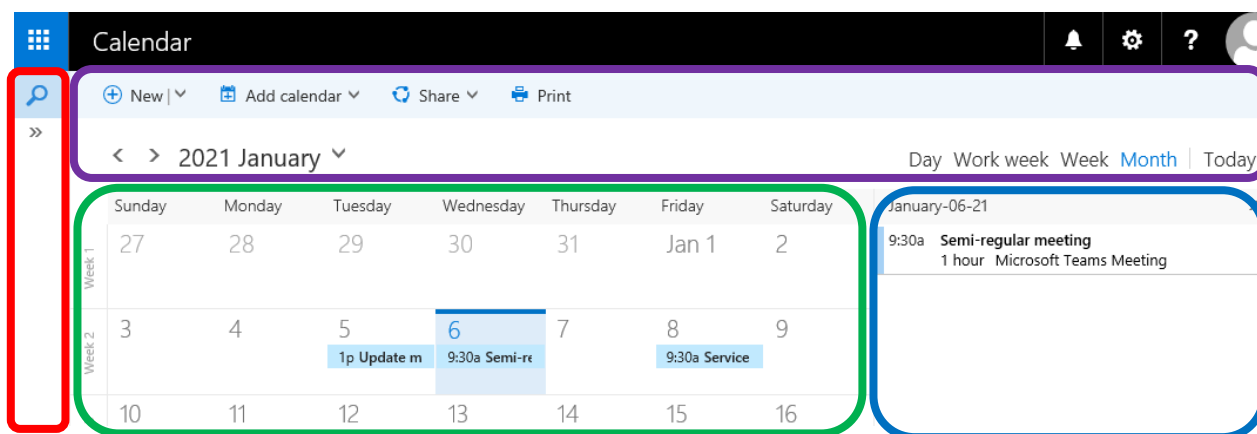
“Reply”, “Reply all”, and “Forward” are standard email operations. “Reply all by meeting”, “Reply by IM”, and “Reply all by IM” are for virtual meetings and instant messaging, and are not recommended for members. “Delete, Delete all messages from...” the writer of the email are standard email operations. “Mark as junk”, “Mark as phishing”, “Mark as unread”, “Flag”, and “Print” have already been described in this guide. “View message details” opens a new window that provides technical information unlikely to be useful to members. “Open in a separate window” opens the email in a new browser window.

Some email operations contained in the banner and pull-down menu are available by right-clicking emails in the middle pane as well.

If emails are opened in a separate browser window, that window has banner operations containing some, but not all, of the operations described above.

## Calendar

Summer’s Calendar allows you to create and track events. The default screen features a banner (highlighted in purple, below), a collapsed left-sided pane (highlighted in red, below), a central pane showing the calendar (highlighted in green, below), and a right-sided pane showing events on the date selected on the calendar (highlighted in blue, below).

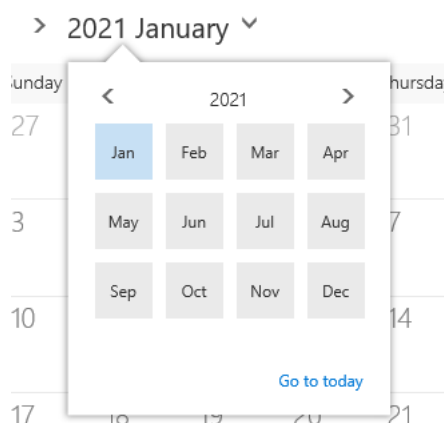


In the banner, the buttons allow various functions:

- **New:** allows creation of an email, a calendar event (described below), or a birthday event (not recommended for members);
- **Add Calendar:** allows other calendars to be added to your own (not recommended for members);
- **Share:** allows you to share your calendar with other government users (not recommended for members);
- **Print:** allows you to print the middle, calendar pane.

The banner also defines the amount of time shown in the calendar pane, by clicking on “Day”, “Work week”, “Week”, or “Month”. Clicking “Today” selects the current day in the calendar, but does not alter the period of time shown in the calendar pane.

The banner also allows navigation month-to-month in the calendar, by clicking the buttons to the left of the year and month indicated as active. Clicking the down-facing arrow to the right of the year and month indicated as active produces a pull-down menu to navigate month-to-month. The pull-down menu looks like this:



In the pull-down menu, year-to-year navigation is accomplished by clicking the arrows to the right and left of the year. The month is selected by clicking on the relevant box. You can return to the present time quickly by pressing the “Go to today” button, which returns the calendar pane to the present month, with the current day highlighted.

Clicking the left-side pane enlarges it and allows various functions:

- Navigation by a smaller calendar;
- Selection between multiple calendars to display, if they are loaded (not recommended for members); and
- A Search function, which searches events in your calendar.

The middle, calendar pane displays events scheduled for the period of time selected in the banner. By default, the current day is selected. To select a different day, you can click once on the appropriate day in the calendar pane. Quickly double-clicking a scheduled event brings up the event details for editing. Quickly double-clicking other on an event opens a new event for the day on which you clicked.

The event screen appears below:

The screenshot shows the 'Details' pane for an event. The banner at the top includes 'Save', 'Discard', 'Attach', 'Skype meeting', 'Charm', and 'Categorize'. The 'Details' pane (red outline) includes fields for 'Add a title for the event', 'Add a location or a room', 'Start' (Wed 2021-01-13, 9:00 AM), 'End' (Wed 2021-01-13, 9:30 AM), 'All day' and 'Private' checkboxes, 'Repeat' (Never), 'Save to calendar' (Calendar), 'Reminder' (30 minutes), 'Show as' (Busy), and a rich text editor. The 'People' pane (green outline) shows a 'Scheduling assistant' with an 'Add people' button and a list of attendees, including 'LeHouillier, Darrell EA' with a 'Free' status.

The banner (highlighted in purple, above) features several functions. From left to right, they are:

- Save: save the event;
- Discard: close the screen without saving the event;
- Attach: associate a computer file with the event;

- Skype meeting: arrange a Skype meeting during the event time (not recommended for members);
- Charm: designate a graphic to appear next to the event in the right-sided pane on the calendar;
- Categorize: assign the event to a category, either the default colour-based categories or new categories to be designated by the user;
- Pop-out Window: move the event screen to a separate browser window; and
- Close: close the event screen, which will prompt you to confirm that you wish to do so without saving, if you have entered any information but have not saved it.

Under the “Details” portion of the screen (highlighted in red, above), you may enter a title for the event and a location for it to occur. You will need to designate a start and end date, and may either designate a start and end time or make it an all-day event. You can mark the event as private, schedule it to repeat on a customized pattern, opt for a reminder (which will trigger notifications as described earlier), and select how you would like your availability to appear in your calendar during the event time (as free, working elsewhere, tentative, busy, or away). You can also write a note associated with the event. Lastly, you can provide Feedback to Microsoft about their program.

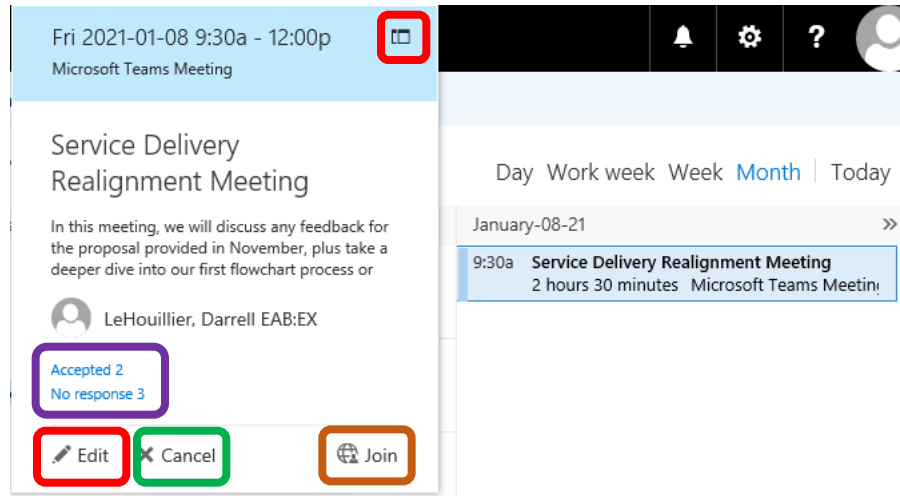
Under the “People” portion of the screen (highlighted in green, above), you may add others to the list of attendees for the event. A scheduling assistant is available to assist with scheduling others within government (not likely to assist members).

If you attempt to set an event in the past, the event page will feature a warning indicating as much.

Double clicking slowly on the calendar where there is no event opens a shorter dialogue box allowing an event to be created more quickly, without all the features above. This shorter dialogue box appears below:

It asks only for a title and location, as well either as a start time (highlighted in purple, above) and end time (highlighted in red, above) or an “All day” classification (highlighted in green, above). Once you have filled in the desired information, you can save the event (highlighted in yellow, above) or you can close that dialogue box by clicking elsewhere in the window or pressing the “Esc” key. You can also access the more detailed event page described above by clicking “More details” (highlighted in orange, above).

In the right-sided, events pane of the calendar, all events for the date selected in the calendar pane appear. Quickly double-clicking on the events pane will open the event screen (a new event if you double clicked where there was no event, or the existing event if you double clicked on an existing event). Slowly double clicking an existing event will bring up a dialogue box summarizing the event, as shown below:



The banner of the dialogue box provides the date and start and end times for the event. If it is an online meeting organized through Summer, the platform is indicated in the banner as well. In the main area of the dialogue box, the event name and notes appear, as well as your name. You can also click on anyone else invited to the event, sorted into groups that have accepted the invitation or not responded (highlighted in purple, above). You can go to the event screen for that event by pressing either the pop-out window button in the banner or the “Edit” button at the bottom of the dialogue box (both highlighted in red, above).

You can also cancel the event by pressing the “Cancel” button (highlighted in green, above). If you cancel the event, Summer will send any participants a cancellation notice, which Summer will ask if you wish to edit before sending.

Lastly, if the event has been designated as an online meeting through Summer, there is a button to “Join” the online meeting (highlighted in orange, above).

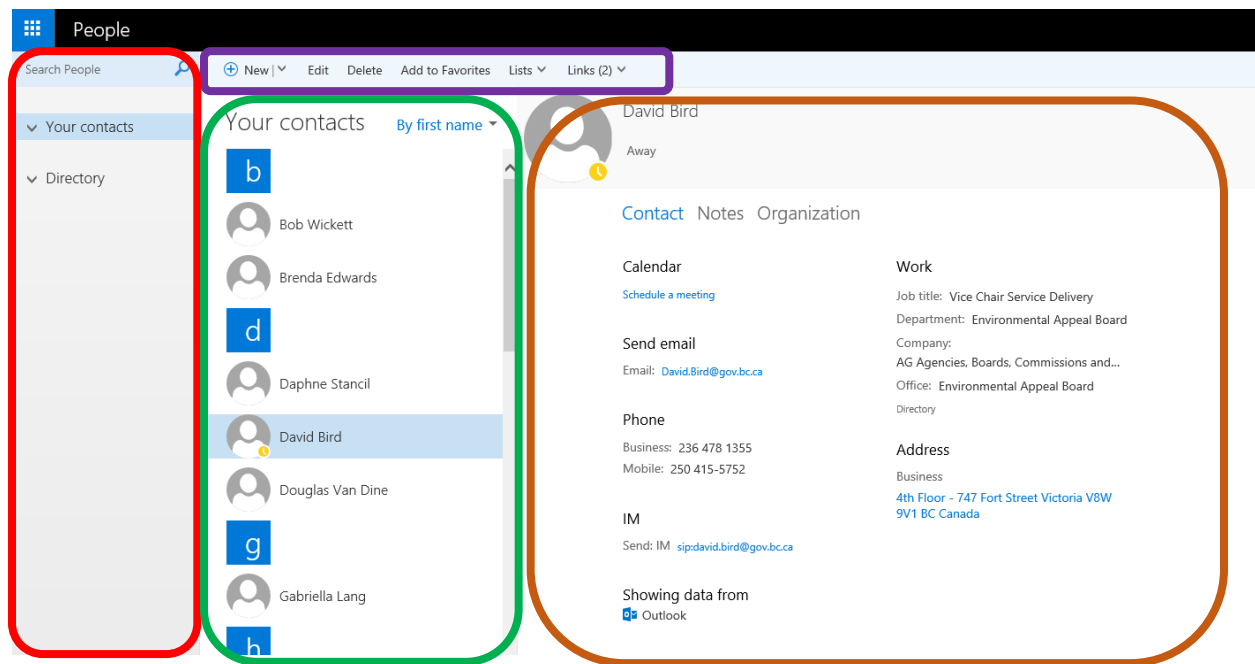
You can also access a range of functions by right clicking in the event pane. If you right click where there is no event, you are given the option to create a new event. If you right click on an existing event, you may be provided with the following options:

- Join online meeting: if a supported online meeting has been organized through a Summer event, you can join it here;
- Open: open the event screen;
- Reply: email the event creator;
- Reply all: email everyone scheduled to participate in the event;
- Forward: pass the event along to someone else via email;
- Charm: designate or clear an icon to associate with the event in the event pane;
- Show as: designate how your status will appear in your calendar during the event;

- Categorize: assign or clear a category, using either the default colour-coded categories or one customized by you;
- Cancel: cancel the event, with an option to edit the default cancellation message before it is sent.

## People

The People path is shown below. It contains a banner (highlighted in purple, below), a left-sided group selection pane (highlighted in red, below), a middle contact pane (highlighted in green, below), and a right-sided contact pane (highlighted in orange, below).



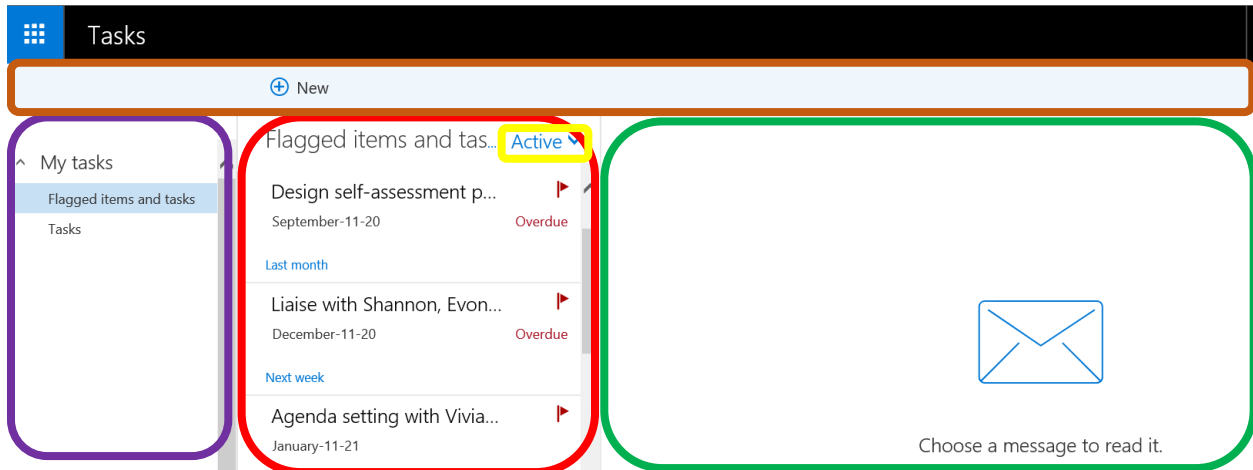
The left-sided group selection pane allows you to choose between your contacts and a government directory and to search for a specific name. The middle contact pane allows you to choose a specific entry in the contact list chosen in the left-sided pane, to filter your lists (people, email lists, or both) and to select how contacts will appear (first name or last name first), ordered (by first name, last name, company city, home city, or recency of addition). The details associated with that specific entry are then displayed in the right-sided contact pane.

The banner allows several functions:

- New: create a new contact or a new mailing list;
- Edit: edit the selected contact;
- Delete: delete the selected contact;
- Add to Favorites: add the contact selected to your "Favorites" list;
- Lists: add the selected contact to an existing mailing list or create a new mailing list;
- Links: see if there are multiple linked profiles used to populate the information in the contact pane.

## Tasks

The Tasks tool is comprised of a left-sided group selection pane (highlighted in purple, below), a middle item list (highlighted in red, below), and a right-sided detail pane (highlighted in green, below), plus a banner (highlighted in orange, below), as shown here:



The left-sided group selection pane allows you to select whether the middle pane will display user-generated tasks or flagged items (emails) plus tasks. The middle pane displays tasks. This display can be customized in several ways by pressing the pull-down menu accessible by clicking the blue font (highlighted in yellow, above):

- the list can be filtered to show all items, active items, overdue items, or completed items;
- the list can be ordered by due date, start date, status, subject, attachments, priority flag, or type; and
- the list can be sorted so that the oldest entries are on top or at the bottom.

The right-sided pane shows details about any task or flagged item selected in the middle pane and allows that task to be edited by clicking the “Edit” button.

The banner allows for the creation of a new task when no task or flagged item is selected in the middle pane. When a task or flagged item is selected, the banner also allows the task or flagged item to be deleted, sorted into a category as described previously in this guide, assigned a “Charm” as described previously in this guide, or marked “Complete”.

Creating a new task or editing an existing one opens the task screen, which looks like this:



Save

Attach

Charm ▾

Discard

Subject

Due  
None

Show more details

| **B** *I* U A<sup>A</sup> A<sup>▲</sup> A<sub>◆</sub> A<sub>■</sub> :≡ ≡: ≡← ←≡ ▾

In this screen, a task can be titled, given a due date, and given a description. A file can also be attached and an icon associated with the task can be designated using the “Charm” button. The task can be saved or discarded without saving.

By clicking “Show more details”, you can enter more information for the task. The following fields are added to the existing screen:

Start date		Date complete	
<div>None</div>		<div>None</div>	
Status		% complete	Priority
<div>Not started</div>		<div>0</div>	<div>Normal</div>
<input type="checkbox"/> Reminder		<input type="checkbox"/> Mark private	
<div>None</div>			
Repetition			
<div>Never</div>			
Total work		Actual work	
<div>0</div>	<div>hours</div>	<div>0</div>	<div>hours</div>
Mileage		Billing	
<div></div>		<div></div>	
Companies			
<div></div>			

This allows advanced task monitoring to be entered, including a start date, status, completion percentage, priority, and so on.

## MODIFICATION AGREEMENT

BETWEEN

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by  
ENVIRONMENTAL APPEAL BOARD  
(the "Province", "we", "us", or "our", as applicable)

AND

OLDENBURGER CONSULTING  
(the "Contractor" "you" or "your" as applicable)

### BACKGROUND

A. The parties entered into an agreement dated January 12, 2024, a copy of which is attached as Exhibit 1 (the "Agreement").

B. The parties have agreed to modify the Agreement.

### AGREEMENT

The parties agree as follows:

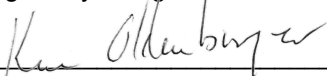
- (1) The term of the agreement is extended to end on March 31, 2025
- (2) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 4<sup>th</sup> day of April, 2024 on behalf of the Province by its duly authorized representative:

Signature 

Print Name Darrell Le Houillier

SIGNED AND DELIVERED on the 4<sup>th</sup> day of April, 2024 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature 

Print Name Ken Oldenburger

Ken

Oldenburger

Digitally signed by  
Ken Oldenburger

Date: 2024.04.12  
15:42:52 -07'00'

---

# GENERAL SERVICE AGREEMENT



## *For Administrative Purposes Only*

Ministry Contract No.: \_AT24EAB15FDA117\_  
Requisition No.: \_117\_  
Solicitation No.(if applicable):                       
Commodity Code:                     

### **Contractor Information**

Supplier Name: \_Oldenburger Consulting\_  
Supplier No.: \_ 183733 / 001\_  
Telephone No.: \_(250) 889-1992\_  
E-mail Address: \_koconsult@shaw.ca\_  
Website:                     

### **Financial Information**

Client: \_105\_  
Responsibility Centre: \_15FDA\_  
Service Line: \_10565\_  
STOB: \_6001\_  
Project: \_1500000\_

**Template version:** September 16, 2022  
**Corporate Contract Template issued by**  
**OCG under TB Directive 1/23**

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**SCHEDULE D – INSURANCE**

**SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

**SCHEDULE F – ADDITIONAL TERMS**

**SCHEDULE G – SECURITY SCHEDULE**

**SCHEDULE H – TAX VERIFICATION**

THIS AGREEMENT is dated for reference the 4<sup>th</sup> day of January, 2024.

BETWEEN:

@OLDENBURGER CONSULTING (the "Contractor") with the following specified address and fax number:  
@870 OLD ESQUIMALT ROAD, VICTORIA BC  
@V9A 4X2

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the ENVIRONMENTAL APPEAL BOARD (the "Province") with the following specified address and fax number:  
@4<sup>TH</sup> FL., 747 FORT STREET, VICTORIA BC  
@V8W 3E9  
@(250) 356-9923

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

## 1 DEFINITIONS

### General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

### Meaning of "record"

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

## 2 SERVICES

### Provision of services

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



## Term

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

## Supply of various items

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

## Standard of care

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

## Standards in relation to persons performing Services

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

## Instructions by Province

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

## Confirmation of non-written instructions

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

## Effectiveness of non-written instructions

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

## Applicable laws and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

## **3 PAYMENT**

### Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
  - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and

- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

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

#### Statements of accounts

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

#### Withholding of amounts

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

#### Appropriation

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

#### Currency

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

#### Non-resident income tax

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

#### Prohibition against committing money

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

#### Refunds of taxes

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

## **4 REPRESENTATIONS AND WARRANTIES**

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

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

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

### **Privacy**

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

### **Security**

5.2 The Contractor must:

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

### **Confidentiality**

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

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

## Public announcements

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

## Restrictions on promotion

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

## 6 MATERIAL AND INTELLECTUAL PROPERTY

### Access to Material

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

### Ownership and delivery of Material

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

### Matters respecting intellectual property

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

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

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

### Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to 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 6.4(a).

## 7 RECORDS AND REPORTS

### Work reporting

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

### Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the

Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

## **8 AUDIT**

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

## **9 INDEMNITY AND INSURANCE**

### Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any 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 Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
  - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

### Insurance

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

### Workers compensation

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

### Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
  - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

### Evidence of coverage

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

## **10 FORCE MAJEURE**

### Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:

- (i) a natural disaster, fire, flood, storm, epidemic or power failure,
- (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
- (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
- (iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

#### Consequence of Event of Force Majeure

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

#### Duties of Affected Party

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

### 11 DEFAULT AND TERMINATION

#### Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

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

#### Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
  - (a) by written notice to the Contractor, require that the Event of Default be remedied within a time

- period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

#### Delay not a waiver

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

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

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

#### Payment consequences of termination

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

#### Discharge of liability

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

#### Notice in relation to Events of Default

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

## **12 DISPUTE RESOLUTION**

#### Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; 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 determined by arbitration under the *Arbitration Act* and:
    - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;

- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

#### Location of arbitration or mediation

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

#### Costs of mediation or arbitration

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

### 13 MISCELLANEOUS

#### Delivery of notices

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

#### Change of address or fax number

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

#### Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.



## Subcontracting

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

## Waiver

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

## Modifications

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

## Entire agreement

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

## Survival of certain provisions

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

## Schedules

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

## Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
  - (b) an agent of the Province except as may be expressly provided for in this Agreement.

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

## Personnel not to be employees of Province

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

#### Key Personnel

- 13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

#### Pertinent information

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

#### Conflict of interest

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

#### Time

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

#### Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
  - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

#### Agreement not permit nor fetter

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

#### Remainder not affected by invalidity

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

#### Further assurances

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

#### Additional terms

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

## Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

## Governing law

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

## 14 INTERPRETATION

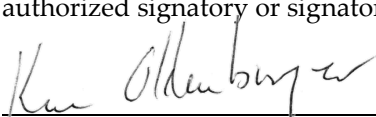

14.1 In this Agreement:

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

## 15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the 12<sup>TH</sup> day of JANUARY, 2024 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> Signature(s) <b>Ken</b> Digitally signed by Ken Ken Oldenburger Oldenburger Print Name(s) <b>ger</b> Date: 2024.01.12 11:53:18 -08'00' Owner/Consultant Print Title(s)</p>	<p>SIGNED on the 12<sup>TH</sup> day of JANUARY, 2024 on behalf of the Province by its duly authorized representative:</p> <p> Signature <b>DARRELL LE HOUILLIER</b> Print Name <b>CHAIR</b> Print Title</p>
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## **Schedule A – Services**

### **PART 1. TERM:**

1. The term of this Agreement commences on January 12, 2024 and ends on March 31, 2024.

### **PART 2. SERVICES:**

To develop an Operational Records Classification System (ORCS) schedule under the Information Management Act (IMA) (BC 2015 c. 27), for seven tribunals under the Environmental Appeal Board Appeal Tribunal cluster. The seven tribunals include the Environmental Appeal Board (EAB), Forest Appeal Commission (FAC), Energy Resource Appeal Tribunal (ERAT), Skilled Trades BC Appeal Board (STBCAB), Community Care and Assisted Living Appeal Board (CCLALAB), Hospital Appeal Board (HAB), and the Financial Services Tribunal (FST).

### **PART 3. RELATED DOCUMENTATION:**

Not applicable.

### **PART 4. KEY PERSONNEL:**

1. The Key Personnel of the Contractor are as follows:
  - (a) Ken Oldenburger  
Ph.: (250) 889-1992  
Email: koconsult@shaw.ca
2. The Key Personnel for the Environmental Appeal Board:
  - (b) Vivia DeWolfe  
Director, Finance and Operations  
Ph.: (778) 974-4950  
Email: vivia.dewolfe@gov.bc.ca

## Schedule B – Fees and Expenses

### **1. MAXIMUM AMOUNT PAYABLE:**

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$21,000.00 plus GST is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### **2. FEES:**

#### **Hourly Rate**

**Fees:** at a rate of \$175.00 per hour for those hours during the Term when the Contractor provides the Services.

### **3. EXPENSES:**

#### **Expenses:**

None.

### **4. STATEMENTS OF ACCOUNT:**

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

### **5. PAYMENTS DUE:**

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

**Schedule C – Approved Subcontractor(s)**

Not applicable.

## **Schedule D – Insurance**

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

## Schedule E – Privacy Protection Schedule

### Definitions

1. In this Schedule,
  - (a) “**Act**” means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
  - (b) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (c) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;
  - (d) “**privacy course**” means the Province’s online privacy and information sharing training course or another course approved by the Province; and
  - (e) “**public body**” means “public body” as defined in the Act;
  - (f) “**third party request for disclosure**” means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
  - (g) “**service provider**” means a person retained under a contract to perform services for a public body; and
  - (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

### Purpose

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

### Acknowledgements

3. The Contractor acknowledges and agrees that
  - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;



- (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
- (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

### **Collection of Personal Information**

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
  - (a) the Province provides personal information to the Contractor;
  - (b) the Agreement otherwise specifies; or
  - (c) the Province otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

### **Privacy Training**

- 7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
- 8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

### **Accuracy of Personal Information**

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

### **Requests for Access to Information**

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

the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

### **Correction of Personal Information**

11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.
13. Within 5 Business Days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Province, the Contractor disclosed the information being corrected or annotated.
14. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

### **Protection of Personal Information**

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

### **Storage of and Access to Personal Information**

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

### **Retention of Personal Information**

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

### **Use of Personal Information**

20. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that

use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

## **Metadata**

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
- (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
  - (b) remove or destroy individual identifiers, if practicable.

## **Disclosure of Personal Information**

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
- (a) receives a third-party request for disclosure;
  - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,
- subject to section 24, the Contractor must immediately notify the Province.
24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
- (a) use its best efforts to direct the party making the third-party request to the Province;
  - (b) provide the Province with reasonable assistance to contest the third-party request; and
  - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
    - (i) the control of personal information by the Province as a public body under the Act;
    - (ii) the application of the Act to the Contractor as a service provider to the Province;
    - (iii) the conflict between the Act and the third-party request; and
    - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

## **Notice of Unauthorized Disclosure**

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

### **Compliance with the Act and Directions**

26. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
  - (b) any direction given by the Province under this Schedule.
27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

### **Notice of Non-Compliance**

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

### **Termination of Agreement**

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

### **Interpretation**

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

