

## APPENDIX 1 – Statement of Work

# Deloitte.

Deloitte & Touche LLP  
2800 - 1055 Dunsmuir Street  
4 Bentall Centre  
P.O. Box 48279  
Vancouver BC V7X 1P4  
Canada

Tel: 604-640-3255  
Fax:  
www.deloitte.ca

September 6, 2012

**Private and confidential**

Mr. Manjit Sidhu  
Assistant Deputy Minister  
Financial and Corporate Services  
Ministry of Health  
1515 Blanshard St  
Victoria, BC V8W 3C8

### Re: Statement of Work: Data Security Review

Dear Mr. Sidhu,

We have been requested by the Ministry of Health ("the Ministry") to conduct a Data Security Review of the internal controls and systems related to health information (to be further specified) that is managed by the Ministry and often required by external agencies. This letter outlines the scope and objectives of this review and outlines an approach for the Planning and Scoping Phase.

### Objectives and Approach

The Ministry is seeking a Data Security Review to assist in evaluating the internal controls relating to the protection of health information (and more specifically the appropriate sharing of health information) and to provide options for remediation in the shorter and longer term.

We understand that this review is in response to an incident involving the potentially inappropriate sharing of Ministry data. The details of this incident will be discussed with the Deloitte project team upon commencement of this engagement.

We recognize there is a sense of urgency to understand and address the issues related to this incident, as well as the broader control environment. We also appreciate the importance of a thorough understanding of the internal control environment as well as remediation options available to address any control weaknesses. As such, we have outlined an approach that will support a systematic and complete assessment of the relevant internal controls and provide an analysis of short term and long term remediation options.

### Phase I: Planning and Scoping

#### Activities:

- a. Confirm Objectives of Review
- b. Understand incident and known root causes
- c. Understand current information systems environment
- d. Understand security control environment

- e. Understand existing remediation plans
- f. Prepare detailed workplan

Deliverables:

Detailed Workplan

The detailed workplan will define the exact scope, timing and approach for performing the security review.

Phase 2: Detailed security assessment

Perform a detailed assessment of security and related internal controls and identify any gaps. This phase will likely leverage industry frameworks such as ISO27002. The review will focus on areas determined be in scope in Phase 1.

Phase 3: Options Analysis

Identify short term remediation options to enable "appropriately controlled" information sharing and medium to longer term options to improve controls related to the sharing of health-related information.

Phase 2 and 3 will be further detailed upon completion of phase 1.

Project checkpoints – we will build in project checkpoints to ensure we are communicating status and interim observations on a regular basis. At this point we anticipate verbal touchpoints every other day and a more formal status review weekly.

Team

We understand that this initiative is a very high priority for the Ministry and we have assembled a team with direct experience with similar incidents and engagements to assist you. Recognizing that we will adjust the team as we learn more about the nature of the incident and associated root causes, the following individuals will be available as required to support this Planning and Scoping phase.

**Tejinder Basi** – Tejinder leads our Enterprise Risk Services group in British Columbia and has worked extensively with numerous Ministries and Crown Corporations on issues related to data security, privacy, risk management and internal control. He has led several similar engagements and will be the Lead Engagement Partner for this project. In this capacity, Tejinder will oversee the delivery of the project, provide guidance and input to you and the team and will act as the primary point of escalation and communication regarding issues and risks.

**Jamie Sawchuk** – Jamie is a Partner in our Victoria office and is Deloitte's Lead Client Service Partner for the British Columbia Government and the broader BC public sector. . . Jamie has worked with health care and public sector clients across Canada on many sensitive and high profile issues. He will act as Advisory Partner on this engagement.

- **Jamie Ross** – Jamie is a Senior Manager who leads much of our work with the BC Public Sector. He has been involved in numerous risk and control reviews within BC Ministries and has also led similar projects in response to security and/or privacy breaches. Jamie will be the Project Manager and act as the day-to-day point of contact on the project.

**Tarlok Birdi** – Tarlok is a Senior Manager who focuses on IT and risk as it relates to security, information management, logging and monitoring and data loss prevention. He will provide input regarding technical aspects of the root cause(s) analysis and regarding the identification and evaluation of technical remediation options where appropriate.

**Don Macpherson** – Don is a Partner who leads our Information Privacy practice in Western Canada. He has been involved in numerous similar projects relating to data protection and incident response for public and private sector clients across Canada (including British Columbia), and will provide input regarding approach, findings and options for remediation.

**Fees**

Based on our current understanding, fees for the activities outlined above we estimate our fees for Phase 1 Scoping and Planning are estimated not to exceed \$75,000. We will invoice based on actual hours and expenses incurred and provide regular status updates regarding progress and budget. Any issues or risks that could impact our effort estimate will be discussed with you prior to incurring any additional fees.

Tejinder Basi  
Partner  
Deloitte & Touche LLP

# Deloitte.

# COPY

Deloitte & Touche LLP  
2800 - 1055 Dunsmuir Street  
4 Bentall Centre  
P.O. Box 49279  
Vancouver BC V7X 1P4  
Canada

Tel: 604 669 4466  
Fax: 604 699 8197  
www.deloitte.ca

Attn: Ms. Sandra Carroll  
Office of the Chief Operating Officer  
Ministry of Health  
5-3, 1515 Blanshard Street  
Victoria, BC V8W 3C8

## Invoice

Date: <b>October 19, 2012</b>		
Invoice No: <b>3183848</b>		
Crest Mandate No: <b>305180 #1000416</b>	Location (Site) #	
Partner: <b>D. Bosch</b>		
<b>Oct 19, 12</b>	HST Registration No: <b>133245290</b>	Total \$ Amt of Invoice
Invoice #	Resp # <b>66080</b>	Service Line <b>44225</b>
STOB <b>6001</b>	Project # <b>6600000</b>	Requisition #
Line 1 \$ Amount	Line 2 \$ Amount	PO, MSO or Contract #
<b>\$84,000.00</b>		

Interim invoice for professional services rendered in connection with Ministry  
Contract #2013-096 (Data Security Review - Phase 1: Scoping & Planning):

Activities included:

- Confirm objectives of review
- Understand issues and known root causes
- Understand current information systems environment
- Understand security control environment
- Understand existing remediation plans
- Prepare detailed workplan

QR Signature  
CERTIFIED THAT THE WORK HAS BEEN PERFORMED, GOODS  
RECEIVED OR CONDITIONS MET

QR Print

EA Print

Sent to Accounts

\$75,000.00

\$75,000.00

Expenses (to be billed separately)

HST @ 12% 9,000.00

Amount payable \$84,000.00

Payable upon receipt to: Deloitte & Touche LLP  
Please return one copy with remittance

email to: [Linda.Charlton@gov.bc.ca](mailto:Linda.Charlton@gov.bc.ca)

s.21

\*Please reference the above invoice number on all payments.  
Email remittance advice notice to: [rejuan@deloitte.ca](mailto:rejuan@deloitte.ca)



**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health (the "Province") with the following specified address and fax number:  
5-3, 1515 Blanshard Street  
Victoria, BC V8W 3C8  
250 952-1909

**AND:**

DELOITTE & TOUCHE LLP (the "Contractor") with the following specified address and fax number:  
2800 - 1055 Dunsmuir Street  
Vancouver, BC V7X 1P4  
778 374-0506

**BACKGROUND**

- A. The parties entered into an agreement dated for reference September 10, 2012, 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. That the Maximum Amount section of Schedule B of the Agreement is increased by \$75,000.00 from \$75,000.00 to \$150,000.00.
2. That Schedule A, Services be amended to add the following deliverables:

Phase 1: Planning and Scoping

Activities:

- g. Establish a project coordination office to support the review, coordination, alignment, monitoring and status reporting for urgent, short-term enhancement projects.
- h. In preparation for phase 2, coordinate development of a detailed inventory of systems that are in scope for phase 2.

3. That Schedule A, Part 4. be amended as follows:

**PART 4. KEY PERSONNEL:**

1. The Key Personnel of the Contractor are as follows:

- (a) Tejinder Basi, Partner
- (b) Jamie Sawchuk, Partner
- (c) Jamie Ross, Senior Manager
- (d) Tarlok Birdi, Senior Manager
- (e) Alvin Madar, Senior Manager
- (f) Jameel Ahamed, Senior Manager
- (g) Don Macpherson, Partner
- (h) Manager – Rob Witcher
- (i) Alessandra Bresani, Senior Consultant
- (j) Santhosh Sarkan, Senior Consultant
- (k) Golnaz Elahi, Consultant

2. Any change to the key personal provided by the Contractor will require the prior written approval of the Province and can be in the form of an email.


4. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 8<sup>th</sup> day of November, 2012 on behalf of the Province by its duly authorized representative:

Signature 

Print Name LINDSAY KISLOCK

SIGNED AND DELIVERED on the 6 day of November, 2012 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature 

Print Name TEJINDER BASI



**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health (the "Province") with the following specified address and fax number:  
5-3, 1515 Blanshard Street  
Victoria, BC V8W 3C8  
250 952-1909

**AND:**

DELOITTE & TOUCHE LLP (the "Contractor") with the following specified address and fax number:  
2800 - 1055 Dunsmuir Street  
Vancouver, BC V7X 1P4  
778 374-0506

**BACKGROUND**

- A. The parties entered into an agreement dated for reference September 10, 2012, and subsequently modified on November 8, 2012, 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. That Schedule A, Term currently expires December 31, 2012 and is now extended from January 1, 2013 to January 30, 2013.

That Schedule A, Services be amended as follows:

Phase 2 and Phase 3 are deleted and replace with:

**Phase 2: Detailed Security Assessment and Options**

This phase, based on the planning work completed in Phase 1, is comprised of four streams of activity:

**Stream 0 - Enhancement Project Coordination and Reporting**

Support the review, coordination, alignment, monitoring and status reporting for urgent, short-term enhancement projects.

Key activities for this stream include:

- Establish coordination office and processes
- Prepare an inventory of existing and planned initiatives, with a consistent summary of objectives, approach, timelines, resources and risks
- Support initial prioritization and coordination of enhancement project activities
- Support weekly Team Leads meetings



- Once project information is provided from MOH Team Leads, coordinate regular reporting on overall status of enhancement projects
- Transition project tracking tools to MOH

#### **Stream 1 – Assessment**

The purpose of this stream is to conduct an assessment focused on information sharing within the Ministry and between the Ministry and key stakeholders. The assessment will be based on a framework comprised of relevant components of industry-standard frameworks (GAPP, ISO27002, NIST, etc.).

Key activities for the period covered by this Change Request include:

- Prepare rationalized assessment framework
- Document key information-sharing channels and stakeholders
- Plan and initiate interviews and workshops
- Plan and initiate technical testing activities in select areas
- Document results

#### **Stream 2 – High-level Enhancement Roadmap**

This Stream will involve the development of an enhancement roadmap for key medium-long term activities to address the observations identified during the assessment (Stream 1). These Initiatives will be linked to observations from Stream 1, and the roadmap will identify linkages, dependencies and relative timing for key initiatives under five main categories (business alignment, organization, principles, practices and technology).

Key activities for the period covered by this Change Request include:

- Confirm format and structure of Roadmap
- Identify and document short-, medium- and long-term enhancement opportunities associated with recommendations
- For key enhancement initiatives, conduct workshops with relevant MOH stakeholders to identify, confirm and document next steps
- Prepare final roadmap report

#### **Stream 3 – Support for Short-, Medium- and Long-Term Enhancements**

This Stream will focus on priority, short-term enhancement activities. This will include those activities that are currently underway within the Ministry as well as urgent enhancement activities identified during the assessment process. These activities will be driven primarily by the Ministry, with support provided by Deloitte on an as-requested basis.

Key activities for the period covered by this Change Request include:

- Support in-progress enhancement activities as requested.





2. Schedule "B", Fees and Expenses be amended as follows:

a) That the Maximum Amount section of Schedule B of the Agreement is increased by \$461,000.00 from \$150,000 to \$611,000.

a. Hourly rate - Effective October 22, 2012 the hourly rates are:

Level	Rate (\$)
Partner	
Senior Manager	
Manager	
Senior Consultant	s.21
Consultant	

3. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 20 day of Dec, 2012 on behalf of the Province by its duly authorized representative:

Signature [Signature]

Print Name J CARROLL

SIGNED AND DELIVERED on the 9<sup>th</sup> day of January, 2013 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature [Signature]

Print Name TEJINDER BASI



**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health (the "Province") with the following specified address and fax number:  
5-3, 1515 Blanshard Street  
Victoria, BC V8W 3C8  
250 952-1909

**AND:**

DELOITTE & TOUCHE LLP (the "Contractor") with the following specified address and fax number:  
2800 – 1055 Dunsmuir Street  
Vancouver, BC V7X 1P4  
778 374-0506

**BACKGROUND**

- A. The parties entered into an agreement dated for reference 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. That Schedule A, Services be amended as follows:**

Phase 2 and Phase 3 are deleted and replace with:

**Phase 2: Detailed Security Assessment and Options**

This phase, based on the planning work completed in Phase 1, is comprised of four streams of activity:

**Stream 0 – Enhancement Project Coordination and Reporting**

Support the review, coordination, alignment, monitoring and status reporting for urgent, short-term enhancement projects.

Key activities for this stream include:

- Establish coordination office and processes
- Prepare an inventory of existing and planned initiatives, with a consistent summary of objectives, approach, timelines, resources and risks
- Support initial prioritization and coordination of enhancement project activities
- Support weekly Team Leads meetings

- Once project information is provided from MOH Team Leads, coordinate regular reporting on overall status of enhancement projects
- Transition project tracking tools to MOH

### **Stream 1 – Assessment**

The purpose of this stream is to conduct an assessment focused on information sharing within the Ministry and between the Ministry and key stakeholders. The assessment will be based on a framework comprised of relevant components of industry-standard frameworks (GAPP, ISO27002, NIST, etc.).

Key activities for the period covered by this Change Request include:

- Prepare rationalized assessment framework
- Document key information-sharing channels and stakeholders
- Plan and initiate interviews and workshops
- Plan and initiate technical testing activities in select areas
- Document results

### **Stream 2 – High-level Enhancement Roadmap**

This Stream will involve the development of an enhancement roadmap for key medium-long term activities to address the observations identified during the assessment (Stream 1). These initiatives will be linked to observations from Stream 1, and the roadmap will identify linkages, dependencies and relative timing for key initiatives under five main categories (business alignment, organization, principles, practices and technology).

Key activities for the period covered by this Change Request include:

- Confirm format and structure of Roadmap
- Identify and document short-, medium- and long-term enhancement opportunities associated with recommendations
- For key enhancement initiatives, conduct workshops with relevant MOH stakeholders to identify, confirm and document next steps
- Prepare final roadmap report

### **Stream 3 – Support for Short-, Medium- and Long-Term Enhancements**

This Stream will focus on priority, short-term enhancement activities. This will include those activities that are currently underway within the Ministry as well as urgent enhancement activities identified during the assessment process. These activities will be driven primarily by the Ministry, with support provided by Deloitte on an as-requested basis.

Key activities for the period covered by this Change Request include:

- Support in-progress enhancement activities as requested.



2. Schedule "B", Fees and Expenses be amended as follows:

- a) That the Maximum Amount section of Schedule B of the Agreement is increased by \$461,000.00 from \$150,000 to \$611,000.

- a. Hourly rate - Effective October 22, 2012 the hourly rates are:

Level	Rate (\$)
Partner	
Senior Manager	
Manager	s.21
Senior Consultant	
Consultant	

3. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 20 day of Dec, 2012 on behalf of the Province by its duly authorized representative:

Signature [Signature]

Print Name J CARROLL

SIGNED AND DELIVERED on the 9<sup>th</sup> day of January, 2013 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature [Signature]

Print Name TEJINDER BASI



**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health (the "Province") with the following specified address:  
5-3, 1515 Blanshard Street  
Victoria, BC V8W 3C8  
250-952-1909

**AND:**

Deloitte & Touche LLP (the "Contractor") with the following specified address and fax number:  
2800 – 1055 Dunsmuir Street  
Vancouver, BC V7X 1P4  
778-374-0506

**BACKGROUND**

- A. The parties entered into an agreement dated for reference September 10, 2012, and subsequently modified on November 8, 2012 and January 9, 2013, 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. That Schedule "A" Term currently expires January 31, 2013 and is now extended to February 14, 2013 for completion. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ on behalf of the Province by its duly authorized representative:

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

SIGNED AND DELIVERED on the 1 day of Feb, 2013 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature [Signature] pp Tejinder Basi

Print Name Devrét Bosch



**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health (the "Province") with the following specified address:  
6-3, 1515 Blanshard Street  
Victoria, BC V8W 3C8  
250-952-1909

**AND:**

Deloitte & Touche LLP (the "Contractor") with the following specified address and fax number:  
2800 - 1055 Dunsmuir Street  
Vancouver, BC V7X 1P4  
778-374-0506

**BACKGROUND**

- A. The parties entered into an agreement dated for reference September 10, 2012, and subsequently modified on November 8, 2012 and January 9, 2013, 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. That Schedule "A" Term currently expires January 31, 2013 and is now extended to February 14, 2013 for completion. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 1 day of FEB, 2013 on behalf of the Province by its duly authorized representative:

Signature [Signature]

Print Name K. MORAN

SIGNED AND DELIVERED on the 1 day of Feb, 2013 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature [Signature] PP Tejinder Basi

Print Name Devrét Bosch



**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health (the "Province") with the following specified address:  
5-3, 1515 Blanshard Street  
Victoria, BC V8W 3C8  
250-952-1909

**AND:**

Deloitte & Touche LLP (the "Contractor") with the following specified address and fax number:  
2800 - 1055 Dunsmuir Street  
Vancouver, BC V7X 1P4  
778-374-0506

**BACKGROUND**

- A. The parties entered into an agreement dated for reference September 10, 2012, and subsequently modified on November 8, 2012 and January 9, 2013, 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. That Schedule "A" Term currently expires January 31, 2013 and is now extended to February 14, 2013 for completion. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 1 day of FEB, 2013 on behalf of the Province by its duly authorized representative:

Signature [Signature]

Print Name K. MORAN

SIGNED AND DELIVERED on the 1 day of Feb, 2013 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature [Signature] pp Tejinder Basi

Print Name Devret Bosch



**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health (the "Province") with the following specified address:  
5-3, 1515 Blanshard Street  
Victoria, BC V8W 3C8  
250-952-1909

**AND:**

Deloitte & Touche LLP (the "Contractor") with the following specified address and fax number:  
2800 - 1055 Dunsmuir Street  
Vancouver, BC V7X 1P4  
778-374-0506

**BACKGROUND**

- A. The parties entered into an agreement dated for reference September 10, 2012, and subsequently modified on November 8, 2012, January 9, 2013 and February 1, 2013, 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. That Schedule "A" Term currently expires February 14, 2013 and is now extended to March 31, 2013.
2. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 1<sup>st</sup> day of March, 2013 on behalf of the Province by its duly authorized representative:

Signature [Signature]

Print Name [Signature]

SIGNED AND DELIVERED on the 1<sup>st</sup> day of MARCH, 2013 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature [Signature]

Print Name Tejinder Basi



## Rafter, Brenda HLTH:EX

**From:** Ross, Jamie (CA - British Columbia) [jaross@deloitte.ca]  
**Sent:** Thursday, September 6, 2012 4:22 PM  
**To:** Rafter, Brenda HLTH:EX  
**Cc:** XT:Basi, Tejinder LCS:IN; Sawchuk, Jamie (CA - British Columbia)  
**Subject:** RE: Independent Review - Statement of Work

Hi Brenda,

Thanks for your patience – rates for the people named in the SOW are below. I've provided these rates by "level", and listed the names from the SOW where they have been defined. Other individuals (at other levels) may be engaged as appropriate, so we've included their rates as well.

Partner (Tejinder Basi, Jamie Sawchuk, Don Macpherson) :

Senior Manager (Jamie Ross, Tarlok Birdi) :

s.21

Manager (TBD):

Senior Consultant (TBD):

Consultant (TBD):

Also, as discussed, reasonable expenses will be billed as incurred (at cost). If you have any questions or need any further information, please don't hesitate to contact me (contact information in original email signature below).

Regards,  
Jamje.

---

**From:** Rafter, Brenda HLTH:EX [mailto:Brenda.Rafter@gov.bc.ca]  
**Sent:** Thursday, September 06, 2012 11:35 AM  
**To:** Ross, Jamie (CA - British Columbia)  
**Subject:** FW: Independent Review - Statement of Work  
**Importance:** High

Hi Jamie,

I am working with Manjit on putting the contract together. I need to know the hourly or daily rate (include hours per day) for the listed individuals. Also, how Deloitte will be invoicing for the expenses, I need to know the schedule.

Thanks

Brenda Rafter

Budget Manager, Accounting Operations

Tel: (250) 952-1680 Cell: s.17

Fax: (250) 952-1690

email address: [brenda.rafter@gov.bc.ca](mailto:brenda.rafter@gov.bc.ca)

TEAMWORK CURIOSITY PASSION SERVICE COURAGE ACCOUNTABILITY

I N T E G R I T Y

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**From:** Sidhu, Manjit HLTH:EX  
**Sent:** Thursday, September 6, 2012 10:37 AM  
**To:** Rafter, Brenda HLTH:EX; Boomer, Ted HLTH:EX  
**Subject:** Fwd: Independent Review - Statement of Work

Sent from my iPad

Begin forwarded message:

**From:** "Ross, Jamie (CA - British Columbia)" <[jaross@deloitte.ca](mailto:jaross@deloitte.ca)>  
**Date:** 6 September, 2012 10:21:14 AM PDT  
**To:** "Sidhu, Manjit HLTH:EX" <[Manjit.Sidhu@gov.bc.ca](mailto:Manjit.Sidhu@gov.bc.ca)>  
**Cc:** "XT:Basi, Tejinder LCS:IN" <[tbasi@deloitte.ca](mailto:tbasi@deloitte.ca)>, "Sawchuk, Jamie (CA - British Columbia)" <[JSawchuk@deloitte.ca](mailto:JSawchuk@deloitte.ca)>  
**Subject:** Independent Review - Statement of Work

Hi Manjit,

I am working with Tejinder on the independent review and we have just had an opportunity to walk through the attached statement of work with Sandra Carroll. It was agreed that the attached was in line with the Ministry's requirements. Sandra requested that we forward this to you for your review and to incorporate into a contract.

If you have any questions or comments regarding the attached, please don't hesitate to contact me or Tejinder.

Regards,  
Jamie.

**Jamie Ross**  
Senior Manager | Enterprise Risk Services  
Deloitte  
2800 - 1055 Dunsmuir Street, Vancouver BC, V7X 1P4  
Tel/Direct 604-640-3294 | Fax 778-374-0506 | Mobile s.22  
[jaross@deloitte.ca](mailto:jaross@deloitte.ca) | [www.deloitte.ca](http://www.deloitte.ca)  
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Deloitte is proud to be an Official Supplier  
of the Canadian Olympic team



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Information confidentielle: Le présent message, ainsi que tout fichier qui y est joint, est envoyé à l'intention exclusive de son ou de ses destinataires; il est de nature confidentielle et peut constituer une information privilégiée. Nous avertissons toute personne autre que le destinataire prévu que tout examen, réacheminement, impression, copie, distribution ou autre utilisation de ce message et de tout fichier qui y est joint est strictement interdit. Si vous n'êtes pas le destinataire prévu, veuillez en aviser immédiatement l'expéditeur par retour de courriel et supprimer ce message et tout document joint de votre système. Merci.

---

Confidentiality Warning: This message and any attachments are intended only for the use of the intended recipient(s), are confidential, and may be privileged. If you are not the intended recipient, you are hereby notified that any review, retransmission, conversion to hard copy, copying, circulation or other use of this message and any attachments is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, and delete this message and any attachments from your system.

Information confidentielle: Le présent message, ainsi que tout fichier qui y est joint, est envoyé à l'intention exclusive de son ou de ses destinataires; il est de nature confidentielle et peut constituer une information privilégiée. Nous avertissons toute personne autre que le destinataire prévu que tout examen, réacheminement, impression, copie, distribution ou autre utilisation de ce message et de tout fichier qui y est joint est strictement interdit. Si vous n'êtes pas le destinataire prévu, veuillez en aviser immédiatement l'expéditeur par retour de courriel et supprimer ce message et tout document joint de votre système. Merci.

**Rafter, Brenda HLTH:EX**

---

**From:** Sidhu, Manjit HLTH:EX  
**Sent:** Monday, September 10, 2012 9:45 AM  
**To:** Rafter, Brenda HLTH:EX; Boomer, Ted HLTH:EX  
**Subject:** Fw: Rates

Can you go ahead and prepare the contract based on these rates. Thx.

---

**From:** Sidhu, Manjit HLTH:EX  
**Sent:** Friday, September 07, 2012 03:53 PM  
**To:** Carroll, Sandra HLTH:EX  
**Cc:** Rafter, Brenda HLTH:EX  
**Subject:** FW: Rates

Here are their revised rates...they have made reductions but they are still above the 2011 rates. Do you want me to keep pushing or go with these?

---

**From:** Basi, Tejinder (CA - British Columbia) [<mailto:tbasi@deloitte.ca>]  
**Sent:** Friday, September 7, 2012 3:51 PM  
**To:** Sidhu, Manjit HLTH:EX  
**Cc:** Ross, Jamie (CA - British Columbia); XT:Basi, Tejinder LCS:IN  
**Subject:** FW: Rates

Hi Manjit,

Sorry this took some time to process internally, but here are the revised rates. I would like to mention that these are lower than other similar projects we have done across the public sector, however if you would like to discuss further I would be happy to do so.

Role	Proposed 2012 Rate	Revised 2012 rate
Partner		
Senior Manager		
Manager		s.21
Senior Consultant		
Consultant		

Please call me on 604-318-3680 if you would like to discuss.

Regards,

Tejinder

---

**From:** Basi, Tejinder (CA - British Columbia)  
**Sent:** Friday, September 07, 2012 2:08 PM  
**To:** Ross, Jamie (CA - British Columbia)  
**Subject:** FW: Rates

**From:** Sidhu, Manjit HLTH:EX [mailto:Manjit.Sidhu@gov.bc.ca]  
**Sent:** Friday, September 07, 2012 1:13 PM  
**To:** Basi, Tejinder (CA - British Columbia)  
**Subject:** Rates

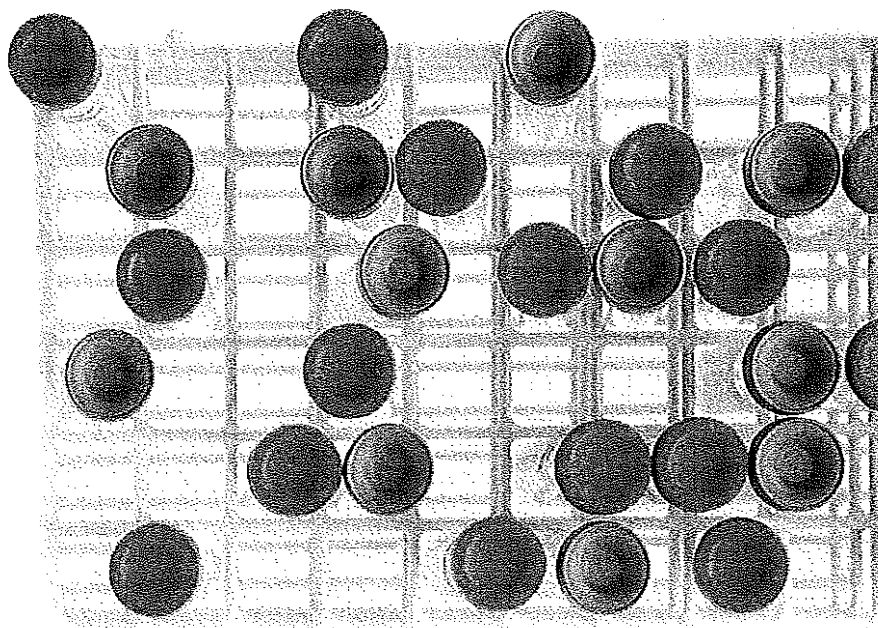
Role	2012 Rate	2011 Rate	% Increase
Partner			
Senior Manager			
Manager			
Senior Consultant		s.21	
Consultant			
Subject Matter Expert			

Manjit Sidhu, C.A.  
Assistant Deputy Minister  
Financial and Corporate Services  
Ministry of Health



# Ministry of Health

## Security enhancement roadmap



June 25, 2013

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# Enhancement roadmap overview

## Introduction

In May, 2012 the Ministry of Health (MoH or the Ministry) initiated an investigation related to contracting irregularities and inappropriate research grant processes. One component of this investigation involved reviewing data management practices of ministry employees, researchers and contractors. The investigation is still underway.

In September, 2012 the Ministry engaged Deloitte to support it in developing a roadmap to enhance data management practices, specifically with respect to security and privacy. This work was conducted independent of any investigation the Ministry may have been carrying out. This work did not constitute an audit or assessment. Rather, the purpose of this project was to highlight opportunities for improvement with respect to data management across the Ministry, with a focus on the security and privacy of health information, and to build these opportunities into a forward-looking roadmap. This roadmap will enable the Ministry to prioritize and implement enhancement projects to support improved control over health-related information.

This document provides an overview of the objectives of this work, describes the high-level scope and approach, and then summarizes the recommended enhancement opportunities included in the roadmap.

## Objectives and scope

The objectives of this engagement were to work with MoH to:

1. Understand, at a high level, current processes related to information use and sharing across the Ministry
2. Conduct an inventory of key data sources and flows within the Ministry
3. Identify opportunities for improvement of information management for health information across the Ministry based on accepted standards (with a focus on security and privacy)
4. Based on the above, develop a series of recommendations in the form of an "enhancement roadmap" outlining enhancement opportunities related to business processes, controls and technology where appropriate

As noted above, the Ministry was interested in understanding opportunities for improvement for the organization as a whole. Due to the scale and complexity of the Ministry and the volume of information it collects, manages and shares, the project was scoped to provide a broad view across the Ministry rather than conducting a detailed and exhaustive assessment of one area, system or set of systems. Additional information regarding the scope of the project is summarized in Table 1 below.



Table 1 - Summary of scope by scope element

Scope element	In-scope description
Types of information	Personal health information, with a focus on secondary uses.
Processes	<p>Selection of current state processes related to:</p> <ul style="list-style-type: none"> <li>• Access</li> <li>• Use</li> <li>• Disclosure</li> <li>• Security</li> <li>• Privacy</li> <li>• Logging and monitoring</li> </ul>
Organization	Ministry of Health, with a primary focus on Divisions that manage, store and disclose personal health information

## Approach

A phased approach to the project was undertaken in order to ensure that recommendations were based on an understanding of the current state. The key phases in the project are outlined in Figure 1 below.



Figure 1 - Summary of phased approach

Initially, an understanding of the current state was obtained through interviews and review of relevant documentation to identify opportunities for improvement. Standard frameworks (Generally Accepted Privacy Principles (GAPP) for privacy-related risks and ISO 27001 for technology-related risks) were inputs used as a basis for establishing the scope of this work. Based on this, a series of recommendations was developed and these were then structured into a number of projects designed to address these recommendations. These projects were validated with Ministry subject matter experts, and an initial estimate of effort and required skill sets was developed in order to support preliminary planning. These projects were then incorporated into a high-level enhancement roadmap. This preliminary roadmap is intended to support the Ministry as it delivers these projects (for those that are underway) and as it embarks on detailed project planning, phasing and execution for those that are not yet started.

## Summary of recommended enhancement opportunities

Based on the recommendations, a series of projects was developed. These projects (summarized in Table 2, below) were recommended to support the consistent enhancement of business process and technical controls related to personal health information across the Ministry. Additional details regarding these projects are provided in "Appendix A – Project Summaries".

Table 2- Summary of project categories, recommendations and projects.

#	Categories	Recommendations	Projects
1	Information Governance	Develop and implement a formal Information governance program	1.1 Enhance components of Governance model
2	Data Management	Enhance data management practices and consider changes to the technology environment to support a consistent level of control over sensitive information	2.1 Complete Information Inventory 2.2 Develop and implement a secure data environment
3	Transition Condor Environment	Transition the Condor environment to new infrastructure and updated applications, with consideration for key functional, security and privacy requirements	3.1 Actions to mitigate risk in specific legacy systems 3.2 New data warehouse design, implementation & data migration 3.3 Web application environment design, implementation & transition 3.4 SAS enterprise environment design, implementation & transition plan
4	Education & Awareness Program	Develop and implement a formal, mandatory and targeted training and awareness program for information governance, security and privacy	4.1 Deliver immediate training to key staff and supervisors across the Ministry 4.2 Develop an enhanced training and awareness program
5	Access Management & Administration	Enhance and standardize internal processes across the Ministry for management and administration of access to health information	5.1 Enhance approval & granting process 5.2 Enhance transfers process 5.3 Enhance terminations process 5.4 Enhance access review process 5.5 Enable a role-based access approach
6	Information Sharing Agreements	Centrally coordinate and streamline information sharing agreements and related data access processes	6.1 Update inventory of existing information sharing agreements 6.2 Create a centralized repository of existing agreements 6.3 Standardize processes and templates for information sharing agreements
7	Logging & Monitoring	Enhance logging and monitoring practices and capabilities across key systems	7.1 Evaluate existing logging capabilities and enable or enhance where appropriate 7.2 Design and implement a logging solution to support the long-term secure analysis environment
8	Security Management Practices	Enhance IT operational practices for maintaining a secure technology environment	8.1 Consolidate additional enhancement opportunities and address them on a priority basis 8.2 Define the Security Management role responsible for the secure data environment 8.3 Develop and maintain security reference architecture
9	Policies & Standards	Develop key Ministry-specific policies and guidelines.	9.1 Develop a ministry-specific privacy policy 9.2 Develop Ministry-specific guidance for key topics
10	Compliance Monitoring	Implement a compliance-monitoring function to regularly assess compliance against Ministry and third-party requirements with respect to data.	10.1. Implement an enhanced compliance monitoring function

## Next steps

The Ministry is in the process of implementing these recommendations.

# Appendix A – Project summaries

This appendix contains project summaries for each of the 25 projects included in the enhancement roadmap. These projects are organized into the 10 Project Categories. For each of the 25 projects, a project purpose is provided and this is followed by guidance that is intended to describe the desired outcomes and/or key considerations for each of the initiatives.

## 1. Information governance

### Project overview

**Project purpose** Develop and implement a formal information governance<sup>1</sup> program.

#### 1.1. Enhance Components of Governance model

**Sub-project purpose** The purpose of this project is to enhance components of the existing governance model at the Ministry, in order to provide clarity regarding accountabilities and decision-making processes related to information across the Ministry in the short term. This will enable the development of a longer-term governance model while also supporting critical short-term decision-making related to information governance and technology issues as the longer-term model is developed.

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**Guidance**

- Discussions with all of the divisions should be facilitated to discuss the information governance model and to identify the key principles for its development.
- The development and implementation of the information governance model should be a shared responsibility across all of the divisions.
- Establish Senior Leadership buy-in for a formal Information Governance program. This will include defining an Executive Sponsor and clearly defining, communicating and gaining consensus on:
  - The scope and mandate of the program (Charter)
  - The key issues it is meant to address (in terms of risk management and value creation)
- Once executive support is obtained (and the proposed model adjusted as required based on input), define the foundational components of the program, including:
  - Agreed-upon information governance principles (based upon regulatory and contractual obligations with respect to information management and information sharing)
  - Roles, responsibilities and accountabilities, with a focus on key roles in the short term, potentially including:
    - Data Stewards
    - Data Owners
    - Data Custodians
    - Data Users
  - Key structures and associated mandates (Executive Committee, Working Committee, etc.)
  - Key processes to support the operation of the governance model
- Leverage historical efforts related to information governance within the Ministry, with a focus on identifying key governance components to be incorporated into the short-term model.

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<sup>1</sup> There are numerous definitions for information governance. These definitions typically refer to the decision rights, processes, standards, technologies and roles and responsibilities required to manage, maintain and effectively use information in a manner that aligns with security and privacy requirements.

- Once the enhanced model is agreed-upon and established, regular assessment of performance, effectiveness and opportunities for improvement should be conducted to ensure it is meeting the agreed-upon objectives defined by stakeholders
-

## 2. Data management

### Project overview

**Project purpose** Enhance data management practices and consider changes to the technology environment to support a consistent level of control over sensitive information.

#### 2.1 Complete Information Inventory

**Project purpose** This project will build upon recent efforts to develop an inventory of information assets and data flows, with the objective of creating a regularly updated repository for the Ministry. This project also involves reviewing this inventory to identify those dataset extracts and other sensitive information assets that can be archived or deleted.

---

**Guidance**

- Define roles and responsibilities for the maintenance of the inventory (to include representation from Divisions and HSIMIT).
- Consider working with SSBC to generate inventories of dataset extracts within each division.
- Assign ownership for updating of inventories to division representatives, and where appropriate, update as required.
- Within each Division, utilize the inventories to identify the location of sensitive information
- Review dataset extracts and other sensitive information assets to identify those to retain vs. those that can be archived. Consider including the following criteria in the review:
  - Are the data still in use?
  - Are the employees with access appropriate?
- Identify opportunities for limiting access to shared LAN folders and remediate where possible.
- Within each Division, identify high-level information sharing needs to inform business requirements for the Secure Data Environment (2.2)
- Document where sensitive information resides and consider options for enhanced logging where appropriate.
- Review of access rights to LAN folders containing sensitive information should be coordinated with the access review performed in Project 5.5.
- Once this exercise is complete, update information asset inventories as required

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#### 2.2 Develop and implement a secure data environment

**Project purpose** The purpose of this project is to design and implement a secure environment that enables access to and sharing of sensitive information while at the same time supporting a consistent level of control over this information across the Ministry. Recognizing that there are numerous options regarding the design of the environment, the selected design should enable access to sensitive information by authorized users while supporting a consistent level of control over this information. It should also support the ability to log and monitor access and usage to enable compliance management.

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**Guidance**

- The design process should take into account the following:
  - Requirements for the secure environment should address the Ministry's agreed-upon information management principles (see Project 1.0 – Information Governance), and existing regulatory and contractual obligations associated with the data currently collected and maintained by the Ministry.
  - Business requirements of key stakeholders across the Ministry (business users and HSIMIT) should be developed, validated and approved through a cross-Ministry team to ensure needs of all stakeholders are understood and addressed.
  - The design of the new environment should align with the overall Enterprise Architecture of the Ministry, as well as requirements outlined in the government Information Security Policy
- The user community should also be involved in the development of the test plans, test scripts and key stages of the testing processes.
- The project plan should also include a process to review and onboard future data sets on an ongoing basis.
- Representatives from each Division should be provided with guidance on relevant data retention standards to enable decisions for archiving vs. deleting.
- A risk-based and prioritized data migration strategy should be developed
- When reviewing data sets for migration, consider including the following criteria:
  - Is the dataset actively in use?
  - Are there defined data retention requirements?
  - Is there an ongoing business need for retaining and migrating the data?

---

- Is the authority under which the data was originally obtained and used still in place?
  - Are there sufficient controls in place to manage the sensitive information contained within the data set
  - Does the dataset exist elsewhere? If so, consider rationalizing datasets in the new environment if possible.
  - When reviewing the scripts used to generate analysis and reports, the following should be considered:
    - Development of an approach to migrating scripts and data (e.g., move all existing scripts "as-is" or review, update and cleanse prior to migration)
    - Ensure hardcoded references in existing scripts are identified and updated as required
    - Ensure updated scripts are working as expected (testing)
    - Consider removal of intermediary products where possible
  - An archive strategy should be defined for all data sets which will not be transitioned.
  - As soon as practical and once all data sets have been transitioned to the new environment or archived, legacy systems should be decommissioned.
-

### 3. Transition Condor environment

#### Project overview

**Project purpose** Transition the Condor environment to new infrastructure and updated applications, with consideration for key functional, security and privacy requirements.

#### 3.1 Actions to Mitigate risk in specific legacy systems

**Project purpose** The purpose of this project is to perform specific activities that could reduce the risks within the Condor environment in the short term while the new environment is under development.

**Guidance**

- A review of data sets should be performed to identify inactive data sets which are no longer in use.
- Access to inactive data sets should be revoked for all users and a process implemented to review and approve all access requests to these data sets.
- A user access review should be performed to ensure only approved users with a business need have access to Condor (Manager to approve access).
- Managers of Condor users should be notified that they are responsible to provide prompt notification of termination or changes of access rights.
- An interim access policy should be developed to ensure only approved users with a defined business need are granted access to Condor.

#### 3.2 New data warehouse design, implementation and data migration

**Project purpose** The purpose of this project is to design and implement a replacement for the legacy Condor data warehouse environment within the Secure Data Environment (sub-project 2.2) that addresses the security and privacy requirements of the Ministry. This sub-project is likely to be integrated into the development and transition to the new Secure Data Environment (sub-project 2.2) and represents an example of legacy systems that will be transitioned to the new environment. The project will ensure that all required data is transferred to the new environment on a priority basis in a secure manner and that data quality and integrity are retained. Finally, the legacy Condor data warehouse environment will be decommissioned.

**Guidance**

- The new design should address at a minimum:
  - Role based access<sup>2</sup>
  - Logging of user access and activity
  - The restriction of downloading of data to local computers
- A risk and controls review should be conducted as part of the design to ensure key security and privacy requirements are addressed.
- The new design should follow all relevant OCIO guidance and should go through the PIA & STRA processes.
- The new design should ensure the solution is robust and scalable enough to meet the current and future business needs of the MoH.
- When reviewing data sets for migration, consider including the following criteria:
  - Is the data set actively in use?
  - Is the appropriate authorization for use of data in place?
  - Is there an ongoing business need for retaining and migrating the data?
  - Does the dataset exist elsewhere? If so, consider avoiding duplication in the new environment if possible
- An agreed-upon priority ordering of data sets for migration should be developed with input from data users and owners.
- An archive strategy should be defined for all data sets which will not be transitioned.
- As soon as practical and once all data sets have been transitioned to the new environment or archived, decommission the legacy Condor environment.

#### 3.3 Web application environment design, implementation & transition<sup>3</sup>

<sup>2</sup> Role-based access is a method of managing access to computers or networks. It allows the regulation of access based on the job function (role) of users within an organization. In this context, "access" is the ability of an individual user to perform a specific task, such as view, create, or modify a file. Roles are defined according to job competency, authority, and responsibility within the organization. This approach helps to ensure that users have appropriate access and also supports the efficient administration of access rights.



**Project purpose** The purpose of this project is to design and implement a replacement for the legacy Condor web applications environment within the Secure Data Environment (sub-project 2.2) that addresses the security and privacy requirements of the Ministry. This sub-project is likely to be integrated into the development and transition to the new Secure Data Environment (sub-project 2.2) and represents an example of legacy systems that will be transitioned to the new environment. The legacy Condor web applications environment will be decommissioned once complete.

**Guidance**

- The new design should address at a minimum:
  - Role based access
  - Logging of user access and activity
  - The restriction of downloading of data to local computers
- A risk and controls review should be conducted as part of the design to ensure key security and privacy requirements are addressed.
- The new design should follow all relevant OCIO guidance and should go through the PIA & STRA processes.
- The new design should ensure the solution is robust and scalable enough to meet the current and future business needs of the MoH.

### 3.4 SAS enterprise environment design, implementation & transition plan

**Project purpose** The purpose of this project is to design and implement a replacement for the legacy Condor SAS<sup>1</sup> environment within the Secure Data Environment (sub-project 2.2) that addresses the security and privacy requirements of the Ministry. This sub-project is likely to be integrated into the development and transition to the new Secure Data Environment (sub-project 2.2) and represents an example of legacy systems that will be transitioned to the new environment. The project will ensure that all required code and SAS libraries are transferred to the new SAS Enterprise environment on a priority basis. Finally, the legacy Condor SAS environment will be decommissioned.

**Guidance**

- The new design should address at a minimum:
  - Role based access
  - Logging of user access and activity
  - The restriction of downloading of data to local computers
- A risk and controls review should be conducted as part of the design to ensure key security and privacy requirements are addressed.
- The new design should follow all relevant OCIO guidance and should go through the PIA & STRA processes.
- The new design should ensure the solution is robust and scalable enough to meet the current and future business needs of the MoH.
- Conduct a review of SAS code and libraries for migration and consider including the following criteria:
  - Is the code and/or library actively in use?
  - Does an ongoing business need exist for the code and/or library?
  - Based on the business need, is the effort and cost to migrate to the new environment justified?
  - Is the need addressed by other similar libraries or sets of SAS code?
- A priority ordering of SAS libraries to be transitioned should be developed based on input from key business users and owners.
- An archiving strategy should be defined for all SAS libraries which will not be transitioned.
- A code migration process should be developed to port required legacy SAS code to the new environment.
- As soon as practical and once all SAS libraries have been transitioned to the new environment or archived, decommission the legacy Condor environment.

<sup>3</sup> The "web applications environment" allows users to access the analytics component of Condor using a web browser.

<sup>1</sup> In this instance, "Condor" refers to the environment used for data linkage and analysis and "SAS" refers to a commercial off-the-shelf application used for statistical analysis (among other activities).

## 4. Education and awareness program

### Project overview

**Project purpose** Develop and implement a formal, mandatory and targeted education and awareness program for information governance, security and privacy.

#### 4.1 Deliver immediate foundational training to key staff and supervisors across the Ministry

**Project purpose** While the enhanced education and awareness program is in development (Activity 4.2), deliver foundational training to appropriate users across the Ministry.

---

**Guidance**

- Training should address key questions and concerns of Ministry staff to ensure staff can perform their duties with an understanding of appropriate information sharing.
- A target list of attendees should be developed.
- Management should be informed of training attendance.
- Training should reference key support material (Policies, procedures, etc.).
- Training should be augmented with FAQs and guidance that address the most common questions received from across the Ministry.
- Key training messages should be reinforced through targeted awareness campaigns (e.g., Intranet site updates, emails, posters, etc.)

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#### 4.2 Develop an enhanced education and awareness program

**Project purpose** The purpose of this project is to develop MoH-specific information management security & privacy education that is tailored to needs of divisions and specific roles, and is mandatory, ongoing & updated and reinforced with periodic sign-off by employees.

---

**Guidance**

- A foundational information management security & privacy education course should be mandatory as part of onboarding for all new staff and yearly for all existing staff.
- Graduated education should be developed and delivered to address specific needs of different roles (such as all new staff, executives, advanced data users, etc.)
- Staff with access to sensitive information should have additional mandatory training which details their responsibilities and references appropriate policies & procedures.
- Training should address key information management privacy & security risks associated with each role.
- Consider developing guidance around retention and archiving of information.
- The training and awareness program should be reviewed and revised periodically to ensure continuous improvement and alignment with updated policies, legislation and MoH obligations.
- FAQs and guidance should address common question and be reviewed and revised periodically.
- Annual acknowledgment of training and sign-off on responsibilities should be implemented.
- Subject Matter Experts from each business division should be involved in updating training materials and in training sessions.
- Feedback from sessions should be continuously updated in training materials
- Ad-hoc workshops should be developed based on specific needs of branches, new legislation and incidents.

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## 5. Access management and administration

### Project overview

**Project purpose** Enhance and standardize internal processes across the Ministry for management and administration of access to health information.

#### 5.1 Enhance approval & granting process

**Project purpose** The purpose of this project is to ensure roles and responsibilities related to access management (request, approvals, etc.) are clearly defined and understood across the ministry (DSAM, Authentication Services, Connections, Divisions, etc.).

---

**Guidance**

- Enhance and clearly document access administration procedures to enable consistent decision-making for access requests.
  - Document current informal access decision making criteria for applications and data sets.
  - Over time, move to a role based model with pre-defined access usage roles for each application and groups of data sets.
  - A prioritization process should be defined to address critical or urgent requests in a timely manner.
  - Integration should be improved between the contracting process (for all contracts with a data component) and the access management process
- Roles and responsibilities with respect to access control, including requestors (supervisors & managers), approvers (data & system owners), and provisioning should be defined and communicated.
- Approval process and requirements for approval should align to the type of access requested (e.g., Public vs. Personally Identifiable) in order to expedite low-risk requests and ensure sufficient review of higher-risk requests. For example, consider pre-approval of access requests related to standard, low-risk datasets to streamline the approval process.
- Physical access for guests should be restricted to the area or division they are visiting and approved by an MoH employee.
- The concept of segregation of duties should be considered when granting access to employees, contractors, researchers, etc.
- Options to improve the efficiency and effectiveness of access administration processes should be considered. For example, consider automated workflows and a centralized provisioning solution.

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#### 5.2 Enhance transfers process (for access changes)

**Project purpose** The purpose of this project is to clearly define and communicate roles and responsibilities related to access changes (removals, additions, etc.) to ensure access changes are defined, communicated and implemented in a timely manner and that updates regarding access changes are provided to requestors once completed.

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**Guidance**

- Enhance and clearly document access change procedures.
- Supervisor's and manager's responsibilities and accountability with respect to notification and follow up should be clearly defined (e.g., outlined in their job description). For example, notification of staff role changes should be mandatory from the individual's supervisor or manager.
- The procedures for changes to user access should require that all existing access be removed.
- Granting and approval of access required for new roles should follow the access approval process (Activity 5.1)
- Managers or supervisors should be notified once access updates are completed and a description of the access granted.
- Process changes should be communicated to all supervisors and managers.

---

### 5.3 Enhance terminations process

**Project purpose** The purpose of this project is to implement a clearly defined and communicated process for access termination that ensures that all access is removed in a timely manner and that the appropriate supervisors are updated of access removals once complete.

- Guidance**
- Enhance and clearly document access removal procedures.
  - Notification of staff terminations should be driven either automatically from a system of record (e.g., payroll) or incorporated into the HR terminations process.
  - Managers or supervisors should be notified once access is removed.

### 5.4 Enhance access review process

**Project purpose** The purpose of this project is to design and implement a process for regular reviews of user access rights to key information systems and data sets across the Ministry. This is a detective control that supports the access change and termination processes (described above) and will serve to ensure that only the appropriate individuals have access to sensitive systems and information.

- Guidance**
- For systems and data sets containing personal health information or other sensitive information, access reviews should be conducted immediately to identify users who should be removed or have excessive access rights.
  - Enhance and clearly document access review procedures.
  - Roles and responsibilities with respect to access reviews, including access management staff (generate & supply access lists), and reviewers (confirm access is appropriate) should be defined and communicated.
  - Review process and frequency should vary depending on sensitivity of the data within systems and the volume of user access changes.
  - Supervisors and managers responsibility with respect to access reviews should be a requirement within their job description.

### 5.5 Enhance role based access approach

**Project purpose** The purpose of this project is to enhance the current role-based access model to support efficient and effective access administration processes. It includes reviewing and rationalizing current roles in HealthIdeas and, over the long term, enhancing the role-based access model to include other key systems and datasets within the Ministry.

- Guidance**
- HealthIdeas access roles should be reviewed and rationalized. Where possible access roles should be aligned to Ministry job roles and new roles should be created on an exception basis as required.
  - Implementation of role based access should be considered for other key MoH information systems and data sets beyond HealthIdeas.
  - A clear definition of the access granted by each role and the intended job descriptions to be granted each role should be provided to access provisioning staff.
  - Roles and responsibilities with respect to defining and approving roles and handling the exception process for none standard roles should be defined and communicated.

## 6. Information sharing agreements

### Project overview

**Project purpose** Centrally coordinate and streamline information sharing agreement and related data access processes.

#### 6.1 Update inventory of existing information sharing agreements

**Project purpose** The purpose of this project is to compile an inventory of agreements related to information sharing between the Ministry and third parties. This will provide a single view of Ministry and third-party commitments related to information sharing that could ultimately support MoH and third party monitoring and enforcement.

**Guidance**

- Appropriate stakeholders should define the type of agreements to be included in the inventory
- Conduct an inventory of the types of agreements determined to be in-scope
- Consider conducting a review of key existing contracts/master agreements to ensure appropriate data sharing provisions are in place.
- Data sharing with third-parties, where a data sharing agreement is not in place, should be identified
- Representatives from each division should identify the agreements within their divisions.

#### 6.2 Create centralized repository of existing agreements

**Project purpose** This project involves the creation of a central repository of Ministry agreements with respect to information sharing with third parties. This will provide one central inventory of such agreements and enable employees responsible for releasing information to access data sharing agreements to determine what is appropriate for release.

**Guidance**

- One central repository should be created for all agreements that provides a single view of the Ministry's commitments with respect to data sharing with third parties.
- Agreements which cannot be stored in the central repository should have a reference to where they are stored
- Consider coordination with Contract Services and their repository.
- Agreements should be easily accessible to appropriate staff.
- An owner should be defined for the repository.
- An owner or sponsor (role or person) should be assigned for each agreement.

#### 6.3 Standardize processes and templates for information sharing agreements

**Project purpose** This project will provide a standardized approach and template for data sharing agreements to ensure consistent review and approval processes for all agreements with third parties (inbound and outbound).

**Guidance**

- The policy should outline accountabilities and acceptable criteria for all agreements with third parties.
- Agreements should include standard clauses, terms & provisions.
- Agreements should have an appropriate level of approval and decision making regarding agreements with third parties to ensure consistency.
- There should be appropriate notification to all relevant parties of new agreements.
- An owner or sponsor (role or person) should be assigned for each agreement.
- Standardized processes and templates, with an exception process for non-standard agreements, should be developed for information sharing agreements.
- Ensure central coordination does not increase processing time and pursue opportunities to improve efficiency (through LEAN initiative).

## 7: Logging and monitoring

### Project overview

**Project purpose** Enhance logging and monitoring practices and capabilities across key systems.

#### 7.1. Evaluate existing logging capabilities and enable or enhance where appropriate

**Project purpose** The purpose of this project is to enable logging in the short term on existing applications and systems where possible and appropriate based on a risk based analysis. Additionally, monitoring processes should be defined to review log files and escalate issues identified.

**Guidance**

- Critical logging requirements should be developed above and beyond those currently supported (i.e., logging of user activities beyond log-on and log-off) for investigative and exception reporting purposes. Consider starting with the HealthIdeas environment and then enhancing logging in other systems (e.g., SAS, databases, applications, network layers, operating systems, etc.), where technically feasible, based on level of risk (sensitivity of information, amount of data, number of users, etc.)
- These additional logging capabilities can support:
  - Sample-based periodic compliance monitoring (see Project 10.0 – Compliance Monitoring)
  - Preliminary investigations triggered by complaints
  - Comprehensive investigations when a known breach has occurred
  - Targeted auditing based on established rules (VIP lists, etc.) to detect inappropriate activity
- Recognizing that manual log reviews are time consuming and can be labour intensive, the above are recommended where logging capabilities and resource availability permit
- Where manual log reviews can be implemented, this program should be communicated to the user community to raise awareness of the monitoring program.

#### 7.2. Design and implement a logging solution to support the longer-term needs of the secure data environment

**Project purpose** The purpose of this project is to design and implement a long-term logging and monitoring solution for key systems and applications in the Ministry. The logging solution will provide a consistent and efficient means for capturing, and securely retaining a sufficient level of logging data for Ministry systems. This project does not include the implementation of the chosen solution (the time and capital expenditure required will depend on the solution chosen, and has therefore not been included in the estimate below).

**Guidance**

- To ensure the system is right-sized and meets Ministry requirements, the Ministry should focus initially on clear definition of functional requirements (based on policies and regulatory and contractual obligations).
- Based on system and functional requirements, a formal evaluation process should be initiated to select an appropriate tool.
  - Lessons learned should be identified from successful implementations elsewhere in Government and/or within Health Authorities
  - Consider solutions where licensing agreements within Government may be leveraged
- The requirements and infrastructure should be mapped against a chosen solution to develop a prioritized implementation plan.
- Consider a phased approach to address critical requirements first and to increase functionality over time (e.g., expanding from basic logging to dashboarding, log correlation, alerts and triage, etc.)
- Consider leveraging automation of logging and event correlation technologies where possible, in order to reduce manual effort.
- The system should be tuned over time to balance sensitivity with the follow up required for false positives.
- Procedures should be documented to support maintenance, monitoring, notification, escalation and remediation processes, and continuous improvement of procedures.
- Roles and responsibilities required to support operation and maintenance of the solution should be defined.
- A regular reporting strategy should be developed to support system tuning internally, but also to communicate key results to the Ministry as part of the ongoing awareness program.
- Technical and business process training requirements should be identified and a training plan should be developed.

## 8. Security Management & Operational Practices

### Project overview

**Project purpose** Enhance security management practices for maintaining a secure technology environment.

#### 8.1. Consolidate additional enhancement opportunities and address them on a priority basis

**Project purpose** The purpose of this project is to rationalize IT security-related risks and Issues identified through internal Ministry reviews as well as this review. These enhancement opportunities should be identified and implemented on a priority basis (based on risk).

---

**Guidance**

- This initiative should collect and rationalize a list of enhancement opportunities in order to support continual improvement of security controls within the IT environment. Items for consideration include:
  - Review the patch management procedure at the OS and application layers to ensure that patches are applied in a timely manner following a defined process.
  - Periodic reviews of MoH applications to ensure resources are in place to upgrade and patch applications as necessary.
  - Review security services performed by each service provider to ensure a consistent level of security practices are performed
  - Where possible, require mandatory secure communication to and from all health data systems (e.g., HealthIdeas)
- Projects to address these and related enhancement opportunities should be scoped and prioritized based on risk and alignment to other strategic initiatives
- Consider incorporating enhancement opportunities into other projects where appropriate, or creating new projects as required.

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#### 8.2. Clearly define the security management and operational roles responsible for the secure data environment

**Project purpose** The purpose of this project is to clearly define the operational and management roles to ensure clear accountability for all security aspects associated with the secure data environment. This will also ensure that a clear standard and strategy for security is in place across all Infrastructure, networks and applications that are managed by the Ministry as well as those managed by third parties.

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**Guidance**

- Clear ownership and accountability for security should be driven from the executive level.
- Centralized roles responsible and accountable for ensuring coordination of security management practices should be defined and empowered.
- Security management responsibilities should align with Government's Information Security Policy, but address specific requirements related to sensitive health information
- Responsibilities to consider for Security Management include:
  - Monitoring of security infrastructure and the tracking, follow up and closure of incidents and events.
  - Responding to issues identified through scanning and risk assessments performed by the program areas.
  - Ensuring STRAs & PIAs are built into the SDLC process
  - Providing direction for the completion of Security Threat Risk Assessments for new projects
  - Ensuring contracts with service providers contain the appropriate clauses and provisions to ensure compliance MoH security and privacy policies.
  - Acting as a key resource for the Ministry on Security-related topics, and representing the security perspective of the organization at senior levels.
- Once responsibilities have been clarified, the appropriate job description(s) should be created and/or updated to ensure they are formally recognized and assigned.
- The security management function should serve a consultative role while the compliance function should be responsible for assuring compliance.
- Responsibilities & accountability related to the security program may span several roles, but clear accountability should be defined and agreed upon.
- The security management function will work with other functions or branches within the Ministry (e.g., the Compliance Monitoring function and the Health Information Privacy, Security and Legislation Branch) and service providers (e.g., SSBC). Clear division of accountabilities should be in place and agreed to and should be reflected in related procedures.

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### 8.3. Develop and maintain security reference architecture

**Project purpose** The purpose of this project is to design and maintain a security reference architecture that describes the minimum functional and architectural security standards of the IT environment. This includes all security aspects of the environment, with particular reference to the access model, user provisioning and logging and monitoring.

---

**Guidance**

- The security reference architecture should describe clearly defined design principles and should be based upon accepted industry standards such as TOGAF (The Open Group Architecture Framework).
- The architecture should define the minimum standards to which all key components of the environment must comply in order to ensure a consistent level of control and risk management
- The architecture should consider key components:
  - Conceptual architecture
  - Functional architecture
  - Physical architecture
- The architecture should align with the overall Ministry Enterprise Architecture as well as the requirements outlined in Government's Information Security Policy, as appropriate.

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## 9. Ministry-specific policies and guidelines

### Project overview

**Project purpose** Develop a Ministry-specific privacy policy

#### 9.1. Develop a ministry privacy policy

**Project purpose** The purpose of this project is to develop and implement a Privacy Policy that is specific to the Ministry of Health. This policy will provide a single point of reference regarding privacy matters including obligations, authorities and roles and responsibilities.

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**Guidance**

- Develop a single overarching Ministry Privacy Policy. This policy should include/address the following information:
  - Privacy principles – appropriate situations where information can be collected.
  - Requirements for collection, use & disclosure of personally identifiable information
  - Requirements for privacy considerations in data sharing agreements, STRAs, Contracts, and PIAs
  - Outline employee roles and responsibilities with respect to privacy; including completing privacy training and a periodic acknowledgement sign-off
  - Requirement for annual signoff of Privacy and Confidentiality acknowledgement.
  - Describe roles and responsibilities for key Privacy resources within the Ministry, including the most senior leader with accountability for privacy, compliance monitoring function and other privacy resources
  - Describe how MoH monitors and enforces employee compliance with its privacy policy and consequences for non-compliance
- The Privacy Policy should be reviewed at least annually. This review should address any changes to relevant legislation or policy and should also incorporate lessons learned from any breaches or similar incidents.

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#### 9.2. Develop Ministry-specific guidance for key topics

**Project purpose** The purpose of this project is to augment existing guidance for key information security & privacy topics and ensure that the guidance is communicated to all relevant MoH employees.

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**Guidance**

- Input should be solicited from representatives of each Division regarding requirements for guidance on information privacy and security topics. This should include input regarding how best to communicate this information to support effective understanding and usage.
- Specific topics to consider for targeted, Ministry-specific guidance include:
  - Decision making support for sharing of sensitive information. Define the spectrum of data between personally identifiable information and open data and the considerations for use and disclosure across this spectrum.
  - Acceptable use of sensitive information within the Ministry and with third parties
  - Incident management process with respect to information privacy and security
- Consider updates to guidance documents to include appropriate use of portable media.
- Integrate key support materials into the Training & Awareness Program where possible to support adoption of, and familiarity with, these materials.
- Utilize the Awareness program to communicate regularly to employees regarding available materials, new materials that are created and updates to existing materials
- To facilitate use of reference materials, consider rationalizing key reference documents where possible. Some examples for consideration include:
  - Computer and Technology Acceptable Use Policy/Procedure (e.g. disposal of assets, appropriate use of information systems, internet, software, communicating via email)
  - Standard Operating Procedures for the Secure Transfer, Storage, Retention, and Disposal of Personal Identifiable Information (e.g. retention schedule, approved areas for storage, destruction of paper documentation, portable media devices)
- To support continual improvement, a process should be defined to regularly review and update key guidance documents and policies to ensure they remain current and incorporate lessons learned (including innovative practices from across the Ministry as well as results from compliance monitoring)

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## 10. Enhanced compliance monitoring function

### Project overview

**Project purpose** Implement an enhanced compliance monitoring function at the Ministry.

#### 10.1. Implement an enhanced compliance monitoring function

**Project purpose** The purpose of this project is to review the current compliance monitoring function at the Ministry, and implement enhancements to that function.

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<b>Guidance</b>	<ul style="list-style-type: none"><li>• In developing the scope of the compliance monitoring function, the following should be considered:<ul style="list-style-type: none"><li>– Internal access, use &amp; disclosure of data (Ministry compliance with Ministry policy and legislation)</li><li>– Internal access, use &amp; disclosure of data (Ministry compliance with obligations to third parties that provide data to the Ministry)</li><li>– External access, use &amp; disclosure of Ministry data by third parties (third party compliance with obligations defined by Ministry ISAs)</li></ul></li><li>• Once the mandate is endorsed by Management, the team structure should be defined to ensure it has the capacity and capabilities to deliver on this mandate.</li><li>• Consider making acknowledgement and response to audit &amp; review findings mandatory.</li><li>• Roles and responsibilities with respect to appropriately responding to audit &amp; review findings should be defined and communicated.</li><li>• Consider defining policies outlining penalties for non-compliance with audit &amp; review findings.</li><li>• In developing the audit &amp; review plan for the first year, ensure that it is risk based and takes into account the key findings of this and other reviews</li><li>• Look to leverage other monitoring/audit activities that are underway or planned (either within the Government or by third party auditors).</li><li>• Consider utilizing self-certification for entities that the Ministry provides data to, in order to support third party compliance monitoring.</li><li>• Support efficiency, effectiveness and consistency by utilizing existing industry accepted frameworks and auditing standards and practices.</li><li>• Communicate role, mandate, audit &amp; review plan and results across the Ministry and to relevant stakeholders.</li><li>• Regular risk assessments on the existing environment should be performed, addressing remediation requirements and incorporating lessons learned into the overall security program.</li><li>• The compliance function should be positioned to be independent of the groups audited and should report to a senior leader within the Ministry as defined in the Governance model.</li><li>• Consider piloting of audit &amp; review process on a sample of issues to ensure viability of model and obtain feedback from the divisions on the evaluation process and results.</li></ul>
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# INFORMATION TECHNOLOGY & MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT



<i>For Administrative Purposes Only</i>	
<b>Ministry Contract No.:</b> 2013-228 <b>Requisition No.:</b> _____ <b>Solicitation No.(if applicable):</b> RFP-HSIMIT2013001 <b>Commodity Code:</b> _____	<b>Financial Information</b>  <b>Client:</b> _____ <b>Responsibility Centre:</b> 66080 <b>Service Line:</b> 44225 <b>STOB:</b> 6309/6310 <b>Project:</b> _____
<b>Contractor Information</b>  <b>Supplier Name:</b> Deloitte & Touche LLP <b>Supplier No.:</b> _____ <b>Telephone No.:</b> Mobile s.22 Office 604-640-3294 <b>E-mail Address:</b> Jamie Ross <a href="mailto:jaross@deloitte.ca">jaross@deloitte.ca</a> <b>Website:</b> _____	<b>Template version:</b> April 1, 2013

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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**

THIS AGREEMENT is dated for reference the 19 day of February, 2013.

BETWEEN:

Deloitte & Touche LLP (the "Contractor") with the following specified address and fax number:  
2800-1055 Dunsmuir Street  
Vancouver, BC V7X 1P4  
778 374-0506

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented  
by the Minister of Health (the "Province") with the following specified address and fax number:  
5-3, 1515 Blanshard Street  
Victoria, BC V8W 3C8  
250 952-1909

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 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

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



### 3 PAYMENT

#### Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor 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 agreements in place and available to enable the Contractor to fully perform the Services, and
  - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
  - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
  - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

#### 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 use, reproduce, modify and distribute that Incorporated Material; and
  - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

#### Right of Province to negotiate license of Produced Material

- 6.5 After the end of the Term, the Province in its sole discretion, may negotiate with the Contractor to provide the Contractor a license (which may be exclusive or non-exclusive) for the Contractor to use, reproduce, modify or distribute some or all of the Produced Material.

### 7 RECORDS AND REPORTS

#### Work reporting

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

#### Time and expense records

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

### 8 AUDIT

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

### 9 INDEMNITY AND INSURANCE

#### Indemnity

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

#### Monetary limitations of indemnity

- 9.2 The indemnification by the Contractor pursuant to section 9.1 is limited to:
- (a) \$2,000,000 per Loss; and

- (b) \$4,000,000 in the aggregate for all Losses.

#### Exceptions to monetary limitations

- 9.3 The limitations set out in section 9.2 do not apply to a Loss resulting from any of the following:
- (a) bodily injury or damage to real property or tangible personal property;
  - (b) a claim of infringement of third-party intellectual property rights; or
  - (c) a breach of section 5.1, 5.2, 5.3 or 6.1 of this Agreement.

#### Province to notify Contractor of Loss

- 9.4 To claim indemnification for a Loss pursuant to section 9.1, the Province must notify the Contractor in writing of the Loss as soon as reasonably practicable after the Province becomes aware of the Loss provided that a failure by the Province to provide such notification will not invalidate the claim unless the Contractor is materially prejudiced by that failure.

#### Third-party intellectual property infringement claims

- 9.5 If the Loss is on the basis of a third-party claim that any element of the Material infringes the intellectual property rights of any person,
- (a) then the Contractor must defend the Province against that claim at the Contractor's expense and the Contractor must pay all associated costs, damages and legal fees that a court or arbitrator finally awards or are included in a settlement agreed to by the Contractor; and
  - (b) the Province must cooperate with the Contractor in the defence of the claim and, where appropriate in the discretion of the Province, will allow the Contractor to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.

#### Insurance

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

#### Workers compensation

- 9.7 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

- 9.8 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

- 9.9 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 9.7 and 9.8.

## 10 FORCE MAJEURE

### Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

### Consequence of Event of Force Majeure

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

### 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 under the rules of the British Columbia Mediator Roster Society; and
  - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

### 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 arbitration or mediation

- 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 arbitration or mediation under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

## 13 MISCELLANEOUS

### Delivery of notices

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

### Change of address or fax number

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

### Assignment

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



#### Subcontracting

13.4. The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person 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 6.5, 7.1, 7.2, 8.1, 9.1 to 9.6, 9.9, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

#### Schedules

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

#### Independent contractor

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

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

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

#### Personnel not to be employees of Province

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

#### Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in 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.

Governing law

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

14 INTERPRETATION

14.1 In this Agreement:

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

SIGNED on the <u>28<sup>th</sup></u> day of <u>MARCH</u> , 2013 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the <u>16</u> day of <u>April</u> , 2013, on behalf of the Province by its duly authorized representative:
<u>Tejinder Basi</u>	<u>Sandra Carrow</u>
Signature(s)	Signature
<u>Tejinder Basi</u>	<u>SANDRA CARROW</u>
Print Name(s)	Print Name
<u>Partner</u>	<u>COO</u>
Print Title(s)	Print Title

## **Schedule A – Services**

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

The term of this Agreement commences on February 19, 2013 and ends on May 31, 2013.

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

The Contractor will provide support in the initiation of the Data Management Project which will undertake 10 major components including 25 sub-projects intended to transition the current server to more secure platform(s), change processes and procedures to improve internal controls and ensure compliance with information sharing agreements and FOIPPA, provide training to all users.

#### **Outputs**

The Contractor must provide expertise in preparation for the development of the Data Management Project and its outcomes. The expertise includes:

- a) Support for:
  - i. Project Management Office (PMO) creation
    - 1. Definition
    - 2. Key processes
    - 3. Tools
  - ii. Project Charters
    - 1. Creation
    - 2. Review
    - 3. Approval
  - iii. Initiate PMO and processes
  - iv. Provide subject matter guidance as required
- b) Professional consultation supporting the implementation of options for completion of project deliverables established under the project charters.
- c) Consultation supporting the formation of work plans to facilitate successful outcomes of the over-arching project and its sub-projects

#### **Inputs**

The Contractor must provide qualified resources.

#### **Outcomes**

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

Provide meaningful support to the data management initiative.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

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

Not applicable

**PART 4      KEY PERSONNEL:**

1.      The Key Personnel of the Contractor are as follows:

- (a)    Tejinder Basi, Partner
- (b)    Jamle Ross, Senior Manager
- (c)    Robert Witcher, Manager
- (d)    Naeem Rajabali, Manager

Any changes to Key Personnel provided by the Contractor will require the written approval of the Province, who will expect that substitutions possess the same or better qualifications and experience as the person being replaced.

## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$75,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### 2. FEES:

#### Hourly Rate

**Fees:** at the following rates per hour for those hours during the Term when the Contractor provides the Services.

per hour – Partner

per hour – Senior Manager

s.21

per hour – Manager

per hour – Consultant

### 3. EXPENSES:

#### Expenses:

- (a) travel, accommodation and meal expenses for travel greater than 32 kilometers away from the key personnel's home location on the same basis as the province pays its Group II employees when they are on travel status; and
- (b) the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and

excluding harmonized sales tax ("HST"), goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) and (b) above to the extent that the Contractor is entitled to claim credits (including HST or GST Input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

### 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 first 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 HST or 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 obligation 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 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; and
  - (b) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate, calculated as follows:
    - (i) not less than \$1,000,000, if the "Maximum Amount" set out in Schedule B is less than \$500,000; and
    - (ii) not less than \$2,000,000, if the "Maximum Amount" set out in Schedule B is \$500,000 or greater.
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, 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. Despite section 1(b) of this Schedule, if in the Province's sole discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 1(b), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

## Schedule E – Privacy Protection Schedule

### Definitions

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

### Purpose

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

### Collection of personal information

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

### Accuracy of personal information

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

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

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

#### **Correction of personal information**

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

#### **Protection of personal information**

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

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

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

#### **Retention of personal information**

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

#### **Use of personal information**

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

#### **Disclosure of personal information**

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

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

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

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

#### **Notice of unauthorized disclosure**

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

#### **Inspection of personal information**

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

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

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

22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

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

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

#### **Termination of Agreement**

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

#### **Interpretation**

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

#### **Schedule F – Additional Terms**

1. **Contractor Identification** – During the term of this agreement and at the request of the Province, contractors shall identify themselves as contractors to the ministry. This may be in the form of email signature blocks, business cards, correspondence, verbal business dealings and any other identification required by the Province.
2. In addition to section 13.1, the General Services Agreement may be entered into by each party signing and delivering it to the other party by email with attachment in PDF format.

## Schedule G – Security Schedule

### Definitions

1. In this Schedule,
  - (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
  - (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
  - (c) "Information" means information
    - (i) in the Material, or
    - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
  - (d) "Record" means a "record" as defined in the *Interpretation Act*;
  - (e) "Sensitive Information" means
    - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
    - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
  - (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
    - (i) the Contractor or a subcontractor if an individual, or
    - (ii) an employee or volunteer of the Contractor or of a subcontractor.

### Schedule contains additional obligations

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

### Services Worker confidentiality agreements

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

### Services Worker security screening

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

retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

#### **Services Worker activity logging**

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

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

7. The Contractor must create, maintain and follow a documented process to:
  - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
  - (b) limit access to Facilities and Equipment of the Contractor
    - (i) being used by the Contractor to provide the Services, or
    - (ii) that may be used by someone to access Information

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

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

9. The Contractor must:
  - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
  - (b) comply with the information access control requirements set out in Appendix G3, if attached.

#### **Integrity of Information**

10. The Contractor must:
  - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
  - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
  - (a) remained as complete as when it was acquired or accessed by the Contractor; and



- (b) not been altered in any material respect.

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

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

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

- 13. If Contractor becomes aware that:

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
- (b) unauthorized access to Facilities or Equipment

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

#### **Review of security breaches**

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

#### **Retention of Records**

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

#### **Storage of Records**

- 16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

#### **Audit**

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

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

### Termination of Agreement

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

### Interpretation

19. In this Schedule, unless otherwise specified:
  - (a) references to sections are to sections of this Schedule; and
  - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
  - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
  - (b) a documented process required by this Schedule to be created or maintained by the Contractorthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

## SCHEDULE G – Appendix G1 – Security screening requirements

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

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

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

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

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

### Verification of education and professional qualifications

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

#### **Verification of employment history and reference checks**

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

#### **Security interview**

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

#### **Criminal history check**

5. The Contractor must arrange for and retain documented results of a criminal history check on a Services Worker obtained through the Services Worker's local policing agency. Criminal history checks must be repeated as necessary to ensure that at all times the most recent criminal history check on a Services Worker was completed within the previous five years.

# INFORMATION TECHNOLOGY & MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT



<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.:</i> <u>2013-096</u>	<i>Financial Information</i>
<i>Requisition No.:</i> _____	<i>Client:</i> _____
<i>Solicitation No.(if applicable):</i> _____	<i>Responsibility Centre:</i> _____
<i>Commodity Code:</i> _____	<i>Service Line:</i> _____
<i>Contractor Information</i>	<i>STOB:</i> _____
<i>Supplier Name:</i> <u>Deloitte &amp; Touche LLP</u>	<i>Project:</i> _____
<i>Supplier No.:</i> _____	<i>Template version: February 8, 2012</i>
<i>Telephone No.:</i> _____	
<i>E-mail Address:</i> _____	
<i>Website:</i> _____	

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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**



THIS AGREEMENT is dated for reference the 10<sup>th</sup> day of September, 2012.

BETWEEN:

DELOITTE & TOUCHE LLP (the "Contractor") with the following specified address and fax number:  
2800 - 1055 Dunsmuir Street  
Vancouver, BC V7X 1P4  
778 374-0506

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health (the "Province") with the following specified address and fax number:  
5-3, 1515 Blanshard Street  
Victoria, BC V8W 3C8  
250 952-1909

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 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

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

### 3 PAYMENT

#### Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor 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 agreements in place and available to enable the Contractor to fully perform the Services, and
  - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
  - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
  - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

#### 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 use, reproduce, modify and distribute that Incorporated Material; and
  - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

#### Right of Province to negotiate license of Produced Material

- 6.5 After the end of the Term, the Province in its sole discretion, may negotiate with the Contractor to provide the Contractor a license (which may be exclusive or non-exclusive) for the Contractor to use, reproduce, modify or distribute some or all of the Produced Material.

### 7 RECORDS AND REPORTS

#### Work reporting

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

#### Time and expense records

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

### 8 AUDIT

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

### 9 INDEMNITY AND INSURANCE

#### Indemnity

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

#### Monetary limitations of indemnity

- 9.2 The indemnification by the Contractor pursuant to section 9.1 is limited to:
- (a) \$2,000,000 per Loss; and

- (b) \$4,000,000 in the aggregate for all Losses.

#### Exceptions to monetary limitations

- 9.3 The limitations set out in section 9.2 do not apply to a Loss resulting from any of the following:
- (a) bodily injury or damage to real property or tangible personal property;
  - (b) a claim of infringement of third-party intellectual property rights; or
  - (c) a breach of section 5.1, 5.2, 5.3 or 6.1 of this Agreement.

#### Province to notify Contractor of Loss

- 9.4 To claim indemnification for a Loss pursuant to section 9.1, the Province must notify the Contractor in writing of the Loss as soon as reasonably practicable after the Province becomes aware of the Loss provided that a failure by the Province to provide such notification will not invalidate the claim unless the Contractor is materially prejudiced by that failure.

#### Third-party intellectual property infringement claims

- 9.5 If the Loss is on the basis of a third-party claim that any element of the Material infringes the intellectual property rights of any person,
- (a) then the Contractor must defend the Province against that claim at the Contractor's expense and the Contractor must pay all associated costs, damages and legal fees that a court or arbitrator finally awards or are included in a settlement agreed to by the Contractor; and
  - (b) the Province must cooperate with the Contractor in the defence of the claim and, where appropriate in the discretion of the Province, will allow the Contractor to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.

#### Insurance

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

#### Workers compensation

- 9.7 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

- 9.8 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

- 9.9 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 9.7 and 9.8.

## 10 FORCE MAJEURE

### Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

### Consequence of Event of Force Majeure

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

### 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 under the rules of the British Columbia Mediator Roster Society; and
  - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

### Location of arbitration or mediation

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

### Costs of arbitration or mediation

- 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 arbitration or mediation under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

## 13 MISCELLANEOUS

### Delivery of notices

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

### Change of address or fax number

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

### Assignment

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

#### Subcontracting

- 13.4. The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person 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 6.5, 7.1, 7.2, 8.1, 9.1 to 9.6, 9.9, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

#### Schedules

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

#### Independent contractor

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

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

#### Personnel not to be employees of Province

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

#### Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in 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.

Governing law

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

14 INTERPRETATION



14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>14</u> day of <u>September</u>, 20<u>12</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>TEJINDER JASSI</u> _____ Print Name(s)</p> <p><u>Partner</u> _____ Print Title(s)</p>	<p>SIGNED on the <u>14</u> day of <u>September</u>, 20<u>12</u> on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p><u>SANDRA CARROLL</u> _____ Print Name</p> <p><u>COO</u> _____ Print Title</p>
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## Schedule A – Services

### PART 1. TERM:

1. The term of this Agreement commences on September 10, 2012 and ends on December 31, 2012.

### PART 2. SERVICES:

The Contractor will conduct a Data Security Review to assist in evaluating the internal controls relating to the protection of health information (and more specifically the appropriate sharing of health information) and to provide options for remediation in the shorter and longer term.

#### Phase 1: Planning and Scoping

##### Activities:

- a. Confirm Objectives of Review
- b. Understand incident and known root causes
- c. Understand current information systems environment
- d. Understand security control environment
- e. Understand existing remediation plans
- f. Prepare detailed workplan

##### Deliverables:

#### Detailed Workplan

The detailed workplan will define the exact scope, timing and approach for performing the security review.

#### Phase 2: Detailed security assessment

Perform a detailed assessment of security and related internal controls and identify any gaps. This phase will likely leverage industry frameworks such as ISO27002. The review will focus on areas determined to be in scope in Phase 1.

#### Phase 3: Options Analysis

Identify short term remediation options to enable “appropriately controlled” information sharing and medium to longer term options to improve controls related to the sharing of health-related information.

Phase 2 and 3 will be further detailed upon completion of phase 1.

The contractor will build in project checkpoints to ensure they are communicating status and interim observations on a regular basis.

**PART 3. RELATED DOCUMENTATION:**

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.
2. The following are Appendices to this Schedule A:  
Appendix 1 – Statement of Work **ATTACHED**

**PART 4. KEY PERSONNEL:**

1. The Key Personnel of the Contractor are as follows:
  - (a) Tejinder Basi, Partner
  - (b) Jamie Sawchuk, Partner
  - (c) Jamie Ross, Senior Manager
  - (d) Tarlok Birdi, Senior Manager
  - (e) Don Macpherson, Partner
  - (f) Manager – TBD
  - (g) Senior Consultant – TBD
  - (h) Consultant - TBD

## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$75,000.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### 2. FEES:

#### Hourly Rate

**Fees:** at the following rates per hour during the Term when the Contractor provides the Services:

- per hour – Partner
- per hour – Senior Manager
- s.21 per hour – Manager
- per hour – Senior Consultant
- per hour – Consultant

### 3. EXPENSES:

#### Expenses:

- (a) travel, accommodation and meal expenses for travel greater than 32 kilometers away from the key personnel's home location on the same basis as the Province pays its Group II employees when they are on travel status; and
- (b) the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses;

excluding Harmonized sales tax ("HST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including HST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

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

### Purpose

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

### Collection of personal information

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

### Accuracy of personal information

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

### Requests for access to personal information

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

#### **Correction of personal information**

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

#### **Protection of personal information**

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

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

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

#### **Retention of personal information**

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

#### **Use of personal information**

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

#### **Disclosure of personal information**

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

#### Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

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

#### Notice of unauthorized disclosure

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

#### Inspection of personal information

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

#### Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:

- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
- (b) any direction given by the Province under this Schedule.

22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

#### Notice of non-compliance

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

#### Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure

periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

#### **Interpretation**

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

#### **Schedule F – Additional Terms**

1. **Contractor Identification** – During the term of this agreement and at the request of the Province, contractors shall identify themselves as contractors to the ministry. This may be in the form of email signature blocks, business cards, correspondence, and verbal business dealings.
2. In addition to section 13.1, the General Services Agreement may be entered into by each party signing and delivering it to the other party by email with attachment in PDF format.



**Schedule G - Security Schedule**

Not applicable



Deloitte & Touche LLP  
2800 - 1055 Dunsmuir Street  
4 Bentall Centre  
P.O. Box 49279  
Vancouver BC V7X 1P4  
Canada

Tel: 604-640-3255  
Fax:  
www.deloitte.ca

September 6, 2012

**Private and confidential**

Mr. Manjit Sidhu  
Assistant Deputy Minister  
Financial and Corporate Services  
Ministry of Health  
1515 Blanshard St  
Victoria, BC V8W 3C8

**Re: Statement of Work: Data Security Review**

Dear Mr. Sidhu,

We have been requested by the Ministry of Health ("the Ministry") to conduct a Data Security Review of the internal controls and systems related to health information (to be further specified) that is managed by the Ministry and often required by external agencies. This letter outlines the scope and objectives of this review and outlines an approach for the Planning and Scoping Phase.

**Objectives and Approach**

The Ministry is seeking a Data Security Review to assist in evaluating the internal controls relating to the protection of health information (and more specifically the appropriate sharing of health information) and to provide options for remediation in the shorter and longer term.

We understand that this review is in response to an incident involving the potentially inappropriate sharing of Ministry data. The details of this incident will be discussed with the Deloitte project team upon commencement of this engagement.

We recognize there is a sense of urgency to understand and address the issues related to this incident, as well as the broader control environment. We also appreciate the importance of a thorough understanding of the internal control environment as well as remediation options available to address any control weaknesses. As such, we have outlined an approach that will support a systematic and complete assessment of the relevant internal controls and provide an analysis of short term and long term remediation options.

**Phase 1: Planning and Scoping**

### Activities:

- a. Confirm Objectives of Review
- b. Understand incident and known root causes
- c. Understand current information systems environment
- d. Understand security control environment
- e. Understand existing remediation plans
- f. Prepare detailed workplan

### Deliverables:

#### Detailed Workplan

The detailed workplan will define the exact scope, timing and approach for performing the security review.

#### Phase 2: Detailed security assessment

Perform a detailed assessment of security and related internal controls and identify any gaps. This phase will likely leverage industry frameworks such as ISO27002. The review will focus on areas determined to be in scope in Phase 1.

#### Phase 3: Options Analysis

Identify short term remediation options to enable "appropriately controlled" information sharing and medium to longer term options to improve controls related to the sharing of health-related information.

Phase 2 and 3 will be further detailed upon completion of phase 1.

Project checkpoints – we will build in project checkpoints to ensure we are communicating status and interim observations on a regular basis. At this point we anticipate verbal touchpoints every other day and a more formal status review weekly.

### Team

We understand that this initiative is a very high priority for the Ministry and we have assembled a team with direct experience with similar incidents and engagements to assist you. Recognizing that we will adjust the team as we learn more about the nature of the incident and associated root causes, the following individuals will be available as required to support this Planning and Scoping phase.

**Tejinder Basi** – Tejinder leads our Enterprise Risk Services group in British Columbia and has worked extensively with numerous Ministries and Crown Corporations on issues related to data security, privacy, risk management and internal control. He has led several similar engagements and will be the Lead Engagement Partner for this project. In this capacity, Tejinder will oversee the delivery of the project, provide guidance and input to you and the team and will act as the primary point of escalation and communication regarding issues and risks.

**Jamie Sawchuk** – Jamie is a Partner in our Victoria office and is Deloitte's Lead Client Service Partner for the British Columbia Government and the broader BC public sector. . . Jamie has worked with health care and public sector clients across Canada on many sensitive and high profile issues. He will act as Advisory Partner on this engagement.

**Jamie Ross** – Jamie is a Senior Manager who leads much of our work with the BC Public Sector. He has been involved in numerous risk and control reviews within BC Ministries and has also led similar projects in response to security and/or privacy breaches. Jamie will be the Project Manager and act as the day-to-day point of contact on the project.

**Tarlok Birdi** – Tarlok is a Senior Manager who focuses on IT and risk as it relates to security, information management, logging and monitoring and data loss prevention. He will provide input regarding technical aspects of the root cause(s) analysis and regarding the identification and evaluation of technical remediation options where appropriate.

**Don Macpherson** – Don is a Partner who leads our Information Privacy practice in Western Canada. He has been involved in numerous similar projects relating to data protection and incident response for public and private sector clients across Canada (including British Columbia), and will provide input regarding approach, findings and options for remediation.

#### **Fees**

Based on our current understanding, fees for the activities outlined above we estimate our fees for Phase 1 Scoping and Planning are estimated not to exceed \$75,000. We will invoice based on actual hours and expenses incurred and provide regular status updates regarding progress and budget. Any issues or risks that could impact our effort estimate will be discussed with you prior to incurring any additional fees.