

**Total costs associated with invoices: Compiled and submitted with Response for clarification purposes.**

Deloitte contracts - actuals					
Contract number	2013-096	2013-228	2014-029	2014-063	
Fees	\$ 554,519.00	\$ 74,989.89	\$ 85,038.00	\$ 673,719.00	\$ 1,388,265.89
Expenses	\$ 56,471.78	\$ -	\$ 13,632.86	\$ 41,213.92	\$ 111,318.56
Subtotal	<b>\$ 610,990.78</b>	<b>\$ 74,989.89</b>	<b>\$ 98,670.86</b>	<b>\$ 714,932.92</b>	<b>\$ 1,499,584.45</b>
Contract Amt	\$ 611,000.00	\$ 75,000.00	\$ 100,000.00	\$ 715,000.00	\$ 1,501,000.00
GST/HST	\$ 73,319.29	\$ 8,998.79	\$ 3,600.13	\$ 35,746.64	\$ 121,664.85
Total	\$ 684,310.07	\$ 83,988.68	\$ 102,270.99	\$ 750,679.56	\$ 1,621,249.30

# **CONTRACT**

## **2013-096**

# INFORMATION TECHNOLOGY & MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT



## *For Administrative Purposes Only*

Ministry Contract No.: 2013-096  
Requisition No.: \_\_\_\_\_  
Solicitation No.(if applicable): \_\_\_\_\_  
Commodity Code: \_\_\_\_\_

### *Contractor Information*

Supplier Name: Deloitte & Touche LLP  
Supplier No.: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Website: \_\_\_\_\_

### *Financial Information*

Client: \_\_\_\_\_  
Responsibility Centre: \_\_\_\_\_  
Service Line: \_\_\_\_\_  
STOB: \_\_\_\_\_  
Project: \_\_\_\_\_

*Template version: February 8, 2012*

## TABLE OF CONTENTS

No.	Heading	Page
1.	Definitions.....	1
1.1	General.....	1
1.2	Meaning of "record".....	1
2.	Services.....	2
2.1	Provision of services.....	2
2.2	Term.....	2
2.3	Supply of various items.....	2
2.4	Standard of care.....	2
2.5	Standards in relation to persons performing Services.....	2
2.6	Instructions by Province.....	2
2.7	Confirmation of non-written instructions.....	2
2.8	Effectiveness of non-written instructions.....	2
2.9	Applicable Laws.....	2
3.	Payment.....	3
3.1	Fees and expenses.....	3
3.2	Statements of accounts.....	3
3.3	Withholding of amounts.....	3
3.4	Appropriation.....	3
3.5	Currency.....	3
3.6	Non-resident income tax.....	3
3.7	Prohibition against committing money.....	3
3.8	Refunds of taxes.....	4
4.	Representations and Warranties.....	4
5.	Privacy, Security and Confidentiality.....	4
5.1	Privacy.....	4
5.2	Security.....	4
5.3	Confidentiality.....	5
5.4	Public announcements.....	5
5.5	Restrictions on promotion.....	5
6.	Material and Intellectual Property.....	5
6.1	Access to Material.....	5
6.2	Ownership and delivery of Material.....	5
6.3	Matters respecting intellectual property.....	5
6.4	Rights in relation to Incorporated Material.....	6
6.5	Right of Province to negotiate license of Produced Material.....	6
7.	Records and Report.....	6
7.1	Work reporting.....	6
7.2	Time and expense records.....	6
8.	Audit.....	6

9.	Indemnity and Insurance .....	6
9.1	Indemnity .....	6
9.2	Monetary limitations of indemnity .....	6
9.3	Exceptions to monetary limitations .....	7
9.4	Province to notify Contractor of Loss .....	7
9.5	Third-party intellectual property infringement claims .....	7
9.6	Insurance .....	7
9.7	Workers compensation .....	7
9.8	Personal optional protection .....	7
9.9	Evidence of coverage .....	7
10.	Force Majeure .....	8
10.1	Definitions relating to force majeure .....	8
10.2	Consequence of Event of Force Majeure .....	8
10.3	Duties of Affected Party .....	8
11.	Default and Termination .....	8
11.1	Definitions relating to default and termination .....	8
11.2	Province's options on default .....	9
11.3	Delay not a waiver .....	9
11.4	Province's right to terminate other than for default .....	9
11.5	Payment consequences of termination .....	9
11.6	Discharge of liability .....	9
11.7	Notice in relation to Events of Default .....	9
12.	Dispute Resolution .....	10
12.1	Dispute resolution process .....	10
12.2	Location of arbitration or mediation .....	10
12.3	Costs of arbitration or mediation .....	10
13.	Miscellaneous .....	10
13.1	Delivery of notices .....	10
13.2	Change of address or fax number .....	10
13.3	Assignment .....	10
13.4	Subcontracting .....	11
13.5	Waiver .....	11
13.6	Modifications .....	11
13.7	Entire agreement .....	11
13.8	Survival of certain provisions .....	11
13.9	Schedules .....	11
13.10	Independent contractor .....	11
13.11	Personnel not to be employees of Province .....	11
13.12	Key Personnel .....	12
13.13	Pertinent Information .....	12
13.14	Conflict of interest .....	12
13.15	Time .....	12
13.16	Conflicts among provisions .....	12
13.17	Agreement not permit nor fetter .....	12
13.18	Remainder not affected by invalidity .....	12
13.19	Further assurances .....	12
13.20	Additional terms .....	12
13.21	Governing law .....	13

14.	Interpretation .....	13
15.	Execution and Delivery of Agreement .....	13

**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>
---	--

## 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  
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Canada

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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 Basl** – 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.

# STOB 60 DIRECT AWARD JUSTIFICATION

Contracts for services may be negotiated and directly awarded without competitive process where one of the following exceptional conditions applies:

Check the Policy that applies to the contract, and provide a justification for the direct award. The justification must be kept on file.

CONTRACTOR NAME: Deloitte & Touche LLP

TOTAL CONTRACT: \$75,000

TYPE OF SERVICE: Consulting

CONTRACT TERM: September 6, 2012- December 31, 2012

<input checked="" type="checkbox"/>	POLICY RE: DIRECT AWARDS	JUSTIFICATION/EXPLANATION
<input type="checkbox"/>	service has an estimated value of less than \$5,000 and is not cost effective or reasonable to tender (Internal Ministry Policy)	
<input type="checkbox"/>	the contract is with another government organization (CPPM 6.3.3 (a) 1.)	
<input type="checkbox"/>	the ministry can strictly prove that only one contractor is qualified, or is available, to provide the service (CPPM 6.3.3 (a) 1.)	
<input checked="" type="checkbox"/>	an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process (an urgent time frame due to inadequate planning (e.g. not allowing sufficient time to tender a new or renewed contract) is not considered justification for a Direct Contract) (CPPM 6.3.3.(a) 1.)	The contract is necessary in regards to an incident involving the potentially inappropriate sharing of Ministry data. It is urgent that the Ministry understand and address the issues related to this incident and action remediation options identified to address any control weaknesses.
<input type="checkbox"/>	a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health. (CPPM 6.3.3. (a) 1.)	
<input checked="" type="checkbox"/>	the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest (CPPM 6.3.3. (a) 1.)	

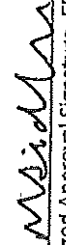
Note: Your justification/explanation must clearly explain how and why the contract meets one of the exceptional conditions or it will not be approved.



Authorized Approval Signature, Program Area ADM

SEP 12 2012

Date



Authorized Approval Signature, EFO (if required)

SEP 10, 2012

Date

# STOB 60 DIRECT AWARD JUSTIFICATION

Contracts for services may be negotiated and directly awarded without competitive process where one of the following exceptional conditions applies:

Check the Policy that applies to the contract, and provide a justification for the direct award. The justification must be kept on file.

CONTRACTOR NAME: Deloitte & Touche LLP

TOTAL CONTRACT: \$75,000 + \$75,000 = \$150,000

TYPE OF SERVICE: Consulting

CONTRACT TERM: September 6, 2012- December 31, 2012

✓	POLICY RE: DIRECT AWARDS	JUSTIFICATION/EXPLANATION
<input type="checkbox"/>	service has an estimated value of less than \$5,000 and is not cost effective or reasonable to tender (Internal Ministry Policy)	
<input type="checkbox"/>	the contract is with another government organization (CPPM 6.3.3 (a) 1.)	
<input type="checkbox"/>	the ministry can strictly prove that only one contractor is qualified, or is available, to provide the service (CPPM 6.3.3 (a) 1.)	
<input checked="" type="checkbox"/>	an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process (an urgent time frame due to inadequate planning (e.g. not allowing sufficient time to tender a new or renewed contract) is not considered justification for a Direct Contract) (CPPM 6.3.3.(a) 1.)	The contract is necessary in regards to an incident involving the potentially inappropriate sharing of Ministry data. It is urgent that the Ministry understand and address the issues related to this incident and action remediation options identified to address any control weaknesses.
<input type="checkbox"/>	a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health. (CPPM 6.3.3. (a) 1.)	
<input type="checkbox"/>	the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest (CPPM 6.3.3. (a) 1.)	

Note: your justification/explanation must clearly explain how and why the contract meets one of the exceptional conditions or it will not be approved.

*[Signature]*

Authorized Approval Signature, Program Area ADM

*[Signature]* Oct 22, 2012  
Date

*[Signature]*

Authorized Approval Signature, EFO (if required)

Oct 25 / 2012  
Date

# Deloitte.

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

Tel: 604 680 4466  
Fax: 604 896 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

Receipt # 42748

Invoice (DISPATCHED)  
Date: 01/19/12  
Invoice No: 3183848  
Client/Agency No: 3085189 #1000016 Location (Site) #  
Partner: D. Bosch  
HST Registration No: 065136 016  
HST Registration No: 133245290 Total \$ Amt of Invoice \$75,000 +HST  
Invoice # 66080-2013/096  
Resp # 3183848  
Service Line 44225  
STOB Project # 6600000  
Requisition # 6215  
Line 1 \$ Amount 60001  
Line 2 \$ Amount 6600000  
P.O. MSO or Contract #  
\$84,000.00

## Invoice

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

QA Signature  
CERTIFIED THAT THE WORK HAS BEEN PERFORMED, GOODS  
RECEIVED OR CONDITIONS MET  
Lindsay Kistlock  
QA Print

EA Print  
Sandra Carroll  
Sent to Accounts

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)



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

Tel: 604 669 4466  
Fax: 604 899 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

Date: December 15, 2012  
Invoice No: 3220974 amended  
Client/Mandate No: 695180 - 1000016  
Partner: T. Basi  
HST Registration No: 133245290

## Invoice

Interim invoice for professional services rendered in connection with Ministry  
Contract #2013-096 (Data Security Review - Phase 2):

Activities included the following across four project streams:

### Stream 0

- Enhancement project coordination and reporting
- Established PMO structure and processes
- Initiated inventory of key existing and planned enhancement initiatives, with a summary of objectives, approach, timelines and resources
- Supported initial prioritization and coordination of enhancement project activities
- Supported weekly Team Leads meetings

### Stream 1

- Assessment
- Prepared rationalized assessment framework
- Initiated documentation of key information flows
- Planned and initiated interviews and workshops
- Planned and initiated technical assessment activities in select areas
- Documented preliminary results

### Stream 2

- Enhancement Roadmap
- Initiated planning for structure and content of roadmap

### Stream 3

- Support for priority enhancement initiatives
- Provided as-requested support for key enhancement initiatives related to information management and systems

INVOICE (DIRECT OR MATCHED)

Receipt #	Supplier #	Loc (Site) #
44267	065136	070
PO Number	Total \$ Amount of Invoice	
66080-2013/096	75,000.00	
Invoice #	Resp #	Service Line
3220974	66080	44223
STOB	Project #	Requisition #
6001	6600000	1
Line 1 \$ Amount	Line 2 \$ Amount	PO, NISO, CONT #

Signature: KELLY HOBAN  
CERTIFIED THAT THE WORK HAS BEEN PERFORMED, GOODS RECEIVED  
OR CONDITIONS MET.

EA Signature

EA Print

Lindsay Kistlick

SANDY CARROLL

Our fee \$75,000.00

Expenses ( <i>please see attached spreadsheet</i> )	0.00
Total	\$75,000.00
HST @ 12%	9,000.00
<b>Amount payable</b>	<b>\$84,000.00</b>

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

email to: [Kelly.Moran@gov.bc.ca](mailto:Kelly.Moran@gov.bc.ca)

s.21

# Deloitte

Deloitte & Touche LLP  
2800 - 1056 Dunsmuir Street  
4 Bentall Centre  
P.O. Box 49278  
Vancouver BC V7X 1P4  
Canada

Tel: 604 669 4466  
Fax: 604 699 6197  
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

Date: December 15, 2012  
Invoice No: 3220975 amended  
Client/Mandate No: 695180 - 1000016  
Partner: T. Basl

HST Registration No: 133245280

## Invoice

Interim invoice for professional services rendered in connection with Ministry  
Contract #2013-096 (Data Security Review - Phase 2):

Activities included the following across four project streams:

### Stream 0

- Established PMO structure and processes
- Completed inventory of existing and planned initiatives, with a summary of objectives, approach, timelines and resources
- Supported prioritization and coordination of enhancement project activities
- Supported weekly Team Leads meetings and identification and tracking of risks and issues

### Stream 1

- Completed 21 data flow models based on system inventories submitted by MOH
- Completed interviews and workshops (involving 75+ individuals)
- Completed technical assessment for select systems/environments
- Documented results
- Documented recommendations arising from the assessment
- Presented recommendations to key MOH stakeholders

### Stream 2

- Initiated planning meetings and workshops in support of the enhancement roadmap

### Stream 3

- Provided as-requested support for key enhancement initiatives related to information management and systems

SANDY CARROLL

INVOICE (DIRECT OR MATCHED)			
Invoice #	Supplier #	Loc (Site) #	
66080-2013/096	065136	010	
PO Number	Invoice #	Resp #	Service Line
66080-2013/096	3220975	66080	44225
BTOS	Project #	Requestion #	
6001	660000		
Line 1 \$ Amount	Line 2 \$ Amount	PO LSO CONT #	
\$276,720.00	\$42,001.41		
CERTIFIED THAT THE WORK HAS BEEN PERFORMED, GOODS RECEIVED OR CONDITIONS MET.			
Signature: <i>Kelly Moran</i>			
Signature: <i>Lindsay Kislock</i>			
Our fee \$276,720.00 + fee			
Expenses (please see attached spreadsheet) 44,885.63			
42,001.41 expenses			
+ HST			
SANDY CARROLL			

Membre de / Member of Deloitte Touche Tohmatsu

Total	<del>\$320,805.63</del>	318,721. <sup>41</sup>
HST @ 12%	<del>38,496.68</del>	38,246. <sup>52</sup>
Amount payable	<del>\$359,302.31</del>	356,967. <sup>93</sup>

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

email to: [Kelly.Moran@gov.bc.ca](mailto:Kelly.Moran@gov.bc.ca)

s.21



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

Tel: 604.640.3260  
Fax: 778.374.0506  
www.deloitte.ca

Attn: Mr. Kelly Moran  
Executive Director  
Ministry of Health  
5-3, 1515 Blanshard Street  
Victoria, BC V8W 3C8

Date: March 31, 2013  
Invoice No.: 3277630 revised  
Client/Mandate No.: 695180 - 1000016  
Partner: T. Basil

HST Registration No.: 133245290

## Invoice

Invoice for professional services rendered in connection with Ministry  
Contract #2013-096 (Data Security Review - Phase 2):

Activities included the following across four project streams:

### Stream 0

- Formalized Executive Director working group to support remediation projects
- Supported weekly Team Leads and ED meetings and identification and tracking of risks and issues
- Supported Team Leads in scoping and delivering remediation efforts

### Stream 1

- Validated recommendations with key internal stakeholders (Project Leads, Divisional representatives and Executive)
- Supported presentation of recommendations to external stakeholders

### Stream 2

- Developed detailed project descriptions for 25 projects in 10 categories, aligned against recommendations from Stream 1
- Developed resourcing considerations for each project (required skills sets and preliminary effort estimates)
- Developed key considerations for each project to highlight the intended outcomes to be delivered
- Categorized 25 projects into three categories based on scale and priority
- Developed an overall program roadmap for the 25 projects based on defined categories and dependencies
- Met with Project Leads for each project to validate and adjust as required
- Presented roadmap to Executive for validation and approval

\$127,805.43

OLD YEAR  
Accrual

May 16, 200  
Page 2

Stream 3

- Provided as-requested support for key enhancement initiatives related to information management and systems

Our fee	\$127,805.43	✓ 127,799
Expenses (please see attached spreadsheet)	14,475.66	14,470.37
Total	\$142,281.09	142,269.37
HST @ 12%	17,073.73	17,072.32
Amount payable	\$159,354.82	159,341.69

Payable upon receipt to: Deloitte & Touche LLP

s.21

Receipt # 44273

Match to PO: No tax code

Line 1: 026, 66080, 44225, 6001, 660000 \$127,799

MINISTRY OF HEALTH			
SUPPLIER #		SITE	
065136		010	
CAG COMMITMENT #		LINE #	
66080-2013/096		1	
RESP	SERVICE LINE	STOB	
4/22/13	66080	6304/6310	
PROJECT #		AMOUNT	
		142,269.37	
PO # / CONTRACT # / GFA #		CLIENT	
2013-096		026	
GOODS / SERVICES RECEIVED BY:			
DATE: July 29/13			
CERTIFIED CORRECT PURSUANT TO SECTIONS 32 & 33 OF THE FINANCIAL ADMINISTRATION ACT & RELATED POLICIES.			
Sandy Carroll approved on-line			
MINISTRY SPENDING / CERTIFICATION AUTHORITY SIGNATURE			

Direct Line:

026, 66080, 44225, 6002, 660000 \$14,470

6001

+ HST

142,269

Direct Line:

HST +

17,072

159,341

Kelly Moran

13A



**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:

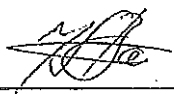
Signature



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

## 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



**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	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  
250-952-1809

**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, 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

Print Name

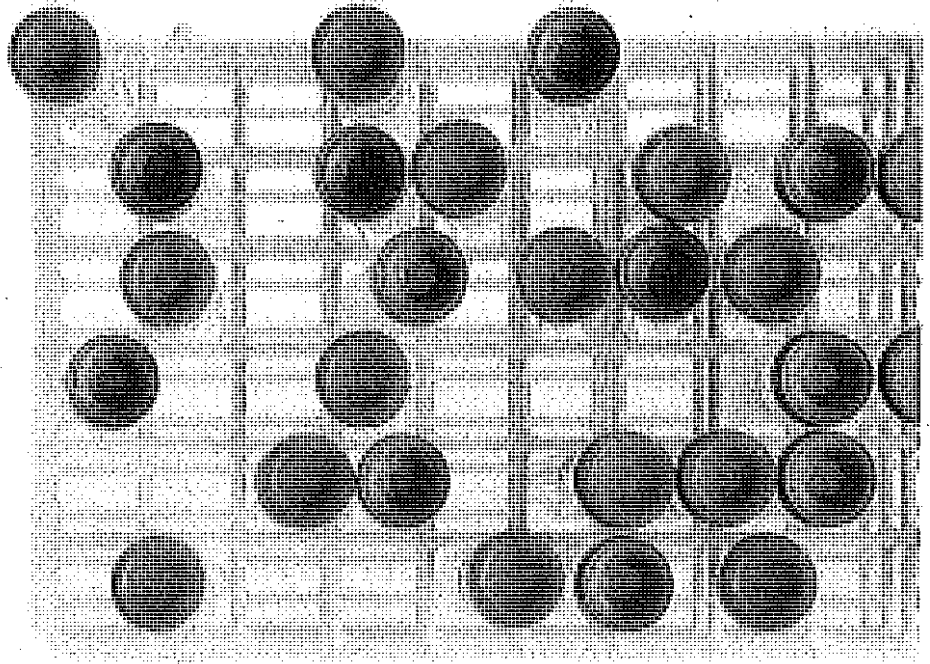
SIGNED AND DELIVERED on the 1<sup>st</sup> day of MARCH, 2013 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature

Print Name

# Ministry of Health

## Security enhancement roadmap



June 25, 2013

# Table of contents

Enhancement roadmap overview .....	1
Introduction .....	1
Objectives and scope .....	1
Approach .....	2
Summary of recommended enhancement opportunities .....	2
Next steps .....	4
Appendix A – Project summaries .....	5

# 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

<b>Sub-project purpose</b>	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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<b>Guidance</b>	<ul style="list-style-type: none"><li>• Discussions with all of the divisions should be facilitated to discuss the information governance model and to identify the key principles for its development.</li><li>• The development and implementation of the information governance model should be a shared responsibility across all of the divisions.</li><li>• 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:<ul style="list-style-type: none"><li>– The scope and mandate of the program (Charter)</li><li>– The key issues it is meant to address (in terms of risk management and value creation)</li></ul></li><li>• Once executive support is obtained (and the proposed model adjusted as required based on input), define the foundational components of the program, including:<ul style="list-style-type: none"><li>– Agreed-upon information governance principles (based upon regulatory and contractual obligations with respect to information management and information sharing)</li><li>– Roles, responsibilities and accountabilities, with a focus on key roles in the short term, potentially including:<ul style="list-style-type: none"><li>• Data Stewards</li><li>• Data Owners</li><li>• Data Custodians</li><li>• Data Users</li></ul></li><li>– Key structures and associated mandates (Executive Committee, Working Committee, etc.)</li><li>– Key processes to support the operation of the governance model</li></ul></li><li>• 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.</li></ul>
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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.

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**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?

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- 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>4</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>4</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.

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**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.

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**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.

#### 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.

**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.

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- 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.
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### 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.

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- 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.
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### 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.

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- 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 non standard roles should be defined and communicated.
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## 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.

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**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.

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#### 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.

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**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.

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#### 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).

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**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).

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## 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.

#### 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.

**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.

### 8.3. Develop and maintain security reference architecture

<b>Project purpose</b>	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.
<b>Guidance</b>	<ul style="list-style-type: none"><li>• 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).</li><li>• 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</li><li>• The architecture should consider key components:<ul style="list-style-type: none"><li>– Conceptual architecture</li><li>– Functional architecture</li><li>– Physical architecture</li></ul></li><li>• The architecture should align with the overall Ministry Enterprise Architecture as well as the requirements outlined in Government's Information Security Policy, as appropriate.</li></ul>

## 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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# **CONTRACT**

## **2013-228**

# INFORMATION TECHNOLOGY & MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT



<i>For Administrative Purposes Only</i>	
<p><b>Ministry Contract No.:</b> 2013-228</p> <p><b>Requisition No.:</b> _____</p> <p><b>Solicitation No.(if applicable):</b> RFP-HSIMIT2013001</p> <p><b>Commodity Code:</b> _____</p> <p><b>Contractor Information</b></p> <p><b>Supplier Name:</b> Deloitte &amp; Touche LLP</p> <p><b>Supplier No.:</b> _____</p> <p><b>Telephone No.:</b> Mobile 778-628-6183 Office 604-640-3294</p> <p><b>E-mail Address:</b> Jamie Ross <a href="mailto:jross@deloitte.ca">jross@deloitte.ca</a></p> <p><b>Website:</b> _____</p>	<p><b>Financial Information</b></p> <p><b>Client:</b> _____</p> <p><b>Responsibility Centre:</b> 66080</p> <p><b>Service Line:</b> 44225</p> <p><b>STOB:</b> 6309/6310</p> <p><b>Project:</b> _____</p> <p><b>Template version:</b> April 1, 2013</p>

## TABLE OF CONTENTS

No.	Heading	Page
1.	Definitions .....	1
1.1	General.....	1
1.2	Meaning of "record" .....	1
2.	Services .....	2
2.1	Provision of services .....	2
2.2	Term .....	2
2.3	Supply of various items.....	2
2.4	Standard of care.....	2
2.5	Standards in relation to persons performing Services .....	2
2.6	Instructions by Province.....	2
2.7	Confirmation of non-written instructions .....	2
2.8	Effectiveness of non-written instructions .....	2
2.9	Applicable Laws .....	2
3.	Payment.....	3
3.1	Fees and expenses .....	3
3.2	Statements of accounts .....	3
3.3	Withholding of amounts .....	3
3.4	Appropriation.....	3
3.5	Currency.....	3
3.6	Non-resident income tax .....	3
3.7	Prohibition against committing money.....	3
3.8	Refunds of taxes .....	4
4.	Representations and Warranties .....	4
5.	Privacy, Security and Confidentiality.....	4
5.1	Privacy .....	4
5.2	Security .....	4
5.3	Confidentiality.....	5
5.4	Public announcements.....	5
5.5	Restrictions on promotion.....	5
6.	Material and Intellectual Property .....	5
6.1	Access to Material .....	5
6.2	Ownership and delivery of Material .....	5
6.3	Matters respecting intellectual property.....	5
6.4	Rights in relation to Incorporated Material.....	6
6.5	Right of Province to negotiate license of Produced Material.....	6
7.	Records and Report .....	6
7.1	Work reporting.....	6
7.2	Time and expense records.....	6
8.	Audit.....	6

9.	<b>Indemnity and Insurance.....</b>	<b>6</b>
9.1	Indemnity .....	6
9.2	Monetary limitations of indemnity.....	6
9.3	Exceptions to monetary limitations.....	7
9.4	Province to notify Contractor of Loss.....	7
9.5	Third-party intellectual property infringement claims.....	7
9.6	Insurance .....	7
9.7	Workers compensation.....	7
9.8	Personal optional protection.....	7
9.9	Evidence of coverage .....	7
10.	<b>Force Majeure.....</b>	<b>8</b>
10.1	Definitions relating to force majeure .....	8
10.2	Consequence of Event of Force Majeure.....	8
10.3	Duties of Affected Party .....	8
11.	<b>Default and Termination.....</b>	<b>8</b>
11.1	Definitions relating to default and termination .....	8
11.2	Province's options on default.....	9
11.3	Delay not a waiver .....	9
11.4	Province's right to terminate other than for default.....	9
11.5	Payment consequences of termination.....	9
11.6	Discharge of liability .....	9
11.7	Notice in relation to Events of Default.....	9
12.	<b>Dispute Resolution.....</b>	<b>10</b>
12.1	Dispute resolution process.....	10
12.2	Location of arbitration or mediation .....	10
12.3	Costs of arbitration or mediation .....	10
13.	<b>Miscellaneous .....</b>	<b>10</b>
13.1	Delivery of notices .....	10
13.2	Change of address or fax number.....	10
13.3	Assignment .....	10
13.4	Subcontracting .....	11
13.5	Waiver.....	11
13.6	Modifications .....	11
13.7	Entire agreement .....	11
13.8	Survival of certain provisions.....	11
13.9	Schedules.....	11
13.10	Independent contractor .....	11
13.11	Personnel not to be employees of Province .....	11
13.12	Key Personnel .....	12
13.13	Pertinent Information .....	12
13.14	Conflict of interest.....	12
13.15	Time .....	12
13.16	Conflicts among provisions .....	12
13.17	Agreement not permit nor fetter.....	12
13.18	Remainder not affected by invalidity.....	12
13.19	Further assurances .....	12
13.20	Additional terms .....	12
13.21	Governing law .....	13

14.	Interpretation.....	13
15.	Execution and Delivery of Agreement.....	13

**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 B.

### 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:

<p>SIGNED on the <u>28<sup>th</sup></u> day of <u>MARCH</u>, 20<u>13</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p><u>Tejinder Basi</u> Signature(s)</p> <p><u>Tejinder Basi</u> Print Name(s)</p> <p><u>Partner</u> Print Title(s)</p>	<p>SIGNED on the <u>16</u> day of <u>April</u>, 20<u>13</u>, on behalf of the Province by its duly authorized representative:</p> <p><u>Sandra Carrow</u> Signature</p> <p><u>SANDRA CARROW</u> Print Name</p> <p><u>COO.</u> Print Title</p>
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## **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 it's 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)    Jamie 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.

# Deloitte.

Deloitte & Touche LLP  
2800 - 1055 Dunsmuir Street  
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Vancouver BC V7X 1P4  
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Fax: 778.374.0506  
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Attn: Mr. Kelly Moran  
Executive Director  
Ministry of Health  
3, 1515 Blanshard Street  
Victoria, BC V8W 3C8

Date: March 31, 2013  
Invoice No.: 3277797 revised  
Client/Mendate No.: 695180 - 1000016  
Partner: T. Basl

HST Registration No.: 133245290

## Invoice

Invoice for professional services rendered in connection with Ministry  
Contract #2013-228:

### Program advisory support

- Supported Ministry in the scoping, planning and delivery of Category 1 projects
- Supported Ministry PMO (project tracking, reporting and risk and issue management)
- Reviewed project activities and outputs to assess alignment against recommendations

### Internal/External Reporting

- Supported project close-out process and reporting
- Supported internal Ministry reporting and communications
- Supported Ministry in preparation and delivery of communications to external organizations

### Solution planning, implementation and sustainment support

- Provided input to planning activities for Category 2 and 3 projects
- Provided subject matter expertise on key design elements for Category 2 and 3 projects
- Provided recommendations regarding sustainment considerations to support ongoing operations for activities arising from numerous projects

Our fee \$74,989.89

Total \$74,989.89

HST @ 12% 8,998.79

Amount payable \$83,988.68

# **CONTRACT**

## **2014-029**

# INFORMATION TECHNOLOGY & MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT



<i>For Administrative Purposes Only</i>											
<p><i>Ministry Contract No.:</i> 2014-029</p> <p><i>Requisition No.:</i> _____</p> <p><i>Solicitation No.(if applicable):</i> RFP-MO13-ITP0007/RFQ #SATP-307</p> <p><i>Commodity Code:</i> _____</p> <p><b><i>Contractor Information</i></b></p> <p><i>Supplier Name:</i> Deloitte &amp; Touche LLP</p> <p><i>Supplier No.:</i> _____</p> <p><i>Telephone No.:</i> Office 604-669-4466</p> <p><i>E-mail Address:</i> Don MacPherson <a href="mailto:donmacpherson@deloitte.ca">donmacpherson@deloitte.ca</a></p> <p><i>Website:</i> <a href="http://www.deloitte.ca">www.deloitte.ca</a></p>	<p><b><i>Financial Information</i></b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;"><i>Client:</i></td> <td style="text-align: right;">026</td> </tr> <tr> <td><i>Responsibility Centre:</i></td> <td style="text-align: right;">66074</td> </tr> <tr> <td><i>Service Line:</i></td> <td style="text-align: right;">44005</td> </tr> <tr> <td><i>STOB:</i></td> <td style="text-align: right;">6309/6310</td> </tr> <tr> <td><i>Project:</i></td> <td style="text-align: right;">6600000</td> </tr> </table> <p><b><i>Template version:</i></b> April 1, 2013</p>	<i>Client:</i>	026	<i>Responsibility Centre:</i>	66074	<i>Service Line:</i>	44005	<i>STOB:</i>	6309/6310	<i>Project:</i>	6600000
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## TABLE OF CONTENTS

No.	Heading	Page
1.	Definitions .....	1
1.1	General.....	1
1.2	Meaning of "record" .....	1
2.	Services .....	2
2.1	Provision of services .....	2
2.2	Term .....	2
2.3	Supply of various items.....	2
2.4	Standard of care.....	2
2.5	Standards in relation to persons performing Services .....	2
2.6	Instructions by Province.....	2
2.7	Confirmation of non-written instructions .....	2
2.8	Effectiveness of non-written instructions .....	2
2.9	Applicable Laws .....	2
3.	Payment.....	3
3.1	Fees and expenses .....	3
3.2	Statements of accounts .....	3
3.3	Withholding of amounts .....	3
3.4	Appropriation.....	3
3.5	Currency.....	3
3.6	Non-resident income tax .....	3
3.7	Prohibition against committing money.....	3
3.8	Refunds of taxes .....	4
4.	Representations and Warranties .....	4
5.	Privacy, Security and Confidentiality.....	4
5.1	Privacy .....	4
5.2	Security .....	4
5.3	Confidentiality.....	5
5.4	Public announcements.....	5
5.5	Restrictions on promotion.....	5
6.	Material and Intellectual Property .....	5
6.1	Access to Material .....	5
6.2	Ownership and delivery of Material .....	5
6.3	Matters respecting intellectual property .....	5
6.4	Rights in relation to Incorporated Material .....	6
6.5	Right of Province to negotiate license of Produced Material .....	6
7.	Records and Report .....	6
7.1	Work reporting.....	6
7.2	Time and expense records.....	6
8.	Audit.....	6

9.	<b>Indemnity and Insurance</b> .....	6
9.1	Indemnity.....	6
9.2	Monetary limitations of indemnity.....	6
9.3	Exceptions to monetary limitations.....	7
9.4	Province to notify Contractor of Loss.....	7
9.5	Third-party intellectual property infringement claims.....	7
9.6	Insurance.....	7
9.7	Workers compensation.....	7
9.8	Personal optional protection.....	7
9.9	Evidence of coverage.....	7
10.	<b>Force Majeure</b> .....	8
10.1	Definitions relating to force majeure.....	8
10.2	Consequence of Event of Force Majeure.....	8
10.3	Duties of Affected Party.....	8
11.	<b>Default and Termination</b> .....	8
11.1	Definitions relating to default and termination.....	8
11.2	Province's options on default.....	9
11.3	Delay not a waiver.....	9
11.4	Province's right to terminate other than for default.....	9
11.5	Payment consequences of termination.....	9
11.6	Discharge of liability.....	9
11.7	Notice in relation to Events of Default.....	9
12.	<b>Dispute Resolution</b> .....	10
12.1	Dispute resolution process.....	10
12.2	Location of arbitration or mediation.....	10
12.3	Costs of arbitration or mediation.....	10
13.	<b>Miscellaneous</b> .....	10
13.1	Delivery of notices.....	10
13.2	Change of address or fax number.....	10
13.3	Assignment.....	10
13.4	Subcontracting.....	11
13.5	Waiver.....	11
13.6	Modifications.....	11
13.7	Entire agreement.....	11
13.8	Survival of certain provisions.....	11
13.9	Schedules.....	11
13.10	Independent contractor.....	11
13.11	Personnel not to be employees of Province.....	11
13.12	Key Personnel.....	12
13.13	Pertinent Information.....	12
13.14	Conflict of interest.....	12
13.15	Time.....	12
13.16	Conflicts among provisions.....	12
13.17	Agreement not permit nor fetter.....	12
13.18	Remainder not affected by invalidity.....	12
13.19	Further assurances.....	12
13.20	Additional terms.....	12
13.21	Governing law.....	13

14.	Interpretation .....	13
15.	Execution and Delivery of Agreement .....	13

**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 30<sup>th</sup> day of April, 2013.

BETWEEN:

Deloitte & Touche LLP (the "Contractor") with the following specified address and fax number:

2000 Manulife Place, 10180 – 101 Street  
Edmonton, AB, T5J 4E4 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

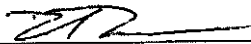

### 14.1 In this Agreement:

- (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:

<p>SIGNED on the <u>10</u> day of <u>May</u>, 20<u>13</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p><u>Don MacPherson</u></p> <p>Print Name(s)</p> <p><u>Partner</u></p> <p>Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20____ on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>LINDSAY KISLACK</u></p> <p>Print Name</p> <p><u>ADM, HSIMIT</u></p> <p>Print Title</p>
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## **Schedule A – Services**

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

The term of this Agreement commences on April 30, 2013 and ends on July 31, 2013.

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

The Contractor will provide support in the development of an Information Governance Model in order to provide clarity regarding accountabilities and decision-making processes related to information across the Ministry.

#### **Outputs**

The Contractor must:

- a) Complete an information governance model to assist the Ministry with moving forward with and ongoing development of its mandate. The documentation may be in the form of an executive summary with the following:
  - i. process flow chart and organizational chart or other documentation formats as may be appropriate to the selected model.
- b) Provide expert advice and input into the development of an Information Governance Model for data management and security ("the model").
- c) Facilitate meetings with senior executive for the development of the model; develop options for the model and lead discussions to achieve consensus based decisions.
- d) Develop and present materials as and when deemed appropriate. This will include status reporting, documentation of decisions, meeting summaries, agenda's and escalation process for decision points whereby consensus cannot be reached.
- e) Assess model options risk and communicate with Ministry senior executive to achieve a shared understanding.
- f) Create process guides and plans to facilitate continuous improvement methodology for the Information Governance Model.

#### **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 the following:

The ministry develops leading perspectives in information governance.

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

### **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.

Not Applicable.

#### **PART 4      KEY PERSONNEL:**

1. The Key Personnel of the Contractor are as follows:
  - (a) Don MacPherson, Partner, Enterprise risk
  - (b) Jameel Ahamed, Senior Manager, Enterprise risk
  - (c) Robert Witcher, Manager
  - (d) Golnaz Elahi, Consultant
  - (e) Alessandra Bresani, Senior Consultant

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, \$100,000.00 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 – 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; and

excluding 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 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

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**

**Not applicable**

#### **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**

**Not Applicable.**

# Data Governance Model

## An Overview

**DRAFT for discussion only**



# Contents

- Data governance definition & guiding principles
- Overview of governance model
- Overview of operational roles

# Definition & guiding principles

# Data governance definition

- The Ministry of Health defines data governance as:

“The framework that promotes roles, responsibilities, processes, standards and policies to ensure the consistent and transparent management, maintenance, and utilization of Ministry data while mitigating risk”

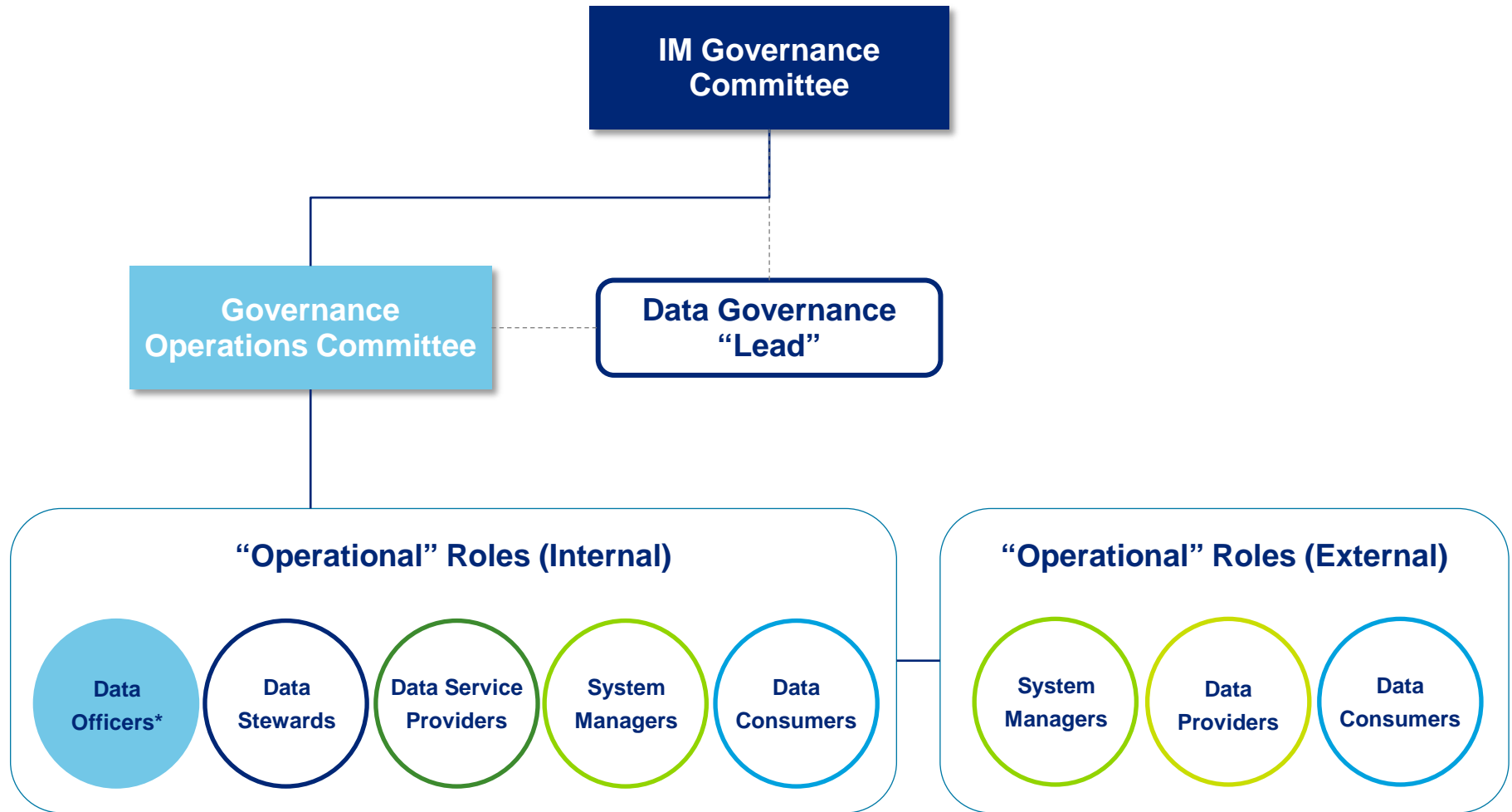
# Data governance principles

The Data Governance principles establish the objectives for the Ministry's Data Governance Framework and will serve to guide decisions and requirements established to operationalize the framework:

<b>Principle 1</b>	The Ministry values and respects data as an asset
<b>Principle 2</b>	Individuals understand their accountabilities for data
<b>Principle 3</b>	The Ministry collects, uses and discloses data for purposes consistent with its mandate and as authorized under applicable legislation
<b>Principle 4</b>	Authorized users can access data in support of the operational and strategic objectives of the Ministry
<b>Principle 5</b>	Decisions concerning data use and disclosure are made and prioritized at the appropriate level based on a transparent, consistent and risk-based decision making process
<b>Principle 6</b>	The Ministry uses and discloses data in the least identifiable format possible to accomplish the intended purpose
<b>Principle 7</b>	The Ministry creates an adaptive, transparent and collaborative environment to support effective information management.
<b>Principle 8</b>	Data quality and consistent processes support timely and effective decision making and reporting

# Governance model

# Data Governance Model



\* Governance Operations Committee will be composed of Divisional Data Officers

# Information Management Governance Committee

## Mandate

**Overall organization responsibility and accountability for Ministry data** with the objectives of overseeing, endorsing and deciding on various aspects of corporate data governance for the Ministry of Health.

This Committee is comprised of the most senior representatives of the Business and IT functions (ADMs) with authority to act on behalf of their respective organizations.

## Responsibilities

- Responsible for setting Ministry direction and strategy in relation to information management and data governance, including the provision of strategic direction in relation to utilizing Ministry data as a corporate asset (with respect to risk mitigation and business enablement);
- Defines data governance strategic priorities;
- Establishes, endorses and reviews the Ministry's data governance policies and standards;
- Is accountable for the Ministry's overall compliance with information management policy and legislation;
- Manages and approves the Ministry's investment in data assets that impact multiple Divisions;
- Allocates Divisional Data Officer resources to the Governance Operations (GO) Committee and to data-related initiatives on a priority basis;
- Provides direction to Governance Operations Committee and Divisional Data Officers, as required;
- Serves as the final decision-making body for escalated Data Governance issues and decisions; and
- Establishes KPIs for measuring and reporting on the management of and compliance with the Data Governance Framework

# Governance Operations Committee

## Mandate

**Operational responsibility for the implementation of the Ministry's DG framework**, including, executive decisions with respect to Ministry data.

**This Committee is comprised of Divisional Data Officers from each division.** Apart from its operational role, it provides recommendations to Executive regarding key DG issues, risks and decisions.

## Responsibilities

- Representing the data interests of respective Divisions in the delivery of the Ministry's strategic and operational objectives
- Defining, prioritizing and operationalizing a portfolio of data-related projects that address strategic priorities set by the IMG Committee
- Raising and resolving key operational data issues and decisions in relation to data terminology, quality, protection, technology and management
- Providing recommendations to the IMG Committee on responsibilities, processes, standards and policies in relation to Ministry data as well as key data governance issues, risks and decisions
- Providing periodic reporting on the project portfolio
- Escalating risks/decisions to the IMG Committee
- Supporting IMG Committee decision-making on escalated issues by preparing decision support material and presenting to the Committee as required
- Periodic reporting to the IMG Committee that addresses data-related KPIs (i.e. quality, training, project progress, DSAs, etc.)

# Data Governance “Lead”

## Mandate

**Typically the most senior individual in the organization with accountability for data governance.** This role can range from a support function for existing decision-making bodies to a formal data governance authority, including accountabilities for data-related functions such as compliance, quality and data architecture.

## Responsibilities

- Supporting the effective implementation of the Data Governance Framework
- Supporting the development of governance policy, standards and processes and ensuring alignment with corporate and/or government policies, standards and processes
- Managing all aspects of day-to-day data governance activities including communications, measurement and reporting
- Reviewing and advising on Executive decisions for data governance initiatives
- Managing the GO Committee project portfolio, the data services help desk and serving as the secretary to the IMG Committee and the GO Committee
- Supporting operational reporting on data governance metrics

# Divisional Data Officers

## Mandate

**Responsible for a Division's interactions with data**, including data issues and decisions in relation to terminology, standards, quality, protection, and lifecycle management (creation through destruction).

## Responsibilities




- Responsible for the Divisions interactions with data, including data issues and decisions in relation to terminology, standards, quality, protection, and lifecycle management (creation through destruction).
- Proactively supports and represents their Division with respect to matters involving data, including:
  - Appropriate use of the data within the division (in accordance with policy and legal requirements)
  - Acting as an escalation point for reporting and resolving data issues and questions
  - Representing the interests of their Divisions at the GO Committee and liaising with other members of the Committee to review and assess common/shared data issues
  - Managing and being accountable for enterprise and division-specific data governance project portfolio
  - Developing implementation plans for the data governance model within their division to address priorities set by IM Governance Committee
  - Report on progress against action plans
- Communication of data governance decisions out to their Divisions, as appropriate.

# Overview of operational roles




# Data governance operational roles

## Roles overview

- The following table provides a high-level overview of the proposed data governance operational roles

Role	Description	Requirements mechanisms
 Data Officers	<b>Data Officers are responsible for the management and oversight of data handling and management within an individual division</b> (See job description in Appendix). Each Division will appoint a Divisional Data Officer. Divisional Data Officers will represent their division on the GO Committee.	<ul style="list-style-type: none"><li>IM Governance Terms of Reference</li><li>Policy</li><li>Job Description</li></ul>
 Data Stewards	<b>Data stewards are accountable for the management of a data repository or data product</b> (i.e. linked data set), including data repositories (e.g. database) and data stores (e.g. LAN). Data Stewards responsibilities include: Access management (i.e. requests/reviews for individual systems/repositories) and ensuring compliance of data set controls with applicable policies (i.e. data security, Information Sharing Agreements, privilege management). Data Stewards responsibilities may be limited to an individual file or extract, which will reduce or eliminate administrative stewardship requirements, and result in only a requirement to protect data in compliance with applicable requirements.	<ul style="list-style-type: none"><li>Policy</li><li>Legislation</li><li>Job Description</li></ul>
 Data Service Providers	<b>Data Service Providers are individuals that are pulling information from a system and providing it to data consumers</b> (whether internal or external to the Ministry). They are required to know their responsibilities with respect to providing data in compliance with the Ministry's policies and standards as well as the Ministry's legislative and contractual obligations. Data Service Providers may have access to one or more data repository or project, as granted by a Data Steward.	<ul style="list-style-type: none"><li>Policy</li><li>Legislation</li><li>Job Description</li></ul>

# Data governance operational roles (cont.)

Role	Description	Requirements mechanisms
 <p><b>System Managers</b></p>	<p><b>System Managers manage the Ministry's systems and technology infrastructure.</b> System managers are responsible for the maintenance of IT infrastructure in compliance with Ministry policy on behalf of one or more division. Examples would include HSIMIT and Maximus.</p>	<ul style="list-style-type: none"> <li>• SLAs</li> <li>• Contracts, ISA</li> <li>• Policy (internal)</li> <li>• Legislation</li> </ul>
 <p><b>Data Consumers</b></p>	<p><b>Data Consumers are the end users of data and can be either internal or external to the Ministry.</b> Data consumers request access to data from Data Stewards, as appropriate; and are responsible for adhering to applicable Ministry data policies and processes. Data consumers are categorized into 3 areas depending on their level of data interaction:</p> <ul style="list-style-type: none"> <li>• <b>Highly facilitated</b> – individuals consume reports, dashboards and other “prepackaged” data</li> <li>• <b>Moderately facilitated</b> – Individuals can generate reports and content based on structured and often predefined report parameters</li> <li>• <b>Raw data</b> – Individuals can directly interact with data and manipulate it, link it and otherwise create value through it in a variety of ways (e.g. economic modeling, analytics, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>• Policy (internal)</li> <li>• Legislation</li> <li>• Contract, ISA</li> <li>• Collective agreements</li> </ul>
 <p><b>Data Providers</b></p>	<p>Data Providers are health care providers and organizations who provide data to the Ministry (e.g. doctors, Health Authorities, CIHI, etc.)</p>	<ul style="list-style-type: none"> <li>• Contracts, ISA</li> <li>• Legislation</li> </ul>

# Deloitte.

# Divisional Data Officer Role

## Population and Public Health



**August 27, 2013**

# Agenda

- Review DDO responsibilities
- Discuss PPH-specific considerations for governance model
- Discuss training requirements
- Next steps

# Divisional Data Officer Responsibilities

# Divisional Data Officers

## Mandate

**Responsible for a Division's interactions with data**, including data issues and decisions in relation to terminology, standards, quality, protection, and lifecycle management (creation through destruction).

## Expectation of Role

- This role would require a significant investment of time from a senior staff person with a detailed understanding of division operations and management of data.
- Time required to fulfill obligations of role will vary by Division depending on amount of data administered and complexity of data use.
- Although the Divisional Data Officer would have overall accountability for data governance, they may delegate data governance activities to other team members, as needed

# Divisional Data Officer – Job Description

## Responsibilities

- Responsible for the Divisions interactions with data, including data issues and decisions in relation to terminology, standards, quality, protection, and lifecycle management (creation through destruction).
- Proactively supports and represents their Division with respect to matters involving data, including:
  - Appropriate use of the data within the division (in accordance with policy and legal requirements)
  - Acting as an escalation point for reporting and resolving data issues and questions
  - Representing the interests of their Divisions at the GO Committee and liaising with other members of the Committee to review and assess common/shared data issues
  - Managing and being accountable for enterprise and division-specific data governance project portfolio
  - Developing implementation plans for the data governance model within their division to address priorities set by IM Governance Committee
  - Report on progress against action plans
- Communication of data governance decisions out to their Divisions, as appropriate.

## Skills and Knowledge

- Problem solving complex data interactions including risk and value impact analysis and prioritization.
- Ability to liaise with technical staff and translate technological data circumstance to business terms.
- Good understanding of data lifecycle and usage within their division, including processes for data origination, processing and controls.

## Measurements

- Attendance and participation in GO Team meetings as reflected in the minutes and communications.
- On time completion of data governance portfolio projects
- Number of data issues for their division that have been analyzed and resolved.
- Satisfaction of division stakeholders being represented measured through quarterly survey and data community testimonials.
- Data governance score card with defined performance metrics for the division.

# Division-specific requirements

Page 159 redacted for the following reason:

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# Key characteristics of the environment

- Data environment:
  - Reliance on PID for some analytics and data extraction activities
  - Majority of information stored locally is aggregate (to be confirmed)
  - There do not appear to be any significant, locally-managed data sets (to be confirmed)

# Considerations for governance model implementation

- The Division requires representation at the GO Committee to ensure:
  - PPH interests, risks and issues are identified and communicated
  - Key data-related decisions address PPH perspectives and priorities
- A Branch-level Data Officer network should be considered, but may not be required given PPH's data environment
- There does not appear to be a need for dataset stewards as there are no identified locally-managed datasets (to be confirmed)

# Training

# Training requirements

- Training will be targeted at DDOs to ensure a consistent level of understanding regarding Data Governance and relevant roles and responsibilities
- Feedback is being sought from all DDOs regarding training requirements and key topics to include

# Key next steps

# Next steps

- Confirm Divisional data governance “team members” based on Divisional requirements
- Delivery of training
- Transition to GO Committee (from ED Working Group)
- Initial focus on Phase 2 project oversight and support
- Working with GO Committee, identify high-priority issues and decisions that require Committee review (and escalation where required)
- Work with PID team to support implementation and ongoing operation of the governance model and related controls

# Deloitte.

WLF 30/65  
LW

# Deloitte.

Deloitte LLP  
Suite 700  
850 - 2nd Street SW  
Calgary AB T2P 0R8

Tel: (403) 207-1700  
Fax: (403) 264-2871  
www.deloitte.ca

Attention: Kelly Moran, Executive Director  
Via Email: Kelly.Moran@gov.bc.ca  
Health Sector IM/IT Division  
BC-Ministry of Health  
5th Floor, 1515 Blanshard Street  
Victoria, BC V8W 3K4

Date: July 11, 2013  
Invoice No: 3374148  
Client No: 685180.1000018  
Client Contact: Don MacPherson  
GST Registration No: 193245290

## Invoice

Interim invoice for professional services rendered in Canada from April 30 to June 28 in connection with Ministry Contract #2014-029:

- Project planning and kick-off
- Information gathering interviews with key Executives and Division representatives
- Development and initial validation of Data Governance definition and guiding principles

• Development and initial validation of key Data Governance roles

SUPPLIER #		SITE	
065136		005	
CAA COMPLETION #		LINE #	
45281		1 = 6879.63	
RESP	SERVICE LINE	STOP	
66074	44005	6309/6310	
PROJECT #		AMOUNT	
6600000		72002.63	
PL & SUB. TOTAL		CLIENT	
66074 - 2014-029-13/14		028	
QUOTA / SERVICES PROVIDED			
TOTAL			
CERTIFIED CORRECT PURSUANT TO VARIOUS 22 & 33 OF THE FINANCIAL ADMINISTRATION ACT & RELATED POLICIES.			
Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.			
MINISTRY SPENDING / CERTIFICATION AUTHORITY SIGNATURE			

Our fees	\$	65,623.00	✓
Out-of-pocket Expenses		6,379.63	✓
This invoice	\$	72,002.63	✓
GST @ 5%		3,600.13	
Amount payable in CAD	\$	75,602.76	

Payable upon receipt to: Deloitte LLP

s.21

# Deloitte.

Deloitte LLP  
Suite 700  
850 - 2nd Street SW  
Calgary AB T2P 0R8  
Tel: (403) 267-1700  
Fax: (403) 284-2871  
www.deloitte.ca

Attention: Kelly Moran, Executive Director  
Via Email: Kelly.Moran@gov.bc.ca  
Health Sector IM/IT Division  
BC-Ministry of Health  
5th Floor, 1515 Blanshard Street  
Victoria, BC V8W 3K4

Date: August 23, 2013  
Invoice No: 3398159  
Client No: 695180.1000010  
Client Contact: Don MacPherson  
GST Registration No.: 133245290

## Invoice

Invoice for professional services rendered in Canada from June 29 to July 31 in connection with Ministry Contract #2014-029:

- Validation of Data Governance definition and guiding principles
- Development and validation of:
  - overall governance model (including key committees and roles and responsibilities)
  - Terms of Reference for Information Management Governance Committee
  - next steps for governance model implementation
- Compilation of project outputs into a Data Governance Handbook to support communication, education and deployment

Our fees \$ 19,415.00  
 Out-of-pocket Expenses \$ ~~7,232.72~~ 7253.23  
 This Invoice \$ ~~26,647.72~~ 26,668.23  
 GST @ 5% 1,332.39

Amount payable in CAD \$ 27,980.11

Payable upon receipt to: Deloitte LLP

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account that remains unpaid for thirty (30) days after the invoice date to the date on which the entire account is paid.

MINISTRY OF HEALTH		SITE		010	
SUPPLIER #		065136		LINE #	
C/S COMMITMENT #		410024		STOP	
RESP		66074		6901	
PROJECT #		6600000		AMOUNT	
PO # / CONTRACT # / UFA #		2014/029-13/14		26,668.23	
GOODS / SERVICES RECEIVED BY:		DATE:		DATE:	
MINISTRY SPENDING / CERTIFICATION AUTHORITY SIGNATURE:		7253.23		6309	
CERTIFIED CORRECT PURSUANT TO SECTIONS 32 & 33 OF THE FINANCIAL ADMINISTRATION ACT & RELATED POLICIES		19415.00		6309	



**BETWEEN:**

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

**AND:**

Deloitte & Touch LLP (the "Contractor") with the following specified address:  
2000 Manulife Place  
10180-101- Street  
Edmonton, Alberta T5J 4E4  
778-374-0506

**BACKGROUND**

- A. The parties entered into an agreement dated for reference May 15, a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The Parties have agreed to modify the Agreement.

**AGREEMENT**

The parties agree as follows:

- 1. The Key Personnel section of Schedule "A" is changed to add  
Jamie Ross – Senior Manager
- 2. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 29 day of May, 2013 on behalf of the Province by its duly authorized representative:

Signature [Signature]

Print Name N. Skoew

SIGNED AND DELIVERED on the 29 day of May, 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 Don MacPherson



**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

**AND:**

DELOITTE & TOUCHE LLP (the "Contractor") with the following specified address:  
2000 Manulife Place  
10180-101 Street  
Edmonton, Alberta T5J 4E4  
778-374-0506

**BACKGROUND**

- A. The parties entered into an agreement dated May 15, 2013 and subsequently modified on May 29, 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. The Term section of Schedule A currently expires July 31, 2013 and is now extended to August 31, 2013 for completion. In all other respects the Agreement is confirmed.
- 2. The Term section of Schedule A is modified to include the following:
  - 2. At the discretion of the Province, the Term may be extended for five (5) successive one (1) month periods.
- 3. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 29<sup>th</sup> day of July, 2013 on behalf of the Province by its duly authorized representative:

Signature [Signature]

Print Name Lindsay Kistock

SIGNED AND DELIVERED on the 25<sup>th</sup> day of July, 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 Don MacPherson

# **CONTRACT**

## **2014-063**

# INFORMATION TECHNOLOGY & MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT



## *For Administrative Purposes Only*

*Ministry Contract No.:* 2014-063

*Requisition No.:* \_\_\_\_\_

*Solicitation No.(if applicable):* NOIHL212

*Commodity Code:* \_\_\_\_\_

### *Contractor Information*

*Supplier Name:* Deloitte & Touche LLP

*Supplier No.:* \_\_\_\_\_

*Telephone No.:* 604-640-3294

*E-mail Address:* [tbasi@deloitte.ca](mailto:tbasi@deloitte.ca)

*Website:* \_\_\_\_\_

### *Financial Information*

*Client:* 026

*Responsibility Centre:* 66074

*Service Line:* 44005

*STOB:* 6309/6310

*Project:* 6600000

*Template version:* April 1, 2013

## TABLE OF CONTENTS

No.	Heading	Page
1.	Definitions .....	1
	1.1 General.....	1
	1.2 Meaning of "record" .....	1
2.	Services .....	2
	2.1 Provision of services .....	2
	2.2 Term .....	2
	2.3 Supply of various items.....	2
	2.4 Standard of care.....	2
	2.5 Standards in relation to persons performing Services .....	2
	2.6 Instructions by Province.....	2
	2.7 Confirmation of non-written instructions .....	2
	2.8 Effectiveness of non-written instructions .....	2
	2.9 Applicable Laws.....	2
3.	Payment.....	3
	3.1 Fees and expenses .....	3
	3.2 Statements of accounts .....	3
	3.3 Withholding of amounts .....	3
	3.4 Appropriation.....	3
	3.5 Currency.....	3
	3.6 Non-resident income tax .....	3
	3.7 Prohibition against committing money.....	3
	3.8 Refunds of taxes .....	4
4.	Representations and Warranties .....	4
5.	Privacy, Security and Confidentiality .....	4
	5.1 Privacy .....	4
	5.2 Security .....	4
	5.3 Confidentiality.....	5
	5.4 Public announcements.....	5
	5.5 Restrictions on promotion.....	5
6.	Material and Intellectual Property .....	5
	6.1 Access to Material .....	5
	6.2 Ownership and delivery of Material .....	5
	6.3 Matters respecting intellectual property .....	5
	6.4 Rights in relation to Incorporated Material .....	6
	6.5 Right of Province to negotiate license of Produced Material .....	6
7.	Records and Report .....	6
	7.1 Work reporting.....	6
	7.2 Time and expense records.....	6
8.	Audit.....	6

9.	Indemnity and Insurance.....	6
9.1	Indemnity .....	6
9.2	Monetary limitations of indemnity .....	6
9.3	Exceptions to monetary limitations .....	7
9.4	Province to notify Contractor of Loss.....	7
9.5	Third-party intellectual property infringement claims.....	7
9.6	Insurance .....	7
9.7	Workers compensation.....	7
9.8	Personal optional protection.....	7
9.9	Evidence of coverage .....	7
10.	Force Majeure.....	8
10.1	Definitions relating to force majeure .....	8
10.2	Consequence of Event of Force Majeure.....	8
10.3	Duties of Affected Party .....	8
11.	Default and Termination .....	8
11.1	Definitions relating to default and termination .....	8
11.2	Province's options on default.....	9
11.3	Delay not a waiver .....	9
11.4	Province's right to terminate other than for default.....	9
11.5	Payment consequences of termination.....	9
11.6	Discharge of liability .....	9
11.7	Notice in relation to Events of Default .....	9
12.	Dispute Resolution .....	10
12.1	Dispute resolution process.....	10
12.2	Location of arbitration or mediation .....	10
12.3	Costs of arbitration or mediation .....	10
13.	Miscellaneous .....	10
13.1	Delivery of notices .....	10
13.2	Change of address or fax number.....	10
13.3	Assignment .....	10
13.4	Subcontracting .....	11
13.5	Waiver.....	11
13.6	Modifications .....	11
13.7	Entire agreement .....	11
13.8	Survival of certain provisions.....	11
13.9	Schedules.....	11
13.10	Independent contractor .....	11
13.11	Personnel not to be employees of Province.....	11
13.12	Key Personnel .....	12
13.13	Pertinent Information .....	12
13.14	Conflict of interest.....	12
13.15	Time .....	12
13.16	Conflicts among provisions .....	12
13.17	Agreement not permit nor fetter.....	12
13.18	Remainder not affected by invalidity .....	12
13.19	Further assurances .....	12
13.20	Additional terms .....	12
13.21	Governing law .....	13

14.	Interpretation .....	13
15.	Execution and Delivery of Agreement .....	13

**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 4<sup>th</sup> day of June, 2013.

BETWEEN:

Deloitte & Touche LLP (the "Contractor") with the following specified address and fax number:  
2800-1055 Dunsmuir Street  
Vancouver, BC V7X 3C8  
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(n) 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

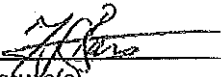

14.1 In this Agreement:

- (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:

<p>SIGNED on the <u>7<sup>th</sup></u> day of <u>JUNE</u>, 20<u>13</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>TERENCE BASSI</u> _____ Print Name(s)</p> <p><u>PARTNER</u> _____ Print Title(s)</p>	<p>SIGNED on the <u>13<sup>th</sup></u> day of <u>June</u>, 20<u>13</u> on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p><u>LINDSAY KIBLOCK</u> _____ Print Name</p> <p><u>ADM, HSLIMIT</u> _____ Print Title</p>
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## Schedule A – Services

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

1. The term of this Agreement commences on June 4, 2013 and ends on October 15, 2013.

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

The Contractor will support the Ministry with interpreting, planning and implementing the Road Map, which was prepared during Phase 1, designed to reduce risk and improve security. The Contractor will provide support for internal and external reporting.

This Phase 2 of the over-all project requires continued focus on emphasizing a Ministry-wide approach ensuring continued risk reduction, while a strategic plan for implementation of the Governance structure and the remaining recommendations are established.

#### **Outputs**

The Contractor must provide:

1. Program Advisory Support: Includes supporting the Security & information Management PMO in the delivery of Category 1 projects:
  - a. Provide input regarding individual project approach to ensure delivery in an efficient and effective manner
  - b. Review and provide direction regarding individual project status, outcomes and deliverables to ensure alignment with original intent and objectives
  - c. Validate deliverables upon completion of projects to ensure objectives have been attained.
2. Internal external reporting: Includes supporting the PMO in project reporting and communications in the following areas:
  - a. Development and validation of category 1 project close out reports.
  - b. Executive reporting and communications
  - c. Support for compliance and risk-management related communications
  - d. Support for external communication
3. Solution planning and design support
  - a. Directed at category 2 and 3 projects – provide specific subject matter expertise to support the development of the approach for these initiatives
  - b. Provide input regarding project scope, approach, related technologies, required skill sets and stakeholder engagement and management related to each of the Category 2 and 3 projects.
4. Implementation Support
  - a. Provide subject matter expertise and advisory resources to support implementation of Category 2 project, particularly in areas of information security, governance and business and process transformation.
5. Sustainment organization and change management support
  - a. Support definition of roles and responsibilities and associated processes aimed at sustainment and continual improvement

Support effective adoption of changes during implementation process.

#### **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:

*The ministry develops a comprehensive and holistic approach to addressing key risks related to security and information management*

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

## 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:

The Key Personnel of the Contractor are as follows:

(a) **Partner:**  
Tejinder Basi  
Albert Yap  
Don Macpherson  
Alan Peretz  
Jamie Sawchuk

(b) **Senior Manager:**  
Alvin Madar  
Tarlok Birdi  
Jamie Ross  
Jacob Kuijpers  
Jameel Ahamed  
Glen Bruce  
David Denov

(c) **Manager**  
Eric Rae  
Rob Witcher  
Naeem Rajabali  
Edwin Yau

(d) **Senior Consultant:**  
Dal Heer  
Santhosh Sankar  
Ryan Mattinson  
Alessandra Bresani  
Som Suresh

Paul Ng  
Golnaz Elahi  
Asima Khokhar  
Carlos Hernandez

Any change to the Key personnel provided by the Contractor will require the prior written approval of the Province and can be in the form of an e-mail

## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$715,000 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.

Partner

Senior Manager

s.21

Manager

Senior Consultant

### 3. EXPENSES:

#### Expenses:

- (a) travel, accommodation and meal expenses for travel greater than 32 kilometers away from 2800-1055 Dunsmuir Street, Vancouver, BC 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 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 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 on each day during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;

- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

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

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

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

Not applicable.

#### Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's 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 B – 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 IGBC:</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.



**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

**AND:**

Deloitte & Touche LLP  
2800-1055 Dunsmuir Street  
Vancouver, BC V7X 3C8  
778 374-0506

**BACKGROUND**

- A. The parties entered into an agreement dated June 13, 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. The Key Personnel section of Schedule A is changed to add the following individuals:

- (b) Senior Manager  
Steven Fung (Snr. Manager)

- (c) Manager  
Romei Alnazer (Manager)

- (d) Senior Consultant  
Terry Yau (Snr. Consultant)

- 2. The Key Personnel section of Schedule A is changed to remove Asima Khokhar from the Senior Consultant list and add the individual to the new Consultant group:

- (e) Consultant  
Asima Khokhar

- 3. The Fees section of Schedule B is changed to add:

- Consultant s.21

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

SIGNED AND DELIVERED on the 30<sup>th</sup> day of July, 2013 on behalf of the Province by its duly authorized representative:

Signature [Signature]

Print Name L KISLOCK

SIGNED AND DELIVERED on the 23<sup>rd</sup> day of July, 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



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

Tel: 604.640.3260  
Fax: 778.374.0506  
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

Date: October 1, 2013  
Invoice No.: 3417173  
Client/Mandate No.: 695180 - 1000022  
Partner: T. Bast

HST Registration No.: 133245290

## Invoice

Interim Invoice for professional services rendered in connection with Ministry  
Contract #2014-063:

Phase 1 (PMO support, project closeout, & reporting), and Phase 2 planning

- Project & PMO support, project closeout and reporting for Phase 1 projects
- Review & rationalization of remaining scope from Phase 1, recommendations from the OIPC and security & privacy best practices to define a set of targeted projects for Phase 2

\$ 74,958.00 ✓

Project 2.2 - Security Model for the Data Environment

- Security model for the HealthIdeas environment which provides secure transfer and anonymization of personal information

29,548.00 ✓

Project 5.5 - Define solution options for access management

- Review and creation of process flow diagrams for current state access management processes

14,330.00 ✓

Project 7.2 - Define a roadmap to mature the logging & monitoring processes

- Threat Use Cases based on the Ministry Threat Landscape, and logging and monitoring requirements

49,948.00 ✓

• Target logging architecture

Project 8.2 - Define security management roles and responsibilities

- Define security management roles and responsibilities to ensure clear accountability for all security aspects associated with the Ministry's technical environment

37,747.50 ✓

Project 10.1 - Develop an information compliance monitoring function

- Scope and mandate for a compliance function, organizational model, and resource requirements

19,878.50 ✓

Project 11.1 - Deloitte advisory support

- Review and feedback on 3.x project charters and work plans
- Rationalization of enhancement opportunities identified in Project 2.1

8,231.00 ✓

MoH led project support

- Weekly meetings with MoH project leads and review of scope and deliverables

33,465.00 ✓

Joint PMO

- Project management for Deloitte & Ministry led projects including reporting, scope, deliverable, status, & issue tracking.

	63,631.00 ✓
Our fee	\$321,737.00 ✓
Expenses (please see attached spreadsheet)	19,294.37 ✓
Total	\$341,031.37 ✓
GST @ 5%	17,051.57
Amount payable	\$358,082.94

s.21

MINISTRY OF HEALTH	
SUPPLIER #	SITE
065136	010
CAS COMMITMENT #	LINE #
45778	1
RESP	SERVICE LINE
66074	44005
PROJECT #	STOS
660000	6309/6310
PO # / CONTRACT # / GFA #	AMOUNT
2014-063	358,082.94
GOODS / SERVICES RECEIVED BY	CLIENT
DATE: 05/13	026
CERTIFIED CORRECT PURSUANT TO SECTIONS 32 & 33 OF THE FINANCIAL ADMINISTRATION ACT & RELATED POLICIES.	
DATE: _____	
MINISTRY SPENDING / CERTIFICATION AUTHORITY SIGNATURE	

MINISTRY OF HEALTH	
SUPPLIER #	SITE
065136	010
CAS COMMITMENT #	LINE #
45778	1
RESP	SERVICE LINE
66074	44005
PROJECT #	STOS
660000	6309/6310
PO # / CONTRACT # / GFA #	AMOUNT
2014-063	358,082.94
GOODS / SERVICES RECEIVED BY	CLIENT
DATE: 05/13	026
CERTIFIED CORRECT PURSUANT TO SECTIONS 32 & 33 OF THE FINANCIAL ADMINISTRATION ACT & RELATED POLICIES.	
DATE: _____	
MINISTRY SPENDING / CERTIFICATION AUTHORITY SIGNATURE	

341,031.37 + GST

66074-2014/063-13/14

Ken Wood

130C 259182.94

# Deloitte.

Deloitte LLP  
2800 - 1055 Denison Street  
4 Bantall Centre  
P.O. Box 49279  
Vancouver BC V7X 1P4  
Canada

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Fax: 778.394.0506  
www.deloitte.ca

Oct 29, 2013  
Page 2

Attn: Ms. Sandra Carroll  
Office of the Chief Operating Officer  
Ministry of Health  
5-3, 1515 Blanchard Street  
Victoria, BC V8W 3C3

Date: November 15, 2013  
Invoice No.: 3443506  
Client/Mandate No.: 695180 - 1000022  
Partner: T. Dast  
HST Registration No.: 133245200

Our fee	\$351,982.00
Expenses (please see attached spreadsheet)	21,919.55
<b>Total</b>	<b>\$373,901.55</b>
GST @ 5%	18,695.07
<b>Amount payable</b>	<b>\$392,596.62</b>

## Invoice

Final invoice for professional services rendered in connection with Ministry Contract #2014-063:

Project 1.2 - Data Governance Phase 2	\$ 70,450.00
• Establish Executive and Operating Committees to drive information governance activities	
Project 2.2 - Security Model for the Data Environment	20,290.00
• Security model for the HealthInfo environment which provides secure transfer and anonymization of personal information	
Project 3.5 - Define solution options for access management	96,176.00
• Review current state of access management and define access management principles and future state solution options for access management enhancements across the Ministry.	
• Target access management solution with multi-year roadmap and estimated costs	
Project 7.2 - Define a roadmap to mature the logging & monitoring processes	20,979.00
• Threat Use Cases based on the Ministry Threat Landscape, and logging and monitoring requirements	
• Target logging architecture with multi-year roadmap and estimated costs	
Project 8.2 - Define security management roles and responsibilities	22,607.00
• Define security management roles and responsibilities to ensure clear accountability for all security aspects associated with the Ministry's technical environment	
Project 10.1 - Develop an information compliance monitoring function	44,045.00
• Scope and mandate for a compliance function, organizational model, and resource requirements	
Project 11.1 - Deloitte advisory support	24,615.00
• Support SAS, PID & IMKS discussions regarding the Secure Access Environment	
Joint PMO	28,112.00
• Project management for Deloitte & Ministry led projects including reporting, scope, deliverable, status, & issue tracking	
MoH led project support	15,708.00
• Weekly meetings with MoH project leads and review of scope and deliverables	

Members are / Members of Deloitte (Doing Business)

14 JUN 24 PM 2:51

MINISTRY OF HEALTH		
SUPPLIER #	SITE	
065136	010	
CAS COMMITMENT #	LINE #	
46436		
RESP	SERVICE LINE	STOP
66074	44005	6309/6310
PROJECT #	AMOUNT	
6600000	373,901.55	
DATE / CONTRACT # / GFA #		CLIENT
66074-2014/063-13/14		026
GOODS / SERVICES RECEIVED BY:		
DATE:		
MINISTRY SPENDING / CERTIFICATION AUTHORITY SIGNATURE		

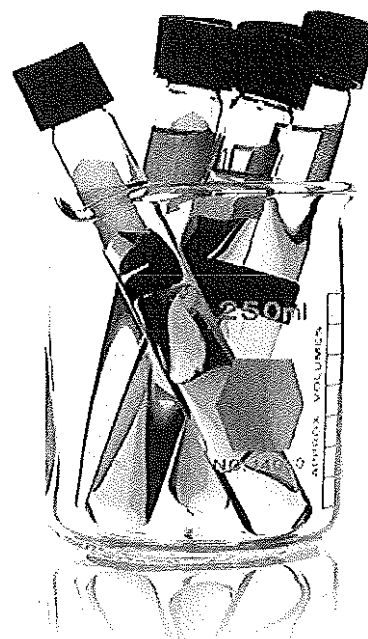
1351,982 + GST  
21,919.55 + GST

HTH-2013-00294 Phase 3  
Page 11

HTH-2013-00294 Phase 4  
Page 211

## Appendix A

### Phase 2 Project Documents



# Table of contents

## Contents

Summary .....	4
Introduction .....	5
Phase 2 Overview .....	5
Contents of this report.....	6
Projects.....	7
1.2 Information Governance Phase 2 Overview .....	8
1.2 Information Governance Phase 2.....	9
Project Deliverables.....	11
2.1.a Implement LAN access changes Overview .....	12
2.1.a Implement LAN access changes .....	13
Project Deliverables.....	15
2.1.b Rationalize enhancement opportunities identified by Divisions Overview.....	16
2.1.b Rationalize enhancement opportunities identified by Divisions .....	17
Project Deliverables.....	19
2.2 Security Model for the Data Environment Overview .....	20
2.2 Security Model for the Data Environment .....	21
Project Deliverables.....	23
4.2 Enhanced Awareness Program Development Overview.....	24
4.2 Enhanced Awareness Program Development .....	25
Project Deliverables.....	28
5.4 Enhance access review process Overview .....	29
5.4 Enhance access review process.....	30
Project Deliverables.....	32
5.5 Define solution options for access management Overview .....	33
5.5 Define solution options for access management .....	34
Project Deliverables.....	36

5.6 Enhance access control policies across the Ministry Overview .....	37
5.6 Enhance access control policies across the Ministry .....	38
Project Deliverables.....	40
6.3 Data Sharing Agreements Process Standardization Overview .....	41
6.3 Data Sharing Agreements Process Standardization.....	42
Project Deliverables.....	45
7.1.a. Service provider logging requirements review Overview.....	50
7.1.a. Service provider logging requirements review .....	51
Project Deliverables.....	53
7.2 Define a roadmap to mature the logging & monitoring processes Overview .....	54
7.2 Define a roadmap to mature the logging & monitoring processes .....	55
Project Deliverables.....	57
8.2 Security Program – Organization and Responsibilities Gap Assessment Overview.....	58
8.2 Security Program – Organization and Responsibilities Gap Assessment .....	59
Project Deliverables.....	61
9.1. Develop a ministry privacy policy Overview.....	62
9.1. Develop a ministry privacy policy .....	63
Project Deliverables.....	66
10.1 Develop an information compliance monitoring function Overview .....	67
10.1 Develop an information compliance monitoring function .....	68
Project Deliverables.....	70
Project Management .....	71
Dashboard.....	73
Issue log.....	74
Appendix A – Detailed Project Work Plans .....	86
1.2 Information Governance Phase 2 .....	86
2.1.a. Implement LAN access changes .....	88
2.1.b. Rationalize enhancement opportunities identified by Divisions.....	89
2.2 Security Model for the Data Environment.....	89
4.2 Enhanced Awareness Program Development.....	90
5.5 Define solution options for access management.....	94
5.6 Enhance access control policies across the Ministry .....	95
6.3 Data Sharing Agreements Process Standardization .....	96

7.1.a. Service provider logging requirements review.....	97
7.2 Define a roadmap to mature the logging & monitoring processes .....	98
8.2 Security Program – Organization and Responsibilities Gap Assessment.....	100
9.1. Develop a ministry privacy policy.....	101
10.1 Develop an information compliance monitoring function.....	104

# Summary

## Introduction

This document provides an overview of the projects completed under Phase 2 of the Information Security and Management Project. Phase 1 of this project was delivered between March and May, 2013 and Phase 2 was initiated in July and completed on October 15, 2013. The purpose of this document is to provide an overview of the background for this project, provide a summary of the objectives of Phase 2, and to provide a single point of reference for all materials delivered as a result of the projects completed as part of this Phase.

## Phase 2 Overview

In September, 2012 the Ministry engaged Deloitte to support the development of a roadmap to enhance data management practices, specifically regarding security and privacy. The purpose of this project was to highlight opportunities to enhance data management across the Ministry, focusing on the security and privacy of health information, and to build these opportunities into a roadmap. The roadmap was completed in February, 2013 and included 28 projects that were categorized into 10 themes. The projects were staged into Phases. Phase 1 (March – May, 2013) focused on high-priority, short-duration projects and Phase 2, on longer-term initiatives.

Specifically, Phase 2 focused on longer-term remediation initiatives, process enhancements and the evaluation and recommendation of design options for specific technical solutions to support enhanced security and privacy controls. This phase included 17 projects, some of which were led by Deloitte, and some by the Ministry (see Table 1 below). To support consistency and alignment, all projects were managed through a central Project Management Office and status was reported weekly to the Project Director (Kelly Moran) and to the ADM Steering Committee (Lindsay Kislock, Barbara Walman and Heather Davidson)

Table 1 - Summary of projects, by phase

#	Theme	Projects	Phase 1	Phase 2	Lead
1	Information Governance	1.1 Foundational Information Governance Model	✓		Deloitte
		1.2 Information Governance Model Pilot and Deployment		✓	Deloitte
2	Data Management	2.1 Sensitive information inventory and cleanup	✓		MOH
		2.1.a Implement LAN access changes		✓	MOH
		2.1.b Rationalize enhancement opportunities identified by Divisions		✓	MOH
		2.2 Security Model for the Data Environment		✓	Deloitte
3	Transition Condor Environment	3.1 Risk Mitigation Activities	✓		MOH
		3.2 Transition Condor environment		✓	MOH
		3.3 Web Application Environment Design, Implementation & Transition		✓	MOH
		3.4 SAS Enterprise Environment Design, Implementation & Transition Plan		✓	MOH
4	Education & Awareness Program	4.1 Foundational Training for Staff & Supervisors	✓		MOH
		4.2 Enhanced Education & Awareness Program		✓	MOH
5	Access Management & Administration	5.1 Pilot enhanced access control procedures on HSIMIT managed systems	✓		MOH
		5.2 Enhance transfers process	✓		MOH
		5.3 Enhance terminations process	✓		MOH
		5.4 Enhance access review process		✓	MOH
		5.5 Define solution options for access management		✓	Deloitte
		5.6 Enhance access control policies across the		✓	MOH

		Ministry			
6	Inventory of existing agreements	6.1	✓	MOH	
	Data Sharing Agreements Process Standardization	6.3	✓	MOH	
7	Enhance existing logging capabilities	7.1	✓	MOH	
	Service provider logging requirements review	7.1.a	✓	MOH	
	Define a roadmap to mature logging & monitoring processes	7.2	✓	Deloitte	
8	Rationalize results from review activities and address enhancement opportunities	8.1	✓	MOH	
	Security Program – Organization and Responsibilities Assessment	8.2	✓	Deloitte	
9	Develop a ministry privacy policy	9.1	✓	MOH	
	Enhance Guidance Materials for Key Ministry-Specific Topics	9.2	✓	MOH	
10	Develop a compliance monitoring function	10.1	✓	Deloitte	

## Contents of this report

This report is designed to capture all deliverables created as part of Phase 2 projects, as well as the key project management artefacts from the PMO. For each project, the report contains:

1. A project overview, including:
  - a) Objectives
  - b) Project Lead
  - c) Scope
  - d) Major tasks
  - e) Project stakeholders and validation dates
  - f) PMO Validation dates
  - g) Outcomes achieved
  - h) Sustainment considerations
2. Project deliverables – for each project, this section includes a table that describes each deliverable and includes hyperlinks to the actual documents created.

As a reference for the PMO and project management-related activities, the project tracking dashboard and issue log are also included. Finally, the detailed project plans for each of the projects are included in Appendix A.

# Projects

## 1.2 Information Governance Phase 2 Overview






## 1.2 Information Governance Phase 2

<b>Objectives</b>	The purpose of Phase 2 of this project was to support the implementation of the Ministry's data governance model. This included supporting the creation of divisional Data Officer teams, developing and delivering Data Officer onboarding material (to provide all Data Officers with a consistent level of awareness to support them in meeting their responsibilities), and supporting the launch of the Information Management Governance Committee and the Governance Operations Committee.
<b>Project Lead</b>	▪ Jamie Ross
<b>Scope</b>	▪ Ministry wide
<b>Summary of Key Project Activities</b>	<ul style="list-style-type: none"> <li>▪ Supported creation of Divisional Data Officer Teams through evaluation of each Division's specific requirements and one-on-one meetings with Data Officers</li> <li>▪ Developed and deliver onboarding material focusing on key reference material and operational priorities for Data Officers</li> <li>▪ Supported launch of GO Committee and IMG Committee</li> <li>▪ Supported key GO and IMG meetings</li> </ul> <p><i>Please refer to Appendix 1 for detailed project workplan</i></p>
<b>Stakeholder Validation</b>	<ul style="list-style-type: none"> <li>▪ ADM IM Governance Committee (July 29, 2013)</li> <li>▪ Data Officers (July 30, 2013)</li> <li>▪ Data Officer Onboarding (October 30, 2013)</li> </ul>
<b>PMO Validation</b>	▪ Kelly Moran, Shirley Wong and Catherine Minvielle (validated prior to each of the Stakeholder meetings described above)
<b>Project Outputs/ Outcomes</b>	<ul style="list-style-type: none"> <li>▪ Data governance framework (framework, roles &amp; responsibilities, processes, roadmap)</li> <li>▪ Validated Information Management Committee Terms of Reference</li> <li>▪ Data Governance Handbook</li> <li>▪ Individual Data Officer meetings held and Divisional planning initiated</li> <li>▪ Data Officer onboarding material created and session delivered</li> </ul>
<b>Sustainment Considerations</b>	<ul style="list-style-type: none"> <li>▪ Sufficient resourcing of the office of the Data Governance Lead is required to ensure key processes related to the framework are supported (meeting planning and preparation, issue assessment and resolution process, etc.)</li> <li>▪ Divisional support (via the members of the IM Governance Committee, Data Officers and their respective delegates) will be required to ensure the model is fully operationalized</li> </ul>

## 1.2 Information Governance Phase 2 Deliverables

## Project Deliverables

The following table provides a summary of the deliverables that were created as part of this project:

Deliverable	Description	Item
Data governance framework	Provides an overview of the framework including data governance definition and guiding principles and key roles and responsibilities.	 BC MOH - Data Governance Framework
Data Governance Handbook	Provides a detailed description of the data governance framework. This includes the data governance definition, guiding principles, roles and responsibilities, key processes, deployment considerations and the IMG Committee Terms of Reference.	 DRAFT - MOH Data Governance Handbook
Issue Assessment Process	Process flow diagram outlining the identification, assessment and resolution for data related issues.	 BC MOH - Issue Assessment Process (
Individual Data Officer Presentations	Division-specific presentations to support divisional planning for Data Officers and their teams.	 DDO Decks.zip
Data Officer Onboarding Material	Reference material to support an onboarding session for all Data Officers.	 BC MOH - Data Governance_Onboard

## 2.1.a Implement LAN access changes Overview



## 2.1.a Implement LAN access changes

<b>Objectives</b>	Update access rights to enhance control over sensitive information based on the access reviews of LAN folders performed by each division in Project 2.1,
<b>Project Lead</b>	▪ Sean Gannon
<b>Scope</b>	▪ Ministry wide
<b>Summary of Key Project Activities</b>	<ul style="list-style-type: none"> <li>▪ Obtained LAN access review information sheets prepared in Project 2.1</li> <li>▪ Piloted "LAN access change process" for Health Link by sending list of LAN access changes to Authentication Services team for review and implementation.</li> <li>▪ Drafted an implementation plan for other program areas through collaboration with branch/division representative and Authentication Services team.</li> <li>▪ Communicated implementation plan with divisional contacts and Authentication Services</li> <li>▪ Coordinated with the branch/division representatives to review and identify "high-priority" users, (i.e. people who are no longer in the Division) in order to have access to the division's LAN removed by September 30th, 2013.</li> <li>▪ Ensured LAN decommissioning and/or LAN access change requests were provided to Authentication Services team by each division to process requested changes.</li> <li>▪ Facilitated and monitored implementation progress</li> <li>▪ Prepared final report outlining achieved results</li> </ul> <p><i>Please refer to Appendix 1 for detailed project workplan</i></p>
<b>Stakeholder Validation</b>	<ul style="list-style-type: none"> <li>▪ HAD: Soji Bryant &amp; Jordan Will (Aug 8, 2013)</li> <li>▪ PID: Dave Brar, Dave Ford &amp; Tim Jepp (Aug 28, 2013)</li> <li>▪ FCS: Stephen Smith (Sep 12, 2013)</li> <li>▪ PPH/PHO: Kim Reimer (Sep 6, 2013)</li> <li>▪ MSD: Jeremy Higgs (Aug 1, 2013)</li> <li>▪ PSD: Christine Voggenreiter &amp; Charlotte Elagab (Sep 3, 2013)</li> <li>▪ HSIMIT CMO: Don Stewart &amp; Andrew Elderfield (Sep 5, 2013)</li> <li>▪ HSIMIT BMO: Janet Lucas (Sep 6, 2013)</li> <li>▪ HSIMIT SPB: Leila Ball (Sep 6, 2013)</li> <li>▪ HSIMIT HITS: June Allin (Aug 19, 2013)</li> <li>▪ HSIMIT HLBC: Sean Gannon (Jul 30, 2013)</li> <li>▪ HSIMIT VSA: Suzanna Jennings (Sep 11, 2013)</li> <li>▪ HSIMIT IMKS: Shirley Wong, Stephen Braniff &amp; Brandie Frawley (Sep 23, 2013)</li> <li>▪ HSIMIT HIPSL: Deb McGinnis (Sep 6, 2013)</li> </ul>
<b>PMO Validation</b>	▪ Kelly Moran & Catherine Minvielle (Sep 25, 2013)
<b>Project Outputs/ Outcomes</b>	▪ Reduced inappropriate access to Ministry LAN folders and the data contained within them.
<b>Sustainment Considerations</b>	▪ Perform periodic reviews (at least yearly) of access to all LAN drives

## 2.1 a) Implement LAN access changes/Deliverables

## Project Deliverables

The following table provides a summary of the deliverables that were created as part of this project:

Deliverable	Description	Item
Data Management projects - Phase 2 - Project 2.1.a LAN access removals.msg	Sample of the e-mail sent to all Division representatives requesting LAN access review and list of individuals whose access need to be changed.	 RE Data Management projects
2 1 a LAN status updates.xls	Project tracker listing all divisions and branches, their corresponding representatives, the completion status of LAN access review, and implementation of changes.	Deliverable not finalized as of Oct 15, 2013. Working version:  2 1 a LAN status updates Oct 22 2013.

## **2.1.b Rationalize enhancement opportunities identified by Divisions Overview**



## 2.1.b Rationalize enhancement opportunities identified by Divisions

<b>Objectives</b>	Based on the enhancement opportunities identified by each division in Project 2.1, support the divisions in rationalizing the list, identifying appropriate remediation, and implementing identified enhancement opportunities.
<b>Project Lead</b>	<ul style="list-style-type: none"> <li>▪ Denis Drouin</li> <li>▪ Sean Gannon</li> </ul>
<b>Scope</b>	<ul style="list-style-type: none"> <li>▪ Ministry wide</li> </ul>
<b>Summary of Key Project Tasks</b>	<p>Based on following 6 general security principles, an initial list of prioritized enhancement opportunities was drafted through information collected from all MOH divisions</p> <ol style="list-style-type: none"> <li>1. Sensitive and personally identifiable data: <ul style="list-style-type: none"> <li>▪ Must be classified</li> <li>▪ Must only be shared on "need to know" and "least privilege" basis</li> <li>▪ Must be encrypted to government standards</li> <li>▪ Must not be transmitted by fax</li> <li>▪ Should remain on secure government storage in the ministry</li> </ul> </li> <li>2. Individuals handling the sensitive and personally identifiable data must secure it when it is not being used</li> <li>3. Using good workplace security practices, such as locking workstations/laptops when not being used</li> <li>4. Ensuring that appropriate accountabilities, agreements, assessments and documented data handling practices are used before accessing or using the sensitive and personally identifiable data</li> <li>5. Periodically reviewing access to the sensitive and personally identifiable data regardless of where it is stored</li> <li>6. Individuals being aware of their obligations, as described in the government's Standards of Conduct, Core Policy, and government Information Security Policies and Standards</li> </ol> <ul style="list-style-type: none"> <li>▪ Met with program area divisional contacts listed below to clarify/discuss their identified enhancement opportunities and generate ideas on mitigation strategy</li> <li>▪ Based on earlier dialogue and discussion, drafted mitigation strategy work plan for each identified enhancement opportunity</li> <li>▪ Communicated the work plan for each identified mitigation strategy across divisions</li> <li>▪ Facilitated and monitored progress</li> <li>▪ Prepared final report outlining achieved results</li> </ul> <p><i>Please refer to Appendix 1 for detailed project workplan</i></p>
<b>Stakeholder Validation</b>	<ul style="list-style-type: none"> <li>▪ HAD: Soji Bryant &amp; Jordan Will (Sep 13, 2013)</li> <li>▪ FCS: Stephen Smith, Janice Saxby &amp; Rita King (Sep 21, 2013)</li> <li>▪ MSD: Jeremy Higgs, Sharlene Drewniak, Christine Hume &amp; Monica Marcos (Oct 17, 2013)</li> <li>▪ PSD: Christine Voggenreiter, Charlotte Elagab &amp; Derek Tryan (Oct 1, 2013)</li> </ul>
<b>PMO Validation</b>	<ul style="list-style-type: none"> <li>▪ Kelly Moran &amp; Catherine Minvielle (Oct 23, 2013)</li> </ul>
<b>Project Outputs/Outcomes</b>	<ul style="list-style-type: none"> <li>▪ Increased awareness of, and compliance with, general security principles</li> <li>▪ Remediation of select information protection gaps</li> </ul>
<b>Sustainment Considerations</b>	<ul style="list-style-type: none"> <li>▪ Implemented enhancements are communicated and followed by the staff</li> <li>▪ Ongoing self-assessment and remediation coordinated by Data Officers and their teams</li> </ul>

### 3.1.6 Rationale for enhancement opportunities identified by Divisions Deliverables

## Project Deliverables

The following table provides a summary of the deliverables that were created as part of this project:

Deliverable	Description	Item
List of identified enhancement opportunities	List of identified enhancement opportunities by division from Project 2.1.	 MoH Phase 2 P2.1b Identified Enhanc Op
2.1b Enhancement Opportunity status updates	Project tracker for engagement with Divisions regarding the enhancement opportunities.	 P2.1b Enhancement Opportunity status up

## 2.2 Security Model for the Data Environment Overview



## 2.2 Security Model for the Data Environment

<b>Objectives</b>	Provide input regarding technical information security options in support of existing efforts to implement a Secure Access Environment (SAE) within the Ministry.
<b>Project Lead</b>	▪ Tarlok Birdi
<b>Scope</b>	▪ Secure Access Environment (planned)
<b>Summary of Key Project Activities</b>	<ul style="list-style-type: none"> <li>▪ Confirmed and validated a clearer understanding of the objectives of the SAE in consultation with the Ministry business and technical stakeholders.</li> <li>▪ Developed a representation of the current Ministry data environment using an industry standards-based Data Component Architecture.</li> <li>▪ Validated the Data Component Architecture with the business and technical stakeholders mentioned below.</li> <li>▪ Mapped the Data Component Architecture to the OCIO Network Zones, and validated with stakeholders.</li> <li>▪ Identified the security functions and technology requirements for the SAE using industry standard frameworks</li> <li>▪ Mapped the security functions and technology requirements against the products and services provided by SSBC to identify which Government solutions were available and could be leveraged by the Ministry</li> <li>▪ Developed a security model for target data environment</li> <li>▪ Reviewed and documented additional security considerations for each core component of the SAE</li> <li>▪ Conducted workshop to validate target security model</li> </ul> <p><i>Please refer to Appendix 1 for detailed project workplan</i></p>
<b>Stakeholder Validation</b>	<ul style="list-style-type: none"> <li>▪ Shirley Wong (July 23, 2013)</li> <li>▪ Gord Stodola (July 30, 2013)</li> <li>▪ Steven Braniff (July 23, 2013)</li> <li>▪ HIPSL: Ken Madden and Bonnie Bayea (July 17, 2013)</li> <li>▪ Division data environment SMEs: <ul style="list-style-type: none"> <li>○ Enterprise Architecture (July 23, 2013)</li> <li>○ Health IT Strategy: Rick Connolly (July 23, 2013)</li> <li>○ Corporate Management &amp; Operations: Darcy Goodwin &amp; Don Stewart (July 23, 2013)</li> </ul> </li> <li>▪ Martin Townson (July 30, 2013)</li> </ul>
<b>PMO Validation</b>	▪ Kelly Moran & Catherine Minvielle (Sep 24, 2013)
<b>Project Outputs/Outcomes</b>	▪ Proposed security model for the SAE, including key functions, architecture options, implementation options and preliminary cost estimates
<b>Sustainment Considerations</b>	<ul style="list-style-type: none"> <li>▪ In order to enable the design and implementation of a functioning SAE, a project is required to engage with key stakeholders across the Ministry in order to identify and document business requirements for the environment</li> <li>▪ Once these requirements are defined and validated the security design can be validated and detailed design can be completed</li> </ul>

## 2.2 Security Model for the Data Environment Deliverables

## Project Deliverables

The following table provides a summary of the deliverables that were created as part of this project:

Deliverable	Description	Item
Project summary PowerPoint deck	PowerPoint presentation outlining the objectives, assessment, findings, future considerations, and next steps for implementing a Secure Access Environment	 Project 2.2 - SAE Security Model - FINA
MOH Data Architecture Components	Diagrams in "Summary View" and "Detailed View" outlining MOH wide current state data environment broken down by stakeholders, data access points, product domain, analytics, data domain, data integration and data contributors.	 2.2 MoH Data Architecture Compon

## 4.2 Enhanced Awareness Program Development Overview

## 4.2 Enhanced Awareness Program Development

<b>Objectives</b>	Develop, implement, and sustain MoH-specific information management security and privacy education and awareness program that is tailored to the needs of divisions and specific roles, and is mandatory, ongoing & updated and reinforced with periodic sign-off by employees.
<b>Project Lead</b>	<ul style="list-style-type: none"> <li>▪ Heather Dunlop</li> <li>▪ Chris Reimer</li> </ul>
<b>Scope</b>	<ul style="list-style-type: none"> <li>▪ Ministry wide</li> </ul>
<b>Summary of Key Project Activities</b>	<p>Created framework for the development, implementation and sustainment of the Program by completing the following:</p> <ul style="list-style-type: none"> <li>○ Future state analysis based on research best practices and benchmarking against other jurisdictions</li> <li>○ Requirements analysis</li> <li>○ Current state assessment based on IMKS, HIPSL, and OCIO's current education materials</li> <li>○ Sustainment considerations including budgetary and resource requirements</li> <li>○ Framework development and validation with IM Governance Committee</li> <li>▪ Developed foundational <b>e-module # 1</b> for all Ministry staff including the following: <ul style="list-style-type: none"> <li>○ Content, based on training session from project 4.1, for a 30 minute online foundational training module for non-management Ministry staff</li> <li>○ Refresh cycle development and validation</li> <li>○ Delivery mechanisms by co-ordination with ODE, PSA and 3E contractor to address the logistics of uploading module to the Learning Centre website</li> <li>○ Accountability framework development and validation</li> <li>○ Compliance measures development and validation</li> </ul> </li> <li>▪ Developed role-specific <b>module for 'Data Officers'</b> including: <ul style="list-style-type: none"> <li>○ Content development</li> <li>○ Education delivery</li> <li>○ Sustainment plan outlining the resource requirement</li> </ul> </li> <li>▪ Developed <b>Contractor Education e-Module # 2</b> including <ul style="list-style-type: none"> <li>○ MOH specific content development</li> <li>○ Refresh cycle development</li> <li>○ Delivery mechanism placement</li> <li>○ Target user groups identification through coordination with Contract Management Office</li> <li>○ Roles and responsibilities Accountability Framework development and validation</li> <li>○ Compliance measures development and validation</li> </ul> </li> <li>▪ Drafted and implemented <b>Communications Plan</b> for the implementation of eModules 1 and 2, and 'Data Officers' module. To include: <ul style="list-style-type: none"> <li>○ Communication of the accountability framework to management</li> <li>○ Communication of mandatory training to all staff</li> <li>○ Introduction of overall (future state) Program</li> </ul> </li> </ul> <p><i>Please refer to Appendix 1 for detailed project workplan</i></p>
<b>Stakeholder Validation</b>	<ul style="list-style-type: none"> <li>▪ <b>For Mandatory eModule (Apr 22, 2013)</b> <ul style="list-style-type: none"> <li>○ Education Working Group (4 staff from HIPSL; 1 from IMKS; 1 from HLBC)</li> <li>○ A Sample of 20 MoH staff for testing</li> <li>○ HLBC Management Team for HLBC-specific education modules</li> <li>○ One staff member from the Learning Centre for technical validation</li> <li>○ All HIPSL staff for final technical validation and content testing</li> </ul> </li> <li>▪ <b>For Accountability Framework (Sep 12, 2013)</b> <ul style="list-style-type: none"> <li>○ People and Workplace Initiatives (Dale Samsonoff, Exec Director; Shyla Dutt, Manager)</li> <li>○ HLBC Management Team</li> <li>○ Wayman Yee (Analyst, HIPSL) and Denis Drouin (Manager, HIPSL)</li> </ul> </li> <li>▪ <b>For Communications Plan and Materials (Sep 11, 2013)</b> <ul style="list-style-type: none"> <li>○ People and Workplace Initiatives (Internal Communications unit – Eddy Plasentin, Manager; Andrea Moir, Communications Coordinator; Kelsey Ewart, Multimedia Specialist)</li> <li>○ HLBC (Regan Thexton, Communications Officer)</li> </ul> </li> <li>▪ <b>Comprehensive Education Framework (Oct 21, 2013)</b> <ul style="list-style-type: none"> <li>○ Deb McGinnis (Chief Privacy Officer/ED, HIPSL)</li> </ul> </li> </ul>

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	<ul style="list-style-type: none"> <li>○ Ken Madden (Director, HIPSL)</li> <li>○ IM Governance Council (Nov 18, 2013)</li> </ul>
	▪ <b>For Contractor eModule (Sep 12, 2013)</b>
	<ul style="list-style-type: none"> <li>○ Developed by OCIO</li> </ul>
	▪ <b>For Data Officer Education Module (Sep 30, 2013)</b>
	<ul style="list-style-type: none"> <li>○ Developed by Deloitte</li> </ul>

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<b>PMO Validation</b>	▪ Kelly Moran & Catherine Minvielle (Oct 27, 2013)
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<b>Project Outcomes/Outputs</b>	<ul style="list-style-type: none"> <li>▪ Education Program Framework which includes accountability for regular refresh &amp; sustainment</li> <li>▪ Development of eModule #1 - Foundational security &amp; privacy training</li> <li>▪ Development of eModule #2 - Content ISAs, PIAs &amp; STRAs</li> <li>▪ Development of supporting processes: delivery mechanisms (on-boarding and annual refresh), tracking, reporting and compliance monitoring.</li> <li>▪ Development of Content for role-specific module for 'Data Officers'.</li> <li>▪ Communications Plan for the implementation of eModule #1</li> <li>▪ Foundational training module communicated to all staff and completion required by Nov 8.</li> </ul>
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<b>Sustainment Considerations</b>	▪ Ongoing development of new tailored content for specific roles, refreshing of existing materials and delivery of Education & Awareness program to all employees.
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## 4.2 Enhanced Awareness Program Development Deliverables

## Project Deliverables

The following table provides a summary of the deliverables that were created as part of this project:

Deliverable	Description	Item
<b>Education Awareness Deliverables</b>		
Mandatory eModule	Content of the training module mandatory for all MoH staff to take annually	Deliverable not finalized as of Oct 15, 2013. IMPrivacySecurity.companion-manual
Accountability Framework	Document for the tracking, reporting and compliance monitoring of Mandatory eModule	Deliverable not finalized as of Oct 15, 2013. 4.2 Accountability Framework V0.x
Comprehensive Education Framework	Framework (approved by IM Gov Council) for the development, implementation and sustainment of the new Education Program	Deliverable not finalized as of Oct 15, 2013. Education Awareness Program Framework v0.x  Education Awareness Program Framework Summary v0.xx
Contractor eModule	Content of the training module mandatory for all contractors to take. Materials developed by OCIO (no role for HIPSL in development, launch or compliance monitoring)	Deliverable not finalized as of Oct 15, 2013.
Data Officer Education Module	Content of training materials developed by Deloitte with support from HIPSL to facilitate Data Officers training.	Deliverable not finalized as of Oct 15, 2013.
<b>Communications Plan and Materials</b>		
4.2 and 9.1 Communications Plan	Formal communication plan for the launch of Mandatory eModule, and Privacy Policy outlining the background, objectives, audiences, strategy, timelines, key messages, and evaluation measures of the plan.	Deliverable not finalized as of Oct 15, 2013.
FAQ's List	List of frequently asked questions regarding health information protections program	Deliverable not finalized as of Oct 15, 2013. FAQs -- FINAL
Health e-Place Page	Sample of write-up regarding information protection program to be posted on webpage to facilitate awareness	Deliverable not finalized as of Oct 15, 2013. Health ePlace Page_FINAL
Launch E-mail from DM	Text of e-mail to be sent to all staff from DM announcing launch of the program	Deliverable not finalized as of Oct 15, 2013. Launch Email from the DM_FINAL
Launch E-mail to HLBC	Text of e-mail to be sent to HLBC staff announcing launch of the program	Deliverable not finalized as of Oct 15, 2013. Launch Email to HLBC_FINAL
Policy Acknowledgement E-mail	Text of the e-mail to be sent to all staff to get acknowledgement of the Information Privacy Policy for the HIP Program	Deliverable not finalized as of Oct 15, 2013. Policy Acknowledgement Email_FINAL
Weekly Digest	Sample text of the information that will be sent to all ministry staff through the weekly digest	Deliverable not finalized as of Oct 15, 2013. Weekly Digest blurb_FINAL

## 5.4 Enhance access review process Overview









## 5.4 Enhance access review process

<b>Objectives</b>	Develop, document and implement a regularly-scheduled access review process by the Data Officers for systems and data sets that are managed by IMKS and contain personal health information or other sensitive information.
<b>Project Lead</b>	▪ Martin Townson
<b>Scope</b>	▪ IMKS-managed systems
<b>Major Project Tasks</b>	<ul style="list-style-type: none"> <li>▪ Identified IMK- managed data and data owners (Data Officers) to be included in review process</li> <li>▪ Identified tools for generating lists of users with access to PI data</li> <li>▪ Developed a review schedule for each database (i.e. quarterly, bi-annually)</li> <li>▪ Developed process documentation for Data Services Access Management (DSAM) group</li> <li>▪ Developed email templates to be used when sending out lists to Data Officers for access review</li> <li>▪ Performed October Access Reviews</li> <li>▪ Formulated a communications plan outlining the following: <ul style="list-style-type: none"> <li>○ The DSAM annual review schedule for HSMIT managed datasets</li> <li>○ The use of Weekly Ministry Bulletin to promote access review activity to ministry staff</li> </ul> </li> <li>▪ Finalized plan to create and circulate a list of data users, on ongoing basis based on review schedule, that would inform program areas of those who have access to specific datasets</li> </ul> <p><i>Please refer to Appendix 1 for detailed project workplan</i></p>
<b>Stakeholder Validation</b>	<ul style="list-style-type: none"> <li>▪ DSAM team (Aug 25, 2013)</li> <li>▪ Shirley Wong (July 25, 2013)</li> <li>▪ Governance Operations (Sep 20, 2013) <ul style="list-style-type: none"> <li>○ Carolyn Bell</li> <li>○ Tom Gregory</li> <li>○ Ross Hayward</li> <li>○ Jeremy Higgs</li> <li>○ Kelly Moran</li> <li>○ Maria Perri</li> <li>○ Christine Voggenreiter</li> <li>○ Deb McGinnis</li> <li>○ Mike Pennock</li> <li>○ Catherine Minvielle</li> </ul> </li> <li>▪ Data Management &amp; Security Project Working Group (Sep 25, 2013) <ul style="list-style-type: none"> <li>○ Teri Collins</li> <li>○ David Fairbotham</li> <li>○ Mitch Morneo</li> <li>○ Jack Shewchuck</li> <li>○ Stephen Smith</li> <li>○ Glynis Soper</li> <li>○ Kate Moyer</li> <li>○ Jordan Will</li> <li>○ Soji Bryant</li> <li>○ William Yang</li> <li>○ Jackie Morrison</li> <li>○ Belinda Jeckling</li> <li>○ Stephen Braniff</li> <li>○ Heather Dunlop</li> <li>○ Ken Madden</li> </ul> </li> </ul>
<b>PMO Validation</b>	▪ Kelly Moran & Catherine Minvielle (Oct 10, 2013)
<b>Project Outcomes/Outputs</b>	▪ Design and implementation of access review process for IMKS-managed systems
<b>Sustainment Considerations</b>	<ul style="list-style-type: none"> <li>▪ Perform periodic access reviews of all identified systems, based on the agreed upon review cycle</li> <li>▪ Define and implement an access review process for non-IMKS managed systems and data sets across the Ministry.</li> </ul>

## 5.4 Enhance access to view process Deliverables

## Project Deliverables

The following table provides a summary of the deliverables that were created as part of this project:

Deliverable	Description	Item
E-mail template to data officers	Sample of e-mail sent to Data Officers along with list of individuals with access to the data sets, to request review and confirmation of access.	 Email Template to Data Officers for Access
DSAM access review and monitoring schedule	Document outlining the access review and monitoring activities for data sets managed by the Data Sets Access Management (DSAM) team.	 DSAM Access Review & Monitoring Schedule
Data set access web page content	Information to be posted on the web page that will house the policies when they are posted	 Data Set Access web page content.docx
Communications Plan	Document outlining the tasks to create awareness of the new policy amongst stakeholders, and to facilitate adoption by the users	 Communications Plan 5.4 and 5.6.docx
Power Point deck of information presented to data officers	Power point slide deck of the overview of projects 5.4 and 5.6 presented to the Data Officer Committee	 Projects 5-4 5-6 for Data Officers Committee
Data access review schedule	Excel worksheet outlining the ongoing review schedule for in scope data sets	 Data Access Review Schedule v2.xlsx
Database data access record	Excel form to track approval or discontinuation of data access by data steward and the implementation of request by access management group.	 Database data access record.xlsx
Access list sample for presentation	A sample access review list outlining all users with access to MSP PI data	 AQYP Access List MSP sample for presentation

## 5.5 Define solution options for access management Overview



## 5.5 Define solution options for access management

<b>Objectives</b>	Define solution options for long-term process and system enhancements to support consistent, efficient and effective access management across the Ministry.
<b>Project Lead</b>	▪ Alvin Madar
<b>Scope</b>	▪ IMKS-managed systems
<b>Summary of Key Project Activities</b>	<p>Defined current state access management environment by conducting interviews, identifying roles and responsibilities, estimating workflow and effort estimates, and developing process flow diagrams for the following groups:</p> <ul style="list-style-type: none"> <li>○ Connections</li> <li>○ DSAM</li> <li>○ Authentication Services</li> </ul> <p>▪ Validated the process flow diagrams, technical diagrams, effort estimates, and Venn diagram showing the overlap of roles and responsibilities with the three access management groups, and department manager, Martin Townson</p> <p>▪ Identified and validated process, technical, and resourcing gaps based on current state assessment</p> <p>▪ Utilized industry-accepted standards to identify Ministry-specific considerations for efficient and effective access management</p> <p>▪ Validated application of considerations to Ministry environment (systems and organizational structure)</p> <p>▪ Defined high-level business process and functional requirements for an access management solution to support a procurement process</p> <p>▪ Based on requirements, developed future state options and roadmap outlining the following for each option.</p> <ul style="list-style-type: none"> <li>○ Qualitative benefits</li> <li>○ Quantitative benefits/cost savings</li> <li>○ Resource requirement</li> <li>○ Next steps for the suggested option</li> </ul>
<i>Please refer to Appendix 1 for detailed project workplan</i>	
<b>Stakeholder Validation</b>	<p>▪ Martin Townson (Aug 29, 2013)</p> <p>▪ Gord Stodola (Sep 3, 2013)</p> <p>▪ DSAM team (Sep 5, 2013)</p> <p>▪ Connections team (Sep 4, 2013)</p> <p>▪ Authentication Services team (Sep 5, 2013)</p> <p>▪ Shirley Wong (Sep 5, 2013)</p>
<b>PMO Validation</b>	▪ Kelly Moran & Catherine Minvielle (Oct 3, 2013)
<b>Project Outcomes/Outputs</b>	<p>▪ Inventory of current state processes and across three access teams</p> <p>▪ Enhancement options for access management processes and technology within the Ministry</p> <p>▪ High-level to-be business processes and functional requirements</p>
<b>Sustainment Considerations</b>	<p>▪ Selection of preferred enhancement options</p> <p>▪ If a technical solution is selected, identification, documentation and validation of business requirements and initiation of procurement process</p>

## 6.5 Define solution options for access management Deliverables

## Project Deliverables

The following table provides a summary of the deliverables that were created as part of this project:

Deliverable	Description	Item
Overview and Recommendations slide deck	Overview slide deck outlining the current state landscape of Data Access Management group including process flow diagrams, enhancement opportunities, and issues analysis. Also, outlining the solution options to achieve the desired future state and performance objectives.	 Project 5.5 - Access Management - FINAL
Process flow Visio diagrams	Operational Process Flow diagrams of the overall DARS group, as well as the three sub groups DSAM, Connections, and Authentication Services.	 Access Management Process Flows.vsd

## 5.6 Enhance access control policies across the Ministry Overview

## 5.6 Enhance access control policies across the Ministry

<b>Objectives</b>	Develop and implement access management policies to support formal access review and approval processes across the Ministry.
<b>Project Lead</b>	▪ Martin Townson
<b>Scope</b>	▪ Ministry wide
<b>Summary of Key Project Activities</b>	<ul style="list-style-type: none"> <li>▪ Created definition for systems, applications, databases etc. that need to have formal security controls in place</li> <li>▪ Validated the definition and principles with the Working Group &amp; ADM steering committee</li> <li>▪ Created set of standardized policies for systems, applications or databases that fall within the standard definition for what will be managed <ul style="list-style-type: none"> <li>○ Data Access managed outside of the Health Sector Information Management and Technology (HSIMT) Division</li> <li>○ Role of Divisional Data Officer outside of Health Sector and Information Management Technology (HSIMT) Division</li> </ul> </li> <li>▪ Reviewed and validated the draft policies with the following groups <ul style="list-style-type: none"> <li>○ IMKS including Kelly Moran and Shirley Wong</li> <li>○ Data Officers</li> </ul> </li> <li>▪ Developed and documented procedures for access management</li> <li>▪ Communicated the security principles out to the divisions by developing a Communications Plan outlining the following: <ul style="list-style-type: none"> <li>○ As per ministry internal policy, promotion of new policies across the ministry through an internal facing intranet policy webpage</li> <li>○ Use of the Weekly Ministry Bulletin to point ministry staff to the policy web page</li> </ul> </li> </ul>





*Please refer to Appendix 1 for detailed project workplan*

<b>Stakeholder Validation</b>	<ul style="list-style-type: none"> <li>▪ Shirley Wong (July 25, 2013)</li> <li>▪ Governance Operations (Sep 20, 2013) <ul style="list-style-type: none"> <li>○ Carolyn Bell</li> <li>○ Tom Gregory</li> <li>○ Ross Hayward</li> <li>○ Jeremy Higgs</li> <li>○ Kelly Moran</li> <li>○ Maria Perri</li> <li>○ Christine Voggenreiter</li> <li>○ Deb McGinnis</li> <li>○ Mike Pennock</li> <li>○ Catherine Minvielle</li> </ul> </li> <li>▪ Data Management &amp; Security Project Working Group (Sep 25, 2013) <ul style="list-style-type: none"> <li>○ Teri Collins</li> <li>○ David Fairbotham</li> <li>○ Mitch Morneo</li> <li>○ Jack Shewchuck</li> <li>○ Stephen Smith</li> <li>○ Glynis Soper</li> <li>○ Kate Moyer</li> <li>○ Jordan Will</li> <li>○ Soji Bryant</li> <li>○ William Yang</li> <li>○ Jackie Morrison</li> <li>○ Belinda Jeckling</li> <li>○ Stephen Braniff</li> <li>○ Heather Dunlop</li> <li>○ Ken Madden</li> </ul> </li> </ul>
<b>PMO Validation</b>	▪ Kelly Moran & Catherine Minvielle (Oct 10, 2013)
<b>Project Outcomes/Outputs</b>	<ul style="list-style-type: none"> <li>▪ Development of access management policies to support formal access review and approval processes across the Ministry</li> <li>▪ Communication of the new polices to relevant staff (Data Officers)</li> </ul>
<b>Sustainment Considerations</b>	▪ Development of standardized policy for all areas of access management which apply Ministry-wide.

## 3.6 Enhance access control policies across the Ministry Deliverables

## Project Deliverables

The following table provides a summary of the deliverables that were created as part of this project:

Deliverable	Description	Item
Data Access Managed Outside of HSIMT Policy	Access management policy for data owners outside of HSIMT	 Data Access managed outside of H:
Divisional Data Officer Policy Outside of Division	Access management policy for divisional Data Officer outside of HSIMT Division	 Divisional Data Officer policy outside
Communication Plan	Document outlining the tasks to create awareness of the new policy amongst stakeholders, and to facilitate adoption by the users	 Communications Plan 5.4 and 5.6.docx
Power Point deck of information presented to data officers	Power point slide deck of the overview of projects 5.4 and 5.6 presented to the Data Officer Committee	 Projects 5-4 5-6 for Data Officers Commit

## 6.3 Data Sharing Agreements Process Standardization Overview

### 6.3 Data Sharing Agreements Process Standardization

<b>Objectives</b>	Develop standardized data access processes and establish information sharing templates to ensure consistent stewardship processes for all agreements with third parties.
<b>Project Lead</b>	▪ Melissa Murdock
<b>Scope</b>	▪ Ministry wide
<b>Summary of Key Project Activities</b>	<ul style="list-style-type: none"> <li>▪ Identified all information sharing instances with third parties and academics where information sharing agreements should be in place</li> <li>▪ Developed templates and standard wording for all information sharing agreements and contracts, and validated with legal to confirm the following: <ul style="list-style-type: none"> <li>○ Content of the documents</li> <li>○ Minimum requirements based on legislation and government wide policies</li> </ul> </li> <li>▪ Protocols outlining accountabilities and acceptable criteria for all agreements with third parties</li> <li>▪ Prepared standardized procedures and templates, with an exception process for non-standard agreements, for all information sharing agreements aligned with the recommendations from the Office of Information and Privacy Commissioner</li> <li>▪ Defined approach for approval of agreements (centralized vs. decentralized)</li> <li>▪ Defined a risk-based approach for putting agreements in place in situations where there are currently no agreements in place for sharing of information.</li> <li>▪ Developed risk ruler and validated with stakeholders (Deloitte, HIPSL, and AG) to ensure effectiveness</li> <li>▪ Applied risk ruler to 106 information sharing instances</li> <li>▪ Presented application of risk ruler to ADMs</li> <li>▪ Negotiated and drafted information sharing agreements for the highest-risk information sharing situations that do not have an agreement in place</li> <li>▪ Coordinated with Melissa Murdock to ensure procedures developed as part of this project are integrated into overall ministry awareness program, and appropriate references are being made in the Ministry Privacy Policy</li> <li>▪ Acquired signoff of ISA's from clients</li> <li>▪ Developed a communication plan that builds-in both the Ministry's education program and policy manuals</li> </ul>
<i>Please refer to Appendix 1 for detailed project workplan</i>	
<b>Stakeholder Validation</b>	<p><b>For ISA Risk Measure:</b></p> <ul style="list-style-type: none"> <li>▪ Shirley Wong – August 10, 2013</li> <li>▪ Kelly Moran – August 10, 2013</li> <li>▪ Attorney General – August 13, 2013</li> <li>▪ Jamie Ross – August 13, 2013</li> </ul> <p><b>For High Risk Data Sharing Situations, Reconciliation:</b></p> <ul style="list-style-type: none"> <li>▪ Stakeholder Consultation</li> <li>▪ Kelly Moran – September 06, 2013</li> <li>▪ ADM Committee – September 08, 2013</li> </ul> <p><b>For Process Documentation (Academic, Health Authority, and Other Public / Private Bodies):</b></p> <ul style="list-style-type: none"> <li>▪ Kelly Moran – September 17, 2013</li> </ul> <p><b>For Information Sharing Agreement template:</b></p> <ul style="list-style-type: none"> <li>▪ Shirley Wong – September 10, 2013</li> <li>▪ Attorney General's Office – September 20, 2013</li> <li>▪ Kelly Moran – September 25, 2013</li> </ul> <p><b>For Third-Party Data Access Policy:</b></p> <ul style="list-style-type: none"> <li>▪ Shirley Wong – September 20, 2013</li> <li>▪ Kelly Moran – September 25, 2013</li> <li>▪ Jamie (Deloitte) – September 30, 2013</li> </ul>
<b>PMO Validation</b>	▪ Kelly Moran & Catherine Minvielle (Oct 17, 2013)
<b>Project Outcomes/Outputs</b>	<ul style="list-style-type: none"> <li>▪ A standardized approach, complete with the necessary templates for information sharing agreements</li> <li>▪ More efficient and effective mechanism for review and approval of contracts</li> <li>▪ Identification of all information sharing situations where currently there is no agreement in place</li> <li>▪ Creation and application of "Risk Ruler" to categorize and rank all sharing situations without an</li> </ul>

- 
- agreement
  - Remediation of all High risk sharing situations
  - Development of plan for remediation of all Medium and Low risk situations
  - Development of plan to review and revise all contracts which do not have an expiration
- 











**Sustainment  
Considerations**

- Appropriate staffing allocated to support the ongoing operation of the standardized data sharing agreements process.

## B.3 Data Sharing Agreements Project: Standardization Deliverables

## Project Deliverables

The following table provides a summary of the deliverables that were created as part of this project:

Deliverable	Description	Item
DRAFT Data Access Policy 2013	Draft of newly developed data access policy	 DRAFT_Data Access Policy_2013.pdf
<b>Academic Requests</b>		
Application - Add Team Member	Copy of the online Add Team Member Application form on the Population Data BC website	 Application - Add Team Member.pdf
Application - Amendment	Sample of Amendment Application Form for PopData BC	 Application - Amendment .doc
Application - DAR Manual	Data Access Request (DAR) manual for PopData BC	 Application - DAR Manual .pdf
Application - Data Access Request	Application for Data for Research Purposes from PopData BC	 Application - Data Access Request.pdf
Application - Data Retention Extension	Data Retention Extension Application Form	 Application - Data Retention Extension .
Checklist - Consolidation File	Application for Data for Research Purposes from PopData BC - Consolidation File data field checklist	 Checklist - Consolidation File.doc
Checklist - DAD	Application for Data for Research Purposes from PopData BC - Discharge Abstract Database (Hospital Separations) data file checklist	 Checklist - DAD.doc
Checklist - Home and Community Care	Application for Data for Research Purposes from PopData BC - Home and Community Care data file checklist	 Checklist - Home and Community Care.doc
Checklist - Mental Health Services	Application for Data for Research Purposes from PopData BC - Mental Health Services data file checklist	 Checklist - Mental Health Services.doc

Checklist - MSP

Application for Data for Research Purposes from PopData BC –  
MSP Payment Information data file checklist

  
Checklist - MSP.doc

Checklist - Pharmacare

Application for Data for Research Purposes from PopData BC –  
PharmaCare data file checklist

  
Checklist -  
Pharmacare.doc

Checklist - PharmaNet

Application for Data for Research Purposes from PopData BC –  
PharmaNet Files data fields checklist

  
Checklist -  
PharmaNet .doc

DAR Enhancements

List of Data Access Requests (DAR) continuous improvement  
deliverables

  
DAR  
Enhancements.docx

Data Access Request Process -  
Detailed

Detailed description of data access request process for academic  
research

  
Data Access Request  
Process - Detailed.do

Flow chart - DAR\_PNET

Flow diagram showing the PharmaNet data access request process for  
academic research

  
Flow chart -  
DAR\_PNET.pdf

MOH Amendment Approval  
Letter\_ FILE NO\_LAST  
NAME\_Template

Template of Ministry letter approving the data access amendment  
request

  
MOH Amendment  
Approval Letter \_FILE

MOH Approval Letter\_ FILE  
NO\_LAST NAME\_Template

Template of letter approving access to the data per the Data Access  
Request (DAR)

  
MOH Approval Letter  
\_ FILE NO\_LAST NAM

PNet Amendment Approval  
Letter\_ FILE NO\_LAST  
NAME\_Template

Template of Ministry letter approving the PharmaNet data access  
amendment request

  
PNet Amendment  
Approval Letter\_FILE

PNet Approval Letter\_ FILE  
NO\_LAST NAME\_Template

Template of letter approving access to the PharmaNet data per the  
Data Access Request (DAR)

  
PNet Approval  
Letter\_FILE NO\_LAST

PrePublication Submission  
Form

Submission Form for the Pre-Public Disclosure Review of research  
materials









  
PrePublication  
Submission Form.doc

Project Summary\_file no\_last  
name template new

Template of form providing the academic research project summary

  
Project Summary\_file  
no\_last name templat

#### Health Authority Documentation

Application - Health Data Request Form	Template of health data access request form	 Application - Health Data Request Form.pdf
Checklist - DAD	Application for Data Ministry of Health - Discharge Abstract Database (Hospital Separations) data file checklist	 Checklist - DAD.pdf
Checklist - MSP	Application for Data Ministry of Health - MSP Payment Information data file checklist	 Checklist - MSP.pdf
Checklist - PharmaNet	Application for Data Ministry of Health - PharmaNet, Files data fields checklist	 Checklist - PharmaNet.pdf
SFTP Process Document	Process document for Secure File Transfer Protocol (SFTP)	 DRAFT SFTP Process Document.doc
Flow chart - HA_ISA	Flow diagram showing the data access request process for Health Authorities	 Flow chart - HA_ISA.pdf
GHISA Detailed User Guide - DRAFT2012Nov26c1n	Guide to explain how General Health Information Sharing Agreement (GHISA) applies and supports information sharing activities.	 GHISA Detailed User Guide - DRAFT2012N
HA Enhancements	List of Health Authority (HA) continuous improvement deliverables	 HA Enhancements.pdf
Health Authority Agreement Process - detailed	Document outlining detailed description of General Health Information Sharing Agreement (GHISA) process with Health Authorities	 Health Authority Agreements Process
Health Authority Pre-publication Submission Form	Copy of pre-publication review form to be completed for submission of materials intended for public disclosure	 Health Authority Pre-publication Submi
ISP_Template_SCHEDULE A	Copy of Information Sharing Plan (ISP) that must be completed in consultation with the Information Privacy Offices of the Parties involved in the Information Sharing Situation this ISP is intended to cover.	 ISP_Template_SCHE DULE A.pdf

Linkage Strategy A - External Cohort	Document outlining step by step process of Linkage Strategy A that defines cohort using External Data Source	 Linkage Strategy A - External Cohort.pdf
Linkage Strategy B - External Cohort	Document outlining step by step process of Linkage Strategy B for trusted partners, that defines cohort using Ministry of Health data	 Linkage Strategy B - Ministry Cohort.pdf
Ministry Internal Data Prep Process	Document outlining the internal data preparation process at MOH	 Ministry Internal Data Prep Process.pdf
Signed GHISA	Signed copy of General Health Information Sharing Agreement	 Signed GHISA.pdf
IHA_OA_Schedule_RDAS-15_Template	Template of Data Access Request agreement for Interior Health Authority (IHA)	 IHA_OA_Schedule_RDAS-15_Template.pdf
FHA_OA_Schedule_RDAS-15_Template	Template of Data Access Request agreement for Fraser Health Authority (FHA)	 FHA_OA_Schedule_RDAS-15_Template.pdf
NHA_OA_Schedule_RDAS-15_Template	Template of Data Access Request agreement for Northern Health Authority (NHA)	 NHA_OA_Schedule_RDAS-15_Template.pdf
PHSA_Schedule_RDAS-15_Template	Template of Data Access Request agreement for Provincial Health Services Authority (PHSA)	 PHSA_Schedule_RDAS-15_Template.pdf
VCHA_OA_Schedule_RDAS-15_Template	Template of Data Access Request agreement for Vancouver Coastal Health Authority (VCHA)	 VCHA_OA_Schedule_RDAS-15_Template.pdf
VIHA_OA_Schedule_RDAS-15_Template	Template of Data Access Request agreement for Vancouver Island Health Authority (VIHA)	 VIHA_OA_Schedule_RDAS-15_Template.pdf
<b>High Risk Information Sharing Situations</b>		
High Risk Information Sharing Situations	HSIMT Identified 8 high risk information sharing situations related to PSD and FCSD.	 8 High Risk Information Sharing Situations.pdf

Medium and Low Risk Info  
Sharing Situations

Count of Medium and Low Risk Information Sharing Situations by the  
program areas

  
Medium and Low risk  
info sharing situations

Risk Ruler

Risk measure for 3<sup>rd</sup> party information sharing situations

  
FINAL ISA Risk  
Measure\_6.3.pdf

Info Sharing Roadmap

Roadmap for medium to low risk information sharing situations

  
1 Year Info Sharing  
ROADMAP.pdf

Suspected High Risk Non-  
Agreement Sharing

Sample questionnaire for Canadian Payments practice experience  
survey

  
Suspected HighRisk  
Non-agreement shari

## 7.1.a. Service provider logging requirements review Overview




## 7.1.a. Service provider logging requirements review

<b>Objectives</b>	Identify externally-managed applications and systems that contain personally identifiable (PI) data, and the level of logging that the application or system has enabled. If logging is not enabled, this project will document what logging features are available to be utilized, and an estimate of what's required to enable basic logging should the application or system meet the established criteria for enabling logging.
<b>Project Lead</b>	▪ Gord Stodola
<b>Scope</b>	▪ Ministry wide for Service Providers and CGI
<b>Summary of Key Project Activities</b>	<p>Developed a full list of external service providers, and identify the ones in scope for the project rendering the following results</p> <ul style="list-style-type: none"> <li>○ <b>In Scope:</b> CGI</li> <li>○ <b>Out of Scope:</b> Maximus, Oracle, HPAS &amp; SSBC</li> </ul> <ul style="list-style-type: none"> <li>▪ Identified all applications and systems maintained by the in-scope service provider(s), and validated with business owners</li> <li>▪ Determined minimum logging criteria for these in-scope applications and systems</li> <li>▪ Documented which applications and systems contain personally identifiable data, and confirmed level of existing monitoring on these applications and systems</li> <li>▪ Developed list of logging enabled on PI-containing systems, and logging features available where not enabled</li> <li>▪ Developed estimate for enabling basic logging on applications and systems containing PI data where logging is not currently enabled and where they meet established criteria for having logging enabled</li> <li>▪ Prepared project documentation outlining the results of above listed tasks</li> </ul> <p><i>Please refer to Appendix 1 for detailed project workplan</i></p>
<b>Stakeholder Validation</b>	<ul style="list-style-type: none"> <li>▪ CGI (Sep 20, 2013)</li> <li>▪ Rhys Smallwood (Sep 20, 2013)</li> </ul>
<b>PMO Validation</b>	▪ Kelly Moran & Catherine Minvielle (Oct 9, 2013)
<b>Project Outcomes/Outputs</b>	<ul style="list-style-type: none"> <li>▪ List of external service providers</li> <li>▪ List of systems and applications maintained by in-scope service providers, and which of these systems contain personally identifiable data</li> <li>▪ Documentation on what level of logging is enabled on those systems containing PI data, and, if none, what logging features are available</li> <li>▪ Estimates to enable basic logging on those PI-containing systems where logging features are available not enabled and meet the criteria for enabling logging.</li> </ul>
<b>Sustainment Considerations</b>	<ul style="list-style-type: none"> <li>▪ Decision regarding whether to enable logging on identified systems required</li> <li>▪ Once a decision has been obtained, initiate process to enable logging as required</li> <li>▪ Ongoing assessment of service-provider compliance with Ministry logging requirements</li> </ul>

Zulka, Service provider logging requirements review  
Bill Wenzel

## Project Deliverables

The following table provides a summary of the deliverables that were created as part of this project:

Deliverable	Description	Item
List of external service providers	List of external service providers separated by in scope and out of scope	 External Service Providers List.docx
List of PI-containing systems with logging enabled, and logging features available where not enabled	A list provided by CGI, listing all the databases and applications and identifying the ones that contain PI data, along with estimated effort to enable logging feature for those where logging is not already enabled	 Project 7 1 Apps and Estimates v3.pdf
Logging and Monitoring Service Request Estimate	Estimate from CGI outlining the amount of effort required to implement basic database audit procedures on identified applications	 CAST-9944-Deloitte project 7.1.a Logging

## 7.2 Define a roadmap to mature the logging & monitoring processes Overview




## 7.2 Define a roadmap to mature the logging & monitoring processes

<b>Objectives</b>	The objective of this project is to identify solution options to support enhanced logging and monitoring related to sensitive health information maintained by the Ministry.
<b>Project Lead</b>	▪ Tarlok Birdi
<b>Scope</b>	▪ Ministry wide
<b>Summary of Key Project Activities</b>	<p>Defined the current environment and threat landscape through completion of following</p> <ul style="list-style-type: none"> <li>○ Validate and categorize the scope of critical systems, applications and data environment</li> <li>○ Develop internal threat landscape based on current risk exposure</li> <li>○ Conduct interviews / workshops with key stakeholders (see below) to validate the threat landscape</li> <li>○ Define and validate strategy</li> </ul> <p>▪ Based on following industry practices and current MoH environment defined recommendations for a logging policy</p> <ul style="list-style-type: none"> <li>○ OIPC BC Privacy Commissioner's Report</li> <li>○ e-Health BC Personal Health Info Access and Protection of Privacy Act (PHIPP)</li> <li>○ e-Health BC EHR Information Privacy Conformance Standard (EHR-IP)</li> <li>○ e-Health BC EHR Information Security Conformance Standard (EHR-IS)</li> <li>○ BC Freedom of Information and Protection of Privacy Act (FIPPA)</li> <li>○ BC Personal Information Protection Act (PIPA)</li> <li>○ BC Information Security Program Principles (ISPP)</li> <li>○ BC Information Security Program Objectives (ISPO)</li> <li>○ BC OCIO Information Security Policy (ISP)</li> <li>○ Canadian Standards Association's Model Code (CSA)</li> <li>○ Canada Health Infoway Privacy and Security Requirements (PSR)</li> <li>○ ISO/IEC 27002:2005</li> <li>○ ISO/IEC 27799:2008</li> <li>○ HITECH Act</li> <li>○ NIST 800-92 Guide to Computer Log Management</li> <li>○ NIST 800-53 Recommended Security Controls for Federal Information</li> </ul> <p>▪ Defined the Logging and Monitoring operational components including solution administration, alerts, incident management and roles and responsibilities</p> <p>▪ Defined the Logging and Monitoring operational model options, and validated with stakeholders</p> <p>▪ Defined the target logging and monitoring solution options, describing the target future state building blocks for addressing the requirements</p> <p>▪ Reviewed and validated architecture options</p> <p>▪ Developed and presented project recommendations</p> <p><i>Please refer to Appendix 1 for detailed project workplan</i></p>
<b>Stakeholder Validation</b>	<ul style="list-style-type: none"> <li>▪ Gord Stodola (July 16, 2013)</li> <li>▪ Ken Madden (July 16, 2013)</li> <li>▪ Shirley Wong (July 22, 2013)</li> <li>▪ HIPSL: Ken Madden and Bonnie Bayea (July 16, 2013)</li> <li>▪ Stephen Braniff (July 30, 2013)</li> <li>▪ Rick Connolly (July 23, 2013)</li> <li>▪ Carlos Caraveo (July 23, 2013)</li> <li>▪ Jian Wang (Aug 6, 2013)</li> </ul>
<b>PMO Validation</b>	▪ Kelly Moran & Catherine Minvielle (Sep 17, 2013)
<b>Project Outcomes/Outputs</b>	<ul style="list-style-type: none"> <li>▪ Provided input to Logging Policy</li> <li>▪ Provided input to Logging Guidance</li> <li>▪ Threat Use Cases based on the Ministry Threat Landscape, and logging and monitoring requirements</li> <li>▪ Target architecture and solution options</li> </ul>
<b>Sustainment Considerations</b>	▪ Implementation of suggested solution options, and implementation of a logging and monitoring policy based on the recommended frameworks

## 7.2 Define a leading indicator to mature the logging & monitoring processes Deliverables

## Project Deliverables

The following table provides a summary of the deliverables that were created as part of this project:

Deliverable	Description	Item
Project summary PowerPoint deck	PowerPoint presentation outlining the objectives, assessment, findings, and recommendations for a logging and monitoring strategy	 Project 7.2 - Logging and Monitoring - FINA
MOH log source inventory	List identifying Ministry sources and source logs required to realize each threat Category	 draft MoH log source inventory master v6.1
Ministry systems by division	List of ministry wide systems by division broken down by database, application, and desktop	 Ministry systems categorized per division

## 8.2 Security Program – Organization and Responsibilities Gap Assessment Overview


## 8.2 Security Program – Organization and Responsibilities Gap Assessment

<b>Objectives</b>	Conduct assessment of current state of information security roles and responsibilities and identify opportunities to address any gaps identified.
<b>Project Lead</b>	▪ Eric Rae
<b>Scope</b>	▪ HSIMIT
<b>Summary of Key Project Activities</b>	<ul style="list-style-type: none"> <li>▪ Interviewed the individuals listed below to understand what information security processes and operations the current MOH security specific employees and service providers are undertaking</li> <li>▪ Utilized Deloitte security program framework as reference point for current state assessment and gap analysis</li> <li>▪ Identified various gaps and provided recommendations for improvement where applicable</li> <li>▪ Prepared prioritization of recommendations for improvement</li> <li>▪ Documented general descriptions of roles based on recommended target state</li> <li>▪ Validated results with stakeholders</li> </ul> <p><i>Please refer to Appendix 1 for detailed project workplan</i></p>
<b>Stakeholder Validation</b>	<ul style="list-style-type: none"> <li>▪ <b>HIPSL:</b> Deb McGinnis, Executive Director &amp; Ken Madden, Director Information Security and Audit (Aug 6, 2013)</li> <li>▪ <b>IMKS:</b> Shirley Wong, Director (Aug 06, 2013)</li> <li>▪ <b>Corporate Management &amp; Operations:</b> Darcy Goodwin, Executive Director &amp; Don Stewart, Director (Aug 06, 2013)</li> <li>▪ <b>BC Vital Stats:</b> Suzanne Jennings A/Director Information Technology Services (Aug 06, 2013)</li> <li>▪ <b>Health IT Strategy:</b> Paul Shrimpton, and Kim Lacharite (Aug 6, 2013)</li> </ul>
<b>PMO Validation</b>	▪ Kelly Moran & Catherine Minvielle (Oct 14, 2013)
<b>Project Outcomes/Outputs</b>	<ul style="list-style-type: none"> <li>▪ Documented the current state of security program roles, responsibilities, and accountability as it compares to the Deloitte Security Program Framework reference point</li> <li>▪ Documented gaps and recommendations based on priority</li> </ul>
<b>Sustainment Considerations</b>	▪ Resourcing for recommended security roles and activities

## B2 Security Program – Organization and Responsibilities Gap Assessment Deliverables

## Project Deliverables

The following table provides a summary of the deliverables that were created as part of this project:

Deliverable	Description	Item
Project summary PowerPoint deck	Report outlining the objectives, assessment, findings, and recommendations for information security processes, roles, and responsibilities.	 Project 8 2 - Information Security.

## 9.1. Develop a ministry privacy policy Overview

## 9.1. Develop a ministry privacy policy

<b>Objectives</b>	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.
<b>Project Lead</b>	<ul style="list-style-type: none"> <li>▪ Heather Dunlop</li> <li>▪ Chris Reimer</li> </ul>
<b>Scope</b>	<ul style="list-style-type: none"> <li>▪ Ministry wide</li> </ul>
<b>Summary of Key Project Activities</b>	<ul style="list-style-type: none"> <li>▪ Initiated development of Ministry of Health information privacy policy (the 'Policy') by conducting the following: <ul style="list-style-type: none"> <li>○ Future state analysis based on guidelines and industry best practices</li> <li>○ Inventory of related policies, guidelines and reference sources to be referred to in the Policy</li> <li>○ Validation of alignment with applicable Government policies i.e. OCIO, CPPM, etc.</li> <li>○ Creation of policy framework and draft</li> </ul> </li> <li>▪ Validated Policy with the following: <ul style="list-style-type: none"> <li>○ MOH IM Governance Committee</li> <li>○ HealthLink BC</li> <li>○ OCIO</li> <li>○ Employees Union and relevant human resources and labour relations stakeholders for annual acknowledgement signoff of Policy by all staff</li> </ul> </li> <li>▪ Obtained Policy approval from MoH ADM Steering Committee</li> <li>▪ Developed accountability framework for the delivery, tracking and monitoring of requirements for initial acknowledgement of the Policy and annual re-signing thereafter</li> <li>▪ Developed supporting processes including the following. <ul style="list-style-type: none"> <li>○ Delivery mechanism for employees (on-boarding and annual refresh)</li> <li>○ Tracking</li> <li>○ Reporting</li> <li>○ Compliance monitoring</li> </ul> </li> <li>▪ Developed content review/refresh cycle for employees (onboarding and annual refresh)</li> <li>▪ Developed inventory of potential future guidance documents</li> <li>▪ For Policy implementation, developed Communications Plan in order to communicate: <ul style="list-style-type: none"> <li>○ Goals, purpose and structure of the Policy program to Ministry staff</li> <li>○ Accountability framework of the Policy to management</li> </ul> </li> <li>▪ Obtained approval of communication and implementation plan</li> </ul> <p><i>Please refer to Appendix 1 for detailed project workplan</i></p>
<b>Stakeholder Validation</b>	<ul style="list-style-type: none"> <li>▪ <b>MoH Privacy Policy</b> <ul style="list-style-type: none"> <li>○ Chief Privacy Officer/ED, HIPSL: Deb McGinnis (Aug 20, 2013)</li> <li>○ Ministry Information Security Officer: Gwen Lock (Aug 20, 2013)</li> <li>○ Chief Information Officer: Darcy Goodwin (Aug 28, 2013)</li> <li>○ Director/HSIMT lead for Policy Development: Vance Hanson (Aug 20, 2013)</li> <li>○ Director, IMKS: Melissa Murdock (Aug 20, 2013)</li> <li>○ Manager, IMKS: Martin Townson (Aug 20, 2013)</li> <li>○ OCIO Legislation, Privacy and Policy: Sharon Plater (Aug 28, 2013)</li> <li>○ PSA: Darlene Taylor (Aug 20, 2013)</li> <li>○ HLBC: Nicola Price (Aug 20, 2013)</li> <li>○ ADM, HSIMT: Lindsay Kislock (Aug 30, 2013)</li> <li>○ Deputy Minister: Stephen Brown (Nov 22, 2013)</li> </ul> </li> <li>▪ <b>Accountability Framework</b> <ul style="list-style-type: none"> <li>○ People and Workplace Initiatives: Dale Samsonoff, Exec Director &amp; Shyla Dutt, Manager (Sep 11, 2013)</li> <li>○ Analyst, HIPSL: Wayman Yee (Sep 11, 2013)</li> <li>○ Manager, HIPSL: Denis Drouin (Sep 11, 2013)</li> </ul> </li> <li>▪ <b>Communications Plan and Materials</b> <ul style="list-style-type: none"> <li>○ People and Workplace Initiatives, Internal Communications unit: Eddy Piasentin, Manager (Aug 26, 2013)</li> <li>○ Andrea Moir, Communications Coordinator (Aug 26, 2013)</li> <li>○ Kelsey Ewart, Multimedia Specialist (Aug 26, 2013)</li> <li>○ HLBC: Regan Thexton, Communications Officer (Aug 26, 2013)</li> </ul> </li> </ul>

<b>PMO Validation</b>	▪ Kelly Moran & Catherine Minvielle
<b>Project Outcomes/Outputs</b>	<ul style="list-style-type: none"> <li>▪ Developed and implemented MoH information privacy policy</li> <li>▪ Developed and implemented review/refresh cycle that requires annual re-signing of acknowledgement of the Policy; ideally this should be tied to mandatory annual refresh of the foundational training</li> </ul>
<b>Sustainment Considerations</b>	<ul style="list-style-type: none"> <li>▪ Annual Policy content review/refresh</li> <li>▪ Communications plan associated with publishing Policy revisions</li> <li>▪ Development of new and amended policies and guidelines that are referred to in the Policy may necessitate revisions to the Policy outside of the annual review/refresh cycle</li> <li>▪ Maintain yearly review and signoff of the Policy by all employee</li> </ul>

## 9.1. Develop a ministry privacy policy Deliverables

## Project Deliverables

The following table provides a summary of the deliverables that were created as part of this project:

Deliverable	Description	Item
<b>Health Privacy Policy Deliverables</b>		
Ministry of Health Privacy Policy	Sample of newly developed privacy policy	MOH-Info-Privacy-Policy
Accountability Framework	Document for the tracking, reporting and compliance monitoring of staff acknowledgement of the Privacy Policy	9.1 Accountability Framework v0.x
<b>Communications Plan and Materials</b>		
4.2 and 9.1 Communications Plan	Formal communication plan for the launch of Mandatory eModule, and Privacy Policy outlining the background, objectives, audiences, strategy, timelines, key messages, and evaluation measures of the plan.	4.2 and 9.1 Communications Plan_v0.x
FAQ's List	List of frequently asked questions regarding health information protections program	FAQs - FINAL
Health e-Place Page	Sample of write-up regarding information protection program to be posted on webpage to facilitate awareness	Health ePlace Page_FINAL
Launch E-mail from DM	Text of e-mail to be sent to all staff from DM announcing launch of the program	Launch Email from the DM_FINAL
Launch E-mail to HLBC	Text of e-mail to be sent to HLBC staff announcing launch of the program	Launch Email to HLBC_FINAL
Policy Acknowledgement E-mail	Text of the e-mail to be sent to all staff to get acknowledgement of the Information Privacy Policy for the HIP Program	Policy Acknowledgement Email_FINAL
Weekly Digest	Sample text of the information that will be sent to all ministry staff through the weekly digest	Weekly Digest blurb_FINAL

## 10.1 Develop an information compliance monitoring function Overview


## 10.1 Develop an information compliance monitoring function

<b>Objectives</b>	Develop the foundation for an operational compliance monitoring function that supports assessments of internal and third-party compliance to policy, regulatory requirements and/or terms and conditions within Information Sharing Agreements.
<b>Project Lead</b>	▪ Steven Fung
<b>Scope</b>	▪ Ministry wide
<b>Major Project Tasks</b>	<ul style="list-style-type: none"><li>▪ Developed compliance function mandate and supporting policies</li><li>▪ Determined overlaps by understanding existing organizational model and compliance function</li><li>▪ Recommended an approach for compliance function</li><li>▪ Recognized linkage between compliance requirements and current Phase 2 projects</li><li>▪ Defined audit methodology by utilizing existing frameworks</li><li>▪ Defined resource requirements</li></ul> <p><i>Please refer to Appendix 1 for detailed project workplan</i></p>
<b>Stakeholder Validation</b>	▪
<b>PMO Validation</b>	▪ Kelly Moran & Catherine Minvielle (date to be added)
<b>Outcomes Achieved</b>	▪ Scope and mandate for a compliance & risk-based monitoring function focused on information management
<b>Sustainment Considerations</b>	▪ Resourcing and operation of the compliance monitoring function.

## 10.1 Develop an information compliance monitoring function Deliverables

## Project Deliverables

The following table provides a summary of the deliverables that were created as part of this project:

Deliverable	Description	Item
Project Summary PowerPoint Deck	Outlines mandate, governance options and implementation strategy considerations for the compliance function	 Project 10.1 - Compliance Function

# Project Management

## Introduction

This section includes many of the project management tools and reports utilized during Phase 2 of the project. This includes an example of the project tracking dashboard (which outlines project timelines and status and was reviewed with the PMO on a weekly basis), the risk/issue log and the detailed workplans for each of the projects.

Pages 285 through 297 redacted for the following reasons:

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s.17, s.21

# Appendix A – Detailed Project Work Plans

## 1.2 Information Governance Phase 2

Project #	Task Description	Start Date	End Date	Owner
<b>Project 1.2</b>	<b>Information Governance Phase 2</b>	<b>12-Aug-13</b>	<b>31-Oct-13</b>	<b>Deloitte - Jamie Ross</b>
<b>1.2.1</b>	<b>Support creation of Divisional Data Officer Teams</b>			
1.2.1.1	Schedule meetings with DDOs to discuss role and options for implementation	12-Aug-13	16-Aug-13	Jamie Ross
1.2.1.2	Prepare materials for DDO meetings	19-Aug-13	20-Aug-13	Jamie Ross
1.2.1.3	Conduct one-on-one DDO meetings	19-Aug-13	30-Aug-13	Jamie Ross
1.2.1.4	Follow up with DDOs as required	26-Aug-13	6-Sep-13	Jamie Ross
<b>1.2.2</b>	<b>Develop and deliver onboarding material</b>			
1.2.2.1	Gather training requirements	26-Aug-13	6-Sep-13	Jamie Ross
1.2.2.2	Develop training objectives	26-Aug-13	6-Sep-13	Jamie Ross
1.2.2.3	Confirm content available through other training mechanisms	26-Aug-13	6-Sep-13	Jamie Ross
1.2.2.4	Develop onboarding material			Jamie Ross
1.2.2.5	Identify key topics	3-Sep-13	6-Sep-13	Jamie Ross
1.2.2.6	Confirm format/attendance for onboarding sessions	3-Sep-13	6-Sep-13	Jamie Ross
1.2.2.7	Identify and/or create source material	3-Sep-13	13-Sep-13	Jamie Ross
1.2.2.8	Validate with DDOs and DG team	16-Sep-13	20-Sep-13	Jamie Ross
1.2.2.9	Schedule onboarding session	3-Sep-13	6-Sep-13	Jamie Ross
1.2.2.10	Deliver onboarding session	TBD	TBD	Jamie Ross
<b>1.2.3</b>	<b>Support launch of GO Committee and IMG Committee</b>			

Project #	Task Description	Start Date	End Date	Owner
<b>Project 1.2</b>	<b>Information Governance Phase 2</b>	<b>12-Aug-13</b>	<b>31-Oct-13</b>	<b>Deloitte - Jamie Ross</b>
1.2.3.1	Finalize supporting process and tool			
1.2.3.2	Finalize Draft DG Playbook			
1.2.3.2.1	Finalize playbook contents	27-Aug-13	3-Sep-13	Jamie Ross
1.2.3.2.2	Finalize issue assessment process	27-Aug-13	3-Sep-13	Jamie Ross
1.2.3.2.3	Finalize issue log template	27-Aug-13	3-Sep-13	Jamie Ross
1.2.3.2.4	Document meeting cadence and related timelines	27-Aug-13	3-Sep-13	Jamie Ross
1.2.3.3	Validate with DG team	3-Sep-13	13-Sep-13	Jamie Ross
1.2.3.4	Support key GO and IMG meetings	19-Aug-13	15-Oct-13	Jamie Ross
<b>1.2.4</b>	<b>Final sign-off by PMO</b>	<b>25-Oct-13</b>	<b>31-Oct-13</b>	<b>Jamie Ross</b>

## 2.1.a. Implement LAN access changes

Project #	Task Description	Start Date	End Date	Owner
<b>Project 2.1.a.</b>	<b>Implement LAN access changes</b>	<b>22-Jul-13</b>	<b>31-Oct-13</b>	<b>Sean Gannon</b>
2.1.a.1	Design and draft "LAN access change process" for Health Link	22-Jul-13	29-Jul-13	Sean Gannon
2.1.a.2	Pilot "LAN access change process" for Health Link	1-Aug-13	9-Aug-13	Sean Gannon; Don Stewart
2.1.a.3	Draft an implementation plan for other program areas	9-Aug-13	13-Aug-13	Sean Gannon
2.1.a.4	Validate plan with PMO	9-Aug-13	13-Aug-13	Saloumeh Pourmalek
2.1.a.5	Communicate implementation plan with divisional contacts	9-Aug-13	13-Aug-13	Sean Gannon
2.1.a.6	Facilitate and monitor implementation progress	26-Aug-13	25-Oct-13	Sean Gannon
2.1.a.7	Processing of access updates	15-Sep-13	31-Oct-13	Sean Gannon, Authentication Services (Denise & Keith)
2.1.a.8	Evaluate success of the process	25-Oct-13	31-Oct-13	Sean Gannon
2.1.a.9	Draft final project report	25-Oct-13	31-Oct-13	Sean Gannon
<b>2.1.a.10</b>	<b>Final sign-off by PMO</b>	<b>25-Oct-13</b>	<b>31-Oct-13</b>	<b>Sean Gannon</b>

## 2.1.b. Rationalize enhancement opportunities identified by Divisions

Project #	Task Description	Start Date	End Date	Owner
<b>Project 2.1.b.</b>	<b>Rationalize enhancement opportunities identified by Divisions</b>	<b>28-Jun-13</b>	<b>30-Sep-13</b>	<b>Sean Gannon</b>
2.1.b.1	Deloitte to draft initial list of prioritized enhancement opportunities	28-Jun-13	19-Jul-13	Rob Witcher
2.1.b.2	Identification of remediation activities and assignment to different divisions	19-Jul-13	25-Jul-13	Sean Gannon
2.1.b.3	Validate the list of enhancement opportunities, and approach to mitigate risks, with Ministry's security leads/teams (HIPSL: Ken Madden; IMKS: Stephen Braniff, Melissa Murdock)	25-Jul-13	31-Jul-13	Ken Madden, Stephen Braniff
2.1.b.4	Meet with individual program area divisional contacts to clarify identified enhancement opportunities and get agreement on mitigation strategy	1-Aug-13	9-Aug-13	Sean Gannon
2.1.b.5	Divisions to create awareness materials based on enhancement opportunities	1-Aug-13	9-Aug-13	Sean Gannon
2.1.b.6	Draft work plan for each identified mitigation strategy	9-Aug-13	13-Aug-13	Sean Gannon
2.1.b.7	Communicate mitigation plan with each division	26-Aug-13	30-Aug-13	Sean Gannon
2.1.b.8	Facilitate and monitor progress	26-Aug-13	16-Sep-13	Sean Gannon
2.1.b.9	Evaluate success of the process	16-Sep-13	20-Sep-13	Sean Gannon
2.1.b.10	Draft final project report	23-Sep-13	27-Sep-13	Sean Gannon
2.1.b.11	<b>Final sign-off by PMO</b>	<b>13-Sep-13</b>	<b>30-Sep-13</b>	<b>Sean Gannon</b>

## 2.2 Security Model for the Data Environment

Project #	Task Description	Start Date	End Date	Owner
<b>Project 2.2</b>	<b>Security Model for the Data Environment</b>	<b>23-Jun-13</b>	<b>23-Aug-13</b>	<b>Deloitte - Tarlok Birdi</b>
2.2.1	Draft an executive summary of the scope and objectives of the project for Kelly	16-Jul-13	18-Jul-13	Albert, Jamie, Tarlok
2.2.2	Review draft reference architecture with MoH and revise	23-Jul-13	9-Aug-13	Tarlok Birdi
2.2.3	Review and document the security considerations for each core component of the SAE and document	25-Jul-13	31-Jul-13	Tarlok Birdi, Albert Yap
2.2.4	Develop draft security model for target data environment	29-Jul-13	12-Aug-13	Tarlok Birdi, Albert Yap
2.2.5	QA review of model	12-Aug-13	13-Aug-13	Albert Yap
2.2.6	Conduct workshop to validate target security model	14-Aug-13	14-Aug-13	Tarlok Birdi, Albert Yap
2.2.7	Perform revision and submit	14-Aug-13	15-Aug-13	Tarlok Birdi, Albert Yap
2.2.8	<b>Final sign-off by PMO</b>	<b>19-Aug-13</b>	<b>23-Aug-13</b>	<b>Tarlok Birdi, Albert Yap</b>

## 4.2 Enhanced Awareness Program Development

Project #	Task Description	Start Date	End Date	Owner
<b>Project 4.2</b>	<b>Enhanced Awareness Program Development</b>	<b>1-Sep-12</b>	<b>31-Oct-13</b>	<b>Heather Dunlop</b>
4.2.1	Framework for the development, implementation and sustainment of the Program	1-Sep-12	20-Aug-13	
4.2.1.1	Create Project Charter			
4.2.1.1.1	Review Project 4 Charter to ensure that 4.2 is accurately reflected	2-Jul-13	2-Jul-13	Heather Dunlop
4.2.1.1.2	Revise and finalize Charter	2-Jul-13	26-Jul-13	Heather Dunlop / Saloumeh Pourmalek
4.2.1.2	Future state analysis			
4.2.1.2.1	Research best practices (e.g., IAPP, COACH Guidelines, etc)	1-Sep-12	1-Oct-12	Heather Dunlop
4.2.1.2.2	Review other jurisdictions, ministries and health authorities	1-Sep-12	1-Oct-12	Heather Dunlop
4.2.1.2.3	Develop ideal future state of Ministry education program	1-Sep-12	1-Oct-12	Heather Dunlop
4.2.1.3	Requirements Analysis			
4.2.1.3.1	Collect feedback from program areas	1-Sep-12	19-Apr-13	Chris Reimer
4.2.1.3.2	Analyze feedback	1-Jan-13	19-Apr-13	Chris Reimer
4.2.1.3.3	Develop summary of the Ministry's privacy and security education requirements/needs	8-Apr-13	19-Apr-13	Chris Reimer
4.2.1.4	Current State Assessment			
4.2.1.4.1	Review IMKS and HIPSL's current education and awareness curriculum	1-Sep-12	1-Oct-12	Chris Reimer
4.2.1.4.2	Review IMKS and HIPSL's current education and reference materials on Intranet	1-Sep-12	1-Oct-12	Chris Reimer
4.2.1.4.3	Review OCIO's current education materials	1-Sep-12	1-Oct-12	Chris Reimer
4.2.1.4.4	Coordinate with OCIO to develop an implementation strategy within MoH for OCIO's IM eModule for Contractors	26-Jul-13	30-Sep-13	Heather Dunlop
4.2.1.4.5	Develop a current state summary	26-Jul-13	26-Jul-13	Holly Romanow
4.2.1.5	Implementation and Sustainment Considerations			
4.2.1.5.1	Assess and document high-level time and budgetary resource requirements for the development, implementation, administration and sustainment of an education program	23-Jul-13	14-Aug-13	Chris Reimer
4.2.1.5.2	Assess and document high-level outcomes and benefits of an education program	23-Jul-13	14-Aug-13	Chris Reimer
4.2.1.5.3	Develop general curriculum structure	29-Jul-13	14-Aug-13	Chris Reimer
4.2.1.6	Develop Framework			
4.2.1.6.1	Coordinate with HLBC to ensure alignment of program framework and accountability model between MoH and existing HLBC program	14-Aug-13	18-Sep-13	Chris Reimer/ Heather Dunlop
4.2.1.6.2	Building upon the above steps, develop a high-level education program framework	6-Aug-13	28-Aug-13	Chris Reimer
4.2.1.6.3	Review and finalize plan	28-Aug-13	4-Oct-13	Chris Reimer
4.2.1.7	Validate Program Framework			
4.2.1.7.1	Present framework to Information Management Governance Committee	21-Oct-13	21-Oct-13	Chris Reimer

Project #	Task Description	Start Date	End Date	Owner
Project 4.2	Enhanced Awareness Program Development for their approval and support	1-Sep-12	31-Oct-13	Heather Dunlop
4.2.1.8	Seek approval for implementation of the Program framework			
4.2.1.8.2	Finalize framework based on advice and direction of the IMGC	22-Oct-13	31-Oct-13	Chris Reimer
4.2.2	Foundational online module for Ministry staff: eModule #1	18-Jul-13	20-Aug-13	
4.2.2.1	Develop Content			
4.2.2.1.1	Based on content of Management train sessions (i.e., 4.1) develop content for a 30 minute online foundational training module for non-management Ministry staff	7-Jan-13	5-Apr-13	Chris Reimer
4.2.2.1.2	Evaluate Storyboard	8-Jan-13	25-Feb-13	Chris Reimer
4.2.2.1.3	Evaluate Alpha version of module	8-Mar-13	14-Mar-13	Chris Reimer
4.2.2.1.4	Conduct user testing of module	8-Mar-13	14-Mar-13	Chris Reimer
4.2.2.1.5	Evaluate Beta version of module	21-Mar-13	26-Mar-13	Chris Reimer
4.2.2.1.6	Co-ordinate with ODE, PSA and 3E contractor to address the logistics of uploading module to the Learning Centre website	12-Apr-13	12-Apr-13	Chris Reimer
4.2.2.1.7	Upload module to the Learning Centre website	5-Apr-13	19-Apr-13	Chris Reimer
4.2.2.1.8	Test the compatibility of the module on the Learning Centre	22-Apr-13	22-Apr-13	PSA
4.2.2.2	Content refresh cycle			
4.2.2.2.1	Develop content refresh cycle	6-Aug-13	14-Aug-13	Chris Reimer
4.2.2.2.2	Validate content refresh cycle	14-Aug-13	21-Aug-13	Chris Reimer
4.2.2.2.3	Approve content refresh cycle	14-Aug-13	21-Aug-13	Chris Reimer
4.2.2.3	Delivery mechanisms			
4.2.2.3.1	Co-ordinate with ODE and PSA to address the logistics of hosting module on the Learning Centre website	23-Jul-13	28-Aug-13	Chris Reimer/ Heather Dunlop
4.2.2.3.2	Pilot test modules	28-Aug-13	30-Aug-13	Chris Reimer/ Heather Dunlop
4.2.2.4	Accountability framework			
4.2.2.4.1	Develop Accountability Framework	21-Aug-13	11-Sep-13	Chris Reimer
4.2.2.4.2	Validate Accountability Framework	11-Sep-13	18-Sep-13	Chris Reimer
4.2.2.4.3	Approve Accountability Framework	19-Sep-13	20-Sep-13	Chris Reimer
4.2.2.5	Program compliance measures			
4.2.2.5.1	Develop Program Compliance Measures	21-Aug-13	11-Sep-13	Chris Reimer
4.2.2.5.2	Validate Program Compliance Measures	11-Sep-13	18-Sep-13	Chris Reimer
4.2.2.5.3	Approve Program Compliance Measures	19-Sep-13	20-Sep-13	Chris Reimer
4.2.4	Role-specific module for 'Data Officers'			
4.2.4.1	Develop Content			
4.2.4.1.1	Develop educational needs of Data Officers	2-Sep-13	20-Sep-13	Deloitte
4.2.4.1.2	Draft materials for Data Officer education	2-Sep-13	20-Sep-13	Deloitte
4.2.4.2	Deliver Education			
4.2.4.2.1	Deliver education in chosen modality	20-Sep-13	30-Sep-13	Deloitte
4.2.4.3	Sustainment			
4.2.4.3.1	Hand over materials and documentation from Deloitte to Ministry	20-Sep-13	30-Sep-13	Deloitte

Project #	Task Description	Start Date	End Date	Owner
<b>Project 4.2</b>	<b>Enhanced Awareness Program Development</b>	<b>1-Sep-12</b>	<b>31-Oct-13</b>	<b>Heather Dunlop</b>
4.2.4.3.2	Develop sustainment plan for internal Ministry delivery of Data Officer education, including resource requirements	30-Sep-13	31-Oct-13	Heather Dunlop
4.2.5	Contractor Education: eModule		tbd	
4.2.5.1	Develop content and launch			
4.2.5.1.1	Develop eModule	tbd	tbd	OCIO
4.2.5.1.2	Launch eModule	tbd	tbd	OCIO
4.2.5.2	Identify Target User Groups			
4.2.5.1.3	Communicate with Contract Management Office to inform them of the eModule and that it is mandatory for all contractors and researchers	6-Aug-13	14-Aug-13	Chris Reimer
4.2.5.3	Accountability framework			
4.2.3.5.1	Develop Accountability Framework	21-Aug-13	4-Sep-13	Chris Reimer
4.2.3.5.2	Validate Accountability Framework	5-Sep-13	12-Sep-13	Chris Reimer
4.2.3.5.3	Approve Accountability Framework	19-Sep-13	20-Sep-13	Chris Reimer
4.2.3.6	Program compliance measures			
4.2.3.6.1	Develop Program Compliance Measures	21-Aug-13	4-Sep-13	Chris Reimer
4.2.3.6.2	Validate Program Compliance Measures	5-Sep-13	12-Sep-13	Chris Reimer
4.2.3.6.3	Approve Program Compliance Measures	19-Sep-13	20-Sep-13	Chris Reimer
4.2.6	Communications Plans			
4.2.6.1	Develop plan for communicating the goals, purpose and structure of the program to Ministry staff			
4.2.6.1.1	Develop plan	22-Jul-13	23-Aug-13	Holly Romanow
4.2.6.1.2	Validate plan	26-Aug-13	11-Sep-13	Holly Romanow
4.2.6.1.3	Approve plan	11-Sep-13	11-Sep-13	Holly Romanow
4.2.6.1.4	Develop Communications materials (e.g., email from DM)	11-Sep-13	30-Sep-13	Holly Romanow
4.2.6.1.5	Implement plan	8-Oct-13	31-Oct-13	Holly Romanow
4.2.6.2	Develop plan for communicating the accountability framework to management			
4.2.6.2.1	Develop plan	22-Jul-13	23-Aug-13	Holly Romanow
4.2.6.2.2	Validate plan	26-Aug-13	11-Sep-13	Holly Romanow
4.2.6.2.3	Approve plan	11-Sep-13	11-Sep-13	Holly Romanow
4.2.6.2.4	Develop Communications materials (e.g., email from DM)	11-Sep-13	30-Sep-13	Holly Romanow
4.2.6.2.5	Implement plan	8-Oct-13	31-Oct-13	Holly Romanow
4.2.7	Completion			
4.2.7.1	Completion Report			
4.2.7.1.1	Draft Completion Report	20-Sep-13	25-Sep-13	PMO
4.2.7.1.2	Finalize Completion Report	25-Sep-13	26-Sep-13	PMO
4.2.7.1.3	Completion Report Sign Off	26-Sep-13	30-Sep-13	PMO
4.2.8	Final sign-off by PMO	30-Sep-13	30-Sep-13	Heather Dunlop

## 5.4 Enhance access review process

Project #	Task Description	Start Date	End Date	Owner
Project 5.4	Enhance access review process	29-Jul-13	31-Oct-13	Martin Townson
5.4.1	Identify DSAM managed data and data owners to include in review process	29-Jul-13	30-Aug-13	DSAM
5.4.2	Identify or develop tools for generating lists of users with access to PI	29-Jul-13	30-Aug-13	DSAM
5.4.3	Develop a review schedule for each database (i.e. quarterly, bi-annually)	29-Jul-13	30-Aug-13	DSAM
5.4.4	Develop process documentation for DSAM	29-Jul-13	13-Sep-13	DSAM
5.4.5	Develop email templates to be used when sending out lists	29-Jul-13	13-Sep-13	DSAM
5.4.6	Perform October Access Reviews	14-Oct-13	31-Oct-13	DSAM
5.4.7	Meet with PMO to finalize and signoff documents	9-Sep-13	16-Sep-13	DSAM

## 5.5 Define solution options for access management

Project #	Task Description	Start Date	End Date	Owner
<b>Project 5.5</b>	<b>Define solution options for access management</b>	<b>19-Aug-13</b>	<b>4-Oct-13</b>	<b>Deloitte - Alvin Madar</b>
<b>5.5.1</b>	<b>Current State Assessment</b>			
5.5.1.1	Conduct interviews and review process documentation (Authentication Services, Connections, and DSAM)	19-Aug-13	30-Aug-13	Alvin Madar / Asima Khokhar
5.5.1.2	Perform IMKS application inventory	26-Aug-13	30-Aug-13	Alvin Madar / Asima Khokhar
5.5.1.3	Determine roles and responsibilities for IAM activities for each HDAS group	26-Aug-13	30-Aug-13	Alvin Madar / Asima Khokhar
5.5.1.4	Draft IAM process diagrams	29-Aug-13	4-Sep-13	Alvin Madar / Asima Khokhar
5.5.1.5	Draft venn diagram to show application responsibilities	29-Aug-13	4-Sep-13	Alvin Madar / Asima Khokhar
5.5.1.6	Obtain an understanding of effort for each process	29-Aug-13	4-Sep-13	Alvin Madar / Asima Khokhar
5.5.1.7	Obtain an understanding of the number of FTE for the	29-Aug-13	4-Sep-13	Alvin Madar / Asima Khokhar
5.5.1.8	Validate our current state findings with MOH	5-Sep-13	5-Sep-13	Alvin Madar / Asima Khokhar
5.5.1.9	Revise current state findings based on feedback	5-Sep-13	6-Sep-13	Alvin Madar / Asima Khokhar
<b>5.5.2</b>	<b>IAM Analysis</b>			
5.5.2.1	Identify IAM process gaps based on current state assessment	9-Sep-13	11-Sep-13	Alvin Madar / Asima Khokhar
5.5.2.2	Identify IAM technical gaps	9-Sep-13	11-Sep-13	Alvin Madar / Asima Khokhar
5.5.2.3	Identify IAM resourcing gaps	9-Sep-13	11-Sep-13	Alvin Madar / Asima Khokhar
5.5.2.4	Review preliminary analysis with MOH	12-Sep-13	12-Sep-13	Alvin Madar / Asima Khokhar
5.5.2.5	Revise analysis based on feedback	12-Sep-13	13-Sep-13	Alvin Madar / Asima Khokhar
<b>5.5.3</b>	<b>Future State Options and Roadmap</b>			
5.5.3.1	Develop IAM solution options for IMKS	16-Sep-13	18-Sep-13	Alvin Madar / Asima Khokhar
5.5.3.2	Outline the qualitative benefits of each options	18-Sep-13	19-Sep-13	Alvin Madar / Asima Khokhar
5.5.3.3	Outline next steps for the suggested options	23-Sep-13	24-Sep-13	Alvin Madar / Asima Khokhar
5.5.3.4	Develop roadmap to reach IAM vision	24-Sep-13	25-Sep-13	Alvin Madar / Asima Khokhar
5.5.3.5	Validate future state options with MOH	26-Sep-13	26-Sep-13	Alvin Madar / Asima Khokhar
<b>5.5.4</b>	<b>Final sign-off by PMO</b>	<b>30-Sep-13</b>	<b>4-Oct-13</b>	<b>Alvin Madar</b>

## 5.6 Enhance access control policies across the Ministry

Project #	Task Description	Start Date	End Date	Owner
<b>Project 5.6</b>	<b>Enhance access control policies across the Ministry</b>	<b>29-Jul-13</b>	<b>15-Oct-13</b>	<b>Martin Townson</b>
5.6.1	Create a definition for systems, applications & databases	29-Jul-13	6-Sep-13	Gord
5.6.2	Create standardized policies (new access, transfer, termination, & review)	29-Jul-13	13-Sep-13	Martin Townson
5.6.3	Review and approve the draft policies			
5.6.3.1	IMKS review (Shirley, Kelly)	16-Sep-13	20-Sep-13	Martin Townson
5.6.3.2	Data Office review (Sep 25)	20-Sep-13	25-Sep-13	Martin Townson
5.6.4	Develop Web page for policy/procedures	30-Aug-13	15-Oct-13	Martin Townson
5.6.5	Communication plan			
5.6.5.1	Develop the Communication plan	30-Aug-13	15-Sep-13	Martin Townson / Saloumeh
5.6.5.2	Implement the Communication plan	30-Aug-13	23-Sep-13	Martin Townson / Saloumeh
5.6.6	Meet with PMO to finalize and signoff documents	30-Sep-13	30-Sep-13	Martin Townson

### 6.3 Data Sharing Agreements Process Standardization

Project #	Task Description	Start Date	End Date	Owner
<b>Project 6.3</b>	<b>Data Sharing Agreements Process Standardization</b>	<b>1-Jun-13</b>	<b>18-Oct-13</b>	<b>Melissa Murdock</b>
	<b>Process Standardization</b>			
6.3.1	Application for ISA form, designed and implemented	1-Jun-13	1-Jul-13	Melissa Murdock
6.3.2	Information re: ISAs / guiding steps available on website	1-Jun-13	1-Jul-13	Melissa Murdock
6.3.3	Agreement templates, designed, approved and implemented (ISA)	1-Jul-13	30-Sep-13	Melissa Murdock
6.3.4	Client-focused, documented ISA Process Documentation	1-Jul-13	30-Sep-13	Melissa Murdock
6.3.5	MOH training, tutorials on ISA process and templates	1-Jul-13	30-Sep-13	Melissa Murdock
	<b>Development &amp; Application of risk ruler</b>			
6.3.6	Develop Risk Ruler	1-Jul-13	12-Jul-13	Melissa Murdock
6.3.7	Validate Risk Ruler	12-Jul-13	2-Aug-13	Deloitte
6.3.8	Validate general application of Risk Ruler with HIPSL	6-Aug-13	9-Aug-13	Melissa Murdock
6.3.9	Validate general application of Risk Ruler with AG	12-Aug-13	16-Aug-13	Melissa Murdock
6.3.10	Apply Risk Ruler to 106 situations	16-Aug-13	3-Sep-13	Roger McGuire
6.3.11	Present application of risk ruler to ADMs	1-Sep-13	12-Sep-13	Melissa Murdock
6.3.12	Programs areas key contacts complete form 5426x7	9-Sep-13	16-Sep-13	Melissa Murdock
6.3.13	Produce final drafts of ISAs for HIGH risk category (approximately 7)	9-Sep-13	30-Sep-13	Melissa Murdock
6.3.14	Signoff of ISA's by clients	30-Sep-13	18-Oct-13	Melissa Murdock
<b>6.3.15</b>	<b>Final sign-off by PMO</b>	<b>7-Oct-13</b>	<b>18-Oct-13</b>	<b>Melissa Murdock</b>

### 7.1.a. Service provider logging requirements review

Project #	Task Description	Start Date	End Date	Owner
<b>Project 7.1.a</b>	<b>Service provider logging requirements review</b>	<b>23-Jul-13</b>	<b>30-Sep-13</b>	<b>Gord Stodola</b>
7.1.a.1	Document list of external service providers	23-Jul-13	26-Jul-13	Gord Stodola
7.1.a.2	Determine which of these service providers are in-scope for this project	26-Jul-13	26-Jul-13	Gord Stodola
7.1.a.3	Document list of applications and systems, including business owner and business access approver	29-Jul-13	20-Sep-13	Gord Stodola
7.1.a.4	Determine which applications and systems contain personally-identifiable data (in-scope), including validation with the business owner	29-Jul-13	20-Sep-13	Gord Stodola
7.1.a.5	Confirm the level of existing monitoring on these in-scope applications and systems, and what level of logging is available	29-Jul-13	30-Aug-13	Gord Stodola
7.1.a.6	Determine minimum logging criteria for these in-scope applications and systems	29-Jul-13	16-Aug-13	Gord Stodola
7.1.a.7	Estimate effort required to enable basic logging per in-scope application or system	19-Aug-13	27-Sep-13	Gord Stodola
7.1.a.8	Prepare project documentation	9-Sep-13	27-Sep-13	Gord Stodola
<b>7.1.a.9</b>	<b>Final sign-off by PMO</b>	<b>13-Sep-13</b>	<b>30-Sep-13</b>	<b>Gord Stodola</b>

## 7.2 Define a roadmap to mature the logging & monitoring processes

Project #	Task Description	Start Date	End Date	Owner
<b>Project 7.2</b>	<b>Define a roadmap to mature the logging &amp; monitoring processes</b>	<b>8-Jul-13</b>	<b>22-Aug-13</b>	<b>Deloitte - Tarlok Birdi</b>
<b>7.2.1</b>	<b>Define the current environment and threat landscape</b>	<b>7/8/2013</b>	<b>8/2/2013</b>	
7.2.1.1	Leveraging the results of Project 7.1 define and validate the scope of critical systems, applications and data environment	8-Jul-13	10-Jul-13	Tarlok Birdi
7.2.1.2	Categorize the critical systems, applications and data environment	10-Jul-13	11-Jul-13	Tarlok Birdi
7.2.1.3	Develop an initial threat landscape based on the current risk of information exposure and misuse	10-Jul-13	12-Jul-13	Ryan Mattinson
7.2.1.4	Conduct interviews / workshops to validate the LM framework and current threat landscape.	16-Jul-13	17-Jul-13	Tarlok Birdi
7.2.1.5	Draft the MoH Strategy (HL outline)	9-Jul-13	12-Jul-13	Tarlok Birdi
7.2.1.6	Perform Deloitte QA review of the threat landscape	29-Jul-13	31-Jul-13	Mark F., Milos P.
7.2.1.7	Finalize and submit the final draft (Strategy outline, threat environment, conceptual architecture).	1-Aug-13	2-Aug-13	Tarlok Birdi
<b>7.2.2</b>	<b>Define the Logging and Monitoring Use Cases</b>	<b>7/15/2013</b>	<b>8/6/2013</b>	
7.2.2.1	Define the key drivers and policy requirements	15-Jul-13	25-Jul-13	Tarlok Birdi
7.2.2.2	Based on current MoH environment and industry practices define recommendations for a logging policy	22-Jul-13	9-Aug-13	Tarlok B, Asima K.
7.2.2.3	Based on current MoH environment and industry practices define recommendations for a logging guidance	23-Jul-13	9-Aug-13	Tarlok B, Asima K.
7.2.2.4	Develop the high risk logging and monitoring use cases based on the threat landscape and policy requirements.	24-Jul-13	1-Aug-13	Tarlok B, Ryan M.
7.2.2.5	Perform Deloitte QA review of draft use cases	1-Aug-13	1-Aug-13	Mark F., Milos P.
7.2.2.6	Perform QA revisions	1-Aug-13	1-Aug-13	Tarlok B, Ryan M.
7.2.2.7	Conduct workshop to review and validate draft use cases	2-Aug-13	2-Aug-13	Tarlok B, Ryan M.
7.2.2.8	Revise and finalize final use cases	2-Aug-13	6-Aug-13	Tarlok B, Ryan M.
<b>7.2.3</b>	<b>Define the Logging and Monitoring Operational Model Options</b>	<b>8/6/2013</b>	<b>8/14/2013</b>	
7.2.3.1	Define the operational components (i.e. solution administration and maintenance, Alert and incident management), including roles and responsibilities within and external to the Ministry	6-Aug-13	8-Aug-13	Tarlok Birdi
7.2.3.2	Define the high level operational model options	6-Aug-13	8-Aug-13	Tarlok Birdi
7.2.3.3	Perform Deloitte QA review of logging and monitoring operational definition	8-Aug-13	12-Aug-13	Mark F., Milos P.
7.2.3.4	Perform QA revisions	12-Aug-13	12-Aug-13	Tarlok Birdi

Project #	Task Description	Start Date	End Date	Owner
<b>Project 7.2</b>	<b>Define a roadmap to mature the logging &amp; monitoring processes</b>	<b>8-Jul-13</b>	<b>22-Aug-13</b>	<b>Deloitte - Tarlok Birdi</b>
7.2.3.5	Conduct workshop to review and validate operational model options.	13-Aug-13	13-Aug-13	Tarlok Birdi
7.2.3.6	Revise and finalize operational definition	13-Aug-13	14-Aug-13	Tarlok Birdi
<b>7.2.4</b>	<b>Define the Target Logging and Monitoring Solution Options</b>	<b>7/29/2013</b>	<b>8/22/2013</b>	
7.2.4.1	Leveraging the Information security program architecture identify the security principles applicable to the logging and monitoring architecture.	29-Jul-13	9-Aug-13	Tarlok B, Asima K.
7.2.4.3	Develop the target functional logging and monitoring architecture options, describing the target future state building blocks for addressing the requirements.	12-Aug-13	15-Aug-13	Tarlok Birdi
7.2.4.4	Perform Deloitte QA review of architecture options	15-Aug-13	19-Aug-13	Mark Fernandes
7.2.4.5	Perform QA revisions	19-Aug-13	20-Aug-13	Tarlok Birdi
7.2.4.6	Conduct workshop to review and validate architecture options.	21-Aug-13	21-Aug-13	Tarlok Birdi
7.2.4.7	Revise and finalize target architecture	21-Aug-13	22-Aug-13	Tarlok Birdi
7.2.4.8	Integrated project workshop	3-Oct-13	10-Oct-13	Jamie/Rob
<b>7.2.5</b>	<b>Final sign-off by PMO</b>	<b>23-Aug-13</b>	<b>30-Aug-13</b>	<b>Tarlok Birdi</b>

## 8.2 Security Program – Organization and Responsibilities Gap Assessment

Project #	Task Description	Start Date	End Date	Owner
Project 8.2	Define security management roles and responsibilities	8-Jul-13	10-Oct-13	Deloitte - Eric Rae
	<b>Phase 1: Initial Development</b>			
8.2.1	Conduct initial kickoff meeting with key individuals involved	8-Jul-13	8-Jul-13	Eric Rae
8.2.2	Validate the security framework being used as a reference point	8-Jul-13	8-Jul-13	Eric Rae
8.2.3	Review any applicable documentation and update working papers as needed	9-Jul-13	11-Jul-13	Eric Rae
	<b>Phase 2: Current state assessment</b>			
8.2.4	Conduct discussions with MOH individuals on their specific roles, responsibilities, and accountability as it relates the Security Program Framework	11-Jul-13	26-Jul-13	Eric Rae
	<b>Phase 3: Documentation and QA</b>			
8.2.5	Identify and document gaps	29-Jul-13	2-Aug-13	Eric Rae
8.2.6	Provide recommendations for improvement	29-Jul-13	2-Aug-13	Eric Rae
8.2.7	Prepare prioritization of recommendations for improvement	5-Aug-13	7-Aug-13	Eric Rae
8.2.8	Document general descriptions of roles based on recommended target state	7-Aug-13	9-Aug-13	Eric Rae
8.2.9	Internal Deloitte QA	12-Aug-13	16-Aug-13	Eric Rae
8.2.10	Make corrections as appropriate	15-Aug-13	16-Aug-13	Eric Rae
	<b>Phase 4: Delivery</b>			
8.2.11	Presentation of draft report to MOH	19-Aug-13	19-Aug-13	Jamie/Rob
8.2.12	Make corrections as appropriate	26-Aug-13	26-Aug-13	Jamie/Rob
8.2.13	Integrated project workshop	3-Oct-13	10-Oct-13	Jamie/Rob
8.2.14	Final sign-off by PMO	28-Aug-13	28-Aug-13	Jamie/Rob

## 9.1. Develop a ministry privacy policy

Project #	Task Description	Start Date	End Date	Owner
Project 9.1	Develop a ministry privacy policy	1-Apr-13	31-Oct-13	Heather Dunlop
9.1.1	Ministry of Health Information Privacy Policy and Acknowledgement			
9.1.1.1	Future state analysis			
	Conduct research of guidelines and best practices for information privacy policy	1-Apr-13	30-Apr-13	Chris Reimer/ Liz Keay
9.1.1.2	Inventory of related policies, guidelines and references			
	Create inventory of policies, guidelines, and other sources to be referenced in Policy	23-Jul-13	30-Jul-13	Chris Reimer
9.1.1.3	Validation of alignment with applicable Government policies			
	Conduct an analysis of the relevant privacy and information management policies and legislation within the BC Government (i.e., OCIO, CPPM, etc.)	1-Apr-13	30-Jul-13	Chris Reimer/ Holly Romanow
	Determine approach for alignment between existing HLBC information privacy policy	23-Jul-13	2-Aug-13	Chris Reimer
	Validate the alignment of the policy vision with applicable Government policies	1-Apr-13	30-Jul-13	Chris Reimer
9.1.1.4	Draft Policy content			
	Create Policy framework/table of contents	1-Apr-13	10-Apr-13	Chris Reimer/ Liz Keay
	Create Policy draft	1-Apr-13	14-Aug-13	Chris Reimer/Heather Dunlop
9.1.1.5	Validation of Policy (Union/HR issues)			
	Identify Ministry staff to whom the privacy policy will NOT apply (e.g., HLBC Nurses)	2-Aug-13	9-Aug-13	Chris Reimer
	Consult and submit Policy draft to relevant human resources and labour relations stakeholders to validate annual policy acknowledgement sign-off	2-Aug-13	9-Aug-13	Heather Dunlop
	Revise Policy as needed	13-Aug-13	16-Aug-13	Heather Dunlop/ Chris Reimer
9.1.1.6	Validation of Policy (HLBC)			
	Meet with HLBC stakeholders to discuss HLBC special needs and issues	14-Aug-13	20-Aug-13	Heather Dunlop/ Chris Reimer
	Submit Policy draft to HLBC labour relations to ensure alignment with unique HLBC HR	21-Aug-13	28-Aug-13	Heather Dunlop/ Chris Reimer
	Revise Policy as needed	28-Aug-13	28-Aug-13	Heather Dunlop/ Chris Reimer
9.1.1.7	Validation of Policy (Central/OCIO)			

Project #	Task Description	Start Date	End Date	Owner
<b>Project 9.1</b>	<b>Develop a ministry privacy policy</b>	<b>1-Apr-13</b>	<b>31-Oct-13</b>	<b>Heather Dunlop</b>
	Submit Policy draft to LPP in OCIO to ensure alignment with central policies	21-Aug-13	28-Aug-13	Chris Reimer
	Revise Policy as needed	28-Aug-13	28-Aug-13	Chris Reimer
<b>9.1.1.8</b>	<b>Validation of Policy (MoH Governance)</b>			
	Submit Policy draft to Chief Privacy Officer for validation of content	21-Aug-13	28-Aug-13	Chris Reimer
	Revise Policy as needed	28-Aug-13	28-Aug-13	Chris Reimer
<b>9.1.1.9</b>	<b>Policy approved</b>			
	Submit Policy to ADM and DM approval for implementation	30-Aug-13	30-Aug-13	Chris Reimer
	Policy approved	30-Aug-13	3-Sep-13	Chris Reimer
<b>9.1.2</b>	<b>Accountability Framework</b>			
<b>9.1.2.1</b>	<b>Accountability framework developed</b>			
	Develop accountability framework	3-Sep-13	11-Sep-13	Chris Reimer
<b>9.1.2.2</b>	<b>Accountability framework approved</b>			
	Submit accountability framework for approval	11-Sep-13	18-Sep-13	Chris Reimer
	Accountability framework approved	19-Sep-13	19-Sep-13	Chris Reimer
<b>9.1.3</b>	<b>Supporting Processes</b>			
<b>9.1.3.1</b>	<b>Delivery mechanisms</b>			
	Develop delivery mechanism for employees (onboarding and annual refresh)	10-Sep-13	17-Sep-13	Chris Reimer/ Wayman Yee
	Finalize and approve delivery mechanism for implementation	17-Sep-13	20-Sep-13	Chris Reimer
<b>9.1.3.2</b>	<b>Tracking and reporting mechanisms</b>			
	Develop tracking and reporting mechanisms for employees (onboarding and annual refresh)	10-Sep-13	17-Sep-13	Chris Reimer/ Wayman Yee
	Finalize and approve tracking and reporting mechanisms for implementation	17-Sep-13	20-Sep-13	Chris Reimer
<b>9.1.4</b>	<b>Content review/refresh cycle</b>			
<b>9.1.4.1</b>	<b>Content review/refresh cycle</b>			
	Develop content review/refresh cycle for employees (onboarding and annual refresh)	10-Sep-13	17-Sep-13	Chris Reimer
	Finalize and approve content review/refresh cycle for implementation	17-Sep-13	20-Sep-13	Chris Reimer
<b>9.1.5</b>	<b>Inventory of future-state guidance documents</b>			
<b>9.1.5.1</b>	<b>Inventory of future-state guidance documents</b>			
	Develop inventory of potential future guidance documents	1-Oct-13	8-Oct-13	Chris Reimer
	Categorize items in inventory based on need/priority for guidance	1-Oct-13	8-Oct-13	Chris Reimer

Project #	Task Description	Start Date	End Date	Owner
<b>Project 9.1</b>	<b>Develop a ministry privacy policy</b>	<b>1-Apr-13</b>	<b>31-Oct-13</b>	<b>Heather Dunlop</b>
<b>9.1.6</b>	<b>Implementation and Communications Plans</b>			
9.1.6.1	Develop plan for communicating the goals, purpose and structure of the program to Ministry staff			
	Develop plan	22-Jul-13	23-Aug-13	Holly Romanow
	Validate plan	26-Aug-13	11-Sep-13	Holly Romanow
	Approve plan	11-Sep-13	11-Sep-13	Holly Romanow
	Develop Communications materials (e.g., email from DM)	11-Sep-13	30-Sep-13	Holly Romanow
	Implement plan	8-Oct-13	31-Oct-13	Holly Romanow
9.1.6.2	Develop plan for communicating the accountability framework to management			
	Develop plan	22-Jul-13	23-Aug-13	Holly Romanow
	Validate plan	26-Aug-13	11-Sep-13	Holly Romanow
	Approve plan	11-Sep-13	11-Sep-13	Holly Romanow
	Develop Communications materials (e.g., email from DM)	11-Sep-13	30-Sep-13	Holly Romanow
	Implement plan	8-Oct-13	31-Oct-13	Holly Romanow
<b>9.1.7</b>	<b>Completion</b>			
9.1.7.1	Completion Report			
	Draft Completion Report	20-Sep-13	25-Sep-13	PMO
	Finalize Completion Report	25-Sep-13	26-Sep-13	PMO
	Completion Report Sign Off	26-Sep-13	30-Sep-13	PMO
<b>9.1.8</b>	<b>Final sign-off by PMO</b>	<b>30-Sep-13</b>	<b>30-Sep-13</b>	<b>Heather Dunlop</b>

## 10.1 Develop an information compliance monitoring function

Project #	Task Description	Start Date	End Date	Owner
<b>Project 10.1</b>	<b>Develop an information compliance monitoring function</b>	<b>12-Jul-13</b>	<b>30-Sep-13</b>	<b>Deloitte - Steven Fung</b>
<b>10.1.1</b>	<b>Compliance Function Mandate</b>			
10.1.1.1	Draft compliance function mandate	7-Aug-13	16-Aug-13	Steven Fung
10.1.1.1.1	Identify compliance drivers			
10.1.1.1.2	Identify compliance areas			
10.1.1.1.3	Confirm compliance domains			
<b>10.1.2</b>	<b>Compliance Function Model and Implementation Considerations</b>			
10.1.2.1	Understand organizational model of existing groups within MOH (e.g. David Fairbotham)	1-Aug-13	16-Aug-13	Steven Fung
10.1.2.2	Understand scope of existing compliance functions to determine where overlaps may exist	1-Aug-13	16-Aug-13	Steven Fung
10.1.2.3	Identify key governance requirements for model (reporting relationships, roles, etc.)	12-Aug-13	16-Aug-13	Steven Fung
10.1.2.4	Identify key parameters for defining implementation strategy	16-Sep-13	27-Sep-13	Steven Fung
10.1.2.5	Develop sample implementation plan	16-Sep-13	27-Sep-13	Steven Fung
10.1.2.6	Identify and document implementation strategy options and considerations	16-Sep-13	27-Sep-13	Steven Fung
10.1.2.7	Validate with key stakeholders	16-Sep-13	27-Sep-13	Steven Fung
<b>10.1.3</b>	<b>Define resource and skill requirements for the function</b>			
10.1.3.1	Determine resource considerations based on mandate and scope	16-Sep-13	27-Sep-13	Steven Fung
<b>10.1.4</b>	<b>Final sign-off by PMO</b>	<b>30-Sep-13</b>	<b>30-Sep-13</b>	<b>Steven Fung</b>

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May 17, 2013

### Notice of Intent to Contract

Notice is hereby given by the Ministry of Health of an intent to contract with:

Deloitte LLP.

To ensure that the Ministry has interpreted, planned and implemented the Road Map Deloitte LLP designed to mitigate security and privacy concerns. Deloitte LLP will provide support for internal and external reporting and communications.

This Phase 2 of the over-all project requires continued focus on emphasizing a Ministry-wide approach ensuring continued risk reduction, while a strategic plan for implementation of the Governance structure and the remaining recommendations are established.

The total value of the contract is expected not to exceed \$715,000 for the period covering approximately May 27, 2013 to October 15, 2013.

The Ministry of Health believes that this vendor is the only one qualified to provide the services based on the following reasons:

1. Work based on the involvement of Deloitte LLP's senior partners and consultants included the development of a Road Map of recommendations to support enhanced security and privacy. Accordingly, Deloitte LLP is considered the unique expert in this regard.
2. Deloitte's expert knowledge of, experience with and unique perspective of the Road Map for the recommendations will ensure project consistency, continuity and timely completion of close out work and the continued appropriate level of risk reduction.
3. Timely completion of the close out work is imperative for the Ministry to move on with the final phase of the over-all project.

Vendors wishing to object to this decision should contact Catherine Minvielle, Ministry of Health, by email at [catherine.minvielle@gov.bc.ca](mailto:catherine.minvielle@gov.bc.ca) on or before 2:00 p.m. local time on \_\_\_\_\_, presenting specific reasons for their objection. Vendor ability to offer the same level of service at a lower cost in the same time frame will be the key criterion with regard to the consideration of vendor objections.

**MINISTRY OF HEALTH  
EXECUTIVE SUMMARY FOR  
POSTING SOLICITATIONS ON BCBid**

**Solicitation Number:** \_\_\_\_\_

**Solicitation Title:** NOI to Deloitte LLP

**Program/Division**

Health Sector IM/IT

**Program Contact/Phone Number**

Catherine Minvielle/250-952-2252

**Rationale for Solicitation (e.g. RFP/NOI)**

Please indicate the information that was completed to support the rationale. (e.g. needs assessment (the only route vs. in house), risk assessment, cost/benefit analysis, terms of reference and/or a business case)

NOI: To ensure that the Ministry has interpreted, planned and implemented the Road Map Deloitte LLP designed to mitigate security and privacy concerns. Deloitte LLP will provide support for internal and external reporting and communications.

This Phase 2 of the over-all project requires continued focus on emphasizing a Ministry-wide approach ensuring continued risk reduction, while a strategic plan for implementation of the Governance structure and the remaining recommendations are established.

**Is this an extension of an existing contract? If so, why?**

No

**What is the anticipated term of the Contract? Include any potential extensions that may be considered.**

Approximately May 2013 to September 30, 2013.

**What is the likelihood that an extension will happen and what is the length of the extension?**

Unlikely

**What is the total aggregate value of the contract including any extensions invoked?**

\$650,000

**What are the financial and non-financial implications if this is not approved?**

**MINISTRY OF HEALTH  
EXECUTIVE SUMMARY FOR  
POSTING SOLICITATIONS ON BCBid**

Financial: N/A

Non-financial implications: risk to privacy and security of data; public perception

**What is the proposed date for posting on BCBid?**

As soon as possible, hopefully by May 17, 2013

**Note:** Contract(s) issued as a result of this solicitation may not exceed the information provided and approved without pre-approval by the Executive.