



## Application Management Services Agreement (the “Agreement”)



Contract #: 2016-103

Dated: December 23, 2015

### Statement of Work

When signed by authorized representatives of both parties, this Statement of Work (SOW) assigns the On-Demand Services described herein to CGI and forms part of, and is subject to, the terms and conditions of the Agreement.

#### Reference Information

Reference Number: 2016-033 Amendment 1

Name: TPL Siebel Upgrade

Start Date: January 4, 2016

#### SOW Information

##### 1. Description

- a. Third Party Liability (TPL) is a Ministry of Health Case Management System developed using Oracle Siebel CRM in 2008. The application is used to track and manage cases where the Ministry of Health (MoH) can recover monies from third party insurance providers such as ICBC.
- b. In the spring of 2015 CGI delivered a Technical Infrastructure Upgrade Path for the Siebel TPL application which consisted of the following steps:
  1. **Host Server Upgrade** – This step completed in 2015 is a refresh of the application servers and upgrading to newer versions of the server software.
  2. **Siebel Server Version Upgrade** – Upgrade of TPL application to Siebel version IP-2015.
  3. **Application Upgrade to Siebel Open UI** - Implement Open UI to ensure Siebel compliance of product with Oracle certified configuration and compatibility with modern browsers (including IE11) and new features.
- c. The purpose of this project is complete step 2, Siebel Version upgrade to version IP-2015 (8.1.1.15) in order to stay current with technology and enable the next step Open UI to be implemented.
- d. This SOW will encompass all work for Step 2, the TPL Siebel Upgrade Project, and will be amended for each project phase as further details evolve regarding scope, budget and timeline. The first phase, Planning and Initiation, will deliver the Master Project Plan. The SOW will be amended upon the completion of the MPP at which time a detailed estimate for the next phase of the project, Execution and Implementation, will be available and reflected in the amended SOW.



## Application Management Services Agreement (the "Agreement")



Contract #: 2016-103

Dated: December 23, 2015

### 2. Fees

- a. **\$15,000.00** is the maximum fees payable under this SOW to complete Planning/Initiation after which this SOW will be amended to reflect fees associated with remaining phases.
- b. Payment Schedule – monthly, based on invoices detailing hours of work performed against tickets approved under this SOW.

### 3. Timelines

- a. Completion Date – Planning Phase – February 15, 2016. The completion date for subsequent phases will be reflected in the SOW once the Planning Phase is done.

### 4. Deliverables

- a. Master Project Plan and MS Project Plan /Work Breakdown Structure for Execution and Implementation.
- b. Upgraded TPL Application.

### 5. Assumptions and Province Responsibilities (as required)

- a. Ministry staff are available and will complete dependent tasks defined in any approved project plans associated with activities under this SOW according to the agreed upon schedule.
- b. Changes in scope, schedule or budget will be implemented using the agreed upon Change Management process.
- c. Use of Polish resources is permitted in executing the work.
- d. Use of Saguenay resources is permitted in executing the work if required.

### 6. Other Information (as required)

- a. Work will only be carried out under this SOW on tickets approved under this SOW.

### 7. Attachments

Where there is any conflict between any information in an attachment and the information contained in the SOW, the information in the SOW takes precedence.

- a. N/A



## Application Management Services Agreement (the “Agreement”)



Contract #: 2016-103

Dated: December 23, 2015

### 8. Amendments (as required)

Amendment #	Date Amendment Effective	Term #(s) Amended	Amendment Detail
1	February 15, 2016	(1) Description	The project has been restricted to the planning and initiation phases but the scope has been expanded to include Siebel Open UI in addition to the Siebel Upgrade.
		(2) Fees	Maximum fees have been increased to \$28,000.00.
		(3) Timeline	Completion date has been extended to March 31, 2016.
		(4) Deliverables	The scope of the MPP now includes both the Siebel Upgrade and the Open UI modifications. The deliverables no longer include the implementation of the Siebel Upgrade.



**Application Management Services  
Agreement (the “Agreement”)**



Contract #: 2016-103

Dated: December 23, 2015

**Approval Signatories (to start work)**

**Agreed to:** \_\_\_\_\_

**CGI Information Systems and Management  
Consultants Inc.**

By: \_\_\_\_\_

Printed Name: Kepmen Lee

Title: Vice President, Consulting Services

Date: \_\_\_\_\_

**Agreed to:** \_\_\_\_\_

**The Province**

By: \_\_\_\_\_

Printed Name: Andrew Elderfield

Title: A/Chief Technology Officer, Ministry  
of Health

Date: \_\_\_\_\_

AND

By: \_\_\_\_\_

Printed Name:

Title: Director, Business Planning and  
Application Management

Date: \_\_\_\_\_





## Application Management Services Agreement (the "Agreement")

CGI

Contract #: 2016-103

Dated: April 22, 2016

### Statement of Work

When signed by authorized representatives of both parties, this Statement of Work (SOW) assigns the On-Demand Services described herein to CGI and forms part of, and is subject to, the terms and conditions of the Agreement.

#### Reference Information

Reference Number: 2017-013

Name: TPL Siebel Upgrade and Open UI Amendment 1

Start Date: April 25, 2016

#### SOW Information

##### 1. Description

- a. Third Party Liability (TPL) is a Ministry of Health Case Management System developed using Oracle Siebel CRM in 2008. The application is used to track and manage cases where the Ministry of Health (MoH) can recover monies from third party insurance providers such as ICBC.
- b. In the spring of 2015 CGI delivered a Technical Infrastructure Upgrade Path for the Siebel TPL application which consisted of the following steps:
  1. **Host Server Upgrade** – This step completed in 2015 is a refresh of the application servers and upgrading to newer versions of the server software.
  2. **Siebel Server Version Upgrade** – Upgrade of TPL application to Siebel version IP-2015.
  3. **Application Upgrade to Siebel Open UI** - Implement Open UI to ensure Siebel compliance of product with Oracle certified configuration and compatibility with modern browsers (including IE11) and new features.
- c. The purpose of this project is complete steps 2 and 3, Siebel Version upgrade to version IP-2015 (8.1.1.15) and Siebel Open UI in order to stay current with technology and in an Oracle and Ministry supported configuration.
- d. This SOW will encompass all Execution and Implementation work for Step 2 and 3 and the completion of the Regression Test Suite work as per the Master Project Plan completed for this project.

##### 2. Fees

- a. ~~\$224,291.00~~ is the maximum fees payable under this SOW to complete Regression Test Plan, Execution and Implementation to Production.
- b. Payment Schedule – monthly, based on invoices detailing hours of work performed against tickets approved under this SOW.



**Application Management Services  
Agreement (the "Agreement")**

**CGI**

Contract #: 2016-103

Dated: April 22, 2016

**3. Timelines**

Completion Date – Production Implementation & Project Closeout – August 31, 2016.

**4. Deliverables**

- a. Regression Test Plan
- b. Training Materials
- c. Implementation Plan
- d. Upgraded TPL Application

**5. Assumptions and Province Responsibilities (as required)**

- a. Ministry staff are available and will complete dependent tasks defined in any approved project plans associated with activities under this SOW according to the agreed upon schedule.
- b. Changes in scope, schedule or budget will be implemented using the agreed upon Change Management process.
- c. Use of Polish resources is permitted in executing the work.
- d. Use of Saguenay resources is permitted in executing the work if required.

**6. Other Information (as required)**

- a. Work will only be carried out under this SOW on tickets approved under this SOW.

**7. Attachments**

Where there is any conflict between any information in an attachment and the information contained in the SOW, the information in the SOW takes precedence.

- a. TPL Siebel Upgrade and Open UI Master Project Plan 1.0 April 14, 2016



Third Party Liability  
Siebel Upgrade Master




**Application Management Services  
Agreement (the "Agreement")**

**CGI**

Contract #: 2016-103

Dated: April 22, 2016

8. Amendments (as required)

Amendment #	Date Amendment Effective	Term #(s) Amended	Amendment Detail
1	August 31, 2016	3. Timelines	Extend completion date to September 30, 2016.
		7. Attachments	Signed and approved CR for schedule change:  Change Request 02 SOW 2017-013 TPL S



**Application Management Services  
Agreement (the "Agreement")**

**CGI**

Contract #: 2016-103

Dated: April 22, 2016

**Approval Signatories (to start work)**

**Agreed to:**

**CGI Information Systems and Management  
Consultants Inc.**

By:

Printed Name: Kepmen Lee

Title: Vice President, Consulting Services

Date:

Sept 8, 2016

**Agreed to:**

**The Province**

By:

Printed Name: Andrew Elderfield

Title: Acting Chief Technology Officer,  
Ministry of Health

Date:

9 Sep 16

AND

By:

Printed Name: Greg Poirer

Title: Acting Director, Business Planning  
and Application Management

Date:

2016/09/09

**THIS AGREEMENT** is effective as of the 1<sup>st</sup> of October, 2015 (the “**Effective Date**”).

**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:

**Ministry of Health**  
1515 Blanshard Street  
Victoria BC, V8W 3C8  
Fax: 250 952 1186

**AND:**

**CGI INFORMATION SYSTEMS AND MANAGEMENT CONSULTANTS INC.** (the “**Service Provider**”), a corporation incorporated under the federal laws of Canada, with the following specified address and fax number: 1405 Douglas Street, 6<sup>th</sup> Floor, Victoria, BC, V8W 2G2, 250.388.5018

**AND:**

**CGI GROUP INC.** (the “**Guarantor**”), a corporation incorporated under Québec Business Corporations Act. with the following specified address and fax number:  
1350 René-Lévesque Blvd. W., 25th Floor, Montreal, Quebec, Canada H3G 1T4 Fax: 514.841.3249

#### **RECITALS**

- A. The Province conducted a competitive procurement process under the Request for Proposals - ON-002640, issued April 15, 2015 (the “**RFP**”) for purposes of establishing a contractual business alliance with an experienced and qualified third party to, among other things, provide certain technical support and application management services.
- B. As a result of the RFP process, the Province selected the Service Provider to provide certain services, subject to, and in accordance with, the terms of this Agreement.
- C. The Service Provider is a wholly-owned subsidiary of the Guarantor.

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

## 1. DEFINITIONS

### Definitions in Schedule A

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

## 2. SERVICES AND TERM

### Provision of services

- 2.1 The Service Provider must provide the following Services in accordance with this Agreement:
- (a) from the Effective Date to the end of the Term, the Service Provider will provide the Transition Services described in Part 1 of Schedule B, and in particular will provide the "Transition-In" portion of those Services from the Effective Date to the Handover Date;
  - (b) from the Effective Date to the Handover Date, the Service Provider will provide the "Base Support Services" provided by the Service Provider under the terms of the Prior Agreement, as such services existed immediately prior to the Effective Date (the "**Interim Base Services**");
  - (c) from the Handover Date to the end of the Term, the Service Provider will provide the Base Services described in Part 2 of Schedule B;
  - (d) from the Effective Date to the end of the Term, the Service Provider will provide the On-Demand Services described in Part 3 of Schedule B; and
  - (e) any other services as set forth or otherwise described in this Agreement.

The Parties acknowledge that there are incidental functions or tasks that will not be specifically listed or described in the description of the Services in this Agreement, but that are inherent and necessarily required for the proper performance and provision of the Services pursuant to this Agreement. The Parties agree that such incidental functions or tasks are implied, and therefore included, in the scope of the Services under this Agreement to the same extent and in the same manner as if those functions or tasks had been specifically described in this Agreement, and shall be performed by Service Provider as part of the Services.

### Term

- 2.2 The term of this Agreement (the "**Initial Term**") will commence on the Effective Date and will, subject to the renewal and extension options described in section 2.3, continue until
- (a) the date upon which this Agreement is terminated in accordance with the provisions of the Agreement; or
  - (b) December 31, 2020.

### Renewal and Extension options

- 2.3 The Province, at its sole option and acting in its discretion, may elect to renew the Term for an additional two (2) year period (the "**First Renewal Term**"), and, if the Province exercises this option, it may, at its sole option and acting in its discretion, elect to renew the Term for an additional two (2) year period following the First Renewal Term (the "**Second Renewal Term**"). Where the Province intends to renew the Term, it will provide the Service Provider with written notice no less than six (6) months prior to the

end of the Initial Term or the First Renewal Term, as the case may be. Unless otherwise agreed to in writing by the Parties, the terms and conditions in effect as at the end of the Initial Term will apply during the First Renewal Term, and the terms and conditions in effect as at the end of the First Renewal Term will apply during the Second Renewal Term.

The Province, at its sole option and acting in its discretion, may elect to extend the Term for one (1) additional period of up to twelve (12) months (the “**Extension Term**”). Where the Province intends to extend the Term, it will provide the Service Provider with written notice no less than one (1) month prior to the end of the Term. The Parties acknowledge that the purpose for granting the Province this one-time option to extend the Term is to allow the Province to conclude any procurement or other related process that it may undertake in connection with the selection of a new service provider for the Services, or the repatriation of the Services in-house with the Province, as the case may be. Unless otherwise agreed to in writing by the Parties, the terms and conditions in effect as at the end of Term will apply during the Extension Term.

The Service Provider acknowledges that the Province gives no assurance whatsoever, express or implied, that this Agreement will be renewed or extended beyond the expiry of the Initial Term or any Renewal Term, and that Service Provider has arranged its business affairs on the assumption that this Agreement may terminate at the end of the Initial Term or, if the Province renews this agreement for a Renewal Term, at the end of the then-current Renewal Term.

#### Supply of various items

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

#### Standard of care

- 2.5 Unless otherwise specified in this Agreement, the Service Provider 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

- 2.6 The Service Provider 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

- 2.7 The Province may from time to time give the Service Provider reasonable instructions (in writing or otherwise) as to the performance of the Services. The Service Provider must comply with those instructions but, unless otherwise specified in this Agreement, the Service Provider may determine the manner in which the instructions are carried out. If the Province provides an instruction under this section other than in writing, the Service Provider 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. Requesting written confirmation of an instruction does not relieve the Service Provider from complying with the instruction at the time the instruction was given.

#### Applicable laws and Provincial Policies

- 2.8 In the performance of the Service Provider’s obligations under this Agreement, the Service Provider must comply with all applicable laws, and with all applicable policies of the Province relating to privacy, data protection, security, acceptable use, conduct and access to the Province’s facilities and systems which have been provided or otherwise communicated by the Province to the Service Provider from time to time.



## Change Process

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

## Service locations

- 2.10 No Services will be provided or performed by the Service Provider at any location outside British Columbia except as may be specifically Approved by the Province from time to time, and no Personal Information will be accessed, used, stored, transmitted or otherwise made available in any manner outside of Canada, and no Person outside of Canada will have access in any manner to the Personal Information, except as may be specifically permitted under the *Freedom of Information and Protection of Privacy Act* (British Columbia) and Approved in writing by the Province from time to time.

The Approved Service locations of the Service Provider are set forth in Schedule K, as may be amended or supplemented in accordance with the Change Process. The Service Provider may access Province systems and information through the Approved Service locations in accordance with access processes and technology solutions Approved by the Province and documented by the Service Provider in the Operations Manual.

## Restriction on shared environment

- 2.11 The Service Provider will ensure that all systems and premises that are used to provide Services are not in any manner shared or otherwise utilized to provide services to any other person unless expressly Approved in advance by the Province. With respect to any shared systems or premises that are Approved by the Province, the Service Provider will ensure that all such systems and premises are segregated and not accessible at any time by any persons other than those expressly authorized by or in accordance with this Agreement and that such systems and premises are not used for any purposes except for those expressly Approved by the Province. Without limiting the generality of the foregoing, the Service Provider will at all times comply with the privacy, confidentiality and security obligations as set forth this Agreement.

## Warranty provisions regarding certain deliverables

- 2.12 Warranty provisions:

- (a) The Service Provider will, in respect of each and every

- (i) modification to an application,
- (ii) development of a new application pursuant this Agreement, and
- (iii) other software or systems-related deliverable delivered to the Province pursuant to this Agreement

(each, a “**Software Deliverable**”), warrant to the Province that the Software Deliverable is free of Defects and Deficiencies when compared to the agreed functional specifications.

- (b) It is agreed that each warranty of a Software Deliverable is subject to the following:

- (i) the warranty will apply only for the period commencing on the earlier of the date of (i) first use in production of the Software Deliverable by the Province or (ii) termination of the Agreement, and ending 90 days later.

- (c) The Service Provider will, with respect to all documentation respecting Software Deliverables that is delivered to the Province pursuant to this Agreement (each a “**Documentation Deliverable**”), warrant to the Province that the Documentation Deliverable accurately describes the use and operation of the Software Deliverable.

- (d) In the event of any breach of any of the warranties described herein, the Service Provider will remedy the breach of warranty at no cost to the Province. Where the Province is not satisfied by the Service Provider's remedy, the Province reserves the right to step in and modify the deliverables itself or through another service provider, and the Service Provider will be responsible for the reasonable costs to the Province of such action.
- (e) Any additions, modifications or deletions to a Software Deliverable or a Documentation Deliverable that are made by the Province or a third party and that are not approved in writing by the Service Provider will void the warranty as to the particular deliverable.
- (f) For the purposes of paragraph (a) above, the agreed functional specifications for a Software Deliverable will be as agreed to by the Parties in advance in a statement of work or otherwise as mutually agreed to by both Parties.

#### Knowledge Transfer.

2.13 The Service Provider acknowledges that the Province needs to retain an appropriate level of understanding regarding the manner in which the Services are delivered throughout the Term. As part of the Services, the Service Provider will provide the Province with ongoing knowledge transfer with respect to the Services as requested by the Province from time to time. The Service Provider will provide such knowledge transfer to the Province at the level of information and detail as may be required by the Province to ensure that the Province is a well-informed customer regarding the manner in which the Services are delivered. At the request of the Province, the Service Provider will provide any new Province staff (who have duties related to the Services or the Service Provider) with an orientation and training regarding the manner in which the Services (or such portion of the Services as may be applicable under the circumstances) are delivered by the Service Provider, and at such mutually scheduled times as may be reasonably agreed to by the Parties. The Service Provider will also provide the Province and its staff with information and general training sessions regarding any significant process or Systems changes that may occur in respect of the Services throughout the Term.

### 3. PAYMENT

#### Fees and expenses

- 3.1 If the Service Provider complies with this Agreement, then the Province must pay to the Service Provider at the times and on the conditions set out in Schedule C:
- (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 Service Provider 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 Service Provider more than the "Maximum Amounts" specified in Schedule C 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 Service Provider 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 C. Each such statement of account will be provided in electronic form compatible with the Province's financial computer systems, and in either case with the level of detail as may be requested by the Province from time to time to satisfy the Province's internal accounting requirements. The payment of any statement of account by the Province

will not be deemed to be Approval or acceptance of such invoice, and no such payment will preclude the Province from contesting any amount set forth in an invoice at any later date in accordance with the provisions of section 3.11.

#### Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Service Provider 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 Service Provider upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

#### Funding

- 3.4 This Agreement and the financial obligations of the Province pursuant to this Agreement will be subject to
- (a) there being sufficient moneys available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province in any fiscal year or part thereof when the payment of money by the Province to the Service Provider falls due under this Agreement to make that payment; and
  - (b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation referred to in subsection (a) of this section.

#### Currency

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

#### Non-resident income tax

- 3.6 Where Service Provider is a non-resident of Canada, the Province shall withhold from all payments to Service Provider such amounts as may be required pursuant to the *Income Tax Act* (Canada) for services provided in Canada, unless a Canada Revenue Agency waiver has been provided to the Province within the time limits required under the Canada Revenue Agency administrative guidelines, in effect from time to time, and in any event, prior to payment of an invoiced amount. Service Provider shall clearly and separately identify on each invoice Services, if any, not provided in Canada.

#### Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Service Provider must not in relation to performing the Service Provider'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 Service Provider 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 Service Provider as a result of this Agreement that the Province has paid or reimbursed to the Service Provider or agreed to pay or reimburse to the Service Provider 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.

## Interest

- 3.9 Interest on any payments due under this Agreement which are past due shall be payable by the paying party to the other party at times and using rates described in the Interest on Overdue Accounts Payable Regulation, B.C. Reg. 215/83, as amended.

## Right of set off

- 3.10 Any amounts owed to the Province by the Service Provider under this Agreement, including Service Level Credits, but excluding amounts in dispute, may be set-off by the Province against Fees and other charges (if any) payable by the Province to the Service Provider under this Agreement, or may be deducted from any sum due or which at any time may become due to the Service Provider under this Agreement. To the extent that there are any amounts owing by the Service Provider to the Province upon termination of this Agreement, whether by credit or otherwise, and there are no further Fees to set-off such amounts, then the Service Provider will pay such amounts directly to the Province.

## Disputed payments

- 3.11 Notwithstanding the payment of any Fees or expenses, the Province may dispute any amounts contained in an invoice within sixty (60) days of receipt of the invoice from the Service Provider. Notwithstanding the foregoing, if any overpayments by the Province should later be discovered as a result of an audit or investigation under section 8.1 or otherwise, then the Province will be entitled to recover the amount of such overpayments by way of a dispute, notwithstanding the fact that such overpayments are discovered after the expiry of such sixty (60) day period. In addition, the Province may withhold payment of a particular portion of Fees or expenses that the Province reasonably disputes, subject to the following conditions:

- (a) any amount so withheld will not exceed the amount alleged to be in error or not properly invoiced or payable, or for which no Services were performed;
- (b) the Province provides to the Service Provider concurrently with the withholding of the disputed Fees or expenses, a detailed explanation of the basis of the dispute; and
- (c) the Parties will promptly settle the dispute regarding such amount in accordance with the Dispute Resolution Process.

Any interest accrued on any amount owed to or overpaid by the Province will be apportioned in the same manner as in the resolution of such disputed Fees or expenses. Any payment disputes will not affect the Service Provider's obligation to provide the Services under this Agreement at the agreed Service Levels or in accordance with any other of the Service Provider's obligations under this Agreement.

## 4. REPRESENTATIONS AND WARRANTIES

- 4.1 Service Provider represents and warrants to and covenants with the Province that:

- (a) *Incorporation*: it is incorporated under the laws of Canada, and is and throughout the Term will remain a corporation duly organized and validly existing;
- (b) *Legal Capacity*: it has, and will at all relevant times have, the power and capacity to enter into this Agreement and to grant the licenses granted herein, perform the Services and observe, perform and comply with the terms of this Agreement;
- (c) *Binding Agreement*: it has duly authorized this Agreement by all necessary corporate action and has legally and properly executed this Agreement, which constitutes a valid, subsisting and legally binding obligation upon it which is enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability

of creditors' rights, and to the fact that specific performance and injunctive relieve are equitable remedies available only in the discretion of the court;

- (d) *Accurate Information:* all written information, statements, documents and reports furnished or submitted by Service Provider to the Province in connection with this Agreement, including the proposal, are true and correct in all material respects to the best of Service Provider's knowledge, except to the extent modified or replaced by this Agreement;
- (e) *No Contrary Knowledge:* it has no knowledge of any untrue or incorrect representation or assurance, whether verbal or written, given by it or any Service Provider Personnel to the Province in connection with this Agreement, the RFP or the proposal;
- (f) *No Adverse Developments:* it has no knowledge of any fact that materially adversely affects or, so far as it can foresee, might materially adversely affect its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfil its obligations under this Agreement;
- (g) *No Insolvency Event:* no bankruptcy or insolvency event has occurred within the past 10 years (whether or not such bankruptcy or insolvency event is continuing) with respect to Service Provider or any past or present affiliate or predecessor of Service Provider, nor is there any basis on which a bankruptcy or insolvency event might reasonably be expected to occur during the Term with respect to Service Provider or any affiliate of Service Provider;
- (h) *No Resulting Default:* the observance and performance of the terms and conditions of this Agreement do not and will not constitute a breach by it of or a default by it under:
  - (i) any law applicable to or binding upon Service Provider;
  - (ii) Service Provider's Articles, by-laws or other constituting documents; or
  - (iii) any contract or agreement to which Service Provider is a party;
- (i) *No Adverse Claims:* it is not a party to and has no knowledge of any claim against it that would materially affect its undertaking or financial condition or its ability to perform its obligations under this Agreement;
- (j) *Compliance with Laws:* it is not in breach of any law applicable to its business that would impair its ability to perform its obligations under this Agreement;
- (k) *Necessary Permits:* it holds and will during the Term maintain in good standing, all permits, licenses, consents and authorizations issued by any federal, provincial, state, regional or municipal government, or an agency of any of them, and has given all notices, that are necessary in connection with its operations and the performance of its obligations under this Agreement;
- (l) *Adequate Resources:* it has and will maintain sufficient trained staff, facilities, materials, appropriate equipment and, subject to Section 13.4 (Subcontracting), subcontracts with approved subcontractors in place and available to enable it to fully perform the Services;
- (m) *Necessary Expertise:* it possesses the necessary skills, expertise and experience to carry out and complete the Services in accordance with the terms of this Agreement;
- (n) *No Liens:* all deliverables will be free and clear of liens at the time of delivery to the Province;
- (o) *No Inducements:* neither Service Provider nor anyone on its behalf has unlawfully given, nor will they give, any payment, gift, donation, benefit, thing of value or other inducement to any employee or representative of the Province or any government, governmental agency or political party in connection with this Agreement or the transactions contemplated by this Agreement; and to the best of Service Provider's knowledge without making due enquiry, no officer, director, employee, agent or representative of the Province or any government, governmental agency or political party has

unlawfully given any payment, gift, donation, benefit, thing of value or other inducement to Service Provider or any of its representatives or personnel; and

- (p) *No Lobbying*: neither Service Provider nor anyone on its behalf has engaged in any lobbying with respect to this Agreement or the transactions contemplated by this Agreement.

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

## 5. PRIVACY, SECURITY AND CONFIDENTIALITY

### Privacy

- 5.1 The Service Provider must comply with, and will ensure that its Personnel and its Subcontractors comply with, the Privacy Protection Schedule attached as Schedule F.

### Foreign Disclosures

- 5.2 The Service Provider expressly acknowledges and agrees that it is subject to the laws of British Columbia and the laws of Canada applicable in British Columbia with respect to this Agreement and the performance of the Service Provider's obligations under this Agreement, and it is not subject to any Foreign Disclosure Laws including, without limitation, any orders, directives, rulings, requirements, judgments, injunctions, awards or decrees, decisions, or other requirements issued pursuant to any Foreign Disclosure Laws, or any directions or requests from any affiliate of the Service Provider in respect of the same, and in each case, related to any Personal Information (each a "**Disclosure Order**"). The Service Provider will immediately inform the Province if the Service Provider receives a Disclosure Order. Upon receipt of a Disclosure Order, the Service Provider will not disclose any Personal Information in response thereto and the Service Provider will at all times act in accordance with the terms and conditions of this Agreement including, without limitation, the Privacy Obligations. Any breach of this section will be an Event of Default under this Agreement. The provisions of this section represent a lawful restriction on the Service Provider, being a Person governed by the laws of British Columbia and the laws of Canada applicable in British Columbia. The Service Provider will flow through the requirements of this Section to any Subcontractors that has, or could have, access to Personal Information, to apply to such Subcontractors, *mutatis mutandis*.

### Canadian Entity

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

### Access to Personal Information from outside of Canada

- 5.4 Except as provided in this section below, the Service Provider will arrange its affairs to ensure that all storage of, access to, and use of Personal Information by the Service Provider and its Access Subcontractors in the course of delivering the Services will be from within Canada.

The Service Provider may access Personal Information from a location outside of Canada (“**Foreign Access**”) only for a Permitted Purpose and then only in accordance with the Foreign Access Conditions. Without limiting the foregoing, the Service Provider will ensure that, except for a Permitted Purpose and then only in accordance with the Foreign Access Conditions:

- (a) the Service Provider will not make Personal Information available to any personnel or Subcontractors while any such persons are physically located outside of Canada, on either a temporary or permanent basis;
- (b) no Services that require access to or use of Personal Information will be provided or performed by the Service Provider in any location outside of Canada; and
- (c) no Personal Information may be stored, transmitted or otherwise made available in any manner or accessed from outside Canada and no person outside Canada will have access in any manner to Personal Information.

#### Security

5.5 The Service Provider 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

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

- (a) as required to perform the Service Provider’s obligations under this Agreement or to comply with applicable laws;
- (b) if it is information 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.

#### Non-Disclosure documents

5.7 If requested to do so by the Province, the Service Provider will ensure that any personnel and Subcontractors enter into direct agreements with the Province binding the personnel or Subcontractor to privacy, confidentiality and non-disclosure agreements as required by the Province and in the form Approved by the Province, substantially the same as the privacy, security and confidentiality obligations under this Agreement, in whole or in part with regard to the particular circumstances, as determined by the Province.

#### Public announcements

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

#### Restrictions on promotion

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

## Province Confidentiality

- 5.10 The Province must treat as confidential all Service Provider Confidential Information accessed or obtained by the Province as a result of this Agreement, and not permit its disclosure or use without the Service Provider's prior written consent except:
- (a) in the performance of the Province's rights and obligations under this Agreement;
  - (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 disclosure or use is required to comply with applicable law, including without limitation the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165.

## 6. MATERIAL AND INTELLECTUAL PROPERTY

### Access to Material

- 6.1 If the Service Provider 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 Service Provider to provide that access, the Service Provider 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 Service Provider 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 Service Provider receives from the Province; and
  - (b) Produced Material, other than any Incorporated Material.

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

### 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 Service Provider grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
  - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

### Third party intellectual property

- 6.5 Except with the Province's Approval, the Service Provider will not include any commercial off-the-shelf software or third party intellectual property ("**Third Party IP**") in the development, creation, modification or customization of the Material to the extent that such use or inclusion would subject the Province to requiring the authorization of a third party.



## System Contaminants

- 6.6 The Service Provider will ensure that all information systems provided or used by it, or by its Subcontractors, to provide the Services, and all Produced Materials, do not and will not contain any virus, Trojan horse, worm, backdoor, shutdown mechanism or similar software, code or program which is intended to, is likely to or has the effect of disabling, denying authorized access to, damaging or destroying, corrupting or affecting the provision of the Services or the normal use of any of the Service Provider's or the Province's information systems, networks or software, or any data on or used in conjunction therewith (each a **"Contaminant"**). The Service Provider will not insert, or knowingly permit any third party to insert, a Contaminant into any of the information systems used to provide the Services. In the event the Service Provider becomes aware of the existence of a Contaminant, it will notify the Province thereof and will remove the Contaminant in a prompt and coordinated manner so as to minimize the spread and impact of such Contaminant.

## System Protection Features

- 6.7 To the extent that any software developed or created by the Service Provider for use in connection with the Services, or accessed by or delivered to the Province by the Service Provider, contains protection features designed to prevent copying or the use of such software or other unauthorized access, to disable or erase software or data, to shut down all or any portion of the Services or to perform other like actions, the Service Provider will provide the Province with the necessary key, password or other means such that the Province will have continued access and use of such Software without technical limits of any kind.

## Physical Media

- 6.8 To the extent that any Produced Material is delivered to the Province on physical media, the Service Provider will ensure that such physical media is free from any physical defects and will remain as such during the Term. If any defects are discovered in the physical media during the Term, the Service Provider will provide a replacement copy to the Province at no cost to the Province.

## 7. RECORDS AND REPORTS

### Work reporting

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

### Time and expense records

- 7.2 The Service Provider must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of all Fees, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Service Provider must retain such documents for a period of not less than seven years after this Agreement ends.

## 8. AUDIT

### Audit rights

- 8.1 The Province may, through its Auditor or Authorized Representative, subject to the provisions of section 8.4 and section 8.5, audit to confirm the Service Provider's compliance with this Agreement including, but not limited to:
- (a) the Service Provider's operational practices and procedures as they relate to the Agreement, including privacy and security procedures;
  - (b) the Service Provider's compliance with its confidentiality, privacy and security obligations under the Agreement;

- (c) Material (including documents and information) in the possession of the Service Provider relevant to the delivery of services under the Agreement;
- (d) compliance with the financial aspects of this Agreement to verify the accuracy of all Fees and expenses invoiced to the Province and, in particular, to verify that the calculation of the Fees and expenses:
  - (i) has been based on the appropriate records related to this Agreement,
  - (ii) is based upon appropriate rates as set forth in this Agreement,
  - (iii) has been calculated correctly, and
  - (iv) has included any credits or reductions in accordance with the Agreement; and
- (e) any other matters determined by the Province to be relevant to the Agreement.

#### Annual Audit Plan

- 8.2 Each Contract Year the Province shall develop and provide the Service Provider with an audit plan (the “**Audit Plan**”) for the following Contract Year, setting forth the audits that the Province expects to perform during that Contract Year. In developing the Audit Plan, the Province shall include no more than two (2) audits in the period covered by the Audit Plan. The Province shall consult with the Service Provider through the Governance Process regarding the content of the Audit Plan. Despite the foregoing, the Province may conduct an audit pursuant to section 8.3 at any time and from time to time whether or not such audits are included in the Audit Plan for the Contract Year in question.

#### Audit without Notice

- 8.3 In circumstances where the Province genuinely believes (acting reasonably) that there has been or is about to be a material breach of the requirements of this Agreement, some other act of misconduct or malfeasance, or a bona fide emergency situation in relation to a privacy breach, the Province shall have the right, at any time and without prior notice to the Service Provider, to perform the audits described in this section in respect thereof. Simultaneously with any exercise of the rights provided for in this section, the Province shall provide the Service Provider with written notice specifying the circumstances and grounds upon which the Province is relying in exercising its rights hereunder, in sufficient detail to enable the Service Provider to assess and respond to the same. Despite the foregoing, any such response from the Service Provider shall not entitle the Service Provider to prevent the Province from performing any such audit hereunder (it being acknowledged by the parties that the Service Provider shall be entitled to bring their response forward through the Dispute Resolution Process should the Service Provider reasonably believe that the Province did not have proper grounds for exercising its rights under this section). The provisions of sections 8.4 and 8.5 shall apply with respect to the audit rights granted to the Province hereunder.

If the exercise of the Province’s rights of audit is by the Office of the Comptroller General, the Office of the Auditor General, Cabinet, or other government organization’s external to the Ministry of Health, any such audits shall not count toward the number of audits authorized by the Audit Plan. Further, any such audit may be performed at any time and without prior notice to the Service Provider.

#### Costs of Audits

##### 8.4 Cost of Audits

- (a) The Province shall be responsible for its costs and expenses of any audits under this section, and, except as set forth in subsection 8.4(b) below, the costs and expenses of any Auditor or Authorized Representative retained by the Province to conduct or assist with an audit under this section. The Province shall not be responsible for the Service Provider’s or any Subcontractor’s costs incurred in connection with any such audit.

- (b) In the event that an Audit reveals an Audit Deficiency within the Service Provider's control, or breach of the Agreement, the Service Provider will pay for the reasonable costs and expenses of the Province's external Auditor or Authorized Representative, as applicable.
- (c) Where an audit reveals an Audit Deficiency, the Service Provider shall be responsible for the reasonable direct external costs incurred by the Province for any follow-up investigation, inspection or audit to verify that the Audit Deficiency initially identified has been corrected.

#### General principles

8.5 In connection with the audit rights granted to the Province under this section 8:

- (a) the Province shall cause all such audits to be performed expeditiously during normal business hours and upon reasonable prior notice to the Service Provider, which will be at least thirty (30) days unless otherwise agreed in the Audit Plan, other than audits pursuant to section 8.3, which may be performed at any time without notice;
- (b) where reasonably possible, the Service Provider shall be given the opportunity to respond to the audit results before they are finalized;
- (c) the Service Provider must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section;
- (d) the Province shall ensure that a copy of all audits reports are provided to the Joint Executive Committee in a timely manner; and
- (e) the Service Provider shall ensure that a copy of its response to any audit report is provided to the Joint Executive Committee in a timely manner.

#### Audit Deficiencies

8.6 If the Province and/or the Service Provider do not agree with the results of an audit, then such matter shall be resolved pursuant to the Dispute Resolution Process. Following delivery to the Service Provider of an audit report that outlines Audit Deficiencies of the Service Provider, the Parties shall meet as soon as possible through the Governance Process in order to discuss such Audit Deficiencies. Subject to any alternative agreement reached between the Parties at such meeting, the Service Provider shall as soon as reasonably possible (but in any event within thirty (30) days), develop and present a report outlining timely corrective action with respect to such Audit Deficiencies.

8.7 If an audits demonstrates that one or more Service Provider invoices for the Services for the audited period were not correct, and the Service Provider and the Province agree with such audit, then:

- (a) for the amount of any paid overcharges, the Service Provider will promptly credit the Province unless the overcharge is the result of information relied upon by the Service Provider and provided to the Service Provider by the Province; or
- (b) for the amount of any undercharges, the Service Provider will promptly issue an invoice to the Province for the appropriate amount and the Province will promptly pay the Service Provider unless the undercharge is the result of an error in the Service Provider's invoicing or otherwise caused by the Service Provider's error.

#### Correction of Audit Deficiencies:

8.8 If requested by the Province, upon correction of an Audit Deficiency the Service Provider shall demonstrate to the reasonable satisfaction of the Province that such Audit Deficiency has been remedied.

## 9. INDEMNITY AND INSURANCE

### Indemnity

9.1 The Service Provider must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims (including any claim of infringement of third-party intellectual property rights), damages award, actions, causes of action, costs or 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, (each a "**Loss**") to the extent the Loss is directly or indirectly caused or contributed to by:

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

### Monetary limitations of indemnity

9.2 The indemnification by the Service Provider pursuant to section 9.1 is limited to:

- (a) \$10,000,000.00 per Loss; and
- (b) \$20,000,000.00 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 or relating to any of the following:

- (a) bodily injury or damage to real property or tangible personal property;
- (b) third-party intellectual property rights; or
- (c) a breach of section 2.11, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6 or 6.1 of this Agreement.

### Province to notify Service Provider of Loss

9.4 To claim indemnification for a Loss pursuant to section 9.1, the Province must notify the Service Provider 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 Service Provider 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 Produced Material infringes the intellectual property rights of any person,

- (a) then, without limiting section 9.1, the Service Provider must defend the Province against that claim at the Service Provider's expense and the Service Provider 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 Service Provider; and
- (b) the Province must cooperate with the Service Provider in the defence of the claim and, where appropriate in the discretion of the Province, will allow the Service Provider to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.

### Insurance

9.6 The Service Provider must comply with the Insurance Schedule attached as Schedule E.

## Workers compensation

- 9.7 Without limiting the generality of section 2.8, the Service Provider must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Service Provider's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

## Evidence of coverage

- 9.8 Within 10 Business Days of being requested to do so by the Province, the Service Provider must provide the Province with evidence of the Service Provider's compliance with sections 9.6.

## 10. FORCE MAJEURE

### Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

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

### Consequence of Event of Force Majeure

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

### Duties of Affected Party

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

## 11. DEFAULT AND TERMINATION

### Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) **"Event of Default"** means any of the following:
- (i) an Insolvency Event;
  - (ii) the Service Provider fails to perform any of the Service Provider's obligations under this Agreement; or
  - (iii) any representation or warranty made by the Service Provider 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 Service Provider's liquidation or winding up;
- (ii) the Service Provider commits an act of bankruptcy, makes an assignment for the benefit of the Service Provider's creditors or otherwise acknowledges the Service Provider's insolvency;
- (iii) a bankruptcy petition is filed or presented against the Service Provider or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Service Provider;
- (iv) a compromise or arrangement is proposed in respect of the Service Provider under the *Companies' Creditors Arrangement Act* (Canada);
- (v) a receiver or receiver-manager is appointed for any of the Service Provider's property; or
- (vi) the Service Provider 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 Service Provider, 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 Service Provider, 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 ninety (90) days' written notice of termination to the Service Provider.

#### Payment consequences of termination

11.5 If the Province terminates this Agreement under section 11.4:

- (a) the Province must, within 30 days of such termination, pay to the Service Provider any unpaid portion of the Fees and expenses described in Schedule C which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
- (b) the Service Provider must, within 30 days of such termination, repay to the Province any paid portion of the Fees and expenses described in Schedule C which corresponds with the portion of the Services that the Province has notified the Service Provider 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 amounts described in section 11.5(a) discharges the Province from all liability to make payments to the Service Provider under this Agreement.

#### Notice in relation to Events of Default

- 11.7 If the Service Provider becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Service Provider 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 Service Provider 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 Service Provider proposes to take to prevent the occurrence of the anticipated Event of Default.

#### No Expropriation

- 11.8 Any termination of this Agreement in accordance with its terms, either at the expiry of the Initial Term or as otherwise provided in this Agreement, will not constitute an expropriation by the Province or be tantamount to an expropriation by the Province at domestic or international law (including, but not limited to the *North American Free Trade Agreement*), and will not constitute grounds for asserting any claim whatsoever under any domestic law, international agreement, or domestic law implementing an international trade agreement (including, but not limited to, Chapter Eleven of the *North American Free Trade Agreement* and the *General Agreement on Trade in Services*).

#### Termination Services

- 11.9 In relation to the expiration or earlier termination of this Agreement, the Service Provider will provide the Province with assistance on the transition of responsibility for providing the Services (the "**Termination Services**") on the following terms and conditions:
- (a) The obligation to provide the Termination Services will commence one year prior to the expiration of the Term, or upon the date that termination notice is delivered by the Province under section 11.2(c).
  - (b) Termination Services will require the Service Provider to cooperate with and provide assistance to the Province, and to any new service provider(s), to facilitate the transfer of Services without any material service disruptions or adverse effects, including by answering all reasonable questions from the Province or the new service provider(s) regarding the Services.
  - (c) Termination Services will require the Service Provider to assist the Province in describing the Services to be provided in the preparation of a request for proposals for the provision of the Services beyond the termination or expiration date of the Agreement.
  - (d) The Service Provider will provide to the Province a list of its employees who, during the 12 months preceding the triggering of the Termination Services, spent at least 66% of their time performing Services under the Agreement; it is agreed that both the Province and the new service provider(s) will be permitted to make employment offers to the employees named on this list.
  - (e) The Service Provider will provide assistance by facilitating the transfer to the Province or new service provider(s) of any of its employees who accept the offers of employment; the Service Provider's responsibility for any employee who accepts an offer of employment from either the Province or the new service provider will end on the earlier of the date that the employee terminates their employment with the Service Provider or the date that the employee commences employment with the Province or a new service provider.
  - (f) The Service Provider will provide to the Province:
    - (i) An updated and complete Operations Manual;
    - (ii) a list of all software used by it in the performance of the Services;
    - (iii) copies of all documentation (both electronic and paper copy) related to the software used by it in the performance of the Services;

- (iv) a list of all Subcontractors providing services under the Agreement, including the names and contact information of all key contacts who are involved in providing the subcontracted Services;
- (v) reasonable assistance to the Province with the creation and testing of the Province's (or an incoming service provider's) transition plan.
- (g) The Service Provider will complete a transition-out plan (the "**Transition-Out Plan**") acceptable to the Province prior to the end of the first Contract Year and will update that transition-out plan annually thereafter to the satisfaction of the Province. The transition-out plan will identify the Service Provider's approach to address transition of the Services at the conclusion of the Agreement.
- (h) The Service Provider will facilitate in all reasonable ways, by assignment or otherwise, the transfer to the Province or a new service provider of the responsibility for the performance of the component of the Services being provided by the Subcontractors.
- (i) The Service Provider will use all commercially reasonable efforts to provide the Termination Services in the ordinary course of business while continuing with the delivery of the Base Services and On-Demand Services and at no additional cost to the Province.
- (j) If the Province determines that any portion of the Services should be transferred to a new service provider, or repatriated by the Province, during the term of the Termination Services, the Parties will agree to any corresponding reduction in Services and Fees under this Agreement through the Change Process.

## 12. GOVERNANCE AND DISPUTE RESOLUTION

### Governance process

- 12.1 During the Term, the relationship of the Parties (including the mechanisms by which they will manage this Agreement, each with the other) will be expressly governed by the provisions of the processes, procedures and provisions set forth in the Governance Process.

### Dispute resolution process

- 12.2 In the event of any dispute between the Parties arising out of or in connection with this Agreement which cannot be resolved through the Governance Process, 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*.

The foregoing dispute resolution process does not prevent a Party from applying to the British Columbia courts to protect against irreparable harm, including the disclosure of that Party's confidential information or Personal Information.

### Location of arbitration or mediation

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



#### Costs of mediation or arbitration

- 12.4 Unless the Parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the Parties must share equally the costs of a mediation or arbitration under section 12.2 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 Service Provider and the Guarantor will not, either directly or indirectly, in whole or in part, assign this Agreement or any rights, duties, obligations or interests of the Service Provider or the Guarantor under this Agreement, without the prior written consent of the Province, which consent may be given or withheld in the discretion of the Province. For the purpose of this Agreement, and without limiting the ordinary meaning of "assign", the following will be deemed to be an assignment by the Service Provider:
- (a) the amalgamation of the Service Provider (other than amalgamations with affiliates of the Service Provider that do not cause a change in the control of the Service Provider);
  - (b) an assignment by operation of law;
  - (c) a sale of all or substantially all of the assets or undertaking of the Service Provider;
  - (d) a direct or indirect change in the control of the Service Provider; or
  - (e) if any person or combination of persons that is not a control person of the Service Provider on the date hereof becomes a control person of the Service Provider, as "control person" is defined in the *British Columbia Securities Act*.

The Province may assign the Agreement without restriction.

#### Subcontracting

- 13.4 The Service Provider must not subcontract any of the Service Provider's obligations under this Agreement to any person without the Province's Approval, excepting persons listed in the attached Schedule D. No subcontract, whether consented to or not, relieves the Service Provider from any obligations under this Agreement. The Service Provider must ensure that
- (a) any person retained by the Service Provider 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 2.8, 2.12, 3.1 to 3.11, 5.1 to 5.10, 6.1 to 6.4, 6.7, 7.1, 7.2, 8.1 to 8.8, 9.1, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 11.8, 12.2 to 12.4, 13.1, 13.2, 13.8, 13.10, 13.20 and 15.1, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, subject to any applicable limitation period prescribed by law, even after this Agreement ends.

#### Schedules

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

#### Independent Service Provider

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

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

The Service Provider must not act or purport to act contrary to this section.

#### Personnel not to be employees of Province

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

#### Key Positions

- 13.12 The Service Provider will not remove any personnel from the positions described in Schedule I (the "**Key Positions**") unless they have completed the task to which they are assigned, the Province reasonably requires or consents to their removal, or they are unavailable due to circumstances beyond the Service Provider's control (such as death, disability, illness, resignation of employment or termination of employment for cause). Any person assigned to or otherwise placed in a Key Position will:

- (a) be selected in consultation with, and Approved by the Province,
- (b) have qualifications or experience appropriate to the position which will be at least equivalent to the qualifications and experience of the initial person in such Key Position, unless otherwise Approved by the Province, and

- (c) be suitably trained and transitioned to the Key Position.

#### Pertinent information and Access to Province Facilities

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

The Province will provide the Service Provider with access to the Province's facilities and systems necessary for the Service Provider to perform the Services, subject to the Service Provider's compliance with the Province's procedures, policies and standards applicable to such access, and subject to privacy and security restrictions. In particular, the Service Provider will not be permitted to have remote access to Personal Information from outside Canada except as contemplated in section 5.3.

#### Conflict of interest

- 13.14 The Service Provider 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 Service Provider's duties to that person and the Service Provider'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 is not a permit nor does it fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Service Provider 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.

## Governing law

- 13.20 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia. The Parties agree to attorn to the exclusive jurisdiction of the courts of the Province of 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) “attached” means attached to this Agreement when used in relation to a schedule;
- (d) 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;
- (e) 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;
- (f) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (g) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

## Province Obligations

- 14.2 Nothing in this Agreement will require the Province to act in a manner that is contrary to, or is inconsistent with, any policies, directives, executive directions, Treasury Board decisions, guidelines, rules, regulations, legislation or other determinations of the Province. In addition, the Service Provider expressly acknowledges and confirms that nothing contained in this Agreement, including without limitation any requirement or obligation that the Province act reasonably, not act unreasonably or use reasonable efforts or other similar requirement or obligation, will be construed or otherwise interpreted in any manner that would or could cause the Province to fetter its discretion or the Province’s ability to introduce, pass, amend, modify, replace, revoke or otherwise exercise any right or authority regarding legislation, regulations, policies or any other authority of the Province.

## 15. PERFORMANCE GUARANTEE

- 15.1 The Guarantor absolutely, unconditionally and irrevocably guarantees to the Province the due performance and fulfillment by Service Provider of the obligations, debts and liabilities of Service Provider under or in connection with this Agreement (the “**Guaranteed Obligations**”). If Service Provider defaults in any material respect in the performance of any of the Guaranteed Obligations, and fails to cure such default prior to the expiration of any applicable notice or cure period, then within a reasonable period of time following Guarantor’s receipt of written notice from the Province of Service Provider’s default, Guarantor will cause the Guaranteed Obligations to be performed, fulfilled or otherwise satisfied in accordance with the terms and conditions of this Agreement. Guarantor’s obligations and liability shall not exceed those of the Service Provider, and Guarantor may avail itself of any defenses available to Service Provider.

**16. EXECUTION AND DELIVERY OF AGREEMENT**

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

The Parties have executed this Agreement as follows:

**Signed on behalf of HER MAJESTY THE  
QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA, as represented by the  
Minister of Health, by its duly authorized  
representative:**

\_\_\_\_\_  
Sabine Feulgen  
Associate Deputy Minister, Corporate Services  
Ministry of Health

\_\_\_\_\_  
Date Signed

**Signed on behalf of CGI INFORMATION  
SYSTEMS AND MANAGEMENT  
CONSULTANTS INC. by its authorized  
signatory**

(c/s)

\_\_\_\_\_  
Shawn Derby  
Senior Vice-President

\_\_\_\_\_  
Date Signed

**Signed on behalf of CGI GROUP INC. by its  
authorized signatory**

(c/s)

\_\_\_\_\_  
Francois Boulanger  
Executive Vice-President.

\_\_\_\_\_  
Date Signed

## SCHEDULE A - DEFINITIONS

In this Agreement, unless the context otherwise requires:

- (a) "Access Subcontractor" means a Subcontractor who has, or could have, access to Personal Information;
- (b) "Adaptive Maintenance" means the modification of a software product, performed after delivery, to keep a software product usable in a changed or changing environment;
- (c) "Affected Party" has the meaning given to it in section 10.1;
- (d) "Approval" means, with respect to any matter, document, action or other thing to be consented to or otherwise approved, that the same action has the prior written approval of the Party in question, and "Approved" has a similar meaning;
- (e) "Annual Contract Checklist" has the meaning given to it in section 1.4 of Part 1 to Schedule B;
- (f) "Annual Operating Plan" has the meaning given to it in section 7.2 of Part 2 to Schedule B;
- (g) "Applications" has the meaning given to it in Appendix 2-1 to Schedule B;
- (h) "Application Development" means the computer programming, documenting, and testing involved in creating and maintaining applications and frameworks involved in a software release life cycle and resulting in an application. The term refers to a process of writing and maintaining the source code, but in a broader sense of the term it includes all that is involved between the conception of the desired software through to the final manifestation of the software, ideally in a planned and structured process. Therefore, software development may include research, new development, prototyping, modification, reuse, re-engineering, maintenance, or any other activities that result in applications;
- (i) "Application Enhancement" means to add new features to the application as new requirements or process improvement initiatives;
- (j) "Audit Deficiency" means:
  - (i) a misstatement or misrepresentation by the Service Provider in its reporting, accounting or record-keeping pursuant to this Agreement;
  - (ii) a material failure of the Service Provider to comply with the application of appropriate accounting policies and principles when required to do so;
  - (iii) a material failure to comply with the provisions of this Agreement (including the performance of the Services);
  - (iv) a materials failure to comply with applicable Province policies, applicable laws, any other applicable requirements of regulatory bodies and authorities having competent jurisdiction; or
  - (v) the occurrence of any fraud, malfeasance, wilful misconduct, gross negligence or other similar acts in the performance of the Services;
- (k) "Audit Plan" has the meaning given to it in section 8.2;
- (l) "Auditor or Authorized Representative" means (i) the internal and external auditors of the Province and (ii) the Province's investigators, inspectors or professional advisors;
- (m) "Base Services" are the services described in Part 2 of Schedule B;
- (n) "Base Services Fee" has the meaning given to it in Schedule C;
- (o) "Business Continuity Plan" or "BCP" means a plan and process to recover critical business operations when a significant interruption of service occurs;
- (p) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (q) "Business Hours" means 8:00 am to 5:00 pm, Pacific Time, on a Business Day;
- (r) "Canadian Entity" has the meaning given to it in section 5.3;

- (s) "Change Order" means a Change Order made in accordance with the Change Process;
- (t) "Change Management Process" has the meaning given to it in section 4.1 of Part 2 to Schedule B;
- (u) "Change Process" means the process described in Schedule H;
- (v) "Configuration Management Database" or "CMDB" means the configuration management database used by the Service Provider for the asset and configuration management portion of the Base Services;
- (w) "Contaminant" has the meaning given to it in section 6.6;
- (x) "Continual Service Improvement" means a stage in the lifecycle of a service. Continual Service Improvement ensures that services are aligned with changing business needs by identifying and implementing improvements to IT services that support business processes;
- (y) "Contract Year" means each annual period during the Term of the Agreement, starting from the Effective Date;
- (z) "Corrective Maintenance" means the reactive modification of a software product performed after delivery to correct discovered problems and satisfy requirements;
- (aa) "Declaration" means a declaration provided by the Service Provider to the Province confirming that the Service Provider has fully completed the Transition-In Services in a professional manner and is ready to perform the Base Services;
- (bb) "Defect" means any failure of a Software Deliverable to either perform in accordance with or comply with its agreed functional specifications, or to integrate with other existing system components;
- (cc) "Deficiency" means any failure of a Software Deliverable to include or account for all of its agreed functional specifications;
- (dd) "Disaster Recovery Plan" means a documented process or set of procedures to recover and protect a business IT infrastructure in the event of a disaster;
- (ee) "Disclosure Order" has the meaning given to it in section 5.2;
- (ff) "Dispute Resolution Process" means the dispute resolution process set forth in section 12.2;
- (gg) "Documentation Deliverable" has the meaning given to it in section 2.12(c);
- (hh) "Effective Date" means the date shown at the top of page 1 of this Agreement, and is the date that the Transition-In Services are to begin;
- (ii) "Event of Default" has the meaning given to it in section 11.1;
- (jj) "Event of Force Majeure" has the meaning given to it in section 10.1;
- (kk) "Extension Term" has the meaning given to it in section 2.3;
- (ll) "Renewal Term" has the meaning given to it in section 2.3;
- (mm) "Fees" means any or all of the fees set forth in Schedule C, as the context requires;
- (nn) "First Renewal Term" has the meaning given to it in section 2.3;
- (oo) "Foreign Access" has the meaning given to it in section 5.4;
- (pp) "Foreign Access Condition" means

- (A) the specific instance of Foreign Access has been approved in advance by an authorized official of the Province and is controlled, monitored and mediated in accordance with the Province's directions (if any);
- (B) the Service Provider will ensure that Foreign Access is limited to temporary access and storage for the minimum time necessary for the Permitted Purpose; and
- (C) if Foreign Access is for the Permitted Purpose of data recovery, the Service Provider will ensure that the Foreign Access is limited to access and storage only after the system failure has occurred;
- (qq) "Foreign Disclosure Laws" means any laws, statutes, by-laws, treaty, directive, policy having the force of law, order, judgment, injunction, award, decree or other similar matter of any government, legislature (or similar body), court, governmental department, commission, board, bureau, agency, instrumentality, province, state, territory, association, county, municipality, city, town or other political of governmental jurisdiction, whether not or in the future constituted, outside of Canada, that may require, request, or otherwise demand access, use or disclosure of Personal Information, whether to intercept or obstruct terrorism, or for any other reason;
- (rr) "Foreign Employed Individual" means an individual who has entered into an employment agreement or other similar agreement for the provision of personal services thereunder, whether express or implied by law, with a person that is not a Canadian Entity;
- (ss) "Governance Process" means the process described in Schedule J;
- (tt) "Governmental Authority" means any court or governmental department, commission, board, bureau, agency, or instrumentality of Canada, or of any Province, state, territory, county, municipality, city, town, or other political jurisdiction, whether domestic or foreign, and whether now or in the future constituted or existing, having competent jurisdiction over the business that is the subject of the Services or over any Party to this Agreement;
- (uu) "Guaranteed Obligations" has the meaning given to it in section 15.1;
- (vv) "Handover Date" means the date on which the Province gives its Approval to the Declaration;
- (ww) "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 Service Provider or a Subcontractor;
- (xx) "Incident" means an unplanned interruption to an IT service or reduction in the quality of an IT service;
- (yy) "Initial Term" has the meaning given to it in section 2.2;
- (zz) "Insolvency Event" has the meaning given to it in section 11.1;
- (aaa) "Insurance Schedule" means Schedule E;
- (bbb) "Interim Base Services" has the meaning given to it in section 2.1(b);
- (ccc) "Interim Base Services Fee" has the meaning given to it in Schedule C;
- (ddd) "ITIL" means Information Technology Infrastructure Library which is a widely accepted approach to IT Service Management and provides a cohesive set of best practice, drawn from the public and private sectors internationally. Where suitable, the Province's Service requirements are presented within the context of the ITIL® framework. ITIL® is a registered trade mark of AXELOS Limited. Copyright © AXELOS Limited 2012. All rights reserved. Material is reproduced with the permission of AXELOS;
- (eee) "IT Service Management", as defined by ITIL® means a set of specialized organizational capabilities for providing value to customers in the form of services. ITIL provides a framework for identifying, planning, delivering and supporting IT services aligned to the needs of the business and underpin the core business processes. ITIL can be adapted and used in conjunction with other good practices such as COBIT (a framework for IT Governance and Controls), TOGAF (a framework for IT architecture), ISO 27000 (a standard for IT security), and ISO/IEC 20000 (a standard for IT service management);
- (fff) "Joint Executive Committee" has the meaning given to it in Schedule I;



- (ggg) "Joint Operations Committee" has the meaning given to it in Schedule I;
- (hhh) "Key Positions" has the meaning given to it in section 13.12;
- (iii) "Loss" has the meaning given to it in section 9.1;
- (jjj) "Mainframe" or "MVS" means the generic term applied to IBM's primary Mainframe operating system. The current product name that is used interchangeably with MVS is "z/OS";
- (kkk) "Material" means the Produced Material and the Received Material;
- (lll) "OCIO" or "Office of the Chief Information Officer" means the enterprise organization for the Province responsible for the creation and maintenance of IM/IT strategies, policies and standards, and provides information technology infrastructure services that enable cost effective citizen-centred services;
- (mmm) "On Demand Services" are the services described in Part 3 of Schedule B;
- (nnn) "Operations Manual" has the meaning give to it in section 3.1 of Part 2 to Schedule B;
- (ooo) "Party" means the Province or the Service Provider, as the context requires; and "Parties" refers to both of them;
- (ppp) "Perfective Maintenance" means the modification of a software product after delivery to detect and correct latent faults in the software product before they are manifested as failures;
- (qqq) "Permitted Purpose" means
- (A) installing, implementing, maintaining, repairing, trouble-shooting or upgrading an electronic system or equipment used by the Province or the Service Provider for the purpose of the Services; or
  - (B) recovery of data (including Personal Information) undertaken following the failure of an electronic system used by the Province or the Service Provider for the purpose of the Services.
- (rrr) "Person" means any natural person, corporation, division of a corporation, partnership, joint venture (which includes a co-ownership), association, company, estate, unincorporated organization, society, trust, government, agency or Governmental Authority;
- (sss) "Personal Information" has the meaning given to it in Schedule F;
- (ttt) "Preventative Maintenance" means the modification of a software product after delivery to detect and correct latent faults in the software product before they become operational faults;
- (uuu) "Prior Agreement" means the "Application Support and Service Management" (ASSM) Agreement between the Province, the Service Provider and the Guarantor, which had an effective date of July 1, 2006, as amended and terminated as of the Effective Date.
- (vvv) "Privacy Protection Schedule" means Schedule F;
- (www) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Service Provider or a Subcontractor and includes the Incorporated Material;
- (xxx) "Quality Management Plan" has the meaning given to it in section 4.4 of Part 2 of Schedule B;
- (yyy) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Service Provider or a Subcontractor from the Province or any other person;
- (zzz) "Relationship Manager" has the meaning given to it in Schedule J;
- (aaaa) "Request for Change" or "RFC" means a formal proposal for a change to be made, including details of the proposed change;
- (bbbb) "RFP" has the meaning given to it in Recital A of this Agreement;
- (cccc) "Second Renewal Term" has the meaning given to it in section 2.3;
- (dddd) "Security Management" means the process responsible for ensuring that the confidentiality, integrity and availability of an organization's assets, information, data and IT services match the agreed needs of the business;

- (eeee) "Security Schedule" means Schedule G;
- (ffff) "Sensitive Information" has the meaning given to it in Schedule G;
- (gggg) "Service Desk" means a single point of contact between a service provider and users. A typical Service Desk manages Incidents and Service Requests, and also handles communication with the users;
- (hhhh) "Service Level Credits" has the meaning given to it in Part 4 of Schedule B;
- (iiii) "Service Level Failure" has the meaning given to it in Part 4 of Schedule B;
- (jjjj) "Service Level Failure Exemption" has the meaning given to it in Part 4 of Schedule B;
- (kkkk) "Service Levels" has the meaning given to it in Part 4 of Schedule B;
- (llll) "Service Provider Confidential Information" means any technical, business, financial, personal, employee, operational, scientific, research or other information or data of the Service Provider and its Subcontractors in whatsoever form or media, whether in writing, electronic form or communicated orally or visually that, at the time of disclosure is designated as confidential (or like designation). Notwithstanding the foregoing, the "Service Provider Confidential Information" will exclude all information in the Materials, whether or not expressly indicated for exclusion;
- (mmmm) "Services" means all of the services listed in, or contemplated by, sections 2.1 and Schedule B;
- (nnnn) "Service Request" means a request from a user for information, or advice, or for a standard change or for access to an Application, interface, database, or web site. For example to reset a password. Service Requests are usually handled by a Service Desk, and do not require an RFC to be submitted;
- (oooo) "Software Deliverable" has the meaning given to it in section 2.12(a);
- (pppp) "SSBC" or "Shared Services BC" means the program of the Ministry of Technology, Innovation and Citizens' Services known as "Shared Services BC";
- (qqqq) "Standard Time and Material Rates" has the meaning given to it in Schedule C;
- (rrrr) "Statement of Work" or "SOW" means a Statement of Work made in accordance with the Change Process;
- (ssss) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4;
- (tttt) "Term" means the Initial Term and includes, as applicable, the First Renewal Term, the Second Renewal Term and the Extension Term;
- (uuuu) "Termination Services" has the meaning given to it in section 11.9;
- (vvvv) "Third Party IP" has the meaning given to it in section 6.5;
- (wwww) "Ticketing System" has the meaning given to it in section 3.2 of Part 2 of Schedule B;
- (xxxx) "Transition-Out Plan" has the meaning given to it in section 11.9;
- (yyyy) "Transition Plan" has the meaning given to it in section 1.2 of Part 1 of Schedule B;
- (zzzz) "Transition Services" are the services described in Part 1 of Schedule B;

**SCHEDULE B - SERVICES**  
**(Attached Separately)**

- 3.6 The Joint Executive Committee may mutually agree to review the Base Services Fee based on a substantive change to the effort required to deliver Base Services. This may result in an increase or decrease of the Base Services Fee, which will be agreed to by the Parties through the Change Process.
- 3.7 When Service Provider personnel are changed or are added to the service delivery team, it is the Service Provider's responsibility to ensure that knowledge transfer is complete and that replacement personnel are fully able to perform their respective roles without any reduction in service quality and at no additional cost to the Province.
- 3.8 For clarity, the Base Services Fee includes the Service Provider's cost of providing the Transition Services.

#### 4. On-Demand Services

- 4.1 The Province may, in its discretion, obtain On-Demand Services from the Service Provider on a fixed-price basis, time-and-materials basis or such other basis as the Parties mutually agree in accordance with the Change Process.
- 4.2 The Province will pay to the Service Provider up to a maximum of **\$12,000,000.00** (plus all applicable taxes) for On-Demand Services under this Agreement. The On-Demand Services maximum amount will apply during the Term without any adjustment unless the Parties mutually agree otherwise through the Change Order Process.
- 4.3 The services to be provided by the Service Provider will be identified in a Statement of Work, in a format identified by the Province, which will require the Approval of the Province.

#### 5. Time and Materials Rates

**The Province will not be obliged to pay the Service Provider for fees which have not been identified in a Statement of Work Approved by the Province in accordance with the Change Process.**

- 5.1 Where the Service Provider is performing On-Demand Services on a time and materials basis, then the time and materials rates set forth in the attached Appendix 1 to this Schedule C (the "**Standard Time and Materials Rates**") will apply.
- 5.2 For On-Demand Services requested by the Province requiring specialized resource roles not included in the Standard Time and Materials Rates, the specialized resource rates will be agreed to by both parties.

#### 6. Travel Expenses

- 6.1 Travel, accommodation and any travel-related expenses associated with the delivery of Transition Services, Base Services and On-Demand Services are built into the Service Provider's rates and will not be paid by the Province, subject to section 6.2 of this Schedule.
- 6.2 On an exception basis, at the sole discretion of the Province and where the Province has requested that Service Provider personnel travel to a non-standard work location to deliver On-Demand Services on behalf of the Province, the Province may approve travel related expenses.
- 6.3 The Province will only reimburse the Service Provider for travel expenses properly incurred by the Service Provider in accordance with Province policy (in particular the Travel Policy – Group 2 located at [http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/10\\_Travel.htm?3rd-column#1037](http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/10_Travel.htm?3rd-column#1037)), as amended.
- 6.4 All travel expenses will be subject to the prior written approval of the Province. Travel expenses will be invoiced by the Service Provider monthly and payable by the Province on a monthly basis in accordance with section 8 of this Schedule. Service Provider invoices for all travel expenses will be



# INVOICE

CGI Information Systems and  
Management Consultants inc.  
1405 Douglas Street  
6th Floor  
Victoria (BC) V8W 2G2

Ministry of Health  
Attention: Andrew Elderfield  
2-1 1515 Blanshard St.  
Victoria BC V8W 3C8  
Canada

Customer number: XXXXXXXX  
Invoice: CAXXXXXXXX  
Invoice date: mmm/dd/yyyy  
Page: 1 of 2  
Payment due date: mmm/dd/yyyy  
Contract: CAXXXXXXXX  
Project: XXXXXXXXXX

Cust. Ref.: XXXXXXXX

Description: Statement of Work XXXXXX

For billing inquiries please contact:

client.services.crp@cgi.com / 514 841-3484 / 1 866 624-9056

Amount due: XX,XXX.XX CAD

Description	Role	MM-DD-YYYY	Quantity	UOM	Rate	Amount
Professional Services Doe, John	Senior Project Manager	XX-XX-XXXX	XX.XX	Hours	XXX.XX	X,XXX.XX

Sub total: XX,XXX.XX

Total amount: XX,XXX.XX

GST/TPS 5% X,XXX.XX

Total tax: X,XXX.XX

Amount due: XX,XXX.XX CAD

Payment Terms: Net 60 Days

## **SCHEDULE D - APPROVED SUBCONTRACTORS**

Conseillers en gestion et informatique CGI Inc. Canada

MYRA Systems Corp.

Procyon Security Group

Number 41 Media

## SCHEDULE E - INSURANCE

1. The Service Provider must, without limiting the Service Provider's obligations or liabilities and at the Service Provider's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
  - (a) Commercial General Liability in an amount not less than \$5,000,000.00 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; and
  - (b) Professional Errors and Omissions Liability insuring the Service Provider's liability resulting from errors or omissions in the performance of the Services in an amount of \$5,000,000.00 per occurrence and in the aggregate.
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 Service Provider must provide the Province with evidence of all required insurance as follows:
  - (a) within 10 Business Days of commencement of the Services, the Service Provider must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
  - (b) if any required insurance policy expires before the end of the Term, the Service Provider must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
  - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Service Provider 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 Service Provider must maintain throughout the Term that alternative in accordance with the terms of the approval.
5. The Service Provider must obtain, maintain and pay for any additional insurance which the Service Provider is required by law to carry, or which the Service Provider considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Service Provider's sole discretion.

## SCHEDULE F - PRIVACY PROTECTION SCHEDULE

### Definitions

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

### Purpose

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

### Collection of personal information

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

### Accuracy of personal information

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



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

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

### **Correction of personal information**

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

### **Protection of personal information**

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

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

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

### **Retention of personal information**

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

### **Use of personal information**

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

### **Disclosure of personal information**

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

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

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

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

### **Notice of unauthorized disclosure**

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

### **Inspection of personal information**

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

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

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

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

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

### **Termination of Agreement**

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

#### **Interpretation**

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

## SCHEDULE G - SECURITY

### 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 Service Provider to provide the Services;
  - (b) "Facilities" means any facilities at which the Service Provider provides or is to provide the Services;
  - (c) "Information" means information
    - (i) in the Material, or
    - (ii) accessed, produced or obtained by the Service Provider (whether verbally, electronically or otherwise) as a result of the Contract;
  - (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 by the Province to be "Sensitive Information"; 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 Service Provider or a subcontractor if an individual, or
    - (ii) an employee or volunteer of the Service Provider or of a subcontractor.

### Schedule contains additional obligations

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

### Services Worker confidentiality agreements

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

### Services Worker security screening

4. The Service Provider may only permit a Services Worker who is an employee or a volunteer of the Service Provider 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 Exhibit 1 and any additional requirements the Service Provider may consider appropriate, the Service Provider is satisfied that the Services Worker does not constitute an unreasonable security risk. The Service Provider must create, obtain and retain Records documenting the Service Provider's compliance with the security screening requirements set out in Exhibit 1 in accordance with the provisions of that Exhibit 1.

### Services Worker activity logging

5. The Service Provider 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.

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

- 6. The Service Provider must create, maintain and follow a documented process to:
  - (a) protect Facilities and Equipment of the Service Provider required by the Service Provider 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 Service Provider
    - (i) being used by the Service Provider 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.

- 7. If the Province makes available to the Service Provider any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Service Provider 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**

- 8. The Service Provider must 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.

#### **Integrity of Information**

- 9. The Service Provider must create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Service Provider.
- 10. For the purposes of section 9, maintaining the integrity of Information means that, except to the extent expressly authorized by the Contract or approved in writing by the Province, the Information has:
  - (a) remained as complete as when it was acquired or accessed by the Service Provider; and
  - (b) not been altered in any material respect.

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

- 11. The Service Provider must create and maintain detailed Records logging any changes it makes to the processes described in sections 6, 8 and 9.

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

- 12. If Service Provider 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 Service Provider to comply with this Schedule or the Contract), the Service Provider must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Service Provider 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 Service Provider to do so.

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

13. If the Province decides to conduct a review of a matter described in section 12 (whether or not the matter came to the attention of the Province as a result of a notification under section 12), the Service Provider must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Service Provider to do so.

#### **Retention of Records**

14. Unless the Contract otherwise specifies, the Service Provider must retain all Records in the Service Provider's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

#### **Audit**

15. In addition to any other rights of inspection the Province may have under the Contract or under statute, the Province may, at any reasonable time and on reasonable notice to the Service Provider, enter on the Service Provider's premises to inspect and, at the Province's discretion, copy:
  - (a) any Records in the possession of the Service Provider containing Information; or
  - (b) any of the Service Provider's Information management policies or processes (including the processes described in sections 6, 8 and 9 and the logs described in sections 5 and 11) relevant to the Service Provider's compliance with this Schedule

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

#### **Termination of Contract**

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

#### **Interpretation**

17. In this Schedule, unless otherwise specified:
  - (a) references to sections are to sections of this Schedule; and
  - (b) references to exhibits are to the exhibits attached to this Schedule.
18. Any reference to the "Service Provider" in this Schedule includes any subcontractor retained by the Service Provider to perform obligations under the Contract and the Service Provider must ensure that any such subcontractors comply with this Schedule.
19. The exhibits attached to this Schedule are part of this Schedule.

20. If there is a conflict between a provision in an exhibit attached to this Schedule and any other provision of this Schedule, the provision in the exhibit is inoperative to the extent of the conflict unless the exhibit states that it operates despite a conflicting provision of this Schedule.
21. If there is a conflict between:
  - (a) a provision of the Contract, this Schedule or an exhibit attached to this Schedule; and
  - (b) a documented process required by this Schedule to be created or maintained by the Service Provider;the provision of the Contract, Schedule or exhibit will prevail to the extent of the conflict.
22. The obligations of the Service Provider in this Schedule will survive the termination of the Contract.

## Schedule G - Exhibit 1 – Security screening requirements

The personnel security screening requirements set out in this Exhibit 1 are for the purpose of assisting the Service Provider determine whether or not a Services Worker constitutes an unreasonable security risk.

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

1. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider must verify, by reasonable means, any relevant employment history of a Services



Worker, which will generally consist of the Service Provider requesting that a Services Worker provide employment references and the Service Provider contacting those references. If a Services Worker has no relevant employment history, the Service Provider 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 Service Provider must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

#### **Security interview**

4. The Service Provider 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 Service Provider it wishes to do so.

#### **Criminal history check**

5. The Service Provider 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.

1.

## **SCHEDULE H - CHANGE PROCESS**

### **1. Introduction**

The Change Process encompasses the following two change mechanisms, as described within the schedule:

- Change Orders (section 2)
- Statements of Work (Section 3)

These processes, to be further defined by the Service Provider in the Operations Manual and Approved by the Province, will be used to govern operational, technical and other changes to the Base Services provided and to assign On-Demand services to the Service Provider.

### **2. Change Orders**

The process described in this Section 2 is intended to be used for changes to the Services delivered by the Service Provider under the Agreement and the costs related to those Services, including material changes to the following:

- All changes, modifications, amendments or supplements to the Base Services provided by the Service Provider to the Province under this Agreement;
- The Base Services Fee;
- The Standard Time and Materials Rates for On-Demand Services;
- The addition or removal of Applications from the Agreement;
- The Service Levels;
- The Approved Service locations; and
- The security or other Provincial policies or legislation to the extent they affect price, scope or Service Levels.

A Change Order will not be effective unless Approved by both Parties. A Change Order will not be used for changes to the terms of the written Agreement unless expressly agreed by the Province and the Service Provider.

#### **2.1 Change Order Initiation**

The Parties agree that where the Province requests that the Service Provider prepare a Change Order, the Service Provider will prepare the Change Order at its cost.

The Service Provider will complete its analysis, develop the required documentation, and deliver a Change Order within a mutually agreed timeline.

#### **2.2 Change Order Approvals and Authority Limits**

Unless otherwise stated in the applicable form, Changes Orders will be Approved on behalf of the Service Provider by the Relationship Manager and on behalf of the Province by the Contract Manager and the Chief Technology Officer, with both parties recognizing that changes of a higher magnitude may require additional internal approvals within each organization prior to execution.

Unless mutually agreed to otherwise in a Change Order, approval of Change Orders will be demonstrated via the signatures of both parties on the Change Order document.

#### **2.3 Form of Change Order**

A template for the documentation of Change Orders is attached as Appendix 1 to this Schedule H, and will be finalized by the Parties prior to the Handover Date.

### **3. Statements of Work**

The process described in this Section 3 shall be used for the assignment of On-Demand Services to be provided by the Service Provider. No On-Demand work will commence prior to the Approval, by the Province, of the associated Statement of Work. To the extent the Service Provider commences work prior to such Approval, the Province is under no obligation to pay for such work.

### 3.1 Statement of Work Initiation

The Province, at its absolute discretion, may choose to solicit vendors other than the Service Provider for the performance of any or all of the On-Demand Services. The Parties agree that where the Province chooses to offer an opportunity for On-Demand Services to the Service Provider, the Province will request that the Service Provider prepare, at its cost, a Statement of Work.

The Service Provider will complete its analysis, develop the required documentation, and deliver the Statement of Work within a mutually agreed timeline.

### 3.2 Ticketing System

Notwithstanding the Approval by the Province of a Statement of Work for On-Demand Services, On-Demand work can only be carried out by the Service Provider under tickets Approved by the Province Contract Manager using the Service Provider ticketing system for tracking Service Provider work.

### 3.3 Statement of Work Approvals and Authority Limits

Unless otherwise stated in the applicable form, Statements of Work will be Approved on behalf of the Service Provider by the Relationship Manager and on behalf of the Province by the Contract Manager and the Chief Technology Officer, with both parties recognizing that Statements of Work of a higher magnitude may require additional internal approvals within each organization prior to execution.

Unless mutually agreed to otherwise, Statement of Work approval will be demonstrated via the signatures of both parties on the Statement of Work document.

### 3.4 Form of Statement of Work

A template for the documentation of Statements of Work is attached as Appendix 2 to this Schedule H, and will be finalized by the Parties prior to the Handover Date.

### 3.5 Statement of Work Volume

The Parties will work in good faith to jointly manage the volume and priority of Statements of Work to ensure effective use of each Party's resources.

## 4. De-scoping or Removal of Applications

The Province may provide written notice to the Service Provider requesting specific Applications to be de-scoped. This notice must be provided no less than ninety (90) calendar days from the planned de-scoping date.

The assignment to the Service Provider of those planning and implementation activities required to prepare for the de-scoping of an Application will be via a Statement of Work Approved by the Province. The removal of the Application from the scope of the Agreement will be Approved by the Parties via a Change Order.

The Service Provider acknowledges that it is the Province's expectation that the Base Services Fee will, effective as of the date on which an Application is removed from scope via a Change Order, be reduced in a manner and amount that is commensurate with the Service Provider's actual cost of supporting that Application, via the same Change Order.

## 5. Disputes

In the event the parties cannot agree to proposed changes, the Dispute Resolution Process will be followed.

Schedule H, Appendix 1  
Change Order template



Application Management Services  
Agreement (the "Agreement")



Contract #: 2015/\*\*

Dated: October 1, 2015

**Change Order**

When signed by authorized representatives of both parties, this Change Order (CO) forms part of, and is subject to, the terms and conditions of the Agreement.

**Reference Information**

Reference Number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Start Date: \_\_\_\_\_

**CO Information**

1. Reason for Change
  - a. Background.
  - b. Alternatives considered
  - c. Recommendation
2. Effect on Existing Services and Service Levels
  - a. .
3. Effect on Existing Fees
  - a. .
4. Effect on Existing Dates
  - a. .
5. Assumptions and Province Responsibilities (as required)
  - a. .
6. Other Information (as required)
  - a. None

Reference# 2015-001

Page 1 of 2



**Application Management Services  
Agreement (the "Agreement")**



Contract #: 2015/\*\*\*

Dated: October 1, 2015

**Approval Signatories (to start work)**

**Agreed to:** \_\_\_\_\_

**CGI Information Systems and Management  
Consultants Inc.**

By: \_\_\_\_\_

Printed Name: Kepmen Lee  
Title: Vice President, Consulting Services

Date: \_\_\_\_\_

**Agreed to:** \_\_\_\_\_

**The Province**

By: \_\_\_\_\_

Printed Name: Brad Kocurek  
Title: Chief Technology Officer, Ministry of  
Health

Date: \_\_\_\_\_

AND

By: \_\_\_\_\_

Printed Name: Andrew Elderfield  
Title: Director, Business Planning and  
Application Management

Date: \_\_\_\_\_

Reference# 2015-001

Page 2 of 2

Schedule H, Appendix 2  
Statement of Work template



Contract #: 2015/\*\*\*

Application Management Services  
Agreement (the "Agreement")

CGI

Dated: October 1, 2015

Statement of Work

When signed by authorized representatives of both parties, this Statement of Work (SOW) assigns the On-Demand Services described herein to CGI and forms part of, and is subject to, the terms and conditions of the Agreement.

Reference Information

Reference Number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Start Date: \_\_\_\_\_

SOW Information

1. Description

a. .

2. Fees

a. XXXX.XX is the maximum fees payable under this SOW, based on the following estimated costs:

Role	Level	Rate	Hours	Amount
Total:				

b. Payment Schedule

3. Timelines

- a. Completion Date.  
b. <other as required>

4. Deliverables

a. .

5. Assumptions and Province Responsibilities (as required)

a. .

Reference# 2015-001

Page 1 of 3



**Application Management Services  
Agreement (the "Agreement")**

**CGI**

Contract #: 2015/\*\*

Dated: October 1, 2015

6. Other Information (as required)  
a. None

7. Attachments  
Where there is any conflict between any information in an attachment and the information contained in the SOW, the information in the SOW takes precedence.  
a. .

8. Amendments (as required)

Amendment#	Date Amendment Effective	Term #(s) Amended	Amendment Detail
1			



**Application Management Services  
Agreement (the "Agreement")**



Contract #: 2015/\*\*\*

Dated: October 1, 2015

**Approval Signatories (to start work)**

**Agreed to:** \_\_\_\_\_

**CGI Information Systems and Management  
Consultants Inc.**

By: \_\_\_\_\_

Printed Name: Kepmen Lee

Title: Vice President, Consulting Services

Date: \_\_\_\_\_

**Agreed to:** \_\_\_\_\_

**The Province**

By: \_\_\_\_\_

Printed Name: Brad Kocurek

Title: Chief Technology Officer, Ministry of  
Health

Date: \_\_\_\_\_

AND

By: \_\_\_\_\_

Printed Name: Andrew Elderfield

Title: Director, Business Planning and  
Application Management

Date: \_\_\_\_\_

Reference# 2015-001

Page 3 of 3



## SCHEDULE I - KEY POSITIONS

The following Service Provider positions are designated as Key Positions and are subject to the provisions of Section 13.12 of the Agreement:

- **Relationship Manager**
- **Service Delivery Manager**
- **Program Manager**
- **Enterprise Architect**
- **Security Architect**
- **Quality Manager**
- **Business Support Lead(s)**
- **Privacy Officer**

On the Effective Date, the following individuals will be assigned to these roles. During the Term the persons assigned to the Key Positions will be listed by the Service Provider in the Operations Manual, and changed if necessary within the Operations Manual.

Relationship Manager	Kepmen Lee
Service Delivery Manager	Ian King
Program Manager	Stefanie Anglin
Enterprise Architect	Tyler Sherwood
Security Architect	Steven Schnider
Quality Manager	Virginia Dowler
Business Support Leads	Yvonne den Otter Martin Leggett Donny Groulx Greg Pascucci Damon Hughes
Privacy Officer	Adam Stinson

Additionally, any personnel described in an Approved Change Order as being key personnel in relation to any Services described in that Approved Change Order will be deemed to occupy a Key Position and are subject to section 13.12 of the Agreement.

## **SCHEDULE J - GOVERNANCE PROCESS**

### **1. Objectives**

The primary objectives of the Governance Process are to:

- a. establish clear lines of responsibilities and decision making accountability to facilitate the delivery of the Services and resolve issues as quickly as possible.
- b. provide clear and centralized channels of communication so that the Parties both receive consistent and relevant information.
- c. provide a mechanism that enables the Services to develop and adapt during the term of the Agreement in a controlled but flexible manner.

### **2. Primary Management Roles**

The Province and the Service Provider will each have a primary manager responsible for the Services who will:

- a. have overall managerial responsibility for the day to day delivery or oversight of delivery of the Services and the relationship between the Parties;
- b. jointly be responsible for preparation of the agendas for the Joint Executive Committee (JEC) and the Joint Management Committee (JMC);
- c. act as the primary liaison with the executive staff of the other Party with respect to the Services;
- d. coordinate, oversee and monitor the performance of the Services by the Service Provider;
- e. verify invoices; and
- f. otherwise act in accordance with any responsibilities as set forth in the Agreement.

#### **2.1. Province Contract Manager**

The Province has currently designated the ITSBBPAM Director as the Province's Contract Manager.

#### **2.2. Service Provider Relationship Manager**

The Service Provider will designate an individual as the contract manager for their respective organization, who will be referred to as the "Service Provider Relationship Manager".

The Service Provider Relationship Manager will act as the main point of contact for all formal communications under the Agreement and have overall responsibility for contract performance and Service delivery including Service Level monitoring and reporting; workload and contracted resource management; resolution of critical issues; facilitating the documentation and implementation of Annual Operating Plans and multi-year technical roadmaps; identifying opportunities for Continual Service Improvement; budgeting and forecasting; and performance and deliverables reviews.

The Service Provider Relationship Manager will be an active member of the key governance committees, as outlined in the Governance Process. The Service Provider Relationship Manager will oversee the Service Provider's service strategy, focused on supporting the Province's business outcomes and overall portfolio management.

The Province expects the Service Provider Relationship Manager to have a sufficient level of authority within the Service Provider's organization to effectively and efficiently manage the Agreement and all resources assigned to provide Services to the Province, without unreasonable delays.

### **3. Contract Governance Processes**

Effective contract governance is a key success factor for the Province's Service requirements. The Service Provider will participate in the following processes:

### **3.1. Joint Executive Committee (JEC)**

Role:

The Joint Executive Committee will provide strategic direction, budgetary approvals and guidance in alignment with the Agreement by:

- Ensuring business priorities and Service delivery are aligned.
- Modeling and supporting a culture of change and relationship/alliance building between the Parties to create an environment for success.

Responsibilities

- Establish and approve strategic directions for the working relationship between the Parties.
- Champion the relationship between the Parties and the mutually established and agreed to way of doing business to create conditions for success, including assisting each party to identify and obtain the required internal resources.
- Model expected behaviors for the success of the relationship between the parties (e.g. culture and working together on the basis of mutual interest).
- Approve major changes to the Agreement relating to the nature of the relationship or how the Agreement is being managed, as required.
- Provide issue and dispute resolution to minimize escalation to the joint relationship sponsors (see section 6 of this Schedule).

Chair and Membership:

- Co-chaired by one representative of the Province and one representative of the Service Provider unless otherwise agreed by both Parties.
- Three senior executive representatives of each of the Province and Service Provider or such other number of committee members as agreed to by both Parties.
- Service Provider's representatives may include representatives of the Service Provider's Subcontractors.

Meetings:

- Every three months or as requested by either Party on five Business Days prior notice.
- All meetings will follow the meeting protocols set out in section 4 of this Schedule.

### **3.2. Joint Management Committee (JMC)**

Role:

- Provide advisory support to the JEC and direction and guidance in respect of the relationship between the Parties to ensure operational success.
- Provide a formal forum for joint issue resolution and decision making for mutual problems of an operational nature as escalated from JOC.

Responsibilities:

- Review and approve the Annual Operating Plan.
- Review and approve requests for changes to Subcontractors.
- Continuously look for new ways to deliver business value, value for money, new business development opportunities and proactively seek advice on and share best practices.

- Monitor Service Provider performance and the objectives, outcomes and other benefits realized, and identify and escalate any systemic contractual or management problems to the JEC.
- Manage issues related to performance and Service Levels.
- Review and approve proposed changes to Service Levels and adjust as appropriate based on:
  - current Service Levels;
  - industry standards;
  - improved performance factors;
  - customer satisfaction surveys; and
  - financial implications.
- Provide dispute resolution decision-making and issue resolution to minimize escalation to the JEC.
- Reports to JEC.

#### Chair and Membership

- Alternating chairs from each Party.
- Senior representatives of each Party in such numbers as may be agreed by both Parties (which need not be equal as between the two Parties).
- Service Provider's representatives may include representatives of Service Provider's Subcontractors.

#### Meetings:

- Monthly or more often as requested by either party on five Business Days prior notice.
- All meetings will follow the meeting protocols set out in section 4 of this Schedule.

### 3.3. Joint Operations Committee

#### Role:

- Address day to day operations management and day to day issues.

#### Responsibilities:

- Review status of ongoing operational activities and future plans.
- Review of all major incidents, problems, and corrective action planned or implemented.
- Management of the change process, including scheduling conflicts.
- Review the results of all major changes.
- Prepare reports for the JMC including the monthly service level report.
- Approve chairs and membership of working groups
- Conduct an annual review of reporting requirements for approval of any improvements, enhancement, or changes
- Report to JMC about day to day contract management of the Services

#### Chair and Membership:

- Co-chaired by the Service Provider Relationship Manager and the Province's Contract Manager.
- Technical representatives of each Party in such numbers as may be agreed by both Parties (which need not be equal as between the two Parties).
- Service Provider's representatives may include representatives of Service Provider's Subcontractors.

#### Meetings:

- Bi-weekly or more often as requested by either Party on one Business Days prior notice.
- All meeting will follow the meeting protocols set out in section 4 of this Schedule.

### **3.4. Working Groups**

Working groups will:

- Be constituted at the request of the JOC and will perform functions as requested by the JOC;
- Develop and maintain terms of reference for approval by the JOC;
- Work on the basis of consensus as between the two Parties;
- Be consultative in nature; and
- Report to the JOC.

Chairs and membership of the working groups and the approval of the terms of reference for the working groups will be determined by the JOC. Chairs will be responsible for setting agendas, moderating meetings and declaring consensus, recording decisions and approving recommendations to higher level committees.

### **4. Meeting Protocols**

All governance meetings should follow standard business practices for meeting etiquette, as follows:

- Meeting changes should be communicated at least five Business Days in advance;
- Agendas will be jointly established and circulated together with any other meeting materials three Business Days prior to the meeting;
- Quorum for all meetings require at least one representative of each Party to be present in person or through acceptable remote access;
- All decisions will be made in accordance with section 5 of this Schedule;
- Meeting minutes shall be taken and circulated to committee members within three Business Days of the meeting;
- Parties have three Business Days after circulation of the minutes to object to minutes, failing which minutes are deemed to be accepted. Such deeming provision shall not apply to meetings of joint relationship sponsors (see section 6 of this Schedule) which must be accepted by members thereof.
- Meeting invitees to indicate ability to attend at least three Business Days prior to the meeting and if unable to attend to send an appropriate delegate with decision-making authority.
- Meeting notice should indicate mandatory and optional invitees; meeting attendance is mandatory for permanently-appointed members of any committee.
- Meeting notice should indicate whether presence is required in-person, otherwise remote access is acceptable.
- Meetings will start at the stated time on the circulated agenda.

### **5. Authority and Decision Making**

The following table outlines the scope of authority and decision making of the various committees, and working groups described in the governance framework.

Any decision made by a governance committee that is within the operating mandate of that committee will be:

- a. Made by the mutual consensus of the Province committee members on the one hand and the Service Provider committee members on the other hand; and
- b. Binding upon the Parties (unless decided otherwise by a committee having the authority to do so).

Decisions that extend beyond the mandate of the committee will be escalated to the next appropriate committee as indicated in these governance processes and where no such committee is indicated, to the joint executive committee. All decisions made by the committees will, where appropriate, follow the Change Process. All decisions will be recorded in meeting minutes and a notice of each decision will be sent to the affected parties.

Where as a result of the exercise of a decision making authority conferred on a governance committee under this Schedule, the parties propose to amend the Agreement, such proposed amendment shall be implemented by way of the Change Process or an amending agreement.

#### 6. Summary of Authority of Governance Committees

<b>Governance Committee Name</b>	<b>Participants</b>	<b>Authority to make decisions on issues</b>	<b>Frequency</b>
<b>Joint Relationship Sponsors</b>	<p><b>For the Province:</b> Assistant Deputy Minister, HSIMT</p> <p><b>For the Service Provider:</b> Senior Executive Member</p>	<b>Issues that significantly impact the health of the relationship between the parties.</b>	<b>As required</b>
<b>JOINT EXECUTIVE COMMITTEE (JEC)</b>	<p><b>For the Province:</b></p> <ul style="list-style-type: none"> <li>Assistant Deputy Minister, HSIM/IT</li> <li>Chief Technology Officer</li> <li>Director, Business Planning and Application Management</li> </ul> <p><b>For the Service Provider:</b></p> <ul style="list-style-type: none"> <li>Senior Company Executive (e.g. Senior Vice President)</li> <li>Relationship Manager</li> </ul>	<p><b>Issues that significantly impact:</b></p> <ul style="list-style-type: none"> <li>Scope</li> <li>Transition</li> <li>Timeframes</li> <li>Issues that significantly impact the health of the relationship between the Parties</li> <li>Stakeholder relations</li> </ul> <p><b>Official Plans and Priorities</b></p> <p><b>Issues Impacting the parties including:</b></p> <ul style="list-style-type: none"> <li>Legislative</li> <li>Policy</li> <li>Privacy and Security</li> <li>Issues escalated from the Joint Management Committee</li> </ul> <p>Service Provider and Province Service Level Appeals</p>	<p><b>For the first six months of the contract:</b> Every two months</p> <p><b>Thereafter:</b> Quarterly and as requested if circumstances warrant, on provision of 10 Business Days prior notice</p>
<b>JOINT MANAGEMENT COMMITTEE (JMC)</b>	<p><b>For the Province:</b></p> <ul style="list-style-type: none"> <li>Chief Technology Officer</li> <li>Director, Business Planning and Application Management</li> <li>Director, Systems Services</li> </ul> <p><b>For the Service Provider:</b> <b>Relationship Manager</b></p>	<p><b>Issues that impact:</b></p> <ul style="list-style-type: none"> <li>Project Scope including new project approvals and changes to service descriptions within project parameters</li> <li>Budget allocation including Service Provider investment, proposals affecting overall cost, value for money</li> <li>Budget management</li> <li>Timeframes</li> <li>Stakeholder relations</li> </ul>	<p><b>For the duration of the contract:</b></p> <ul style="list-style-type: none"> <li>Monthly</li> </ul> <p>As requested if circumstances warrant, on provision of 10 Business Days prior notice</p>

<b>Governance Committee Name</b>	<b>Participants</b>	<b>Authority to make decisions on issues</b>	<b>Frequency</b>
		<ul style="list-style-type: none"> <li>• Performance and service levels</li> <li>• Resource sufficiency and availability</li> <li>• SSBC relationship</li> </ul> <b>Issues escalated from JOC, Working Groups, Project or Operational Teams</b> <b>Risk mitigation strategies</b>	
<b>JOINT OPERATIONS COMMITTEE (JOC)</b>	<b>For the Province:</b> <ul style="list-style-type: none"> <li>• Director, Business Planning and Application Management</li> <li>• Director, Systems Services</li> <li>• Director, Information Security and Audit</li> </ul> <b>For the Service Provider:</b> <b>See Proposal</b>	<b>Issues that impact:</b> <ul style="list-style-type: none"> <li>• Day to day operations</li> <li>• Operations Change Management</li> <li>• Problem and incident review and follow up</li> <li>• Performance and Service Levels</li> </ul>	<b>For the duration of the contract:</b> Bi-weekly As requested if circumstances warrant, on provision of one Business Days prior notice
<b>WORKING GROUPS</b>	Membership nominated as required	<ul style="list-style-type: none"> <li>• Review, assess, provision of input and advice regarding issues as they are identified</li> <li>• No decision making authority unless delegated</li> </ul>	<b>For the duration of the contract:</b> Meetings to be set based on need.

## SCHEDULE K - SERVICE LOCATIONS

### **CGI**

1405 Douglas Street, 6<sup>th</sup> Floor  
Victoria, British Columbia  
V8W 2G2

711 Broughton Street, 2<sup>nd</sup> Floor  
Victoria, British Columbia  
V8W 1E3

4601 Canada Way, Suite 201  
Burnaby, British Columbia  
V5G 4X7

930, Jacques-Cartier Est, 3rd Floor  
Saguenay, Quebec  
G7H 7K9

3200 Rue Dickson  
Montreal, Quebec  
H1N 2K1

1 Complexe Desjardins  
Montréal, Québec  
H5B 1B2

### **Myra Systems**

488A Bay Street  
Victoria, British Columbia  
V8T 5H2

### **Number 41 Media**

101 – 3045 Douglas Street  
Victoria, British Columbia  
V8T 4N2

### **Procyon Security Group**

13494 18th Avenue  
Surrey, British Columbia  
V4A 1W3



## SCHEDULE B

### SERVICES

#### Overview of Services and parts to this Schedule B

The Service Provider will provide Services that include the following three components: Transition Services; Base Services; and On-Demand Services. Each component is dealt with in its own part of this Schedule B.

**Part 1** Transition Services are those services that are necessary or desirable to plan for and attain readiness to deliver the Base Services and On-Demand Services. The provision of Transition Services commences on the Effective Date.

Part 1 also consists of the following appendix:

Appendix 1-1 – Schedules and Milestones

**Part 2** Base Services are the steady-state services that are necessary to keep the Province's portfolio of Applications, tools and technologies, websites and web related services, other IT solutions, and their Platforms operational, well-managed, documented, inventoried, optimized, secure and serving their purposes. The Base Services will include Application maintenance, Preventative Maintenance, reporting and planning, and security management. The Base Services should also address planning for the transformation of infrastructure, technology, processes and data. The provision of Base Services commences on the Handover Date.

Part 2 also consists of the following appendixes:

Appendix 2-1 – Applications

Appendix 2-2 – Servers

**Part 3** On-Demand Services are optional services that may be ordered by the Province in accordance with the terms of the Agreement.

**Part 4** Service Levels, while not services, are intended to establish a minimum standard and level of performance for the delivery of the Base Services and On-Demand Services by the Service Provider.

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

## **SCHEDULE B – PART 1**

### **TRANSITION SERVICES**

#### **Overview of Part 1**

This Part 1 of Schedule B describes the services, functions, tasks and requirements comprising the Transition Services, in non-technical language.

The Service Provider acknowledges that the Province's objectives in relation to the Transition Services are as follows:

- No loss of productivity;
- Transition period is as short as reasonably possible;
- Minimal requirement to orient and transfer knowledge;
- Maintenance of uninterrupted service and support; and
- No interruption or delay to existing or contemplated On-Demand projects.

#### **Transition Services**

Commencing on the Effective Date, the Service Provider will provide the Transition Services that are described in this Part 1 of Schedule B. The Service Provider will make commercially reasonable efforts to ensure that the "Transition-in" portion of the Transition Services are completed by no later than December 31, 2015.

#### **1. Transitioning-in**

##### **1.1. Transition-in Services**

The Service Provider will:

- (a) plan, execute, monitor, control and report on the tasks to:
  - (i) establish its ability to deliver all Base Services and On-Demand Services, and
  - (ii) set up and configure any software identified as necessary to support the delivery of the Services;
- (b) perform its transitioning-in activities at no charge to the Province;
- (c) establish the Service Levels, as defined in Schedule B, Part 4, and related processes, monitoring, and reporting, to take effect on the Handover Date;
- (d) work with the Province to develop a set of regular standard reports that satisfy the Province's information requirements prior to the Handover Date;
- (e) work with the Province to establish standard templates for Change Orders and Statements of Work, as contemplated in Schedule H, the Change Process;
- (f) develop and obtain Province approval of the Operations Manual prior to the Handover Date;
- (g) develop, and obtain Province approval of, a Handover Checklist template that will list all the tasks, reports and service measures to provide the Province confirmation that the transition-in services have been completed;
- (h) advise the Province in writing when the Service Provider is ready to assume sole responsibility for the delivery of all Base Services and On-Demand Services; and
- (i) obtain Province Approval that the Transition Plan and Handover Checklist have been completed.

##### **1.2. Transition Plan**

The Service Provider will:

- (a) prepare a detailed transition plan (the “**Transition Plan**”) that details how the Service Provider will work with all of the stakeholders and other key service providers in order to make a smooth transition, to include:
  - (i) deliverables and milestones including timelines and schedules,
  - (ii) risks and constraints and mitigation strategies,
  - (iii) resource requirements, including the identification of resources that will be available through the entire transition-in period,
  - (iv) the communications and escalation process, and
  - (v) the Operations Manual development process;
- (b) present the Transition Plan to the Province for review and Approval within two weeks of the Effective Date;
- (c) execute the Approved Transition Plan; and
- (d) meet with the Province regularly during the transition period to monitor progress against the Approved Transition Plan.

### 1.3. Transition Approach

The Service Provider will:

- (a) establish a dedicated Transition Project Manager to manage the Transition Plan;
- (b) manage transition activities under the following work streams, reporting up to the Transition Project Manager:
  - (i) Knowledge Transfer,
  - (ii) Operational Processes,
  - (iii) Technology Set-up,
  - (iv) Contract Alignment,
  - (v) Human Resources, and
  - (vi) Transformation.

### 1.4. Operational Changes

The Service Provider will complete the following operational changes prior to the Handover Date, except where mutually agreed otherwise by the Service Provider and the Province:

- (a) establishment of the Saguenay Delivery Centre, as identified in Schedule K, into the Service Provider’s delivery model for the provision of Base Services under this Agreement, including the completion of knowledge transfer;
- (b) implement, configure and transition to a new service management tool (ticketing system), including:
  - (i) obtaining Province Approval of the selected tool and the subsequent implementation of the Approved tool,
  - (ii) exporting the historical data from the legacy CAST/C2 tool into a database which the Province and Service Provider staff can query, and produce reports from, using existing business software, to be mutually decided during transition;
- (c) perform document migration and transformation to a new single web-based document management tool, including:
  - (i) obtaining Province Approval of the selected tool and the subsequent implementation of the Approved tool,

- (ii) establishing a web-based interface, accessible to both Province and the Service Provider's users where authorized, to control document versioning, storage and life cycle, and
  - (iii) providing training on its use to Province staff prior to the Handover Date;
- (d) integrate a new reporting tool with the Configuration Management Database to provide improved reporting capability and support the production of regular standard reports;
- (e) implement an internal project defect tracking and management system and make recommendations to the Province regarding the consolidation of defect tracking tools to reduce duplicate technologies and the overall cost of ownership related to these tools;
- (f) establish a single point of contact for all Incident and Service Requests to ensure their prompt and correct routing, that can be contacted by:
  - (i) voice via a 1-800 telephone number or its synonymous local number,
  - (ii) SMS text, and
  - (iii) dedicated E-mail;
- (g) complete an assessment on the overall state of the Service Provider's technical environment and the quality of the associated technical documentation, including:
  - (i) preparing and executing a technology/security set-up work plan to ensure that, where required, any changes are completed prior to the Handover Date,
  - (ii) addressing any physical and technical security aspects that need to be enhanced or established,
  - (iii) confirming all user ID's and access cards will be confirmed, and
  - (iv) re-signing all required Province confidentiality and security forms by all Service Provider members and Subcontractors providing Services to the Province;
- (h) develop, and receive Province Approval of, an annual contract checklist (the "**Annual Contract Checklist**") that will list the regular activities that need to take place during the life of the Agreement. This checklist will be contained within the Operations Manual and be reviewed as part of the Governance Process;

### 1.5. Transition-In Resources

The Service Provider will establish the following roles to support the delivery of Transition Services:

Role	Responsibilities
Transition Project Manager	<ul style="list-style-type: none"> <li>• Manage transition project to the Approved Transition Plan</li> <li>• Provide regular updates on project status</li> <li>• Ensure quality assurance of deliverables</li> </ul>
Transition Knowledge Transfer Lead	<ul style="list-style-type: none"> <li>• High-level overview of the applications</li> <li>• High-level understanding of the Application management and support environment</li> <li>• High-level introduction of the Applications from the business representatives</li> <li>• Detailed overview of the technical aspects of the Applications</li> <li>• Detailed assessment of the Application functions</li> <li>• In-depth review of the Applications and their environments</li> </ul>
Transition Transformation Lead	<ul style="list-style-type: none"> <li>• Oversee the planned operational changes</li> </ul>
Transition Operational Processes Lead	<ul style="list-style-type: none"> <li>• Operational process changes are captured and reflected in an updated Operations Manual</li> </ul>

Role	Responsibilities
	<ul style="list-style-type: none"> <li>• Ensure efficiencies and improvements to reporting align with the Service Level Agreements and requirements of the Province</li> <li>• Oversee transition of privacy and security obligations</li> </ul>
Transition Technology Set-up and Site Preparation Lead	<ul style="list-style-type: none"> <li>• Oversee requirements gathering for all hosting technologies</li> <li>• Ensure hosting architecture meets OCIO and Ministry of Health policies and standards</li> <li>• Provide recommendations and ordering instructions matched to OCIO compliant SSBC service catalogue offerings</li> <li>• Oversee and facilitate ongoing integrated change management for hosting infrastructure</li> <li>• Provide accurate impact assessments based on knowledge of the Applications</li> </ul>
Transition Contract Alignment Lead	<ul style="list-style-type: none"> <li>• Ensure that all contracting activities required to establish the Services are completed</li> </ul>
Transition Human Resources Lead	<ul style="list-style-type: none"> <li>• Oversee all integration activities for new members joining the Service Provider</li> <li>• Arrange for re-assignments when resources change</li> </ul>

## 2. On-Demand Services during Transition-In

The Service Provider will:

- include transition planning for a portfolio of to-be-determined On-Demand Services for which the Service Provider agrees to take full responsibility to deliver as already planned by the Province.

## 3. Transitioning-out

The Service Provider will:

- perform transitioning-out activities at no charge to the Province;
- deliver to the Province a proposed Transition-Out Plan for consideration prior to the end of the first Contract Year; and
- update the Transition-Out Plan annually in consultation with the Province and submit the updated Transition-Out Plan to the Province for approval.

The responsibilities of the Service Provider related to transitioning-out are further detailed in section 11.9 of the Agreement.

## SCHEDULE B – PART 1

### APPENDIX 1-1

#### Schedules and Milestones

ID	Task Name	Start	Finish
1	MoH Transition Project Plan	Thu 15-10-01	Thu 15-12-31
2	Initial Transition Activities	Thu 15-10-01	Mon 15-10-05
7	Transition Project Plan	Thu 15-10-01	Tue 15-10-13
16	Knowledge Transfer	Thu 15-10-01	Thu 15-10-15
17	Application Documentation Review	Thu 15-10-01	Thu 15-10-01
18	Canadian Delivery Center	Mon 15-10-05	Thu 15-10-15
22	Application Confirmation	Thu 15-10-01	Thu 15-10-08
28	Identify Key Contacts/Stakeholders	Fri 15-10-02	Mon 15-10-05
31	Business - AMS	Thu 15-10-01	Fri 15-10-09
34	Technical - AMS	Thu 15-10-01	Fri 15-10-09
37	Knowledge Transfer Cutover	Thu 15-10-01	Wed 15-10-14
43	Operational Processes	Thu 15-10-01	Fri 15-12-18
44	On Demand Processes Updates	Wed 15-10-07	Fri 15-10-09
46	Create Service Reports	Thu 15-10-15	Tue 15-10-27
56	Service Level Management	Thu 15-10-01	Tue 15-11-03
82	Operational Manual	Mon 15-10-05	Mon 15-10-19
91	Incident and Problem Management	Thu 15-10-15	Tue 15-11-03
98	Change and Release Management	Tue 15-10-13	Tue 15-11-03
106	Support Processes / Procedures	Wed 15-11-04	Mon 15-11-09
110	Configuration Management	Mon 15-11-09	Tue 15-11-17
113	Operations Plan	Thu 15-10-01	Fri 15-12-04
122	Training	Thu 15-11-12	Mon 15-12-14
130	Quality Review	Tue 15-11-03	Mon 15-11-16
141	Operational Processes Cutover	Thu 15-10-01	Fri 15-12-18
147	Human Resources	Thu 15-10-01	Thu 15-11-12
148	Resource Onboarding	Wed 15-10-07	Fri 15-11-06
153	Nearshore-Offshore Planning & Work Distribution	Thu 15-10-08	Thu 15-10-15
155	Human Resources Cutover	Thu 15-10-01	Thu 15-11-12
161	Technology Setup	Thu 15-10-01	Thu 15-10-22
162	IT Asset Management	Fri 15-10-09	Tue 15-10-13
164	Security Management	Thu 15-10-01	Fri 15-10-02
171	Contingency Planning Management	Thu 15-10-15	Thu 15-10-15
173	Security & Privacy - Site Review	Fri 15-10-02	Fri 15-10-16
178	Technology Setup Cutover	Fri 15-10-16	Thu 15-10-22
183	Contract Alignment	Thu 15-10-01	Fri 15-12-18
200	Transformation	Thu 15-10-01	Tue 15-12-29
201	Architecture Vision - Follow TOGAF ADM	Tue 15-11-17	Tue 15-12-01
204	Remedy	Thu 15-10-01	Wed 15-12-16
212	DML - Alfresco - review and update existing processes	Tue 15-11-24	Mon 15-12-21
220	Configuration & Asset Management	Fri 15-12-11	Wed 15-12-16
223	Vulnerability Assessment (Baseline)	Wed 15-12-16	Thu 15-12-24
226	Transformation Cutover	Thu 15-10-01	Tue 15-12-29
232	Final Transition Cutover	Tue 15-12-29	Thu 15-12-31
235			
236	Transition PM	Thu 15-10-01	Thu 15-12-31

## **SCHEDULE B – PART 2**

### **BASE SERVICES**

#### **Overview of Part 2**

This Part 2 of Schedule B describes the services, functions, tasks and requirements comprising the Base Services.

#### **Base Services**

The Service Provider will, commencing on the Handover Date, provide Base Services that will keep the Province's portfolio of Applications, tools and technologies, websites and web related services, other IT solutions, and their Platforms, operational, well-managed, documented, inventoried, optimized, secure and serving their purposes. Base Services apply to all Applications except as otherwise identified in Appendix 2-1, In-Scope Ministry Applications.

#### **Best Practices**

The Service Provider will, in the delivery of Base Services, implement processes consistent with current ITIL guidelines as adapted for Base Services to the extent that it does not conflict with or establish a lower standard of service delivery than this Agreement or the policies and procedures of the Province. The Province also expects the Service Provider to leverage these processes to deliver On-Demand Services in a manner consistent with those provided as part of Base Services.

#### **Service Levels, Service Level Failures and Service Level Credits applicable to Base Services**

The Service Provider will perform the Base Services throughout the Term to a standard and level of performance which is required in order for the Service Provider to meet or exceed the Service Levels. The Service Provider's failure to meet any Service Levels will be governed by the provisions Schedule B, Part 4. The provisions of Part 4 provide only partial compensation for the damage that may be suffered by the Province as a result of the Service Provider's failure to meet any Service Levels. Accordingly, payment or application of any Service Level Credit pursuant to the provisions of Part 4 is without prejudice to any entitlement that the Province may have to damages or other remedies under this Agreement, at law or in equity, including injunctive relief (to the extent available), as well as to the following:

- the removal of the Service in respect of which there was a failure to meet the applicable Service Levels from the Services to be provided by the Service Provider pursuant to this Agreement, and an appropriate consequential reduction in the applicable portion of the Base Services Fee pursuant to the Change Process; or
- the taking by the Province of all action necessary or desirable to correct, rectify and remedy such failure and the resulting consequences at the cost of the Service Provider including, without limitation, procuring or otherwise obtaining services or goods from any alternative service providers or suppliers.

#### **Definitions**

The following definitions are intended to apply to Schedule B, Parts 2, 3 and 4:

"Detailed Estimate" means an estimate of the effort, cost and timeline involved in delivering an On-demand activity prepared using a formal and consistent estimation method documented in the Operations Manual. A Detailed Estimate is typically used to support a budget request during the detailed planning phase of a project or phase of a project.

"Order of Magnitude Estimate" means a "ballpark" estimate of the effort, cost and timeline involved in delivering an On-Demand activity based on the expert knowledge and past experience of the Service Provider and includes an indication of accuracy, expressed as a percentage (e.g. -25% to +50%). An Order of Magnitude Estimate is typically used to review the feasibility of a proposed activity, or inform a business case, during or prior to a project initiation phase when limited information is available.

"Database" means a database within the scope of Services provided under this Agreement.

“Server” means a server identified in the Configuration Management Database as a Service Provider responsibility, with any additions or removals of such being subject to the Approval of the Province. As of the Effective Date, the servers listed in Appendix 2-1 are deemed to be servers identified as a Service Provider responsibility in the Configuration Management Database.

## 1. General

The Service Provider will

- (a) maintain a working knowledge of the greater government technology environment, and will maintain effective working relationships with the organizations responsible for the various components of this environment, in order to ensure the Province’s operations run smoothly;
- (b) communicate and work cooperatively with the Province staff, as well as service providers, other government stakeholder organizations, or other vendors to ensure a steady state, resolve issues, and accommodate changes to core government technology;
- (c) perform Corrective and Preventative Maintenance;
- (d) attend and support all meetings related to the provision of Services under the Agreement, including but not limited to Windows Working Group, SSBC Change Management, Joint Application Support Committee (JASC); and
- (e) prepare Order of Magnitude and Detailed Estimates for On-Demand Services, as requested by the Province:
  - (i) via a mutually agreed process documented in the Operations Manual,
  - (ii) for time and materials or fixed price proposals, as requested by the Province, and
  - (iii) within two (2) days of being requested by the Province for Order of Magnitude Estimates and by a date mutually agreed to between the Service Provider and the Province for Detailed Estimates.

## 2. Operations Services

### 2.1. Operations Management

The Service Provider will:

- (a) create, deliver to the Province, and maintain an operations manual (the “**Operations Manual**”) that describes how (with procedures, processes, and practices) the Service Provider will perform the activities needed to deliver all Base Services and On-Demand Services. The Operations Manual will:
  - (i) contain instructions on how to maintain service stability,
  - (ii) describe the methods of operation and procedures the Service Provider will use to perform the Services, such as network topologies, security administration, system configurations, Service Desk support processes, human resource functions, business processes and associated documentation that provides further details of such activities, as applicable,
  - (iii) document a monitoring and reporting process with clearly specified data gathering and reporting deliverables related to each Service Level,
  - (iv) describe how information related to Applications will be managed using the CMDB;
  - (v) adhere to secure and privacy-enabled information handling procedures,
  - (vi) describe roles and responsibilities,
  - (vii) identify individuals filling Key Positions (as outlined in Schedule I),
  - (viii) be sufficient to enable the Province, or another service provider that is reasonably skilled in the provision of similar services, to fully assume the provision of the Service, and



- (ix) contain a template for the Annual Contract Checklist, to be reviewed regularly as part of the Governance Process, that will contain every scheduled activity required as part of the Agreement, along with the owner of that activity, and the date the activity is expected to be complete;
- (b) make the Operations Manual always available to the Province, and ensure it is maintained, kept current and reviewed with the Province annually according to the following cycle:

Activity	Schedule	Owner/Participants	Comment
Internal CGI Review	August	CGI Service Delivery Manager, CGI Enterprise Architect, CGI Team Leads	Updates based on operational process change over the course of the previous year.
Operations Manual Submission to the Province (Draft) and Review	August	Province Contract Manager	Review updates and provide feedback.
Operations Manual Update (Final)	September	CGI Service Delivery Manager	Incorporate updates based on outcomes of Province review. Province acceptance.
CGI Staff Training	October	CGI Service Delivery Manager	Training sessions for staff members in any process changes.

- (c) manage changes to the Operations Manual through the Change Management Process and quality management processes;
- (d) ensure that all Service Provider and Subcontractor staff receive training on the processes and procedures documented in the Operations Manual, including any changes made to the Operations Manual on an ongoing basis; and
- (e) carry-out an Operations Manual compliance review of select processes in the Operations Manual, chosen in collaboration with the Province, on a quarterly basis and provide the results of the review to the Province for review.

## 2.2. Service Desk Support

The Service Provider will:

- (a) maintain a 24 hour a day, seven day a week, a single point of initial contact for all Service Desks of the Province via voicemail, e-mail and direct entry into the Ticketing System and take full responsibility for assigning all necessary work within its support teams;
- (b) staff the single point of contact role by local, Victoria-based staff members with the skills to understand, clarify, analyze and communicate all necessary information to ensure that an Incident or request is handled appropriately;
- (c) establish a training program for persons filling the single point of contact role and ensure that all persons filling the role have received training, including training in the proper handling of personally identifiable information, updated as required whenever there is a relevant government policy change;
- (d) make the single point of contact training program available to Province personnel;
- (e) provide a tool (the “**Ticketing System**”) that can be accessed by Province staff, to track Incidents and Service Requests which have been submitted to the Service Provider and ensure

communication to the initiating Service Desk when an Incident or Service Request is resolved. This tool will:

- (i) provide access to Province staff to view the progress of each Incident or Service Request being worked on by the Service Provider at any given time,
  - (ii) provide automatic responses to the initiating Service Desk when an Incident or Service Request is submitted, updated, and resolved,
  - (iii) support the export of data from the tool in a format usable by the Province, and
  - (iv) be leveraged by the Service Provider for preparing, tracking, and reporting against assigned On-Demand activities, including Province monitoring of actuals versus estimated effort;
- (f) within the first year of the Agreement, explore the feasibility of leveraging the Ticketing System for use by the Ministry of Health's Help Desk; and
- (g) document and report its activity and resolutions to the initiating Service Desk at daily intervals and on completion of each assignment.

### **2.3. Technology and Infrastructure**

The Service Provider will:

- (a) monitor, track, and report on server conditions, for all Servers supporting the delivery of Services under the Agreement, such as up-times, availability, and capacity;
- (b) communicate and coordinate activities with stakeholders to assess the impacts of identified changes and to implement changes, presenting any planned changes, based on the SSBC's proposed schedule, to the appropriate Change Advisory Board where any impacts on the Province's Applications and environments will be assessed;
- (c) maintain the server middle tier and application layer. The Service Provider may have different access levels to different Servers ranging from having full update access to coordinating updates through SSBC;
- (d) update and deploy license keys as required by the Province;
- (e) identify and provide specifications to the Province for any purchases of hardware and software required to ensure the continued operation or any transformation of the Application environment;
- (f) develop and maintain a hosting plan to identify server sizing, storage requirements, backup schedules, supporting software components, proxy requirements, firewall rules, load balancing and hosting SLA requirements that informs Province hardware and software ordering requirements;
- (g) assist the Province in monitoring license compliance on the Province's Application Platforms, including:
  - (i) tracking and reporting what software is installed on Servers,
  - (ii) tracking the Service Provider's use of Province owned licenses for the delivery of Services, and
  - (iii) obtaining Province Approval prior to the installation of software on Servers;
- (h) perform maintenance upgrade activities up to a maximum effort of three (3) days per maintenance activity; and
- (i) meet with the Province on a quarterly basis to review and forecast the usage reports and approval processes related to Mainframe (MVS) charges.

### **2.4. Database Administration**

The Service Provider will:

- (a) perform problem resolution in all Databases;
- (b) perform technical investigation, trouble shooting and correction/tuning on Database instances;

- (c) assist developers with technical investigation, trouble shooting and correction/tuning of Applications;
- (d) perform Database tasks, such as performance monitoring and tuning, including Preventative Maintenance items such as monitoring allocated disk space capacity;
- (e) monitor Database growth on a daily basis in order to ensure that applications are performing normally; and
- (f) participate, as required, in regular Province, and other stakeholder technical meetings.

## **2.5. Web Services**

The Service Provider will:

- (a) provide ongoing maintenance and support for the Ministry of Health's internal and external web presence during Business Hours;
- (b) complete web requests, and confirm with the website content owner that requests have been actioned correctly, for requests received via the Ministry's web request system, the Ministry's web inbox, or via service request, for up to two thousand one hundred (2,100) hours per contract year;
- (c) monitor the web infrastructure, web server configuration, implementation and management, where within the Service Provider's scope of Services, including:
  - (i) server configuration and file maintenance,
  - (ii) browser and file access control and feedback routing,
  - (iii) statistics processing,
  - (iv) scripting, automation and coding, and
  - (v) technical support and consultation;
- (d) manage digital content on the Ministry's web sites using a Ministry approved workflow;
- (e) manage the Information Architecture (IA) for the Ministry's web presence, including:
  - (i) maintaining an inventory of web pages and web page owners,
  - (ii) managing the organization of the structure of , and navigation throughout, the Ministry's web presence, and
  - (iii) making recommendations regarding changes to the IA, including the incorporation of new web pages or content, that are based on best practices and consistent with the current Ministry and Province IAs;
- (f) apply best practices including user experience design; and
- (g) ensure compliance with government web development and deployment standards.

## **2.6. Incident Management**

The Service Provider will:

- (a) establish a single point of contact to coordinate all Incidents;
- (b) establish an Incident owner for all Incidents;
- (c) employ a consistent process model, as documented in the Operations Manual, for the management of the lifecycle of all unscheduled service interruptions or reductions in service quality related to the Service Provider's scope of responsibilities;
- (d) ensure that normal service operation is restored as quickly as possible and the business impact is minimized. This includes the Service Provider providing support, follow-thru, handoffs, reporting status, resolution to the satisfaction of the Ministry;

- (e) take the lead role to coordinate Incident resolutions with all other stakeholder groups, for Incidents related to applications and services within the scope of the Agreement;
- (f) conduct a post incident review upon the Province's request; and
- (g) implement a customer survey process to monitor and report on end user satisfaction in the management of Incidents.

## **2.7. Problem Management**

The Service Provider will:

- (a) follow a consistent process model, as documented in the Operations Manual, for the management of the lifecycle of all problems, from the investigation of the root cause of Incidents through to resolution;
- (b) employ a process model that is able to predict and proactively prevent Incidents from happening and minimize the impact of Incidents that cannot be prevented; and
- (c) record the results of any problem and its resolution in a knowledge management database to assist in the future resolution of similar problems.

## **2.8. Event Management**

The Service Provider will:

- (a) implement and maintain effective, predictive, and auditable monitoring of the status of all Applications, except where the Province has Approved the exemption of an Application from this requirement, including the measurement of availability, and any variances from normal service operation; and
- (b) apply continual service improvement to identify gaps in monitoring and to provide recommendations and solutions to the Province to address these gaps.

## **2.9. Access Management**

The Service Provider will:

- (a) assist the Province in the administration of the processes for managing user roles by granting users authorized by the Province the rights to utilize services, and at the same time preventing unauthorized access;
- (b) develop a user administration manual that documents responsibilities and processes to be followed by Service Provider resources who are involved in user access management activities and decisions, reviewed annually by a security analyst to ensure compliance with government and Ministry of Health policy requirements and standards;
- (c) carrying out user administration and support including password requests and resets, access provisioning, changes and removal as required with Application and process owners, as well as Mainframe Applications (including support for Government Data Security Administrator (GDSA) activities) and the tools that support these processes, including encryption key changes;
- (d) perform an annual user review and provide a report identifying all Province authorized users for all Applications for which the Service Provider has primary responsibility for access management;
- (e) support a review of Application and Mainframe audit logs and access lists to ensure no policy or security breaches;
- (f) proactively ensure no policy or security breaches occur by adhering to standards and processes defined in the Operations Manual and Approved by the Province, for granting and managing access to applications supported by the Service Provider; and
- (g) proactively monitor access management to ensure security standards are met.

### 3. Service Transition Services

#### 3.1. Change Management

The Service Provider will:

- (a) implement a change management process (the “**Change Management Process**”) that is rigorous, scalable, and efficient to accommodate the management of a range of Requests for Change, from minor emergency fixes to the introduction of a new Application or technology platform;
- (b) use standardized methods and processes to minimize the risk of disruptions in IT services;
- (c) work closely with the Province, and its other service delivery providers or both, on timely delivery within agreed timeframes;
- (d) plan and track the necessary changes to the Applications and Platforms;
- (e) provide accurate and timely Detailed Estimates for the work required to develop and deploy the changes, on request by the Province; and
- (f) implement a scalable but consistent process for conducting and documenting Post Implementation Reviews (PIR) of all changes, to determine if the change and its implementation project were successful, and identifies opportunities for improvement as well as knowledge transfer to Province staff.

#### 3.2. Asset and Configuration Management

The Service Provider will:

- (a) ensure that Province assets required to deliver Services are properly controlled, and that accurate and reliable information about those assets is available when and where it is needed. This information includes, but is not limited to, details of how the assets have been configured, the relationships between assets, information on software assets, SSL certificates management, maintenance, and licensing renewals;
- (b) ensure that all changes to service assets and configuration items will be authorized and controlled via the Change Management Process;
- (c) for all Applications, maintain within the CMDB a list of attributes Approved by the Province via the Operations Manual;
- (d) keep all Application information, including Platform, documentation and software versions current, within five business days of any change, and store this information using the CMDB;
- (e) provide the Province with self-service access to a menu of standard queries and reports that can be run in real-time against the CMDB; and
- (f) carry out no work on any Application until documentation is complete and up-to-date for all previous changes, unless authorized by the Province Contract Manager.

#### 3.3. Release and Deployment Management

The Service Provider will:

- (a) plan, schedule and control the secure deployment of releases into the Province’s production environment, and for delivering new functionality required by the business while protecting the integrity of existing services;
- (b) manage release plans for Applications that typically experience frequent changes, balancing the desire to minimize release costs, user involvement and service disruption with the need to accommodate priority business requirements;
- (c) implement tools to automate the deployment of software developed by the Service Provider, where applicable; and

- (d) control and manage source code for all Applications through a source code repository.

### **3.4. Service Validation and Testing**

The Service Provider will:

- (a) create and maintain a quality management plan for Base Services (the “**Quality Management Plan**”) to ensure that each type of deliverable is thoroughly reviewed or tested before being submitted to the Province for approval;
- (b) establish a dedicated Quality Manager to ensure that established quality processes documented in the Quality Management Plan are applied and monitored;
- (c) implement a process for the validation and testing of a new or changed IT service, ensuring that the IT services match their design specifications and satisfy business requirements. This will include formal Post Implementation Reviews (PIRs), where mutually agreed to;
- (d) develop Quality Assurance (QA) procedures and improvements, and undertake them for all work that the Service Provider performs, that include:
  - (i) transparent, consistent processes related to testing that demonstrate the traceability of business requirements, roles and responsibilities for progressing through testing stages, and
  - (ii) conducting internal quality reviews prior to delivery to the Province, including quality checks by expert resources, such as a Senior Enterprise and Security Architects, as applicable;
- (e) perform Application testing of minor Application changes required as a result of other technical environment changes due to hardware and software patches, updates or changes, such as:
  - (i) regular annual maintenance and patch releases for third-party software such as Oracle,
  - (ii) ongoing server hardware or server operating system changes, upgrades, or replacement as required and managed by SSBC, and
  - (iii) other software updates required to ensure stable and robust Application performance.

## **4. Service Design**

### **4.1. Customer Satisfaction**

The Service Provider will:

- (a) conduct up to four (4) client satisfaction surveys every quarter, as agreed to by the Province, targeting Ministry of Health management. The 4 surveys will be mutually selected by the Service Provider Relationship Manager and the Province Contract Manager;
- (b) present to the Joint Management Committee, an action plan to address any defects raised during the client satisfaction surveys, the status of outstanding action items, and client satisfaction survey trends;
- (c) conduct end-user satisfaction surveys, monthly unless otherwise agreed to by the Province, who have opened Incidents, estimate requests, or service requests; and
- (d) present to the Joint Operations Committee, the results of the end-user satisfaction surveys, the status of outstanding action items, and client satisfaction survey trends.

### **4.2. Capacity Management**

The Service Provider will:

- (a) carry out proactive forecasting of Application throughput, transaction volumes, data load frequencies and size and develop plans for meeting changing requirements within the Annual Operating Plan; and

- (b) track service patterns (Incidents, Service Requests, etc.) for trends and manage capacity in an optimal manner to respond to Province needs.

#### **4.3. IT Service Continuity Management**

The Service Provider will:

- (a) support the Province's business continuity management through provincial and Ministry of Health Business Continuity Plans and Disaster Recovery Plans (BCP/DRP). The Service Provider will take the lead for the Ministry of Health in OCIO DRP drills. The Service Provider will:
  - (i) provide support services that meet the Province's Recovery Time (RTO) and Recovery Point Objectives (RPO), within Service Provider's control,
  - (ii) contribute its expertise to the Province's BCP/DRP planning as it relates to its responsibilities for managing the Services,
  - (iii) participate in the government's annual mainframe IT recovery exercises (ITRE), coordinating Service Provider activities with relevant ITRE stakeholders, and
  - (iv) maintain existing DRPs for each Application and system, and review Application DRPs on an annual basis for accuracy and completeness;
- (b) manage any risks that could seriously affect its provision of Services. The Service Provider is expected to ensure that it can always provide minimum agreed to Service Levels, by reducing the risk to an acceptable level and planning for the recovery of its services. The Service Provider will:
  - (i) submit a BCP/DRP for any worksite from which it provides Services to the Province. The initial plan shall be Approved by the Province before the Handover Date, and then be kept up-to-date by the Service Provider and re-submitted for Province Approval on an annual basis and as-requested basis, and
  - (ii) exercise its worksite BCP/DRPs annually to ensure that the Service Provider can readily recover from a disaster and continue to provide the Province with all critical services.

#### **4.4. Information Security Management**

The Service Provider will:

- (a) comply with the Province's information Incident management process in the event of any information security or privacy Incident;
- (b) develop and maintain an Incident response plan for managing all information privacy and security Incidents, reviewed with and approved by the Ministry of Health's Information Security Officer on an annual basis;
- (c) establish a critical incident response team organized and equipped 24x7 to execute the incident response plan;
- (d) record, track, manage, close and report on information security Incidents using a service management tool acceptable to the Province; and
- (e) take the lead role in coordinating security Incident resolutions with all other stakeholder groups, as requested.

#### **5. Service Reporting**

The Service Provider will:

- (a) provide regular standard reports to the Province for all services, in a format initially approved by the Province in connection with the Transition Services. The Service Provider will make changes to standard reports, over time, at the request of the Province at no additional cost to the Province;
- (b) obtain from the Province confirmation of standard report formats prior to the Handover Date;

- (c) document in the Operations Manual the reporting processes, and any mutually agreed changes to standard reports;
- (d) provide tools, training, and access to reporting data to allow Province staff to create ad hoc reports; and
- (e) provide standard reports addressing the following information requirements:

Information	Frequency
Summary of overall condition of Services for period, including: <ul style="list-style-type: none"> <li>• accomplishments,</li> <li>• work in progress,</li> <li>• future work/planned activities,</li> <li>• service trends,</li> <li>• issues,</li> <li>• risks and risk mitigation strategies</li> <li>• number of tickets opened/closed</li> </ul>	monthly
Base services delivered, encompassing all effort for period, including: <ul style="list-style-type: none"> <li>• Incidents</li> <li>• patches</li> <li>• upgrades</li> <li>• other minor technology changes</li> <li>• dba services</li> <li>• architecture services</li> <li>• web services</li> <li>• planning activities</li> <li>• other related activities</li> </ul>	monthly
Web services activities, by category, and basic usage trends, including consumption of capacity hours for fiscal year	monthly
Summary of Incidents, including: <ul style="list-style-type: none"> <li>• Incidents</li> <li>• Notifications/communications</li> <li>• response times</li> <li>• resolutions</li> </ul>	monthly
Summary of single point of contact (dispatcher) interactions	monthly
By Application: <ul style="list-style-type: none"> <li>• indication of overall application health</li> <li>• Base hours of effort and support costs, by activity, by resource role, for reporting period</li> <li>• Number of Incidents, by Incident type, for reporting period</li> <li>• On-Demand Service hours of effort and costs, by activity, by resource role, for reporting period</li> <li>• 12 month trend, by month, of application health, base hours effort, support costs, number of Incidents, number of users and On-Demand Service hours and costs</li> </ul>	monthly
Software/Licenses: <ul style="list-style-type: none"> <li>• Service Provider tools used to support Service delivery</li> </ul>	quarterly



Information	Frequency
<ul style="list-style-type: none"> <li>Software/licenses supporting inventory of Applications, including versions, with a summary of changes during period and changes planned over next period</li> </ul>	
<b>Hosting</b> <ul style="list-style-type: none"> <li>summary of servers used in support of services</li> <li>server and mainframe capacity forecasts and recommendations</li> <li>inventory of data sets resident within Databases maintained by the Service Provider, highlighting changes over period</li> <li>summary of changes over period and planned changes for next period~</li> </ul>	quarterly
<b>Service Level information, including:</b> <ul style="list-style-type: none"> <li>dashboard summary of Service Level Failures over a 12 month period, including the application of Service Level Credits by the Province and Service Level Failure Exemptions by the Service Provider</li> <li>details related to each Service Level Failure, including a review of the root cause of the Failure, actions taken to address the failure, and planned actions to reduce the risk of a reoccurrence of the failure</li> </ul>	monthly
<b>Annual Operating Plan Status</b> <ul style="list-style-type: none"> <li>summary of overall status against plan</li> <li>summary of activities completed versus planned for period</li> <li>summary of activities planned for next period</li> </ul>	monthly
<b>Billing</b> <ul style="list-style-type: none"> <li>detailed information for all Base Services and On-Demand Services as required to support period billing, as required by the Province</li> </ul>	monthly
Portfolio level reporting against assigned On-Demand Services.	monthly
Ad hoc information	as requested

## 6. Documentation

The Service Provider will:

- (a) manage all services-related documentation creation and maintenance, using industry best practices and leading edge support software for both knowledge/content management and Application lifecycle management, for information including but not limited to:
  - (i) Operations Manual, including processes and procedures,
  - (ii) Annual Contract Checklists,
  - (iii) Annual Operating Plan,
  - (iv) systems documentation, including:
    - a. configurations,
    - b. Disaster Recover Plans,
    - c. business, technical and operation requirements,
    - d. designs,
    - e. feasibility studies,
    - f. source codes, and
    - g. systems and data architecture, including technical diagrams,
  - (v) Application and infrastructure inventories,

- (vi) comprehensive documentation in support of each service and Service Level,
- (vii) projects, and
- (viii) employee training manual, especially related to privacy and security training;
- (b) store all in-scope documentation on all products (e.g. Applications) and Services the Service Provider supports, in common online libraries, which will be accessible to the Province.

## 7. Portfolio Planning

The Service Provider will:

- (a) support and improve the management of its Applications over time by creating and maintaining portfolio lifecycle planning documents as part of the Province's strategic and operational planning, as well as participating in regular integrated planning and reviews with the Province and its other strategic vendors.

### 7.2. **Annual Operating Plan**

The Service Provider will:

- (a) prepare and provide to the Province an annual operating and technology plan (the "**Annual Operating Plan**") which shall be a planning document, consisting of the following (unless the Service Provider and the Province mutually agree otherwise through the Change Process):
  - (i) a summary of the financial and operational changes over the previous year,
  - (ii) an updated representation of the Service Provider's organization and Key Personnel for providing the Services for the following year,
  - (iii) strategies intended to assist in realizing the Province's business and technological goals and objectives relevant to the Services,
  - (iv) identify transformation opportunities related to technology, process and data,
  - (v) recommendations for changes to how Base Services are delivered with a goal of reducing the Base Services Fee,
  - (vi) an analysis of the operations by the Service Provider with recommendations for changes to reduce costs, improve efficiencies and improve the end-user satisfaction of the Province and stakeholders,
  - (vii) a description of any planned changes to the Services for the following year, to the extent known, and a description of any proposed material changes in the way the Service Provider wishes to provide the services,
  - (viii) a review and analysis of the systems and resources used by the Service Provider to provide the Services,
  - (ix) a review and analysis of the inventory of Applications supported under the Agreement and associated plans for the following fiscal year, including transformation opportunities,
  - (x) a review and analysis of projects performed over the previous year and a summary of recommended future projects,
  - (xi) a review and analysis, including recommendations, related to the technical environments supporting the delivery of Services, including but not limited to:
    - a. identification of required technical upgrades to, at a minimum, assist the Province to avoid losing vendor support and costly last-minute efforts to upgrade, including any that address relevant OCIO and SSBC software release policies,
    - b. availability of new Application releases,
    - c. software tool version updates,

- d. expected changes to server operating systems,
- e. notification of product end-of-life announcements by vendors and capacity limits projections; planned vendor application releases and updates,
- f. technology end of life announcements,
- g. anticipated changes to the server and network hosting environments in Application roadmaps, as a stand-alone document, an updated version of the multi-year technical roadmap(s) across the portfolio,
- (xii) a statement of assurance from the Service Provider that the Service Provider is compliant with the ISO 9001 standard,
- (xiii) the annual audit plan for the following year, and
- (xiv) a budget forecast setting out the estimated monthly fees and costs, a pro-forma budget for any major projects, as well as any proposed capital expenditures to be made by the Service Provider in connection with the Services;
- (b) develop, prepare and provide a proposed Annual Operating Plan no later than 90 days prior to the commencement of the Province's fiscal year (April through March);
- (c) be advised by the Province, within 45 days following receipt of the proposed annual Operating Plan, as to whether the Province approves such Operating Plan or will discuss with the Service Provider any modifications or additions;
- (d) the Service Provider shall provide a revised plan incorporating such agreed upon changes within 30 days following the receipt of the Province's advice;
- (e) implement any changes contemplated under an Annual Operating Plan in accordance with the Change Process; and
- (f) provide the first Annual Operating Plan no later than 90 days prior to the commencement of the Province's fiscal year 2016/17.

### **7.3. Other Planning**

The Service Provider will:

- (a) participate in all governance processes relevant to the Services;
- (b) participate in the Province's annual planning cycle, based on the BC Government's fiscal year from April 1 to March 31, to identify priority drivers and activities for Base Services, as well as all known and funded On-Demand Services; and
- (c) develop, for Approval by the Province, a multi-year technical roadmap for longer-term needs that:
  - (i) includes Application roadmaps for each Application,
  - (ii) is updated annually and informs the Annual Operating Plan,
  - (iii) is based on best practices for Application lifecycle management and the specific requirements of the Province's Application portfolio overall, as well as for each Application,
  - (iv) reflects the Service Provider's recommendations on adoption of technology and service trends that could benefit the Province,
  - (v) includes, high-level problem analysis, planning, solution recommendations, cost benefit analysis and Order of Magnitude Estimates,
  - (vi) provides sufficient detail and rationale for the Province to evaluate the feasibility and value of the proposed work, including options to achieving the outcome and meeting the Province's business requirements, and
  - (vii) includes the identification of opportunities for transformational change;

- (d) support the development of Province business cases and related documentation, including providing proactive recommendations. For example, for decommissioning legacy technology, databases, servers, and systems (e.g. Mainframe solutions) and replacing them with more cost effective and sustainable solutions, without waiting for technology to fail in order to upgrade the status of the change to critical; and
- (e) provide advisory services to the Province related to Applications and potential future Applications and services, which may or may not result in potential future On-Demand Services.

## **8. Business Intelligence and Analytics Tools**

The Service Provider will:

- (a) provide support for third party business intelligence and analytics tools defined as supported Applications;
- (b) provide operational support services for the business intelligence and analytics tools deployed on the Province's Servers, not including any Applications, reports or other products developed using the tools, except as specifically identified as an Application, including:
  - (i) monitor application health,
  - (ii) log management,
  - (iii) Incident triage and resolution, and escalation to third party vendor as appropriate,
  - (iv) assist Province resources to troubleshoot Incidents,
  - (v) assist and provide recommendations for software and hardware procurement when requested,
  - (vi) test application health following server related patching and upgrades,
  - (vii) analyze any data environments implemented within a tool and, using industry best practices, make annual recommendations regarding enhancements, changes, and optimization,
  - (viii) provide an annual listing of report usage and utilization, users and their permissions and access,
  - (ix) migrate MicroStrategy objects between pre-prod and production environments as requested.

## **9. Legislation, Privacy and Security Services**

### **9.1. Legislation, Privacy and Security**

The Service Provider will:

- (a) comply with all applicable law and legislation and the Province's (including the Ministry of Health's) policies and standards.
- (b) be subject to the laws of British Columbia;
- (c) remain up to date on Ministry of Health and OCIO information management and information technology management policies, standards, and guidelines and support the Province in maintaining compliance;
- (d) assist the Province in mitigating privacy and security breaches; and
- (e) assist the Province in preparing or updating Privacy Impact Assessments (PIA), Security Threat and Risk Assessments (STRA), Security/Privacy Audits and other assessments as requested, by:
  - (i) providing information or documentation where it exists, such as data flows, process, architectural, network diagrams, system configurations and process information.

### **9.2. Privacy Protection Management**

The Service Provider will:

- (a) provide privacy protection management for the Applications and related environments, including the locally available services of a specialist with expertise in federal and BC's privacy legislation (such as FOIPPA and PIPA) and policies; and
- (b) work closely with the Province and its service providers to ensure that all privacy protection conditions are met. This will pertain to any information related to the provision of Services within this Agreement, including personal information shared between the Ministry of Health, Health Authorities, physicians and other health providers.

### 9.3. Security Management

The Service Provider will:

- (a) provide Security Management for the Applications and related environments, including the locally available services, as required, of:
  - (i) a qualified security architect, and
  - (ii) a specialist with expertise in federal and BC's security and policies and applicable industry recognized Information Security Standards (such as ISO/IEC 27001:2013, ISO/IEC 27002:2013, and ISO 27799:2008);
- (b) ensure that worksites and remote access points are secure;
- (c) provide security monitoring services, including:
  - (i) monitor the security of the Application environments, including logging and reporting the activities of all the Service Provider's service workers in relation to their access to Sensitive Information, and
  - (ii) support the Province to meet its legislated and policy requirements to monitor access and use of the IM/IT systems included in the Agreement;
- (d) provide security related maintenance, including:
  - (i) provide, maintain and support the Province's software and subsequent updates, upgrades, and bug fixes such that the software is, and remains secure from vulnerabilities,
  - (ii) establish a defined and documented strategy, as well qualified personnel, to implement Application and Platform security patching. The Service Provider will provide expertise to identify when a security patch is available and perform a risk analysis and make a recommendation to the Province for scheduling security patches,
  - (iii) implement security related maintenance activities up to a maximum effort of three (3) days per maintenance activity, and
  - (iv) without limiting any other requirements of this Agreement, preserve the confidentiality, integrity and accessibility of the Province's data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that the Service Provider then applies to its own processing environment. Maintenance of a secure processing environment includes the timely application of patches, fixes and updates to operating systems and applications as provided by the Service Provider or open source support;
- (e) provide Information Incident/Breach Notification. The Service Provider will support the Province in complying with the Government of BC Information Incident Management Process. In the event of a breach of any of the Service Provider's security obligations, or if the Service Provider otherwise becomes aware of any privacy and security breach, the Service Provider will:
  - (i) notify the Ministry Information Security Officer (MISO) and Province Contract Manager by telephone and e-mail of such an event in a timely manner and no later than within one business day of discovery, and

- (ii) create and maintain detailed records logging any changes it makes to the Service operation processes in response;
- (f) ensure compliance with:
  - (i) all applicable legislative and regulatory requirements (current and future) for the protection of personal information in British Columbia, including FOIPPA, which requires that storage of and access to personal information be inside of Canada,
  - (ii) this Agreement, including the Privacy Protection Schedule,
  - (iii) applicable industry recognized information security standards such as ISO/IEC 27001:2013, ISO/IEC 27002:2013, and ISO 27799:2008,
  - (iv) the Province's Core Policy and Procedures Manual including Chapter 12 (Information Management and Information Technology Management), Chapter 13 (Financial Systems and Controls), Chapter 15 (Security),
  - (v) the Province's Information Security Policy,
  - (vi) the Province's FOIPPA Policy and Procedures Manual, and
  - (vii) applicable Government of BC standards such as:
    - a. IT Asset Disposal Standard,
    - b. Security Standards for Application and Web Development and Deployment,
    - c. Government Data Centre Secure Zones standard, and
    - d. Cryptographic Standards for Information Protection, and the IM/IT Standards Manual;
- (g) implement continuous improvement including security hardening of Application environments through internal testing, reporting and remediation as authorized by the Province;
- (h) assist the Province by assessing and recommending mitigations as related to Province initiated vulnerability scans, including providing staff trained in analyzing results of vulnerability assessment scanning and making recommendations to the Province for remediation.

## SCHEDULE B – PART 2

### APPENDIX 2-1

#### In-Scope Ministry Applications (Applications covered under Base Services)

	Acronym	Application Name	Priority	Standard Hours of Support
1	ADTI	Alzheimer's Drug Therapy Initiative (Database support only)	3	Business Hours
2	ALR	Assisted Living Registrar	2	Business Hours
3	APPCMS	Alternative Payments Program Claims Management System	3	Business Hours
4	BNFL	Brand Name Food List	2	Business Hours
5	CAM	Computer Assets Manager	1	Business Hours
6	CAMWEB	CAM Web Reports	2	Business Hours
7	CARS	Computer Asset Reporting System	2	Business Hours
8	CDMYUKON	CDM Toolkit - Yukon	2	Business Hours
9	CERTS	CeRTS & CeRTS ADMIN	3	Business Hours
10	CHARTWEB	ChartWeb	2	Business Hours
11	CPIM	Client Patient Information Management	2	Business Hours
12	CCIMS	Continuing Care Information Management System	2	Business Hours
13	DSAM	Data Stewardship and Access Management	2	Business Hours
14	EMAAHR	EMA Ad-hoc reporting	2	Business Hours
15	EMAED	EMA Evaluation Database	2	Business Hours
16	EMACCS	Emergency Medical Assistant Continuing Competence System	2	Business Hours
17	EMARS	Emergency Medical Assistants Registration System	2	Business Hours
18	ETEM	E-Team	2	24x7x365
19	FMDB	Formulary Management Database	2	Business Hours
20	FMR	Financial Management Reporting	2	Business Hours
21	FSG	Fact Sheet Generator	2	Business Hours
22	FTE	Full-Time Equivalent Reporting	2	Business Hours
23	GENESIS	Genesis	2	Business Hours
24	GIS	Guaranteed Income Support	2	Business Hours
25	HAMIS	Health Authority Management Information System	2	Business Hours
26	HAPR	Health Authority Physicians Reimbursement	2	Business Hours
27	HARS	Health Authority Rate System	2	Business Hours
28	HNWEB	HealthNet Web	1	24x7x365
29	MOHESB	Ministry Enterprise Service Bus	1	24x7x365
30	HOOPC2	Hospital out of province claims	2	Business Hours
31	HSCIS	HSCIS & HSCIS Web Data Entry	2	Business Hours
32	HSCISHNFILE	HSCIS HNFile Uploads	2	Business Hours
33	LANFAX	LanFAX	1	24x7x365

	Acronym	Application Name	Priority	Standard Hours of Support
34	MHR	Mental Health Review	2	Business Hours
35	MID	Medical Imaging Wait Times Database	2	Business Hours
36	OASIS	OASIS	2	Business Hours
37	PAE	Payment Authority Engine	2	Business Hours
38	PCBL	PharmaCare Benefits Lookup	2	Business Hours
39	PACL	PharmaCare Audit Confirmation Letters	2	Business Hours
40	PPIPF	Practitioner Profile Interim Print Facility	2	Business Hours
41	SELECTSURVEY	Select Survey	2	Business Hours
42	STATSMaster	Statsmaster	2	Business Hours
43	SWT	Surgery Wait Time Website	2	Business Hours
44	TAP	Travel Assistance Program	2	Business Hours
45	TLDT	Tobacco Litigation Document Tracking	2	Business Hours
46	TOAST	The Oracle Account Servicing Tool	2	Business Hours
47	TPL	Third Party Liability (Siebel)	2	Business Hours
48	VEGAS	Verification Group Audit System	2	Business Hours
49	WILLS	Wills Registry	2	Business Hours
<b>Registry Operations</b>				
50	CRS	Client Registry System	1	24x7x365
51	DSR	Delivery Site registry	2	Business Hours
52	HCIM	HealthCare Identity Management (EMPI)	1	24x7x365
53	HCIMWEBAPP	HCIM WEBAPP	1	24x7x367
54	NHR	New Health Registry	2	Business Hours
55	PRS	Provider Registry System and and	1	24x7x365
56	PRSXFER	PRS File Transfer Facility	2	Business Hours
<b>HealthNet Infrastructure</b>				
The support of servers, mid-tier services and database services related to the HealthNet Infrastructure is a shared responsibility between the Service Provider and the Province (SSBC ).				
57	HNADMIN	HealthNet Administration	1	24x7x365
58	HNADMINLDAP	HealthNet Admin - LDAP	1	24x7x365
59	HNCLIENT	HNClient - Can be used as a gateway from a secure, private, un-encrypted network to HNSecure	1	24x7x365
60	HNFILE	HNFile subprojects (incl IPFAPI, MH-MRR)	1	24x7x365
61	HNFILESFDS	HNFile SFDS	1	24x7x365
62	JMB	HNI JMB	1	24x7x365
63	HNRCONV	HNI/NHRCONV - trickle feed to rdbms	1	24x7x365
64	HNRNHRMD	HNI/NHRMD SOCKC ACLMD supports NHRCONV	1	24x7x365
65	HNSECURE	HNSecure - HNGUARD and HNGATE	1	24x7x365
<b>Web</b>				
66	MOHWEB	Ministry Web Presence (not including HealthLinkBC)	2	Business Hours
67	HEALTHLINKBC	HealthLinkBC Website	1	Business Hours
<b>BC Ambulance Service Applications</b>				



	Acronym	Application Name	Priority	Standard Hours of Support
68	ABIS	Ambulance Billing Information System	2	24 x 5 x 52
69	ABOT	Ambulance Billing Other Transactions	2	Business Hours
70	BCASMIS	BCAS Management Information System	2	Business Hours
71	PCDES	Mainframe Data Entry System	2	Business Hours
72	MFDES	MF/DES Data entry system	2	Business Hours
<b>Business Intelligence &amp; Analytics Tools</b>				
73	MSTR	MicroStrategy Support Services	2	Business Hours
	SAS	Following modules:		
74	SASBI	SAS BI Server	2	Business Hours
75	SASEG	SAS Enterprise Guide	2	Business Hours
76	SASEM	SAS Enterprise Miner	2	Business Hours
77	SASSS	SAS Simulation Studio	2	Business Hours
78	SASSecure	SAS Secure	2	Business Hours
<b>Operational Support Tools</b>				
79	AWSTATS	AWSTATS	3	Business Hours
80	CMDB	CMDBuild	3	Business Hours
81	DATANOMICS	Datanomics	2	Business Hours
82	HARVEST	Harvest	3	Business Hours
83	HYPERIC	Hyperic	2	Business Hours
84	INFOSPHERE WORKBENCH	IBM Initiate (infosphere) Workbench	1	24x7x365
85	HPALM	Mercury Quality Center	2	Business Hours
86	OEM	Oracle Enterprise Manager	3	Business Hours
87	SVN	Subversion	3	Business Hours
88	WHATSUPGOLD	WhatsUpGold	1	24x7x365

### Priority Definitions

Application Priority	Description
Priority 1	These Application functions are critical to a Ministry business area or the Ministry's reputation. Extended failure will impact the delivery of Ministry services or damage the Ministry reputation.
Priority 2	These Application functions are important to Ministry business, but are not critical to the delivery of Ministry services or the Ministry's reputation.
Priority 3	These Applications support Ministry business processes but are not essential the delivery of Ministry services.

## SCHEDULE B – PART 2

### APPENDIX 2-2

#### In-Scope Ministry Servers (current as of Effective Date)

	Server	Operating System	Environment	Server Type
1	Abacus	Sol	Prod	
2	Adobo	Sol	Prod	DB
3	Albemarle	Win	Staging	APP
4	Allspice	Sol	Prod	APP
5	Anaheim	Sol	Prod	Web
6	Anake	Sol/Container	Prod	Web
7	Ancho	Sol	Prod	DB
8	Anfield	Sol/Container	Test	APP
9	Anise	Sol/Container	Prod	APP
10	Arcee	Win/VMWare	Dev	DB
11	Articuno	Win	Prod	APP
12	Asmodeus	Win/VMWare	Prod	APP
13	Athinon	Sol	Staging	APP/DB
14	Banting.dmz	Sol/Container	Prod	Web
15	Barfish	Win/VMWare	Prod	APP
16	Belial	Win/VMWare	Prod	APP
17	Berwick	RHEL6	Staging	APP
18	Bescot1	Win	Staging	App
19	Bescot2	Win	Staging	App
20	Bescot3	Win	Staging	App
21	Bethune.dmz	Sol/Container	Staging	Web
22	Bianca	Win/VMWare	Dev	Web
23	Bloomfield	Win/VMWare	Test	APP
24	Blowfish	Win/VMWare	Prod	APP/Web
25	Boleyn1	Win	Prod	App
26	Boleyn2	Win	Prod	App
27	Boleyn3	Win	Prod	App
28	Brasilia	Sol	Dev	DB
29	Brittania	Win/VMWare	Test	DB
30	Brogue	AIX	Prod	
31	Brussels	Sol	Dev	APP
32	Burford	Win	Prod	DB
33	Campion	Win/VMWare	Test	APP/DB
34	Canvas	AIX	Dev	Web
35	Carpo	Sol/Container	Test	Web
36	Catalog	Win/VMWare	Prod	APP/DB
37	Cinnamon	Sol	Dev	APP
38	Clove	Sol	Test	APP
39	Defiance	Win	Test	APP/DB
40	Delphi	Sol	Prod	
41	Dinero	Win/VMWare	Dev	APP/Web
42	Ditto	Win	Test	DB

	Server	Operating System	Environment	Server Type
43	Dogfish	Win/VMWare	Prod	APP/Web
44	Doric	Sol/Container	Dev	
45	Duty	Win/VMWare	Prod	APP
46	Electron	Sol	Test	APP
47	Entasis	Sol	Dev	
48	Ewood	Win/VMWare	Test	APP
49	Fermion	Sol	Staging	APP
50	Flip	Linux	Dev	Web
51	Flop	Linux	Dev	Web
52	Gingras.dmz	Sol/Container	Test	Web
53	Goodison	Win/VMWare	Test	App
54	Grafton	Win/VMWare	Staging	App
55	Habanero	Sol	Test	DB
56	Hackney	Win/VMWare	Dev	APP/Web
57	Harwich	RHEL 6	Test	APP
58	Heels	AIX	Prod	
59	Helverson	Win/VMWare	Dev	APP
60	Highbury	Sol	Test	DB
61	Hltcdb01	Linux	Prod	Exadata
62	Hltcdb02	Linux	Prod	Exadata
63	Hltkdb01	Linux	Prod	Exadata
64	Hltkdb02	Linux	Prod	Exadata
65	Humidity	Win/VMWare	Test	APP/Web
66	Ibrox1	Sol	Prod	App
67	Ibrox2	Sol	Prod	App
68	Ibrox3	Sol	Prod	App
69	Invesco1	Sol	Staging	App
70	Invesco2	Sol	Staging	App
71	Invesco3	Sol	Staging	App
72	Ionic	Sol/Container	Prod	
73	Jalapeno	Sol	Dev	DB
74	Kari	Sol/Container	Prod	DB
75	Lilith	Win/VMWare	Dev/Test	APP
76	Lobster	Win/VMWare	Prod	APP/Web
77	Loftusroad	Win/VMWare	Test	DB
78	Lookout	Win/VMWare	Prod	APP
79	Luigi	Win/VMWare	Prod	APP/Web
80	Malmo	Win/VMWare	Prod	App
81	Mario	Win/VMWare	Prod	APP/DB
82	Medea	Win	Prod	APP/Web
83	Melfort	Win/VMware	Prod	APP
84	Metope	Sol	Dev	
85	Mew	Win	Prod	APP
86	Mighty	Sol	Prod	DB
87	Mighty-z1	Sol/Container	Prod	DB
88	Mighty-z2	Sol/Container	Prod	DB
89	Mint	Sol	Staging	APP

	Server	Operating System	Environment	Server Type
90	Miranda	Win/VMWare	Test	Web
91	Moccasin	AIX	Prod	
92	Moloch	Win/VMWare	Dev/Test	APP
93	Moltres	Win	Dev/Test	APP
94	Mukluk	AIX	Prod	
95	Mules	AIX	Test	Web
96	Naiad	Sol/Container	Prod	Web
97	Neptune	Sol/Container	Prod	APP
98	Neso	Sol/Container	Dev	Web
99	Neutrino	Sol	Prod	APP
100	Norfolk	Win	Prod	App
101	Oberon	Win/VMWare	Prod	Web
102	Ossory	RHEL 6	Dev/Test	
103	Para	Win	Prod	APP/Web
104	Parken1.dmz	Win/VMWare	Staging	Web
105	Parken2.dmz	Win/VMWare	Staging	Web
106	Penfield.dmz	Sol/Container	Dev	Web
107	Pleasantdale	Win/VMware	Dev/Test	APP
108	Portman1	Win	Prod	Web
109	Portman2	Win	Prod	Web
110	Poseidon	Sol	Prod	APP
111	Prospero	Sol/Container	Prod	Web
112	Protea	W2K8 R2	Prod	
113	Puck	Sol/Container	Prod	Web
114	Pumps	AIX	Prod	
115	Rocoto	Sol	Prod	Web
116	Rome	Win/VMWare	Dev	App
117	Sandal	AIX	Test	DB
118	Seacon1	Win	Prod	DB
119	Seacon2	Win	Prod	DB
120	Seacon3	Win	Prod	DB
121	Selhurst1	Win	Staging	DB
122	Selhurst2	Win	Staging	DB
123	Selhurst3	Win	Staging	DB
124	Serrano	Sol	Prod	DB
125	Setebos	Sol/Container	Test	Web
126	Shrimp	Win/VMWare	Prod	APP/Web
127	Skadi	Sol/Container	Dev	Web
128	Sneaker	AIX	DEV	DB
129	Steeltoe	AIX	Prod	
130	Stowe.dmz	Sol/Container	Prod	Web
131	Sycorax	Sol/Container	Prod	Web
132	Tarvos	Sol/Container	Test	Web
133	Teasdale.dmz	Sol/Container	Test	Web
134	Telesto	Sol/Container	Test	Web
135	Tender	Win/VMWare	Test	APP/Web
136	Thalassa	Sol/Container	Dev	Web

	Server	Operating System	Environment	Server Type
137	Thedell	Win/VMWare	Test	App
138	Theia	Sol/Container	Dev/Test	Web
139	Titania	Win/VMWare	Prod	Web
140	Tower	Win/VMWare	Prod	APP
141	Turfmoor	Win/VMWare	Test	App
142	Twin	Win/VMWare	Dev/Test	APP
143	Valor	Win/VMWare	Prod	APP
144	Vanguard	Win	Staging	App
145	Veracruz	Sol	Prod	DB
146	Vicarage	Win/VMWare	Test	App
147	Villapark	Win/VMWare	Test	DB
148	Volute	Sol	Prod	
149	VSWORLD	Sol	Prod	Web
150	Wembley	Win/VMWare	Test	Web
151	Weyburn	Win/VMWare	Dev	App
152	Whitehart	Win/VMWare	Test	App
153	Wilder.dmz	Sol/Container	Staging	Web
154	Wynyard	Win/VMWare	Dev	DB
155	Yorkton	Win/Vmware	Dev	Web
156	Yoshi	Win/VMWare	Prod	APP/Web
157	Zapdos	Win	Prod	APP

## SCHEDULE B – PART 3

### ON-DEMAND SERVICES

#### Overview of Part 3

This Part 3 of Schedule B describes the services, functions, tasks and requirements comprising the On-Demand Services.

#### On-Demand Services:

- will be assigned to the Service Provider, on an “if, as, and when requested” basis, at the sole discretion of the Province, via Statements of Work as defined in the Change Process,
- may include Application Development, Application Enhancement, Adaptive Maintenance, Perfective Maintenance, the retiring of Applications and other IT services,
- may range from minor changes/enhancements of existing Applications to major new Application development projects, and
- may be time and materials or fixed price based.

#### Minor changes/enhancements or services:

- will typically require an effort of hours or days to complete,
- may or may not require a Detailed Estimate, as mutually agreed by the Service Provider and the Province, and
- may be grouped within one or more Statements of Work, as mutually agreed by the Service Provider and the Province.

#### Major Projects:

- will typically require an effort of months or years to complete,
- may originate via the Portfolio Planning services component of Base Services or as initiated by the Province,
- will typically begin with a Province request for a Detailed Estimate from the Service Provider,
- will require at least one Statement of Work for each project, and
- may be divided into multiple project phases, with Order of Magnitude Estimates applying to the entire project and Detailed Estimates being prepared for each phase.

#### Other On-Demand Services:

The Province may request additional expert services from the Service Provider, such as assisting the Province with:

- building Province data analytics and business intelligence capability and capacity;
- filling a short-term need for project specialists in, for example:
  - project management,
  - business analysis,
  - architecture and infrastructure solutions expertise, including supporting the delivery of a solution design for a new solution or major enhancement, minimum documentation requirements, TOGAF, etc., and
  - web design, development and user experience (beyond basic knowledge required for Base Services), including information architecture development, heuristic evaluation, stakeholder and end user research, content development, wireframe and prototype development;
- specialized services, such as:
  - extended security monitoring of the Province’s Application environment through a managed 24/7 security operations centre service that leverages a security information and event management solution, and

- trained personnel capable of interpreting and reporting on events that are of interest to the Province and to assist the Province in developing the rules for identifying events that are important to meet business, legislative, and policy compliance requirements;
- Other IT services as required.

### **Service Levels applicable to On-Demand Services**

The Service Provider will perform the On-Demand Services throughout the Term to a standard and level of performance which is required in order for the Service Provider to meet or exceed the Service Levels applicable to those On-Demand Services. For greater certainty, the provisions of Part 4 to Schedule B provide only partial compensation for the damage that may be suffered by the Province as a result of the Service Provider's failure to meet any Service Levels in respect of the On-Demand Services. Accordingly, payment or application of any Financial Penalties in relation to On-Demand Services is without prejudice to any entitlement that the Province may have to damages or other remedies under this Agreement, at law or in equity, including injunctive relief (to the extent available).

### **On-Demand Services**

#### **1. General**

The Service Provider will:

- (a) leverage its best practices for IT Service Management, to be established as part of Base Services, in order to provide On-Demand Services as appropriate;
- (b) employ industry best practices and recognized standards in areas including but not limited to project management, business analysis, systems development, enterprise architecture, quality assurance, enterprise architecture and change management in the delivery of On-Demand Services;
- (c) comply with all Province standards for the creation of standard project deliverables, including but not limited to project management and software development lifecycle deliverables;
- (d) comply with all relevant government and Ministry of Health policies and standards relevant to assigned On-Demand Services;
- (e) leverage the Service Provider's corporate capacity where appropriate, such as when identifying:
  - (i) potential solution options, and
  - (ii) potential resources to staff On-Demand projects; and
- (f) work closely and collaboratively with the Province towards achieving the business objectives.

#### **2. Software Development**

The Service Provider will, except where expressly agreed otherwise by the Parties in the applicable Statement of Work:

- (a) establish a clear requirements traceability matrix for software development projects;
- (b) create or update all documentation, including for DRP, for the Application or system, based on the Province's standards and templates that will be provided to the Service Provider;
- (c) identify multiple, vendor agnostic, solutions for satisfying new Application requirements, considering:
  - (i) the range of existing technologies deployed across the Ministry of Health,
  - (ii) BC government, health sector, Canadian and global technology trends,
  - (iii) total cost of ownership, from solution development through solution retirement,
  - (iv) forecast future requirements, such as scalability, and
  - (v) other considerations as mutually identified for each On-Demand Service activity;

- (d) consult with the Province's privacy and security experts during the planning stages, and throughout project lifecycle as appropriate, for any enhancement or development project;
- (e) follow CGI's internal secure system development life cycle with defined security checkpoints and integrated vulnerability assessment methodologies, ensuring that security is embedded in every phase of the application and system development life cycle including maintenance and support;
- (f) provide expert advice that follows recognized best practices. For example, providing a senior solution architect to:
  - (i) work with the Province's enterprise architecture team to develop both high level architectures and specific solution architectures to meet the needs of the Province and the BC health sector,
  - (ii) help develop project plans, technical and testing requirements and conceptual design options, in order to meet business requirements and the Province's architectural standards and practices,
  - (iii) recommend modernization and technology refreshes, and
  - (iv) leverage The Open Group Architecture Framework (TOGAF), the structured methodology which has been adopted by the Province and Health Authorities.

## **2.1. Project Management and Delivery**

The Service Provider will, except where expressly agreed otherwise by the Parties in the applicable Statement of Work:

- (a) develop formal project plans in compliance with the Province's standards, with clear deliverables, activities, milestones, and schedule, as agreed upon by the Province;
- (b) manage to agreed-upon and documented budget, quality expectations, and timelines for project delivery;
- (c) provide active project management based on an industry-standard methodology (e.g. Project Management Body of Knowledge), provided by a project manager with the appropriate certifications (e.g. Project Management Professional), and the necessary skill level, authority, and experience for the complexity and scale of the work;
- (d) submit clear, detailed resourcing plans for projects, for approval by the Province, including the suitability of the specific personnel in terms of skill sets; technical expertise with experience and industry-recognized certifications to deliver the required services; and if applicable, business or domain knowledge;
- (e) provide the right resources that have been proposed by the Service Provider and approved by the Province as part of the estimating and planning process; and
- (f) proactively report the status to the Province, at scheduled intervals, based on duration of project, especially related to meeting target dates and budget, and comparing the actual effort to-date to the estimates.

## **2.2. Testing and Deliverable Quality**

The Service Provider will, except where expressly agreed otherwise by the Parties in the applicable Statement of Work:

- (a) create and maintain a Quality Management Plan for each On-Demand Service project to ensure that each type of deliverable is thoroughly reviewed or tested before being submitted to the Province for approval;
- (b) establish a deliverable compliance checklist for all major On-Demand Service deliverables;
- (c) develop quality assurance (QA) procedures and improvements, and undertake them for all work that the Service Provider performs, that include:



- (i) transparent, consistent processes related to testing that demonstrate the traceability of business requirements, roles and responsibilities for progressing through testing stages,
  - (ii) conducting a full spectrum of system testing (i.e. unit, integration, systems, regression, application vulnerability assessment scans), as applicable, and assisting the business program area in conducting user acceptance testing for each Application change, enhancement, project or release,
  - (iii) retain all test cases in a software testing tool/repository for future/repeated use,
  - (iv) conducting internal quality reviews prior to delivery to the Province, including quality checks by expert resources, such as a Senior Enterprise and Security Architects, as applicable, and
  - (v) QA documentation provided with each Service Provider deliverable, including functional and technical designs with traceability back to original design and business requirements;
- (d) perform technical reviews against application code developed by the Service Provider, which includes conducting ongoing peer reviews of requirements and design that:
- (i) identify any potential security vulnerabilities,
  - (ii) detect requirement errors in source code that fail to meet requirements,
  - (iii) confirm adherence to industry standard coding best practices, and Service Provider internal coding standards, and
  - (iv) verify that unit tests are complete and correct.

Failure only and has the effect of negating the associated Service Level Credit applied by the Province.

Number of Exemptions	Applicable Service Levels
'0'	<ul style="list-style-type: none"> <li>Service Level 1.6, Major Privacy and Security Violations</li> </ul>
'1' for each contract year	<ul style="list-style-type: none"> <li>Service Levels 1.1 through 1.5 for Priority 1 Applications</li> </ul>
'1' for each 6 months of the contract year	<ul style="list-style-type: none"> <li>Service Levels 1.1 through 1.5 for Priority 2 or 3 Applications</li> <li>Service Level 1.6, Minor Privacy and Security Violations</li> <li>Service Levels 1.7 through 1.8</li> </ul>

- 9) The Service Provider must notify the Province regarding its intent to apply a Service Level Failure Exemption within five (5) business days of receiving notice of the Province's intent to apply a Service Level Credit.
- 10) Where Service Level Credits are to be applied, they will be applied to the Base Services Fee payable for the month following the month in which the Service Provider received notice of the Province's intent to apply a Service Level Credit.

Notwithstanding the foregoing, and for greater clarification, the Service Provider will use commercially reasonable efforts to achieve all Service Levels, whether or not such Service Levels are subject to Service Level Credits.

### **Service Level Changes**

Over the term of the Agreement, changes may be required to Service Levels to reflect new or changing requirements of the Province, as well as improvements in technology and industry standards. The Province and the Service Provider may jointly choose to add, modify, or delete Service Levels using the Change Process.

#### **1. Service Levels (Base Services)**

The Base Services Service Level requirements apply to all Applications.

##### **1.1. Application Availability**

<b>Province Interest</b>	Ensuring that Applications are available to end users when needed to support their business needs.
<b>Description</b>	Availability of Applications to end users during each Application's Standard Hours of Support.
<b>Measure</b>	<p>The percentage of time that an Application is available to Application users, expressed as a percentage, for a month.</p> <p>Availability % = (Standard Hours of Support, minus planned downtime, minus non-planned downtime) / (Standard Hours of Support, minus planned downtime) x 100%</p>
<b>Target</b>	<p>Priority 1 Applications: 99.9%</p> <p>Priority 2 Applications: 99%</p> <p>Priority 3 Applications: 95%</p>
<b>Weighting</b>	35%
<b>Interpretation</b>	<ul style="list-style-type: none"> <li>The Standard Hours of Support for Applications are identified in Part 2, Appendix 2-1.</li> <li>The Service Provider will only be held accountable for any lack of availability over which the Service Provider has control (e.g. an Application failure versus a</li> </ul>

	<p>network failure).</p> <ul style="list-style-type: none"> <li>The time that an Application is available will be measured by an automated monitoring tool, except where the Province has Approved an alternative method (e.g. manual detection by Service Provider or Province personnel).</li> <li>A service interruption will only be considered addressed when Application availability has been confirmed by the Province.</li> </ul>
<b>Data</b>	<p>Whether a service interruption is detected via a monitoring tool or by a person, the Incident will be recorded using the Service Management Tool (Ticketing System). Data from the Service Management Tool will be used to measure availability as follows:</p> <ul style="list-style-type: none"> <li>Incident Creation Timestamp – Recorded automatically when the Incident ticket is created.</li> <li>Incident Resolved Timestamp – Recorded automatically when the status of the Incident ticket is changed to resolved.</li> </ul>

## 1.2. Incident Initial Response

<b>Province Interest</b>	Ensuring that the appropriate parties are contacted by the Service Provider regarding an Incident as soon as possible.
<b>Description</b>	The time it takes the Service Provider to respond once an Incident has been raised.
<b>Measure</b>	<p>Initial Response time is measured from the time the Service Provider is aware of the occurrence of an Incident to the time that the persons identified on the impacted Application's notification list are contacted.</p> <p>Initial Response time = (time appropriate persons contacted – time Service Provider aware of Incident)</p>
<b>Target</b>	<p>Severity 1 Incident: 15 minutes</p> <p>Severity 2 Incident : 30 minutes</p> <p>Severity 3 Incident : 1 hour</p> <p>Severity 4 Incident: 1 hour</p>
<b>Weighting</b>	10%
<b>Interpretation</b>	<ul style="list-style-type: none"> <li>A response is successful if it is made within the target timeline following the Service Provider becoming aware of the Incident.</li> <li>If the Incident is raised outside of Standard Hours of Support it will be responded to within the target timeline of the start of the next window of Standard Hours of Support.</li> </ul>
<b>Data</b>	<p>Once the Service Provider becomes aware of an Incident, the Incident will be recorded using the Service Management Tool (Ticketing System). The data used to calculate the Initial Response time will be:</p> <ul style="list-style-type: none"> <li>Incident Creation Timestamp – Recorded automatically when the Incident ticket is created.</li> <li>Initial Response Timestamp – Recorded automatically when the Initial Response is sent by the Service Provider as per the notification list.</li> </ul>

## 1.3. Incident Estimation Response

<b>Province Interest</b>	Ensuring that stakeholders receive accurate information regarding how long it will take to resolve an Incident as soon as possible.
<b>Description</b>	The time it takes the Service Provider to provide stakeholders with an estimate of how long it will take to resolve an Incident once an Incident has been raised.
<b>Measure</b>	<p>Estimation Response time is measured from the time the Service Provider is aware of the occurrence of an Incident to the time that the persons identified on the impacted Application's notification list are informed of an estimated resolution time by the Service Provider.</p> <p>Incident Estimation Response time = (time appropriate persons provided with estimate – time Service Provider aware of Incident)</p>
<b>Target</b>	<p>Severity 1 Incident: 30 minutes</p> <p>Severity 2 Incident : 2 hours</p> <p>Severity 3 Incident : 8 hours</p> <p>Severity 4 Incident: Next Business Day</p>
<b>Weighting</b>	10%
<b>Interpretation</b>	<ul style="list-style-type: none"> <li>After the initial response has been sent, a second notification will be sent from within the Service Management Tool to the members on the notification list containing the estimated time to resolution. The email will be logged in the Service Management Tool.</li> <li>A response is successful if it is made within the target timeline following the initiation of the Incident. If the Incident is raised outside of Standard Hours of Support it will be responded to within the target timeline of the start of the next window of Standard Hours of Support.</li> </ul>
<b>Data Source</b>	<p>Once the Service Provider becomes aware of an Incident, the Incident will be recorded using the Service Management Tool (Ticketing System). The data used to calculate the Estimate Response time will be:</p> <ul style="list-style-type: none"> <li>Incident Creation Timestamp – Recorded automatically when the Incident ticket is created.</li> <li>Estimate Response Timestamp – Recorded automatically when the Estimate Response is sent by the Service Provider as per the notification list.</li> </ul>

#### 1.4. Incident Subsequent Response

<b>Province Interest</b>	Ensuring that stakeholders receive regular and timely status updates regarding an Incident until the Incident has been resolved.
<b>Description</b>	The time it takes the Service Provider to provide a status update following the communication of an Incident Estimate Response, and between each subsequent update until Incident resolution.
<b>Measure</b>	<p>Subsequent Response time is measured from the time the Estimation Response is provided to the time that the persons identified on the impacted Application's notification list are provided with a subsequent information update, and between each subsequent status update until final Incident resolution.</p> <p>Incident Subsequent Response time = (time appropriate persons provided with a status update – time of Estimate Response or previous subsequent response)</p>

<b>Target</b>	Severity 1 Incident: 60 minutes Severity 2 Incident : 2 hours Severity 3 Incident : 4 hours Severity 4 Incident: Weekly
<b>Weighting</b>	10%
<b>Interpretation</b>	<ul style="list-style-type: none"> <li>Subsequent notifications will be sent from within the Service Management Tool to the members of the notification list. The email(s) will be logged in the Service Management Tool.</li> <li>A response is successful if it is made within the target timeline. If an Incident remains unresolved at the end of the Application's Standard Hours of Support, the measurement of Subsequent Response time will at the start of the next window of Standard Hours of Support.</li> </ul>
<b>Data Source</b>	<p>Once the Service Provider becomes aware of an Incident, the Incident will be recorded using the Service Management Tool (Ticketing System). The data used to calculate the Subsequent Response time will be:</p> <ul style="list-style-type: none"> <li>Incident Response Timestamp – Recorded automatically when the Estimate Response or Subsequent email are sent.</li> <li>Subsequent Response Timestamp – Recorded automatically when each Subsequent Response is sent by the Service Provider as per the notification list.</li> </ul>

### 1.5. Incident Resolution

<b>Province Interest</b>	Ensuring that Incidents are resolved and Applications made available to users as soon as possible.
<b>Description</b>	The time it takes the Service Provider to resolve an Incident once an Incident has been raised.
<b>Measure</b>	<p>Incident Resolution time is measured from the time the Service Provider is aware of the occurrence of an Incident to the time at which the Incident is resolved and the Application is returned to a usable and available state, and that is communicated to the persons identified on the impacted Application's notification list and to the initiating Service Desk by the Service Provider.</p> <p>Incident Resolution time = (time Incident resolved – time Service Provider became aware of Incident)</p>
<b>Target</b>	Severity 1 Incident: 2 hours Severity 2 Incident : 4 hours Severity 3 Incident : 3 business days Severity 4 Incident: 5 business days
<b>Weighting</b>	35%
<b>Interpretation</b>	<ul style="list-style-type: none"> <li>The Incident ticket will only be closed once final confirmation is received from the Province.</li> <li>The timestamp associated with the status of the Incident changing to resolved will be the timestamp resolution.</li> <li>A response is successful if it is made within the target timeline following the initiation of the Incident. If the Incident is raised outside of Standard Hours of</li> </ul>

	Support it will be responded to within the target timeline of the start of the next window of Standard Hours of Support.
<b>Data Source</b>	<p>Once the Service Provider becomes aware of an Incident, the Incident will be recorded using the Service Management Tool (Ticketing System). The data used to calculate the Resolution time will be:</p> <ul style="list-style-type: none"> <li>• Incident Creation Timestamp – Recorded automatically when the Incident ticket is created.</li> <li>• Incident Resolved Timestamp – Recorded automatically when the status of the Incident ticket is changed to resolved.</li> </ul>

## 1.6. Privacy and Security Requirement

<b>Province Interest</b>	Ensuring that no privacy and security violations occur.
<b>Description</b>	<p>A privacy or security violation event occurs when there is an information Incident related to services provided by and under the control of the Service Provider. An information Incident is a single or a series of unwanted or unexpected events that threaten or breach privacy or information security. Information Incidents include the collection, use, disclosure, access, disposal, or storage of information, whether accidental or deliberate, that is not authorized by the business owner of that information. Information Incidents include privacy breaches, which are a collection, use, disclosure, access, disposal, or storage of personal information, whether accidental or deliberate, that are not authorized by BC law. The Service Provider is required to ensure that all information assets of the Province, and the technologies and services that maintain and manage them under this Agreement, are secure.</p> <p>As part of the information Incident investigation the Province's Incident lead determines whether the information Incident is major or minor, based on relevant factors that include:</p> <ul style="list-style-type: none"> <li>• The Incident involves multiple ministries;</li> <li>• The Incident involves personal or sensitive information;</li> <li>• Whether there is, or could have been, a reasonable expectation of harm to any individuals as a result of the Incident;</li> <li>• Whether individuals will be, or have been, notified that their personal information was breached;</li> <li>• Whether the Incident will be, or has been, reported to the independent offices of the Legislative Assembly, including the Office of the Information and Privacy Commissioner and the Office of the Auditor General; or</li> <li>• Whether the Incident has a serious or potentially serious public impact.</li> </ul> <p>Each distinct occurrence of a security breach, within the Service Provider's control, is considered one security violation event.</p>
<b>Measure</b>	A count of the number of major or minor privacy and security violations occurring within a month, either self-reported or reported by the Province in a case where the Service Provider is not aware that a violation has occurred.
<b>Target</b>	<ul style="list-style-type: none"> <li>• zero major privacy and security violations</li> <li>• zero minor privacy and security violations</li> </ul>
<b>Weighting</b>	<ul style="list-style-type: none"> <li>• Major information Incidents - 50%</li> <li>• Minor information Incidents - 5%</li> </ul>

<b>Interpretation</b>	
<b>Data Source</b>	<p>Privacy and security violations will be tracked using the Service Management Tool (Ticketing System).</p> <ul style="list-style-type: none"> <li>Incident Creation Timestamp - Recorded automatically when the security Incident ticket is created.</li> </ul>

### 1.7. Reporting

<b>Province Interest</b>	Ensuring that the Province receives regular and accurate information regarding the Services, delivered in a timely manner by the Service Provider.
<b>Description</b>	The time it takes the Service Provider to provide the regular standard reports following the completion of the month during which the Services were delivered.
<b>Measure</b>	Successful response = regular standard reports available to the Province prior to the 15 <sup>th</sup> day of the month following the end of the reporting month.
<b>Target</b>	Delivered at monthly intervals, no later than the 15 <sup>th</sup> calendar day of the month following the end of the reporting month.
<b>Weighting</b>	10%
<b>Interpretation</b>	A response is successful if the Province has access to all regular standard reports via a designated shared repository or via email.
<b>Data Source</b>	Monitored by the Province.

### 1.8. Estimate Response

<b>Province Interest</b>	Ensuring that the Service Provider responds to requests for estimates in a timely manner in order to inform the Province's decision making process
<b>Description</b>	<p>The Service Provider is required to respond to requests for both Order of Magnitude and Detailed Estimates in a timely manner in order to inform the Province's decision making process.</p> <p>Estimates must include cost, hours of effort and duration (measured in calendar days) to complete the requested work.</p>
<b>Measure</b>	<p>Estimate Response time is measured from the time the Province Approves an estimate request using the Service Management Tool until an estimate is attached to the ticket by the Service Provider.</p> <p>Estimate Response time = (time an estimate is attached to an estimate request – time an estimate request ticket was Approved)</p>
<b>Target</b>	<ul style="list-style-type: none"> <li>Order of Magnitude Estimates – within 2 business days of receipt of estimate request.</li> <li>Detailed Estimates Requests – within the timelines jointly agreed upon by the Province and the Service Provider.</li> </ul>
<b>Weighting</b>	10%
<b>Interpretation</b>	<ul style="list-style-type: none"> <li>The classification of an estimate as Order of Magnitude or Detailed will be entered by the Province within the Service Management Tool.</li> <li>The format and standard for an estimate will be described in the Operations</li> </ul>

	Manual.
<b>Data Source</b>	<p>Estimates will be initiated via the Approval of Estimate Request tickets within the Service Management Tool (Ticketing System). The data used to calculate the Estimate Response time will be:</p> <ul style="list-style-type: none"> <li>• Estimate Request Timestamp – Recorded automatically when the Estimate Request ticket is Approved.</li> <li>• Estimate Request Complete Timestamp – Recorded automatically when the status of the Estimate Request ticket is changed to complete.</li> </ul>

## 2. Service Levels (On-Demand Services)

The following Service Levels apply to all On-Demand Services, except where a Service has been excluded by the Province via an Approved Statement of Work or by other means. Financial penalties may be applied at the sole discretion of the Province in the event of a Service Level Failure, as follows:

- 1) When a Service Level Failure has occurred, the Province will notify the Service Provider in writing regarding the Province's intention of imposing a financial penalty within the month following the month in which the Service Level Failure was reported.
- 2) Where there is a single Detailed Estimate associated with a SOW, the financial penalty will be applied against the final SOW invoice.
- 3) Where there may be more than one Detailed Estimate associated with a SOW, the financial penalty will be applied against the SOW invoice in the month following which the Service Provider received notice of the Province's intention to impose a financial penalty.

Notwithstanding the foregoing, and for greater clarification, the Service Provider will use commercially reasonable efforts to achieve all On-Demand Service Levels, whether or not such Service Levels are subject to financial penalties.

### 2.1. Estimate Cost

<b>Province Interest</b>	For time and materials activities, ensuring that actual costs at completion are consistently within a reasonable variance of the Detailed Estimate (planned cost).
<b>Description</b>	The Province requires consistent and reliable estimates for On-Demand Services, which can range from an activity that may be completed in a number of hours to very large Application Enhancement or Application Development projects.
<b>Measure</b>	Estimate Cost % = (actual costs at completion / Detailed Estimate) x 100%
<b>Target</b>	Actual costs are no more than 110% of Detailed Estimate.
<b>Financial Penalty</b>	<p>Actual costs:</p> <ul style="list-style-type: none"> <li>• &gt; 110% of Detailed Estimate: 25% of costs incurred above the Detailed Estimate.</li> <li>• &gt; 125% of Detailed Estimate: 35% of costs incurred above the Detailed Estimate.</li> </ul>
<b>Interpretation</b>	<ul style="list-style-type: none"> <li>• For the purpose of the Service Level measurement, the Detailed Estimate represents the Detailed Estimate provided by the Service Provider. Where the Province has Approved a change to the planned cost based on circumstances beyond the Service Provider's control, the Service Provider will develop a revised Detailed Estimate that supersedes the previous Detailed Estimate.</li> </ul>



<b>Data</b>	Service Management Tool
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## 2.2. Estimate Duration

<b>Province Interest</b>	For time and materials, as well as fixed-price, projects, ensuring that planned completion dates are reasonable in their duration and that projects are completed within the planned timeline.
<b>Description</b>	The Province requires consistent and reliable estimates for On-Demand Services, which can range from an activity that may be completed in a number of hours to very large Application Enhancement or Application Development projects.
<b>Measure</b>	Estimate Duration % = (actual duration at completion in business days / duration in business days from Detailed Estimate) x 100%
<b>Target</b>	Actual duration does not exceed the planned duration, as per the Detailed Estimate, by more than 20%.
<b>Financial Penalty</b>	Actual duration exceeds estimated duration (measured in business days) by more than: <ul style="list-style-type: none"> <li>• 20% - 5% of actual costs incurred.</li> <li>• 50% - 10% of actual costs incurred.</li> </ul>
<b>Interpretation</b>	<ul style="list-style-type: none"> <li>• For the purpose of the Service Level measurement, the Detailed Estimate represents the Detailed Estimate provided by the Service Provider. Where the Province has Approved a change to the planned duration based on circumstances beyond the Service Provider's control, the Service Provider will develop a revised Detailed Estimate that supersedes the previous Detailed Estimate.</li> </ul>
<b>Data</b>	Service Management Tool

## 2.3. Software Quality

<b>Province Interest</b>	Ensuring that a high percentage of user acceptance test cases pass on their first execution.
<b>Description</b>	<p>The Province requires the delivery of high quality software containing few defects including:</p> <ul style="list-style-type: none"> <li>• Software bugs (e.g. errors or faults in source code or design that cause an application to produce an unexpected result)</li> <li>• Software that is made up of working code but does not meet the initial requirements defined by the Province and described in the functional requirements.</li> </ul> <p>The Province is interested in ensuring that a high percentage of user acceptance test cases pass on their first execution.</p>
<b>Measure</b>	Software Quality % = (number of passed test cases / number of test cases) x 100%
<b>Target</b>	90% of user acceptance test cases pass on first execution.
<b>Financial Penalty</b>	None
<b>Interpretation</b>	
<b>Data</b>	HP Application Lifecycle Management

#### 2.4. Customer Satisfaction

<b>Province Interest</b>	Ensuring that end users are satisfied with the outcome of On-Demand Service application enhancement and development projects.
<b>Description</b>	Using a monthly customer survey to obtain information from Province end users on the services provided to them by Service Provider.
<b>Measure</b>	Survey Score.
<b>Target</b>	None – monitor for review through Governance process.
<b>Financial Penalty</b>	None
<b>Data</b>	CSAP Survey Voice of the Customer Survey

#### Severity Definitions

<b>Severity</b>	<b>Definition</b>
Severity 1	An Incident has made a priority 1 Application or service unusable or unavailable and no workaround exists.
Severity 2	An Incident has made a priority 1 Application function unusable or unavailable but a workaround exists. or An Incident has made a priority 2 Application function unusable or unavailable and no workaround exists.
Severity 3	An Incident has diminished priority 1 or priority 2 Application functionality or performance but the functionality still performs as specified in the user documentation.
Severity 4	An Incident has diminished priority 3 Application functionality or performance.

## Taylor, Heather HLTH:EX

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**From:** Lock, Gwen HLTH:EX  
**Sent:** Monday, December 14, 2015 8:28 AM  
**To:** Smallwood, Rhys HLTH:EX  
**Cc:** Lamb, Linda (linda.lamb@cgi.com); XT:Glushka, Melissa HLTH:IN; Nuttall, Steven HLTH:EX; Drouin, Denis HLTH:EX; Blumer, David J HLTH:EX  
**Subject:** RE: \_A IDIR Accounts for TPL \_ Siebel work from CGI Poland-ok to move ahead

Hi Rhys, this is good to move ahead, please do not hesitate to contact me if you have further questions.

### Dr. Gwen Lock cssp

Ministry Information Security Officer

Email: [Gwen.Lock@gov.bc.ca](mailto:Gwen.Lock@gov.bc.ca) Information Security: [HLTHInfoSec@gov.bc.ca](mailto:HLTHInfoSec@gov.bc.ca) Ph: 250.387.2875 Cell: 250.516.0647

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**From:** Smallwood, Rhys HLTH:EX  
**Sent:** Thursday, December 10, 2015 3:06 PM  
**To:** Lock, Gwen HLTH:EX  
**Cc:** Lamb, Linda (linda.lamb@cgi.com); XT:Glushka, Melissa HLTH:IN; Nuttall, Steven HLTH:EX  
**Subject:** FW: \_A IDIR Accounts for TPL \_ Siebel work from CGI Poland

Gwen,

As discussed on the phone, \_A Idir accounts have been requested for each of the 3 CGI Poland resources who will work on the TPL Siebel projects for ONLY its DEV and TEST servers for :

- Siebel version upgrade – target to complete by March 31, 2016 (to be confirmed by CGI PM)
- Siebel OPENUI upgrade – high level target to complete by September 30, 2016 (to be confirmed by CGI PM)

It is expected the 3 resources would retain these \_A Idir accounts until OPENUI work is completed.

The local CGI PM (Melissa/Linda) indicates that these 3 resources would need \_A Idirs accounts to perform the following work on DEV/TEST servers including: configuration, customization, Siebel upgrades/patches, support to UAT, user management, etc.

These DEV/TEST servers contain no PI information.

Note these resources Poland will not get access to PROD environment. Instead they will provide scripts, guides, etc, that will be run by local CGI Victoria resources in order to migrate changes that they applied to DEV/TEST. Support to PROD will stay with CGI Victoria. They may ask Poland to assist but they won't get access to PROD.

Lastly, as a control measure the CGI PM will monitor server access to ensure no unknown or unexpected access is occurring.

Let me know if this is sufficient info to proceed with provisioning the \_A accounts to the 3 CGI Poland resources.

~rhys

**From:** Nuttall, Steven HLTH:EX  
**Sent:** Wednesday, December 9, 2015 9:37 AM  
**To:** XT:Gill, Simar HLTH:IN  
**Cc:** Smallwood, Rhys HLTH:EX  
**Subject:** RE: \_A IDIR Accounts

Hi Simar,

I am just waiting on a question posed to Rhys regarding \_A accounts being granted to the Poland staff.

Thanks.

**Steven Nuttall**  
Phone: 250 952-2433

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**From:** Gill, Simarjit [<mailto:simar.gill@cgi.com>]  
**Sent:** Wednesday, December 9, 2015 9:31 AM  
**To:** Nuttall, Steven HLTH:EX  
**Subject:** RE: \_A IDIR Accounts

These requests are right but submitted by Melissa Glushka not submitted by me and yes we haven't heard anything about them.

Please let me know if you can approve them.

Thanks,

**Simar Gill** Consultant, Project Administrator  
CGI Information Systems and Management Consultants  
T: 250-978-5438 | F: 250-388-5018  
Email:[simarjit.gill@cgi.com](mailto:simarjit.gill@cgi.com) | [cgi.com](http://cgi.com)

**From:** Nuttall, Steven HLTH:EX [<mailto:Steven.Nuttall@gov.bc.ca>]  
**Sent:** December-09-15 9:17 AM  
**To:** Gill, Simarjit  
**Cc:** Wall, Beryl E HLTH:EX  
**Subject:** RE: \_A IDIR Accounts

Good Morning Simar,

Could you please clarify what you are requesting. Are you saying that these 7113 form requests were submitted but you have not yet heard back or are you saying that these requests were submitted to the wrong location and you are forwarding these to me?

Thanks.

**Steven Nuttall**

Phone: 250 952-2433

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**From:** Gill, Simarjit [mailto:simar.gill@cgi.com]

**Sent:** Wednesday, December 9, 2015 9:13 AM

**To:** Nuttall, Steven HLTH:EX

**Subject:** \_A IDIR Accounts

**Importance:** High

Hello Steven,

I have question about attach \_A account request's which were submitted by Melissa Glushka who is handling this project.

Is it ok for you to approve them or you want me to resubmit the requests.

Our apologies about this she was not aware that she cannot submit any request like this. But these request are urgent our Poland resources are waiting

Please advise what should be our next step to make this process right and faster.

Kind Regards,

**Simar Gill** Consultant, Project Administrator

CGI Information Systems and Management Consultants

T: 250-978-5438 | F: 250-388-5018

Email:simarjit.gill@cgi.com | cgi.com

## Taylor, Heather HLTH:EX

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**From:** Glushka, Melissa <melissa.glushka@cgi.com>  
**Sent:** Wednesday, October 14, 2015 4:27 PM  
**To:** Smallwood, Rhys HLTH:EX  
**Cc:** Elderfield, Andrew HLTH:EX  
**Subject:** Approval of the use of Poland Siebel resources

Afternoon Rhys,

I would like to proceed in getting the Poland CGI resources IDIR accounts to the Dev and Test environments. In order to do that I need your/Andrew's approval via email regarding the use of Poland resources.

I want to ensure you that they are experienced in Siebel and have worked with us before. They will not have access to the production environment or any production data. They will have access to development and test. We will set them up with VPN to our network. They will work on machines physically located at 1405 Douglas. They will be upgrading the system, not providing day to day support. That work will stay here in the Victoria office with Roque Daudt.

Stuart Fraser is working on getting the Inter\_Bu set up. I have the request for IDIRS for the 3 Poland resources filled in and ready to send in.

Next we work on the MPP once I get the initial template from you.

Once I get your approval I can move forward in putting together a plan and numbers.

Let me know of any questions you may have.

*Here are some relevant points from the contract that we ensuring remain true:*

### *Service locations*

- 1.1 *No Services will be provided or performed by the Service Provider at any location outside British Columbia except as may be specifically Approved by the Province from time to time, and no Personal Information will be accessed, used, stored, transmitted or otherwise made available in any manner outside of Canada, and no Person outside of Canada will have access in any manner to the Personal Information, except as may be specifically permitted under the Freedom of Information and Protection of Privacy Act (British Columbia) and Approved in writing by the Province from time to time.*

*The Approved Service locations of the Service Provider are set forth in Schedule K, as may be amended or supplemented in accordance with the Change Process. The Service Provider may access Province systems and information through the Approved Service locations in accordance with access processes and technology solutions Approved by the Province and documented by the Service Provider in the Operations Manual.*

### *Access to Personal Information from outside of Canada*

- 1.2 *Except as provided in this section below, the Service Provider will arrange its affairs to ensure that all storage of, access to, and use of Personal Information by the Service Provider and its Access Subcontractors in the course of delivering the Services will be from within Canada.*

*The Service Provider may access Personal Information from a location outside of Canada ("Foreign Access") only for a Permitted Purpose and then only in accordance with the Foreign Access Conditions. Without limiting the foregoing, the Service Provider will ensure that, except for a Permitted Purpose and then only in accordance with the Foreign Access Conditions:*

- (a) *the Service Provider will not make Personal Information available to any personnel or Subcontractors while any such persons are physically located outside of Canada, on either a temporary or permanent basis;*
- (b) *no Services that require access to or use of Personal Information will be provided or performed by the Service Provider in any location outside of Canada; and*
- (c) *no Personal Information may be stored, transmitted or otherwise made available in any manner or accessed from outside Canada and no person outside Canada will have access in any manner to Personal Information.*

**Melissa Glushka**

Consultant / Project Manager

Contracted to the Ministry of Health

CGI | Main #: 250.414.6866 | Fax #: 250.220.1465 | 1405 Douglas Street, Victoria, BC



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