## **HEALTH AUTHORITIES** Standing Committee on Finance and Corporate Issues

January 5<sup>th</sup> 2017 10:00am - 12:00 pm

s.15

Conference Call:

Victoria: s.15,s.17 Vancouver: s.15,s.17 Toll-Free: s.15,s.17 Conference ID:s.15,s.17

A	genda Items:	Time:	Materials	Speaker:
1	. Review of Agenda & Record of Decision	10:00 – 10:15	1	
2	. WEST	10:15 – 10:45		s.17 s.17 Dara Frere
3	Provincial Medical Equipment Provision Program	10:45 – 11:15		Glenn Copping/Donna Lommer/BCCSS
4	. HBT Monthly Update	11:15 – 12:00		Donnie Wing Jeremy Bell Michael McMillan (TBC)
5	. Other Items	12:00 – 12:30	PROPERTY OF LAND AND AND AND AND AND AND AND AND AND	

Next HA-CFO Committee meeting - February 2<sup>nd</sup> 2017 Location:s.15

V DCCSS capital discussion V PNBF update Q3 update.

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# STANDING COMMITTEE ON FINANCE AND CORPORATE ISSUES RECORD OF DECISION

January 5, 2017 10:00 am -12:00 pm s.15

(Teleconference)

#### Attendees:

Manjit Sidhu (Co-Chair), Donna Lommer (Co-Chair), Glen Copping, Brenda Liggett (Teleconference), Kim Kerrone, Mary Procter (Teleconference), Mark De Croos (Teleconference), Thomas Chan (Teleconference), Gord Cross, Karen Ryall (Secretariat)

Guests: Joel Palmer, Kerri Harrison, Melinda Mui (HSSBC), Bonnie Wilson(VCH), Berna Marcelino (HSSBC), Jeremy Bell (HBT)

Absent: Sabine Feulgen, Doug Hughes, Tally Bains

<u>tem</u>	Action	Responsibility
Review of Agenda & Record of Decision	December Record of Decision approved as presented. s.13	
• WEST	s.13,s.17	Donna Lommer/ Glen Copping s.17
<ul> <li>Provincial Medical Equipmen</li> <li>Provision Program</li> </ul>	t s.13	Glenn Copping/Donna Lommer/BCCSS
HBT Monthly Update		Jeremy Bell

Other Items     a. Roundtable/Q3	a) General discussion of HA current positions	
b. BCCSS Capital c. PNBF Update	s.13	
		Gord Cross

Next Meeting: February 2, 2017 Location: s.15

# HEALTH AUTHORITIES

## Standing Committee on Finance and Corporate Issues

December 1, 2016 10:00am - 3:30pm

s.15

Dial-in Phone Numbers: (Toll Free)<sup>s.15,s.17</sup> Participant Conference ID: s.15,s.17

	Agenda Items:	Time:	Materials	Speaker:
	Review of Agenda & Record of Decision	10:00 - 10:15		
/	2. BCCSS – KDC Expansion	10:15 – 11:00	Item 1.1 Item 1.1 Item 1.2	Elana Mignosa/Kerri Harrison Phil White
1	3. Surgical Costing – LC Presentation	11:00 – 11:30		Kerri Harrison 🗸
/	Provincial Medical Equipment Provision     Program	11:30 – 12:00	Item 2	Poura Lamuer
$\checkmark$	5. HBT Monthly Update	12:00 – 12:15		Jeremy Bell & Donnie Wing
	6. Lunch	12:15 - 1:00		
V	7. PNBF – Report Back from Working Group	1:00 - 1:30		Gordon Cross
/	8. Surgical Funding Prior Period Accrual	1:30 - 2:00		Gordon Cross
/	BCCSS Cash Advance/External Audit	2:00 - 2:30		Gordon Cross
/	10. WEST Budget	2:30 -2:45		s.17
/	11. Roundtable	2:45-3:00		All
	12. Other Items	3:00 - 3:30		

Next HA-CFO Committee meeting – January 5<sup>th</sup> Location: s.15

Item 1. TBC Item 1.1 TBC Item 1.2 TBC

Item 2. 2016-11-03 MEPP BN for Nov 3 SC

V Retirement Concepts sale?

# STANDING COMMITTEE ON FINANCE AND CORPORATE ISSUES RECORD OF DECISION

December1st, 2016, 10:00 am - 3:30 pm

s.15

#### Attendees:

Manjit Sidhu (Co-Chair), Donna Lommer (Co-Chair, by teleconference), Glen Copping, Brenda Liggett, , Kim Kerrone, Mary Procter, Mark De Croos, Gord Cross, Karen Ryall (Secretariat)

Guests: Joel Palmer (by teleconference), Kerri Harrison, Elana Mignosa, Phil White, Donnie Wing, Jeremey Bell, Wilf Wong (obo Thomas Chan)

Itei	n	Action	Responsibility
1.	Review of Agenda & Record of Decision	November Record of Decision approved as presented.	
2.	BCCSS KDC Expansion	s.13	BCCSS Kerri Harrison
3.	Surgical Costing – LC Presentation		
			Kerri Harrison
4.	Provincial Medical Equipment Provision Program	s.13	
			Glenn Copping/Donna Lommer/BCCSS

		s.13	
5.	HBT Monthly Update		
			Michael McMillan Donnie Wing & Jeremy Bell
6.	PNBF – Report Back from		
J .	Working Group		
			Gord Cross
7.	Surgical Funding Prior Period Accrual		
	Accidal		
			CFO's/ Gord Cross
8.	BCCSS Cash Advance/External		
	Audit		

	THE THE PERSON AND TH	s.13	
			Donna Lommer/Glenn Copping
9.	WEST Budget	s.13,s.17	Februar
$\overline{}$	Roundtable	- s.13 -	
11.	Other Items: Retirement Concepts		
de data administrativo de describer de describer de la companya de la companya de la companya de la companya de	BCCSS Amortization Cost Recovery		
			BCCSS/Kerri Harrison

Next meeting January 5<sup>th</sup> 2017, Victoria

## **HEALTH AUTHORITIES** Standing Committee on Finance and Corporate Issues

November 3, 2016 10:00am - 3:30pm

s.15

Dial-in Phone Numbers: (Toll Free)<sup>s.15,s.17</sup> Participant Conference ID: s.15,s.17

Agenda Items:	Time:	Materials	Speaker:
Review of Agenda & Record of Decision	10:00 – 10:15 am		Manjit Sidhu
2. Provincial Medical Equipment Provision Program − CRC tiered pricing update ✓	10:15 – 10:45 am	Item 2	Berna Marcelino & David Loukras
3. CACTUS Capital update and request	10:45 – 11:15 am	Item 3	Bev Mitchell
4. Budget Discussions	11:15 -12:15pm		Manjit Sidhu
5. Lunch	12:15 – 1:00 pm		
6. VP Planners Update 🗸	1:00 – 1:30 pm		Glen Copping
7. Surgical Costing – LC Presentation	1:30 – 2:00 pm	***************************************	Kerri Harrison
8. BCCSS – Kamloops Data Centre Capital	2:00 – 2:30 pm		Kerri Harrison
9. Roundtable	2:30 – 3:00 pm		
10. Other Items	3:00 – 3:30 pm		

Next HA-CFO Committee meeting – December 1st 2016

Location: Vancouver (TBC)

Item 2. 2016-11-03 Item 3. 2016-11-03 MEPP BN for Nov 3 S(BC MQI\_CACTUS Upc

TElana Mignosa
T Phil White

## STANDING COMMITTEE ON FINANCE AND CORPORATE ISSUES AGENDA

Jesems

October 6<sup>th</sup>, 2016, 10:00am – 2:00 pm Teleconference number: s.15,s.17 Participant Conf

Participant Conference ID: s.15,s.17

Victoria	Location:
V ICCULIA	Location.

s.15

Vancouver Location:

Kelowna Location:

Prince George Location:

absent

Manjit Sidhu (Co-Chair), Donna Lommer (Co-Chair), Thomas Chan, Mary Procter, Mark De Croos, Kim Kerrone, Brenda Liggett, Glen Copping, Tally Bains, Taj Baidwan, Gordon Cross, Karen Ryall

GUESTS: Donnie Wing, Jeremy Bell, Jeff Hunter, Kerri Harrison, Elana Mynose, Dava Freve

Agenda Items:	Time:	Speaker:
A) Review of Agenda & Record of Decision     B) Update on Committee of Joint Chairs	10:00-10:15 am	Manjit Sidhu
2. PNBF Project Update	10:15 -11:30 am	Gordon Cross
3. HAMIS Project Update	11:30 – 11:45 am	Gordon Cross
4. WEST Project Update	11:45 – 12:15 pm	s.17 Dava Frere
5. HBT Update	12:15 – 12:30 pm	Donnie Wing, Jeremy Bell
LUNCH BREAK	12:30 – 1:00 pm	
6. Opioid FOI Response	1:00 – 1:15 pm	Gordon Cross
7. Costing Project – PowerPoint for Leadership Council	1:15 – 1:45 pm	Kerri Harrison
8. Surgical Costing – Initial results	1:45 – 2:00 pm	Kerri Harrison
9. Financial Update	2:00 – 2:15 pm	Roundtable
10. Other Items	2:15 – 2:45 pm	

Next HA-CFO Committee meeting November 3, 2016 - \$.15

- Home Equipment / Hospital parties policy/
- BCCSS /
- MRI Finding











# **Briefing Note For Approval**

Workplace Evolving Services and Technology

Prepared For:

CFO Council and Leadership Council

Topic:

Workplace Evolving Services and Technologies (WEST) Project Budget

**Decision Request** 

BN-08

#

#### **Purpose**

The WEST procurement project is requesting approval of the project budget.

#### Background

In December 2004, the Ministry of Management Services (now Ministry of Technology, Innovation and Citizens' Services) contracted with IBM to provide Workplace Support Services to approximately 30,000 provincial government workstations users. On December 31, 2010, the six BC Health Authorities (HAs) (Fraser Health Authority (FHA), Interior Health Authority (IHA), Northern Health Authority (NHA), Provincial Health Services Authority (PHSA), Vancouver Coastal Health Authority (VCHA) and Vancouver Island Health Authority (Island Health) via their collective agent Health Shared Services BC (HSSBC), now known as BC Clinical and Support Services Society (BCCSS) signed a Tri-partite Agreement (TPA) with the Province and IBM for Desktop Management Services (DMS).

The current contract for services is expiring and as a result the WEST Project was formed to lead the procurement effort on behalf of the BC Health Authorities and BC Clinical and Support Services (BCCSS) Society.

The WEST Procurement Project is a Ministry of Health administered, multi-year project representing the BC Health Authorities and BC Clinical and Support Services (BCCSS) Society. The Ministry has overall accountability for this procurement and will be providing leadership oversight, in collaboration with the BCHOs.

The WEST Project will follow the Provincial Joint Solution Process (JSP), which is initiated by issuing a Joint Solution Request for Proposal (JSRFP), to establish an outcome-based contract, exploring the Vested® contracting method. The JSRFP procurement process is estimated to take approximately 18 months from the time of issue. The time of issue is anticipated to be prior to October 31, 2016 based on required approvals.

s.12,s.13,s.17

Filename: 04-Oct-2016 WEST BN-08 Project Budget Approval V1.1 Date: 2016-10-04

Page: 1 of 5

Page 011 to/à Page 013

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### Briefing Note For Discussion or For Decision

WEST Project Office

والمراجع والمستعدد	Approved By:	Date
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xecutive Project Director, WEST Procurement	HA CFOs	
roject	HA CEOs	

Filename: 04-Oct-2016 WEST BN-08 Project Budget Approval V1.1

Date: 2016-10-04

# STANDING COMMITTEE ON FINANCE AND CORPORATE ISSUES RECORD OF DECISION

October 6<sup>th</sup>, 2016, 10:00am - 1:30 pm

Telepresence Rooms: s.15

Attendees: Manjit Sidhu (Co-Chair), Donna Lommer (Co-Chair), Glen Copping, Brenda Liggett, Thomas Chan, Mary Procter, Gordon Cross, Karen

Ryall

Guests: Jeremy Bruce (for Kim Kerrone), Blair Boland, Kerri Harrison, Joel Palmer, Jeremy Bell, Donnie Wing

Absent: Sabine Feulgen, Tally Bains, Doug Hughes, Taj Baidwan, Mark De Croos

Iter	n sa saaridaa	Action	Responsibility
1.	A) Review of Agenda & Record of Decision B) No update on Committee of Joint Chairs	A) September Record of Decision approved as presented with 2 notes: s.13	Item 3 – Brenda Liggett  Item 6 – Manjit Sidhu
		Additional agenda items – See # 10 Other Items	

1,000		
2. PNBF Project Update	s.13	Manjit Sidhu /Gordon Cross
3. HAMIS Project Update		Gordon Cross
4. WEST Project Update	s.13,s.17	s.17
5. HBT Update	s.13	
6. Opioid FOI Response	A co-ordinated FOI response will go out. FOI document has been sent to HA's for review ahead of this.	Gordon Cross
7. Costing Project – PowerPoint for	s.13 	Kerri Harrison

Landaudia Carriadi	s.13	
Leadership Council	5.10	
•		
The state of the s		
8. Surgical Costing – Initial results		
	<u>—</u>	
9. Financial Update		
3. Thancial opuate		
10. Other Items:		
VI - 2 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1		All CFO's
11. Hospital Parking		
	<u>—</u>	
12. BCCSSS		
12. 00033		***
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Next meeting November 3rd in Victoria (Telepresence not available)

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From: Feulgen, Sabine HLTH:EX

To: Stephen Brown Cc: Anne Stearn Subject: material requested

Date: Thursday, February 15, 2018 7:23:11 PM

1106588 WSS Option (HSIMIT Feb 2018 final).docx s.13,s.17 Attachments:

Importance: High

Hi Steve,

Documents attached:

1. INFO note on Desktop Management Deal

s.13,s.17

Any thoughts/concerns?

Sabine

email: Sabine.Feulgen@gov.bc.ca

phone: 250.952.1764

# MINISTRY OF HEALTH INFORMATION BRIEFING NOTE

#### Cliff #1106588

**PREPARED FOR:** Honourable Adrian Dix, Minister of Health

- FOR INFORMATION

**TITLE:** Workstation Support Services for BC Health Organizations

**PURPOSE:** To provide an update on the Joint Solution RFP process for the provision of

Workstation Support Services for BC Health Organizations

#### **BACKGROUND:**

Since 2010, IBM has been providing Workstation Support Services (WSS) to the BC Health Organizations (BCHOs) through a workforce that includes s.21 In March 2017, on behalf of the Health Authorities (HAs), the Ministry of Health (HLTH) released a Joint Solution Request for Proposal (JSRFP) for the provision of workplace technologies and related services for some s.21 , comprising all regional HAs plus the Provincial Health Services Authority and the BC Clinical and Support Services Society s.13,s.17

The JSRFP includes four phases:

- 1. Development of a procurement strategy and JSRFP release;
- 2. Proponent Response and Evaluation;
- 3. Due Diligence and Outcome Solution Finalization; and,
- 4. Contract Execution.

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s.17 Program ADM/Division:

**Telephone:** 250-952-6202 **Program Contact (for content):** Bonnie Gunderson, Executive Director, HSIMIT

Date: February 14, 2018 Page 030

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s.17 From:

Feulgen, Sabine HLTH:EX To:

Subject: WEST DN

Thursday, February 22, 2018 4:54:18 PM 1108116 WEST DBN Appendix 1.pdf 1108116 WEST DBN Appendix 2.pdf 1108116 WEST Procurement DBN Draft.doc Date: Attachments:

#### Sabine.

As promised and for your consideration.

s.17

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#### MINISTRY OF HEALTH BRIEFING NOTE FOR DECISION

**Cliff** #1108116

**PREPARED FOR:** Stephen Brown, Deputy Minister – **FOR DECISION** 

TITLE: Workplace Evolving Services & Technologies (WEST) Project –

Letter of Intent

Approval to execute Letter of Intent and commence Phase Three of **PURPOSE:** 

the WEST Joint Solution Request for Proposal

BACKGROUND: s.13,s.17

The WEST procurement has followed an established government Joint Solution Request for Proposal (JSRFP) process involving 4 phases:

- Phase 1: Development of a Procurement Strategy and JSRFP release.
- Phase 2: Proponent Response and Evaluation.
- Phase 3: Due Diligence and Outcome Solution Finalization.
- Phase 4: Contract Execution.

s.13,s.17

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From: Fougere, Brianna HLTH:EX

To: Feulgen, Sabine HLTH:EX

Subject: WEST Procurement DBN

Date: Friday, March 9, 2018 9:29:55 AM

Attachments: 1108116 WEST Procurement DBN (HSIMIT Feb 2018).doc

1108116 WEST DBN Appendix 1.pdf 1108116 WEST DBN Appendix 2.pdf

Hi Sabine,

Steve has sent the attached decision briefing note and appendices to you in eApprovals with the note: Hi Sabine - think you are modifying this per our discussion.

Let me know if you need me to do anything with this.

Thanks,

Brianna Fougere

A/Director, Health & Corporate Services

Office of the Associate Deputy Ministers

Ministry of Health

Ph: (250) 952-2840 | Brianna.Fougere@gov.bc.ca

# Health WTS Procurement Steering Committee

May 6, 2016















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#### **Briefing Note For Decision**

Workplace Evolving Services and Technology (WEST) Project

Prepared For:	WEST Steering Committee
Topic:	HR Liability – Health Business Decision
Decision Request #	BN-001

#### **Purpose**

s.13

#### **Background**

To assist in the rapid transition to a new service delivery model both the Master Services Agreement and the Broader Public Sector Tripartite Agreement signed in December 2004 and December 2010 respectively contained provisions for the transfer of employees from the Province of BC and the BC Health Authorities respectively to ISM Information Systems Management Corporation Canada ("ISM").

s.21

The aforementioned Master services and Tripartite Agreements both contained provisions as to what actions were to be taken with regard to the future of transitioned staff should any one of five contractual events occur:

- Termination by IBM for Cause by HSSBC
- 2. Termination by HSSBC for Cause by IBM
- 3. Termination by HSSBC for Convenience
- 4. No Fault
- 5. Expiry of Contract due to end of Term

s.13,s.17

Filename: 2016-08-15 WEST BN-1 HR Liability v1.0 Page: 1 of 10

Date: 2016-08-15

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# WEST STEERING COMMITTEE WORKSHOP

Day 1 – January 5, 2017

Business Case Addendum Review
Agreeing on and Understanding Problems

Day 2 - January 6, 2017

Finding Solutions

Page 141 to/à Page 142

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#### **IDENTIFYING PROBLEMS**

**WHAT** is the problem?

WHOSE problem is it?

**WHY** solve it now?

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#### KEY COMPONENTS OF SUCCESSFUL INITIATIVES



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?? ARE THERE OTHER PROBLEMS TO ADDRESS?

#### KEY COMPONENTS OF SUCCESSFUL INITIATIVES



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# WEST STEERING COMMITTEE WORKSHOP

Day 1 – January 5, 2017

Business Case Addendum Review
Agreeing on and Understanding Problems

Day 2 – January 6, 2017

**Finding Solutions** 

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# Workplace Evolving Services and Technologies (WEST) Project

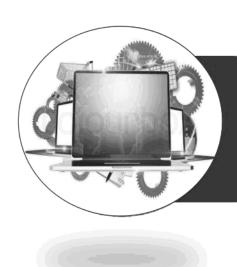
Together, we establish a trusted and transparent relationship that enables the strategic priorities of Health and delivers value and service excellence for our customers through innovation, flexibility, and optimized investment for Healthcare in British Columbia.

BC Health Organizations
WEST Project
January 6, 2017

## Joint Solution Request for Proposal - Overview

#### An overview of the WEST JSRFP including:

- Executive Summary
- Concept and Approach
- JSP Phases and Timeline
- Final Contract Term
- Outcomes, Objectives and Scope
- Guiding Principles, Key Business Requirements, Guardrails
- Economic Model
- Evaluation



# Concept and Approach

## **Executive Summary**

The Workplace Evolving Services and Technologies ("WEST") project is a Ministry of Health administered project for the provision of Workplace Technologies and related Services for the BC Health Organizations. The Ministry has overall accountability for this procurement and will be providing leadership oversight.

#### The WEST project is an important initiative that seeks to address three key areas:

- Provision of Workplace Technologies and the management of WEST-related Services that address the unique and challenging clinical requirements to enable patient care within each of the BCHOs in all clinical and community care environments, including high acuity areas such as Intensive Care Units, Emergency Departments and Surgical Services
- Provision of timely and adaptable support to the End Users utilizing the workplace devices and related services, focussed on enabling clinical workflows while resolving issues promptly in order to ensure highly available services in support of clinical care. In addition, the support of ad-hoc and one-time events such as emerging health risks (outbreaks) is a requirement
- The examination of transformational opportunities within the BCHOs, and the inclusion of practical innovation and flexibility to keep pace with the continual evolution of Workplace Technologies related to the Services in healthcare

## **Concept and Approach – Business Drivers**

#### The business drivers for change include:

- Healthcare, in general, is seeing a rapid rise in the use of technology; clinical environments continue to expand the use of technology to improve patient care
- The BCHOs need to leverage new processes and approaches to maintain or lower the cost of support
- The BCHOs anticipate an increase in the multitude and complexity of devices, applications and users

The conclusion reached is that the complexity and dynamics involved in delivering these types of workplace technology services in a healthcare environment using a transactional model, does not accommodate nor enable the needs of clinicians in a full 24/7 patient care environment

Page 5

## Concept and Approach – Key Healthcare Strategies

# The collective healthcare experience is that diversity must be included as a core service component.

#### **Integrated Support**

 Appropriate and integrated support means ensuring healthcare teams remain focused on delivering care including one contact point and high first call resolution resulting in minimal care interruption.

#### **Device Diversity**

Healthcare practice, will continue to evolve and utilize more specialized roles and approaches
especially as it relates to the use of technology.

#### Access

Patient encounters in most settings are measured in minutes, access to electronic systems is
essential to the adoption of Electronic Health Records (EHR). The need for rural and remote
access is a growing critical component to support further improvements

#### **Ongoing Innovation and Transformation**

 Healthcare specific and non-traditional devices that integrate into clinical workflows are continually under development and require special attention.

# Concept and Approach – Joint Solution Procurement (JSP)

- The Ministry and BCHOs believe an outcome-based framework allows the Service Provider and the BCHOs the ability to design optimal service delivery models utilizing the needed skills, experience, tools and scale of all parties to maximum effect
- BCHOs will conduct this procurement exploring the Vested® method for establishing an outcome-based contract to manage the end-to-end delivery of WEST-related Services
- The Desired Outcomes, Objectives, Performance Standards and Performance Measures are not expected to remain static over the Term of the Final Contract.
   A mutually defined governance structure to enable changes will be used.

# **Concept and Approach – JSP Decision**

#### The following activities informed the rationale to use a Joint Solution Procurement:

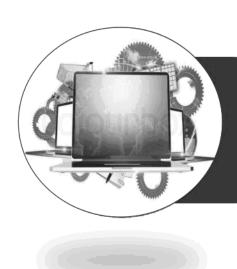
- BCHO assessment of various delivery models
- End-of-term review on the existing deal, conducted by The Deetken Group
- End User consultation
- Learnings from other alternative service delivery projects currently in place

#### The JSP is a structured, collaborative procurement process used to:

- Solve complex business problems
- Shares risks and rewards of the solutions
- Develop long term relationships with third parties that allow for flexibility and evolution over time

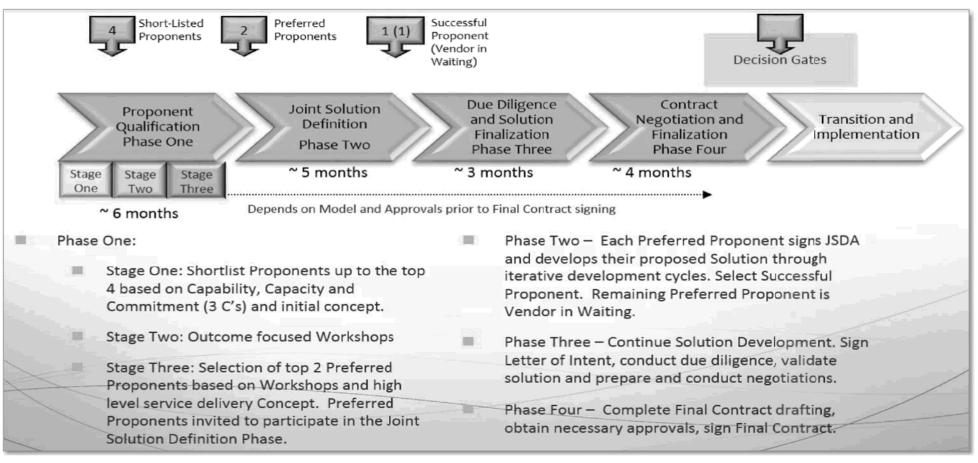
## **Concept and Approach – Vested®**

- The Vested® Method is recognized as a best practice framework for completing a highly collaborative, outcome-based outsourcing agreement focusing on:
  - An outcome-based business model versus a transactional business model
  - A relationship that focuses on the "what" and not the "how" that are transparent and trusting
  - An accountability framework with clearly defined and measurable outcomes
  - An economic model that optimizes and supports business outcomes
  - A governance approach of insight versus oversight
  - Operations that are responsive, adaptable and flexible



# JSP Phases and Timeline

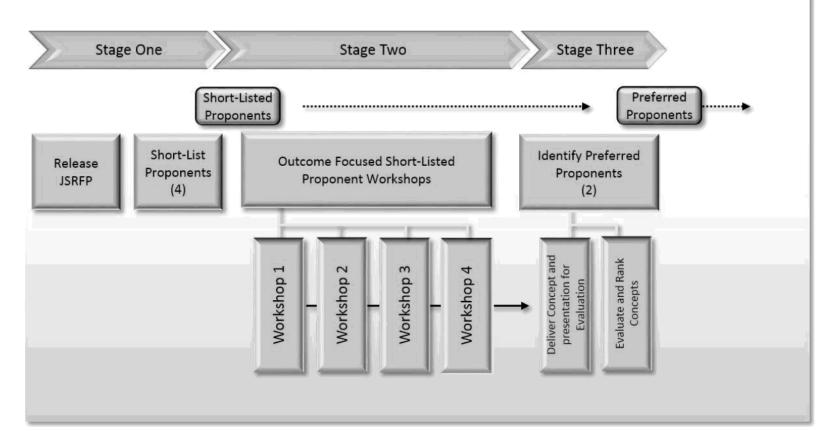
### **JSRFP Phases and Timeline**



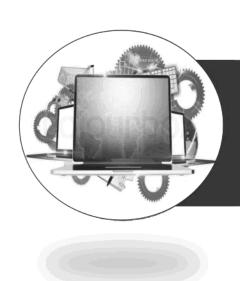
Page 11

### **Evaluation**

The JSP is a staged process that allows down select from many proponents, to four Short-listed Proponents, to 2 Preferred Proponents to the Successful Proponent



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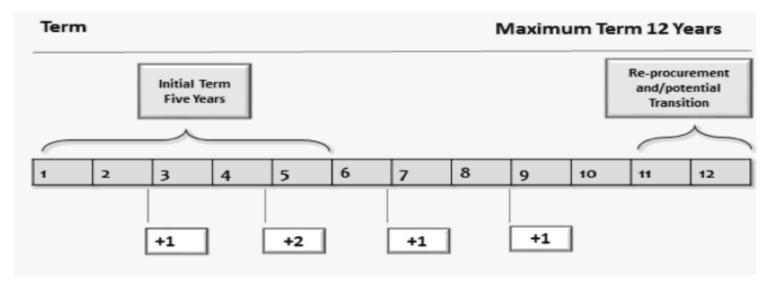
# Final Contract

### **Term of Final Contract**

# The initial term of the contract is anticipated to be five years, with the following extensions based on performance

- An earned one-year extension at the end of the second year
- · An earned two-year extension at the end of the fourth year
- An earned one-year extension at the end of each of the sixth and eighth year

An additional two-years can be added as required for re-procurement and transition



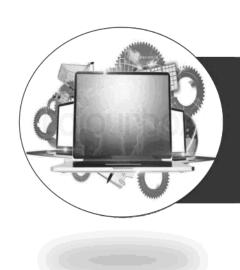
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## **Participants**

The initial signatories to the Final Contract are anticipated to be the Service Provider and BCCSS, for itself and as collective agent for the HAs.

It is anticipated that BCCSS will act as the contract administrator for management of the Final Contract.

Through the JSD Phase, or during the Term of the Final Contract a new governance framework, may be established for the management of Services delivery.



# Outcomes, Objectives and Scope

# **Health Outcomes and Objectives**

Desired Outcomes	Objectives
Responsive and flexible	<ul> <li>Adaptation to changing conditions</li> </ul>
Transparent and trusting relationships	<ul> <li>Collaborative governance</li> <li>Transparent and open business relationships</li> <li>Collaborative, informed and respectful workplace environment</li> <li>An environment that fosters knowledge development, retention, sharing and transfer</li> </ul>
Service excellence	<ul> <li>Eliminate disruptions and obstacles that impact people doing their jobs or services provided to citizens</li> <li>Continuous service improvement</li> <li>Stakeholder engagement/satisfaction</li> <li>Provide quality services that meet diverse business needs</li> </ul>
Innovation and transformation	<ul> <li>Anytime, anywhere access to information</li> <li>An environment of proactive continuous innovation</li> <li>Continuous focus on transformation</li> </ul>

# Health Outcomes and Objectives

Desired Outcomes	Objectives
Financial stewardship	<ul> <li>Deliver sustained value</li> <li>Collaborate to drive best value/total cost decisions</li> <li>Collaborate to drive changes or find optimizations in base technologies, solutions, and services</li> </ul>
Information security and privacy protection	<ul> <li>Maintain accreditation, certification and compliance to international standards</li> <li>Compliance with legislation and policy</li> <li>Mitigate evolving threat landscape</li> <li>Maintain security of information, devices and infrastructure</li> <li>Protect personal information from unlawful and inappropriate use and disclosure</li> </ul>
Risk management	<ul> <li>Effectively manage information security risk</li> <li>Effectively manage information privacy risk</li> <li>Effectively manage reputational risk</li> <li>Effectively manage financial risk</li> <li>Effectively manage patient safety risk</li> </ul>

# **Scope of the Opportunity**

- The JSRFP is intended to encompass the In-Scope Services and the Potential In-Scope Services for all devices and services that may be reasonably connected to the definition of Workplace Technologies, including new or innovative devices and services not known or used today.
- The Ministry and BCHOs are purposefully in not prescribing a complete set of In-Scope Services, in order to afford the Proponents flexibility in their approach to achieving the Desired Outcomes within the scope of a Workplace Technology service delivery.
- The Process will inform how the Final Contract can be leveraged over the medium term to long term, especially where particular instances of emerging technologies may not be able to be specifically identified today.

# Workplace definitions

"Workplace" means any land, premise, location or any other physical entity (e.g. mobile clinics) where people provide the services, care, and/or conduct any other business of the BCHOs

"Workplace Technologies" means devices or hardware, integration, interface, process or mechanism which an End User utilizes in order to access, exchange or create data and information in support of the varied work types present in each of the BCHOs, as well as related enabling IT hardware, software and related services

### JSRFP Scope

#### The JSRFP includes the following high-level scope statements:

- Customer-focused point of contact for incidents, service requests, information requests and other general enquiries
- Infrastructure and Services in support of Workplace Technologies
- Service and technology lifecycle management
- Service management Services required to achieve the stated outcomes
- Integration of Service Provider-provided Services with existing and emerging IT and clinical Services provided by one or more BCHOs and/or other service providers

# **Examples provided of In-Scope Services**

Service	Description and features
Service Desk	A customer focused point of contact for incidents, service requests, information requests and other general enquiries.
Deskside	Support services to users, both onsite and remote, for a variety of workplace devices and functionality including but not limited to deployment, changes, and break-fix support.
Service Management	Continuous improvement, innovation, incident management, problem management, change management, release management, asset management, configuration management, knowledge management, capacity management and request fulfillment.
Device Engineering	Specialized technical expertise and support for a variety of services which may include: technology standards, application packaging, image management, technology life cycle management, patch and anti-malware management, software distribution and emerging technologies.
Technology Refresh	Replacement of devices, including the re-installation of applicable software on the replacement device.

# **Potential In-Scope Services**

# The following are listed as example potential in-scope, over the term of the contract, for one or all BCHOs

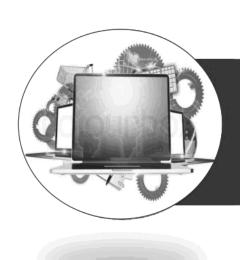
- Enterprise Mobility Management \* (EMM) support for mobile devices (smart phones & tablets)
- Workplace remote and virtual services
- Acquisition of End User computing devices
- Corporate conferencing and voice endpoint support
- Application performance monitoring
- Identity and access management
- Service management tools
- Any other evolving technologies related to the workplace environment

# Out-of-Scope Services

### The following are out-of-scope for the WEST project:

- Security threat management
- Print/Output management services
- Platform as a service (PaaS)\*
- Infrastructure as a service\*
- Network services, including wide area network (WAN); local area network (LAN) and WIFI
- Hosting services
- Voice infrastructure services\*

<sup>\*</sup>Except potential Service Provider tools used to deliver the Outcome Solution.



# Guiding Principles, Key Business Requirements, Guardrails

# **Guiding Principles**

The following guiding principles will be incorporated into the JSP process and will be manifest in the business relationship

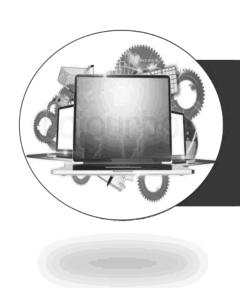
- Honesty
- Integrity
- Reciprocity
- Autonomy
- Loyalty
- Equity

The guiding principles will be foundational in developing a trusting, transparent and highly collaborative relationship to enable the achievement of the shared vision and the Desired Outcomes.

# **Key Business Requirements and Guardrails**

# The following key business requirements and guardrails are listed in the JSRFP

<b>Key Business Requirements</b>	Guardrails
1. Budget Management	<ol> <li>Privacy, Security and</li> </ol>
2. Intellectual Property	Confidentiality
3. Audit Rights	<ol><li>Freedom of Information</li></ol>
4. Data Ownership	3. Labour Relations and Staffing*
5. Final Contract Provisions	
Key Business Requirements are conditions that the BCHOs or Proponent deem critically important to form part of the Final Contract	Guardrails are boundaries, legal or other requirements, or structured parameters that are predetermined conditions of either the BCHOs or the Preferred Proponent that must be incorporated, with minimal room for negotiation, into the Final Contract
*For more information regarding Labour Relations and Staffing see appendix at the end of this deck	



# **Economic Model**

# **Financial Transparency**

- The Economic Model will require a high degree of collaboration and cooperation between the BCHOs and the Service Provider.
- It is required that the Service Provider provides full and complete financial and operational transparency regarding scope of work.
- The transparency requirement will include BCHO audit rights and is specific to the scope of work defined in the Final Contract.
- Financial transparency is meant to be for both parties.

# **Proposed Economic Model Objectives**

The proposed economic model supports achievement of the following objectives:

- Strong alignment of the performance fees to the desired outcomes
- Financial transparency into all costs and operational transparency into all activities related to provisioning the services
- Demonstration of value for money
- Ongoing measurement of performance using jointly defined performance measures
- Cost containment within annual budgets
- Flexibility and agility to handle permanent and temporary changes to in-scope services and scale
- Appropriate identification of risks and allocation to the appropriate party, risk management and risk mitigation plan
- Capacity and mechanism to make investments required to enable continuous improvement and future transformational opportunities
- A collaborative, outcome-based contract governance and relationship modelge 30

### **Proposed Economic Model Elements**

#### Key Outcome-Based Economic Model Elements

The proposed economic model has four key elements that taken together are intended to align the interests of the Service Provider to the BCHO's interests

#### 1. Cost Pass Through

The actual costs of providing base services are passed through to the BCHOs with no margin. This will help to ensure that cost growth, transaction growth and other misaligned incentives are not in place. Financial and operational transparency will be important to ensure costs are not a source of earnings, and will require periodic audits and clear visibility into relationships with subcontractors.

#### 2. Management Fee

The Management Fee includes a fixed dollar amount for managing the provision of base services to specified outcomes. The fee is generally not at risk, as long as the agreement is in place and the parties are in compliance with the terms of the agreement. The fee does not flex as costs increase or decline.

#### 3. Performance Fee

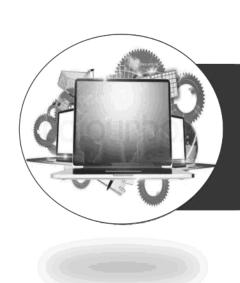
The performance fee will be payable depending on the Service Provider achievement against KPIs that measure the achievement against desired outcomes of the BCHOs.

#### 4. Special Investments

Special Investments can be put in place on a case-by-case basis in order to incent investment in projects that create an opportunity for service improvement through investment and innovation. Special Investments could be treated as a joint venture between the parties and evaluated on a case-by-case basis.

1.1

Confidential Draft for Discussion



# Governance and Stakeholder Relationship Management

# **Guiding Principles**

The Ministry and BCHOs anticipate that governance will be further discussed and jointly developed as part of the JSD Phase

The following are examples of activities that should be factored into the proponents outcome solution:

- Active Insight versus Oversight
- Collaborative Governance Structure
- Benchmarking
- Performance and Relationship Management Program
- Service Communications
- Continuity of Resources

# **Thank You**







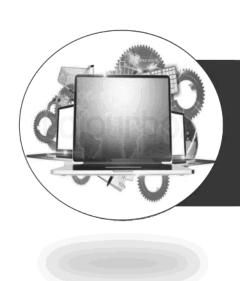












# Appendix



Together, we establish a trusted and transparent relationship that enables the strategic priorities of Health and delivers value and service excellence for our customers through innovation, flexibility, and optimized investment for Healthcare in British Columbia.

**BC Health Organisations** 

Labour Relations – HR Liability 2017 01 05

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# Introduction (cont.)

The current draft of the WEST JSRFP identifies *Labour Relations and Staffing* as a guardrail, stating:

 The BCGEU and the Government of BC have entered into a memorandum of understanding (MOU) regarding alternative service delivery projects and the manner in which staff are expected to be handled at the conclusion of any such deal.

Proponents will be provided with the 17<sup>th</sup> Master Agreement (BCGEU and the Province) and the Collective agreement (BCGEU and ISM Canada) in the Virtual Documents Room (VDR)

#### The JSRFP also states:

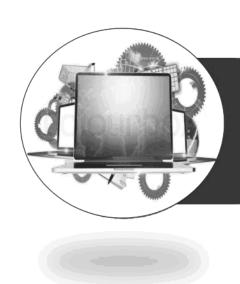
 Proponents are advised to seek independent legal advice with respect to any labour or employment law questions or considerations that they may have and, as a potential service provider, Proponents should undertake all appropriate due diligence to satisfy themselves as to the state and conditions of labour relations connected to the service solution and their ability to manage the labour relations aspects

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# Union Successorship

# **BCGEU Master Agreement – MOU 5**

MOU 5 – Re: Privatization and Alternative Service Delivery (ASD) states, in part:

 "If re-tendered the Employer will stipulate that the successful bidder will offer employment to incumbent members of the previous employer's operation to fill available employment opportunities which are not assigned to the bidder's current employees."

# **BCGEU Master Agreement – MOU 6**

#### MOU 6 – Re: Alternative Service Delivery (ASD) states, in part:

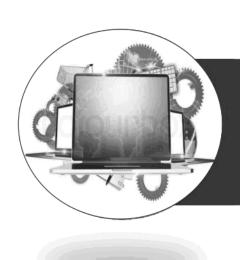
 Where no employees accept employment with the successful bidder and the employees have exhausted their rights under the collective agreement, the Union will refrain from pursuing a declaration of successor status.

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# Tri-Partite Agreement (TPA) obligations

# Tri-Partite Agreement (TPA) Article 19 – Termination Services

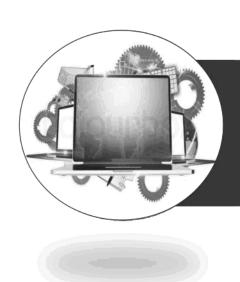
### TPA s19.6 states, in part:

- HSSBC shall make or cause the Alternative Services Provider to make offers of employment to all Eligible Employees...Offers of employment made to all Eligible Employees shall be on such terms and conditions as are comparable to the terms and conditions of their employment with IBM or ISM, as the case may be.
- Eligible Employees: all employees of IBM or ISM who, during the 12 months prior to the termination date, spent at least 75% of his or her time working in connection with the performance of Services (excluding the IBM Project Executive)

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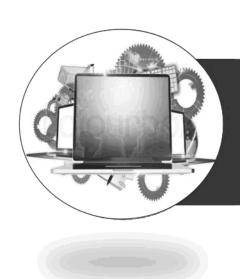
# ISM Collective Agreement

# **ISM Collective Agreement – LOU 6**

### Letter of Understanding #6 states, in part:

• In support of the renewal bid, the BCGEU commits to be ISM Canada's partner as part of the bid process. This will include, if asked by ISM Canada, to publicly state their support of the bid for renewal. In addition, the BCGEU will engage, at all levels of government, to promote and support the renewal bid.

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# Discussion and Decision

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From: Pearce, Alison HLTH:EX Feulgen, Sabine HLTH:EX s.17 To:

Cc:

Subject: BN WEST Status Update v.02 Draft Date: Tuesday, January 2, 2018 6:21:27 PM Attachments: BN WEST Status Update v.02 Draft.doc

Hi Sabine. Attached is the draft WEST Status Update BN as requested. Brad has reviewed and approved.

It will be cliff-ed and sent to your office tomorrow am.

Alison

# MINISTRY OF HEALTH BRIEFING NOTE FOR DECISION

# Cliff#

**PREPARED FOR:** Sabine Feulgen, Associate Deputy Minister, Corporate Services

TITLE: Workplace Evolving Services & Technologies (WEST) – Status Update

PURPOSE: To advise on status of the Health Authority workstation procurements.13,s.1

s.13,s.17

# **BACKGROUND:**

s.13,s.17

s.13,s.17,s.21,s.22

The WEST procurement has followed an established government Joint Solution Request for Proposal (JSRFP) process involving 4 phases:

- Phase 1: Development of a Procurement Strategy and JSRFP release.
- Phase 2: Proponent Response and Evaluation.
- Phase 3: Due Diligence and Outcome Solution Finalization.
- Phase 4: Contract Execution.

s.12,s.13,s.17,s.21

Approved	Not Approved

s.17

Program ADM/Division: Telephone: 250 356-2405 **Program Contact (for content):** Alison Pearce **January 2, 2018** Date:

Pearce, Alison HLTH:EX s.17 From:

To: Subject:

Update Tuesday, January 23, 2018 2:01:01 PM Date:

I just wanted to provide a WEST update \$.22 Hi <sup>s.17</sup>

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s.22

Α

Sent from my iPhone

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February 2, 2017

To All Proponents:

On behalf of the Ministry of Health and the BC Health Authorities (hereafter referred to as BCHOs<sup>1</sup>), I am pleased to issue this Joint Solution Request for Proposal (JSRFP) for the Workplace Evolving Services and Technologies (WEST) Project (formerly, Desktop Management Services).

Through this procurement, we are seeking to:

- Provide workplace technologies and to manage related services that will address the BCHOs' unique and challenging clinical / patient care requirements in all clinical and community care settings, including Intensive Care Units, Emergency Departments, and Surgical Services.
- Deliver timely and adaptable support to end users utilizing workplace devices and related services, focussed
  on enabling clinical workflows while resolving issues promptly to minimize clinical downtime and other work
  interruptions. This support must also include ad-hoc and one-time events such as emerging health risks
  (e.g., outbreaks).
- Examine and recommend transformational opportunities within the BCHOs that may provide innovative, practical and flexible responses to evolving and fast-paced workplace technologies and related services in health care.
- 4. Increase value for money and examine opportunities to reduce cost.

Through this collaborative JSRFP process, we intend to select a long-term service provider able to work in cooperation with the BCHOs and, in the future, other health organizations interested in onboarding onto the contract.

The JSRFP process is aligned with an outcomes-based methodology and has been selected to leverage the combined strengths, experiences and capabilities of the public and private sectors in jointly defining and achieving the best possible outcomes-based service delivery agreement.

I look forward to your submissions, and thank you in advance for your participation and contribution to this important procurement.

Sincerely,

Deborah Shera Assistant Deputy Minister, Health Information Sector, Ministry of Health

<sup>&</sup>lt;sup>1</sup> BC Health Organizations comprise all regional Health Authorities plus the Provincial Health Services Authority and the BC Clinical and Support Services Society.



# Ministry of Health

# Joint Solution Request for Proposal (JSRFP)

Workplace Evolving Services and Technologies ("WEST") Project for the BC Health Organizations

JSRFP Number: ON-002882

JSRFP Number: ON-002882 Issue Date: February 2, 2017

Proponents Meeting Date and Time: February 15, 2017, at 1:00pm Pacific Time (PT) Submission Date and Time: March 29, 2017, prior to 2:00pm Pacific Time (PT)

Schedule: Anticipated JSP Schedule (Section 1.10)

Definitions: Definitions and Administrative Requirements (Section 2.0)

#### **CONTACT PERSON & ENQUIRIES**

Proponents should direct all enquiries related to this JSRFP, by email, to Steve Bradbury (Contact Person) at <a href="mailto:procurement@gov.bc.ca">procurement@gov.bc.ca</a> who may respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information may be recorded and posted to BC Bid or otherwise distributed to prospective Proponents at the Ministry's discretion, and may be posted in their original form, in whole or in part, or may be reformulated by the Ministry at the Ministry's sole discretion.

#### **PROPONENTS MEETING**

A Proponents meeting is scheduled to be held on February 15, 2017 at Harbour Towers Hotel and Suites, 345 Quebec Street, Victoria, B.C. at 1:00pm PT. Proponents planning to attend should email the Contact Person above, stating the number of attendees. Minutes of the Proponents meeting may be taken. Attendance is not mandatory.

#### ACCESS TO THE VIRTUAL DOCUMENTS ROOM (VDR)

A Virtual Documents Room has been established to house documentation relating to this JSRFP. See Appendix J – List of VDR Documents for current documents available through the VDR.

Proponents who are interested in accessing the VDR should submit to the Contact Person at <a href="mailto:procurement@gov.bc.ca">procurement@gov.bc.ca</a>, a completed Appendix A — Declaration of Interest which includes the Non-Disclosure Agreement (Exhibit 1), Consent and Release (Exhibit 2) and the Agreement for Protection of IBM Confidential Information (Exhibit 3).

Proponents should register for a Business BCeID at: https://www.bceid.ca/register/

For further instructions on registering for a BCeID see Appendix A - Declaration of Interest. Please note that contact information submitted in the process of registering for a BCeID may be viewable to other Proponents and parties with access to the VDR.

# **BC BID ELECTRONIC SUBMISSION**

Stage One Submissions are to be provided electronically using BC Bid by the Stage One Submission Date and Time. Submissions should be provided in accordance with the BC Bid requirements and e-Bidding key requirements (found at <a href="www.bcbid.gov.bc.ca">www.bcbid.gov.bc.ca</a>). Proponents should note that e-Bidding is a subscription service that allows subscribers to electronically respond to e-Bid opportunities through BC Bid through the use of an e-Bidding Key, a non-transferrable electronic signature associated with the entity that has applied for it. The registration process for an e-Bidding Key involves submitting a form in addition to registering online, and normally takes at least two business days to complete. A registration guide is available under Downloadable Guides on the BC Bid homepage:

http://www.bcbid.gov.bc.ca/custom/BCBidRegistrationGuide.pdf

For assistance, contact the BC Bid Help Desk at 250-387-7301 or bcbid@gov.bc.ca

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## OPPORTUNITY OVERVIEW

### 1.1. Executive Summary

The Workplace Evolving Services and Technologies ("WEST") project is a Ministry of Health administered project for the provision of Workplace Technologies and related Services for the BC Health Organizations (the "BCHOS").

The Ministry has overall accountability for this procurement and will be providing leadership oversight. Upon successful completion of this procurement (and subject to future Onboarding), the signatories of the Final Contract will be the Contracting Parties.

The WEST project is an important initiative that seeks to address four key areas:

- a. Provision of Workplace Technologies and the management of WEST-related Services that address the unique and challenging clinical requirements to enable patient care within each of the BCHOs in all clinical and community care environments, including high acuity areas such as Intensive Care Units, Emergency Departments and Surgical Services;
- b. Provision of timely and adaptable support to the End Users utilizing the workplace devices and related services, focussed on enabling clinical workflows while resolving issues promptly in order to ensure highly available services in support of clinical care. In addition, the support of ad-hoc and one-time events such as emerging health risks (outbreaks) is a requirement; and
- c. The examination of transformational opportunities within the BCHOs, and the inclusion of practical innovation and flexibility to keep pace with the continual evolution of Workplace Technologies related to the Services in healthcare.
- Increase value for money and examine opportunities to reduce cost.

The Ministry is seeking a long term collaborative business relationship with a Service Provider able to deliver Services for Workplace Technologies for the BCHOs. Together, the Service Provider and the BCHO's will ensure that the Services are appropriately delivered and End User-nuanced, and do not compromise the delivery of clinical healthcare services.

The Ministry and BCHOs have assessed various delivery models, conducted an end-of-term review on the existing deal, consulted with stakeholders and certain End Users and engaged in learning opportunities from other alternative service delivery projects currently in place. The outcome of this work concludes that the complexity and dynamics involved in delivering these types of workplace technology services in a healthcare environment using a transactional model does not accommodate, or enable, the needs of clinicians in a full 24/7 patient care environment.

Healthcare in general is seeing a rapid rise in the use of technology. As clinical environments continue to expand the use of technology to improve patient care, the BCHOs need to ensure service delivery models do not impede this progress either through contractual barriers or linear cost increases. The BCHOs expect to leverage new processes and service delivery approaches to optimize overall spend and materially lower the cost of support. Some amount of standardization exists today amongst the BCHOs. It is expected further standardization opportunities will be realized through solutioning and over the Term of the Final Contract, however, given the diverse requirements within individual BCHOs, full Workplace Technologies standardization across all BCHOs should not be viewed a key business driver.

The Ministry and the BCHOs believe an outcome-based framework allows the Service Provider and the BCHOs the ability to design optimal service delivery models, utilizing the needed skills, experience, tools and scale of all parties to maximum effect. The Ministry and BCHOs, through an outcome-based and

relational framework, will be focussed on achieving, improving and adapting outcomes and objectives over the long term with a Service Provider who shares a joint vision with the Ministry and BCHOs.

On behalf of the Ministry, the BCHOs will conduct this procurement applying the JSP methodology and exploring a framework for establishing a collaborative contract and jointly managing the end-to-end delivery of Services to achieve mutually agreed outcomes. The BCHOs are seeking a contract model where all Contracting Parties are incented to reduce the number of costly incidents and interactions and seek innovative solutions to enable and enhance clinical care.

The Ministry and the BCHOs believe that the key to achieving mutually agreed outcomes is grounded in the relationship between the Contracting Parties. Building a highly collaborative relationship with the Service Provider, while emphasizing creating and sharing value for everyone involved, is key to achieving mutually agreed outcomes and overall value. Equally as important are the continued efforts to learn from interactions and experiences between the BCHOs and the Service Provider over time to ensure the Desired Outcomes are reached and the relationship becomes increasingly valuable.

#### 1.2. Process Overview

A JSP Process is a multi-staged procurement process that has been used in the past for Government of British Columbia and BC broader public sector entities to procure services for complex, large scale contracts.

For the WEST project, the Ministry and the BCHOs have specifically selected an outcome-based JSP Process, utilizing tools and methods from the Vested® best practice business model and methodology. This combined approach provides an opportunity to jointly solution services that are focussed on achieving the proposed Desired Outcomes referenced in this JSRFP; while setting the stage for a mutually beneficial long term relationship in the workplace technology and services marketplace with a best in class Service Provider. The Ministry and BCHOs are interested in shifting from a conventional 'buy/sell' business model focusing on transactions to a relationship-based business model focusing on outcomes.

The BCHO environment is unique, with diverse technology needs and a province-wide geographical footprint spanning large urban centres to remote rural sites. While there are many common requirements in the service delivery and technology areas, there are important and nuanced differences between these BCHOs that must not be ignored. In the end, the objective of the WEST procurement is to enhance the capability of the BCHOs to leverage technology and related services to systemically improve health services wherever they are located in the province of BC.

The Ministry and the BCHOs envision the stages and phases of the JSP Process being delivered with a deliberate outcome in mind as follows:

a. Beginning with the return of Submissions by Proponents, the Ministry and the BCHOs intend to identify best-in-class companies with the skills to do the full scope of work needed by the BCHOs. The conceptual approach included in the Submission will demonstrate the expertise of the Proponent in understanding the needs, challenges and opportunities of the BCHOs, referencing skills and knowledge gained in other deals and considering the data provided in the VDR. The Proponent will submit a conceptual (but realistic) model that resonates with the business. The Ministry and the BCHOs desire a model that addresses how an outcome-based approach by the proponents will focus service delivery at the point of the End User, regardless of where the End User is located in the province of BC, and how an economic model can be geared to facilitate this strategic outcome. The Stage One Evaluation Committee will identify the Short-Listed Proponents based on evaluations of Submissions against the Stage One evaluation criteria.

- b. Using tools from the Vested® Method, each Short-Listed Proponent will engage in facilitated, outcome-based workshops, and together with staff, contractors and subject matter experts from the BCHOs will begin building the basic documents that will eventually become schedules in the Final Contract. This is an opportunity for each Short-Listed Proponent to get a deeper understanding of the BCHOs' proposed Desired Outcomes. This 4-day period of interaction will allow both sides to gauge the commitment and capability of the other to form the relational linkages that will carry forward through the remaining phases of the JSP Process and will be a foundation to build on throughout the Term of the Final Contract.
- c. The Shortlisted Proponents will develop a written Concept, based on the conceptual approach previously included within the Submissions, combined with information and knowledge gained in the Stage Two workshops. The Stage Two Evaluation Committee and the Stage Three Evaluation Committee, respectively, will identify the Preferred Proponents based on evaluations of the Stage Two workshops and the written Concept.
- d. The Joint Solution Definition Phase with the Preferred Proponents is where detailed joint solution work will take place with representatives from the BCHOs, the Ministry (if applicable), and subject matter experts, including those representing clinical, operations and technology. The interactions are envisioned to include face-to-face interactive discussions on topics making up the eventual deal structure. These sessions will be collaborative in nature; however, they will be predominately driven by the Preferred Proponents as they gather information and share ideas with the BCHOs' representatives in support of the Outcome Solutions. The Ministry and the BCHOs expect that the Preferred Proponents will bring their expertise in the various subject matters and continue to build alignment to outcome-based principles while demonstrating an ability to build an Outcome Solution that satisfies and addresses each of the BCHOs' needs. In parallel the Preferred Proponents may request in-person interviews (or teleconference calls) with executives, subject matter experts or end users (such as clinical or business) in order to better understand a problem item or to ensure their due diligence analysis is complete as their Outcome Solution is built. Any request for in-person (or teleconference calls) will generally be of 1-hour length. Preferred Proponents will not be permitted to contact Ministry or BCHO staff directly. All interviews will be attended by an observer designated by the Province. The purpose of the observer is to ensure consistency in messaging by the individual to the two Preferred Proponents on similar questions and so as to help the individual maintain separation in solution discussion. This approach is intended to protect against inadvertent cross pollination of ideas across the Preferred Proponents. The observer will also make a decision on material information that may be needed to be disclosed to the other Preferred Proponent. An example of this situation may be an emerging issue raised in response to a question that is deemed to be material to the needs of the Ministry and/ or the BCHOs and which needs to be addressed by both Preferred Proponents.
- e. The Successful Proponent arising from the JSD Phase will continue to build out the Outcome Solution with the Ministry and the BCHOs and to negotiate deal terms that will ensure the Services address the point at which service delivery takes place and where it needs to be measured (systemically and focused on End Users), such that outcomes are able to have measurable impacts throughout the BCHOs' business chains and, in particular, at the clinical point of delivery.

#### 1.3. WEST Vision

The WEST project has drafted a health-focussed vision statement, which will be further refined to reflect a shared vision with the Short-Listed Proponents during the Proponent Qualification Phase.

"Together, we establish a trusted and transparent relationship that enables the strategic priorities of health and delivers value and service excellence for our customers through innovation, flexibility, and optimized investment for healthcare in British Columbia."

# 1.4. WEST Desired Outcomes

The Service Provider will be expected to work together with the BCHOs to manage the Services within an outcome-based contractual framework, ensuring the achievement of the jointly-developed Desired Outcomes, Objectives and Performance Standards over the Term of the Final Contract.

The BCHOs and the Ministry have developed the following Desired Outcomes and Objectives for initial consideration by Proponents. These Desired Outcomes and Objectives may be further developed and adapted throughout the course of the JSP Process. Proponents are encouraged to provide input through the JSP Process regarding the articulation of Desired Outcomes and how these will inform service delivery; and are encouraged to consider the Strategic Drivers and the BCHO considerations and requirements set forth in Section 4.2, below, when doing so.

Table 1 - WEST Proposed Desired Outcomes and Objectives

<b>Desired Outcomes</b>	Objectives		
Responsive and flexible	<ul> <li>Adaptation to changing clinical and business requirements</li> <li>Adaptation to evolving and new technologies</li> <li>Ability to modify processes in response to unique and emergent situations</li> <li>Flexibility to handle permanent and temporary changes in scale and scope</li> </ul>		
Transparent and trusting	Collaborative governance		
relationships	<ul> <li>Transparent and open business relationships</li> </ul>		
	Collaborative, informed and respectful workplace environment		
- 35000 3000	An environment that fosters knowledge development, retention, sharing and transfer		
Service excellence	Eliminate disruptions and obstacles that impact people doing their jobs or services provided to citizens     Continuous service improvement     Stakeholder engagement/satisfaction     Provide quality services that meet diverse business needs		
Innovation and transformation	Anytime, anywhere access to information     An environment of proactive continuous innovation     Continuous focus on transformation		
Financial stewardship	<ul> <li>Deliver sustained value</li> <li>Collaborate to maximize value while optimizing costs</li> <li>Collaborate to drive improvements and find optimizations in base technologies, solutions, and services</li> </ul>		
Information security and privacy protection	Maintain accreditation, certification and compliance to international standards		

	Compliance with legislation and policy     Mitigate evolving threat landscape     Maintain security of information, devices and infrastructure     Protect personal information from unlawful and inappropriate use and disclosure      Effectively manage information security risk     Effectively manage information privacy risk     Effectively manage reputational risk     Effectively manage financial risk     Effectively manage patient safety risk	
Risk management		

Further to Table 1, the Desired Outcomes, Objectives, and Performance Standards will be outlined in the draft Requirements Roadmap Document, referenced as Appendix G1 in the VDR.

### 1.5. Purpose of this JSRFP

The Ministry, on behalf of the BCHOs, is interested in receiving Submissions from qualified and experienced Proponents with the capability, capacity and commitment to deliver a world-class, flexible and innovative WEST Outcome Solution.

It is preferable that prospective Proponents are able to demonstrate experience in delivering services as a prime-contractor in a multi-organizational environment, operating under one service agreement.

The Ministry and BCHOs are interested in a single contract for all Services with one Service Provider (which may include Subcontractors). The Service Provider will be completely responsible and accountable for the provision of all Services for which they have accountability, including any services that may be provided by its subcontractors.

## 1.6. Guiding Principles

The Ministry and the BCHOs have incorporated the following six guiding principles into the JSP Process and intend that these principles are manifest in the business relationship between the parties throughout the Term of the Final Contract and will guide the parties during the JSP Process:

- Honesty
- Integrity
- Reciprocity
- Autonomy
- Loyalty
- Equity

The guiding principles will be foundational in developing a trusting, transparent and highly collaborative relationship to enable the achievement of the shared vision and the Desired Outcomes.

These will be further explored during the JSP Process as further described in Section 6.2.3.

## 1.7. Term of Final Contract

The Term of the Final Contract is anticipated to have a minimum of five years with a potential term up to 10 years (earned as Performance Incentives, based on the achievement of Performance Standards as defined during the JSP Process), with a final additional two years (as needed by the BCHOs) for reprocurement and transition, for a potential maximum duration of 12 years.

Within the scope of the time periods set forth above, the Ministry and the BCHOs anticipate the extension schedule (Figure 1) as follows, all of which are at the ultimate discretion of BCCSS and are dependent at a minimum on successful performance:

- · Addition of an earned one-year extension at the end of the second year of the Term;
- · Addition of an earned two-year extension at the end of the fourth year of the Term;
- Addition of an earned one-year extension at the end of the sixth year of the Term; and
- Addition of an earned one-year extension at the end of the eighth year of the Term, if
  applicable.

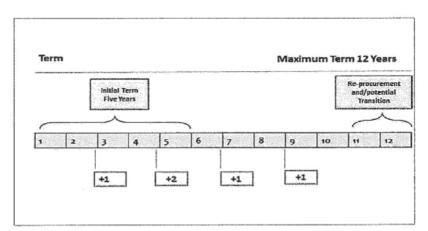


Figure 1 - Term of the Final Contract, including earned Performance Incentive years

## 1.8. Contracting Parties

The initial signatories to the Final Contract are anticipated to be the Service Provider and BCCSS, for itself and as collective agent for the HAs.

The Ministry anticipates that a division of BCCSS will act as the contract administrator for management of the Final Contract. Despite the foregoing, through the solutioning in the JSD Phase, or during the Term of the Final Contract a new governance framework, may be established for the management of Services delivery.

## Joint Solution Procurement Process (JSP Process) Overview

This JSP Process is designed to identify Proponents who are knowledgeable, capable, committed and have the capacity to deliver the Services in an outcome-based framework. The BCHOs will be exploring the Vested® Method for developing an outcome-based contract through a four phase time-boxed JSP Process. This approach introduces outcome-based thinking early in the shortlisting process (Figure 2):



Figure 2 - JSP Process

- Phase one is the Proponent Qualification Phase, consisting of three stages;
- Phase two is the Joint Solution Definition Phase and introduces activities for building out the proposed solutions;
- Phase three is the Due Diligence and Outcome Solution Finalization Phase to finalize the solution and deal structure; and
- Phase four is the Contract Negotiation and Finalization Phase with the Successful Proponent to address and negotiate any remaining work on the Final Contract.

Further detail on the JSP Process is provided in Section 6.1 of this JSRFP.

# 1.10. Anticipated JSP Schedule

The following is the estimated timeline, which may be revised by the Ministry as the JSP Process progresses.

Table 2 – Anticipated JSP Process Schedule

Phase	Activity	Anticipated Dates/ Duration
Phase One	Release the JSRFP	February 2, 2017
(Proponent Qualification Phase)	Declaration of Interest Forms Received	Before Accessing VDR
Stage One	Proponent Meeting	February 15, 2017
	Submissions received by the Stage One Submission Date.	March 29, 2017
	Government and Customer References received as described in Appendix F – Vendor Reference Check Review Process	Submitted with Stage One Submission
	Government and Customer References checks completed in accordance with Appendix F – Vendor Reference Check Review Process	Completed in accordance with Appendix F – Vendor Reference Check Review Process
	Submissions evaluated by the Stage One Evaluation Committee. Proponents short-listed.	
Phase One (Proponent Qualification Phase) Stage Two	BCHOs engage in a 4-day workshop with each Short-Listed Proponent.	
Phase One	Short-Listed Proponents prepare and deliver a	~ 3 months
(Proponent Qualification	Concept for evaluation and a presentation to	
Phase) Stage Three	provide a Concept overview. Preferred Proponents announced. Preferred Proponents	

Phase	Activity	Anticipated Dates/ Duration
THE STATE OF THE S	Agreements.	
Phase Two JSD (Joint Solution Definition Phase)	Joint Solution Definition Phase workshops begin with Preferred Proponents.	~ 2 to 3 months (Subject to scope of solution definition)
	Preferred Proponents each submit their Outcome Solution. Outcome Solutions evaluated by the Phase Two Evaluation Committee. Successful Proponent announced.	~ 1 to 2 months
Phase Three Due Diligence and Outcome Solution Finalization Phase	Ministry, BCHOs and Successful Proponent conduct respective due diligence and jointly finalize the Successful Proponent's Outcome Solution.	~ 3 to 4 months
Phase Four Contract Negotiation and Finalization Phase	Negotiation of Final Contract. Ministry, BCHOs and Successful Proponent confirm the Final Contract and seek necessary approvals.	~ 2 to 3 months

The BCHOs are interested in expediting the process and the Ministry may make adjustments to the anticipated dates and duration of the JSP Process phases.

# DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS

The following definitions apply to this JSRFP and the singular is interchangeable with the plural:

- a) "BC" or "British Columbia" means British Columbia, a province of Canada;
- b) "BCCSS" means BC Clinical and Support Services Society which is a British Columbia Society constituted under the Society Act and includes any successor, replacement or affiliated entities from time to time;
- c) "BC Health Authorities" or "HAs" means, collectively: (i) PHSA; and (ii) the five British Columbia regional Health Authorities, all of which are constituted under the Health Authorities Act, namely Fraser Health Authority, Interior Health Authority, Northern Health Authority, Vancouver Coastal Health Authority and Vancouver Island Health Authority;
- d) "BC Health Organizations" or "BCHOs" means, collectively, the HAs and BCCSS and includes, as the context may require, all Future BCHOs who Onboard to the Final Contract:
- e) "BCGEU" means the BC Government and Employees Union;
- f) "Business Day" means a day of the week other than a Saturday, Sunday or statutory holiday, in which government offices in the province of British Columbia are regularly open for business
- g) "Concept" means the refined conceptual approach that is provided in writing by a Short-Listed Proponent to the Ministry during Stage Three of the Proponent Qualification Phase;
- "Contact Person" means the designated person identified as the single point of contact for all access requests and is responsible for communicating with Proponents during the Proponent Qualification Phase;
- "Contract Negotiation and Finalization Phase" means phase four of this JSP Process which commences upon the Ministry notifying the Successful Proponent that the Ministry (through the BCHOs) will commence negotiations and finalization of the Final Contract with the Successful Proponent and ends upon the execution of the Final Contract;
- j) "Contracting Parties" means the initial signatories to the Final Contract, which are

- anticipated to be the Service Provider and BCCSS, for itself and as collective agent for the HAs;
- "Cost-Pass Through" means the actual costs of providing the Services with no profit taking or additional mark-ups;
- "Desired Outcomes" means the initial set of I) outcomes that are proposed by the BCHOs within this JSRFP and then jointly developed, refined and agreed with Proponents during the JSP Process, based on a consideration of, among other things, the Strategic Information set out in Appendix G2 and the BCHO considerations and requirements set out in Section 4.2. Desired Outcomes reflect value for results, and are expressed in a limited set of high-level objectives and metrics with explicit definitions for how success is measured and incented in a mutually beneficial long term relationship, and are further described in Section 1.4 of this JSRFP:
- m) "Due Diligence and Outcome Solution Finalization Phase" means phase three of this JSP Process which commences on selection of the Successful Proponent and ends on commencement of the Contract Negotiations and Finalization Phase;
- "Economic Model" means the WEST-related costs which include the total fiscal year costs associated with: the Cost-Pass Through amount; the Management Fee amount; one or more Performance Incentives and the Special Investments amount;
- "Element" means a schedule or exhibit that make up the Vested® agreement structure and is further described in Section 5.4 of this JSRFP (Figure 4);
- p) "End User" means a BCHO affiliated individual who the Service Provider delivers Services to on behalf of the BCHO and includes: (i) individuals affiliated with BCCSS and the HAs and with any healthcare body (as that term is defined in Freedom of Information and Protection of Privacy Act), hospital, clinic, laboratory or other facility that is owned, funded, managed by or affiliated with BCCSS or any of the HAs; (ii) any other person that has contracted to use or share the information and management

systems of BCCSS or any of the HAs and who will receive Services; and (iii) any electronic information klosk that is provided for public use by any of the BCHOs and any of the Future BCHOs that Onboard to the Final Contract;

- q) "Final Contract" means the written agreement(s) executed by the Contracting Parties resulting from completion of the Contract Negotiation and Finalization Phase, as more particularly described in Section 6.4 of this JSRFP:
- "Future BCHOs" means: (i) any successor or replacement to any of the BC Health Authorities, or any additional or affiliated health authorities created by the Province for similar purposes from time to time; (ii) any hospital district board, health authority, health sector organization, health agency or society that currently exists but is not one of the BCHOs expressly referenced herein, including without limitation, the First Nations Health Authority; and (iii) any future hospital district board, health sector organization, health agency or society that may be created under existing or future legislation or regulation within British Columbia or that may be created through a amalgamation, future directive reorganization of any BC Health Authority;
- s) "Guardrail" means a boundary, legal or other requirement, or structured parameter that is a predetermined condition of either the BCHOs or the Preferred Proponent that must be incorporated, with minimal room for negotiation, into the Final Contract;
- t) "Information Control Office" or "ICO" means the JSP Process information management control structure that is established to control the flow of information between the Ministry and Preferred Proponents during the Joint Solution Definition Phase and subsequent phases of the JSP Process;
- "In-Scope Services" are the Services for the WEST project as outlined in Section 5.5 of this JSRFP, which will be the subject of the Final Contract;
- "Intellectual Property" means any and all inventions, methods and processes, whether patentable or not, literary, artistic and other copyright protected works, industrial designs, trade-marks, trade, business or domain names.

rights in concepts, know how, show how and trade secrets and includes all applications and registrations for patent, copyright, trade-mark and industrial design protection in respect of all such property and all other intellectual property rights which may now or in the future exist in respect of all such property;

- "Joint Solution Definition Agreement" or "JSDA" means the agreement that will be entered into by each Preferred Proponent prior to the Joint Solution Definition Phase which will include the provisions described in Appendix C;
- x) "Joint Solution Definition Phase" or "JSD Phase" means phase two of the JSP Process which commences upon invitations being extended to Preferred Proponents to enter into phase two of this JSP Process and ends upon an invitation being extended to one of the Preferred Proponents to become the Successful Proponent;
- y) "JSP Process" means the Joint Solution Procurement approach for the WEST project, as outlined in Section 6.1 of this JSRFP;
- "JSRFP" means this Joint Solution Request for Proposal document and any amendments to it;
- aa) "Key Business Requirement" or "KBR" means a condition that the BCHOs or Proponent deem critically important to form part of the Final Contract as referenced in Section 5.2;
- bb) "Key Performance Indicators" means the metrics used to measure or evaluate performance which, in the context of this JSRFP, refers to the factors that are crucial to the successful delivery of the Services that best meet the requirements and changing needs of the BCHOs. Key Performance Indicators within the WEST project will be developed and refined during the JSP Process and will be aligned with the Desired Outcomes and Objectives:
- cc) "Letter of Intent" means the non-binding document that will be entered into by the Ministry, the BCHOs and the Successful Proponent prior to commencement of the Due Diligence and Outcome Solution Finalization Phase;

- dd) "Management Fee" means the fee paid to the Service Provider that is a fixed dollar amount for managing the scope of Services;
- ee) "Ministry" means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Health;
- ff) "Objective" means a specific result that a person or system aims to achieve within a time frame and with available resources:
- gg) "Onboard" or "Onboarding" means, as the context may require, either or both of: (i) the process by which the current individual BCHOs can consume Potential in-Scope Services; and (ii) the mechanism that will allow Future BCHOs to consume In-Scope and Potential In-Scope Services over the term of the Final Contract, as is more particularly described in Section 5.7 of this JSRFP;
- hh) "Outcome Solution" means the solution that is developed during the JSD Phase by each of the Preferred Proponents in response to the business goals and the BCHOs' proposed Desired Outcomes. The Outcome Solution is submitted by each of the Preferred Proponents in written form at the end of the JSD Phase in phase two, for evaluation by the evaluation committee set up by the Ministry for that purpose;
- ii) "Performance Incentives" means an incentive, whether financial or otherwise, provided to the Service Provider under the Final Contract that is contingent on the Service Provider meeting and exceeding specific Performance Measures (including Desired Outcomes) in the delivery of Services:
- ij) "Performance Measures" means the operational and financial Key Performance Indicators that will be used to determine payments and other incentives associated with the Performance Incentives. Performance Measures are expected to be aligned and measure the degree to which the BCHOs are achieving their Desired Outcomes in the receipt of Services provided by the Service Provider;
- kk) "Performance Standards" mean established measures of success which support and are aligned to the Objectives;

- "Performance Work Statement" means a formal document created by the Service Provider to document its methods of delivering the Services. A Performance Work Statement is used in an outcome-based approach instead of a traditional statement of work to provide the Service Provider with the authority to make changes to how work is performed;
- mm) "Potential In-Scope Services" means the Services which the Service Provider may be given the opportunity to provide, pursuant to this JSRFP and the Final Contract that are additional to the In-Scope Services, and where such services are reasonably connected to the definition of Workplace Technologies used in this JSRFP;
- nn) "Phase Two Evaluation Committee" means the evaluation committee tasked with evaluating the phase two Outcome Solutions submitted by the Preferred Proponents;
- oo) "PHSA" means Provincial Health Services
  Authority, which is a British Columbia Society
  constituted under the Society Act and includes
  all the agencies listed here:
  http://www.phsa.ca/our-services/agencies and
  any successor, replacement or affiliated
  entities of PHSA and its agencies from time to
  time;
- pp) "Preferred Proponents" mean up to two Short-Listed Proponents who are invited by the Ministry to advance to the JSD Phase and who sign the JSDA;
- qq) "Proponent" means the entity that submits, or intends to submit, a Submission in response to this JSRFP, and where the Submission consists of a joint submission or contemplates the use of Subcontractors, then the Proponent is the lead entity or prime-contractor responsible for the Submission:
- rr) "Proponent Qualification Phase" means the first phase of the JSP Process which commences upon the release of this JSRFP and ends upon invitations being extended by the Ministry to Preferred Proponents to move forward into the JSD Phase;
- ss) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- tt) "Requirements Roadmap" is a tool used in the Vested® Method to link Objectives and

Performance Standards to Desired Outcomes as further described in Appendix G1 of this JSRFP:

- uu) "Restricted Party" means a person who has participated or been involved in, or currently is participating in or is involved in:
  - · the JSP Process;
  - the design, planning or implementation of WEST;

and as a result has an actual conflict of interest or may provide a material unfair advantage to any Proponent or Proponent team member or may provide confidential information to any Proponent or Proponent team member that is not, or would not reasonably be expected to be, available to other Proponents or their Proponent team members and includes, if the person is a corporate entity or a partnership, the Person's former and current directors. officers, employees, and partners, as applicable, and further includes each of the persons listed in Section 2.6 of this JSRFP, and any other person that may, from time to time, be specifically identified by the Ministry as Restricted Parties, as "Restricted Party" means any one of such persons.

- vv) "Scope of the Opportunity" means the In-Scope Services and Potential In-Scope Services as more particularly described in Sections 5.5 and 5.6 of this JSRFP;
- ww) "Service" or "Services" means the services that will be delivered by the Service Provider to the BCHOs and any Onboarded Future BCHOs, as applicable, over the Term of the Final Contract, and for greater clarity will include any applicable In-Scope Services and any Potential In-Scope Services;
- xx) "Service Provider" means the Successful Proponent who enters into a Final Contract with the HAs and BCCSS;
- yy) "Service Provider WEST-Related Costs" means all costs related to provisioning the Services and the management of the Services;
- zz) "Short-Listed Proponents" means those Proponents that are selected by the Stage One Evaluation Committee to proceed to Stage Two of the JSP Process;

- aaa) "Special Investments" means monetary and non-monetary investments as described in the Economic Model in Appendix H. Special Investments are intended to facilitate opportunities which use innovations requiring investment to optimize and/or achieve Desired Outcomes and Objectives;
- bbb) "Stage One" means the initial stage of the Proponent Qualification Phase during which Submissions will be created and submitted by Proponents to the Ministry and evaluated by the Stage One Evaluation Committee;
- "Stage One Evaluation Committee" means the evaluation committee tasked with evaluating the Stage One Submissions submitted by the Proponents:
- ddd) "Stage Three" means the final stage of the Proponent Qualification Phase during which the Proponents who participated in the Stage Two workshops will submit their Concepts in writing to the Ministry for evaluation by the Stage Three Evaluation Committee;
- eee) "Stage Three Evaluation Committee" means the evaluation committee tasked with evaluating each of the Short-Listed Proponent's Concept;
- fff) "Stage Two" means the second stage of the Proponent Qualification Phase when the Short-Listed Proponents will be asked to participate in individual workshops with representatives of the BCHOs;
- ggg) "Stage Two Evaluation Committee" means the evaluation committee tasked with evaluating the Short-Listed Proponent's Stage Two workshops;
- hhh) "Statement of Intent" means the document describing the behaviors the Contracting Parties will use to work together in pursuit of their shared WEST vision and Desired Outcomes, as is more particularly described in Section 6.2.3 of this JSRFP;
- "Strategic Drivers" means the key elements or critical factors that frame the BCHOs' success or failure against their defined strategies. The BCHOs' strategies and Strategic Information are located in Appendix G2;
- jjjj) "Subcontractors" means entities that are included or intending to be included in a Submission with a Proponent or are retained

- by the Service Provider to perform certain services in respect of the Final Contract;
- kkk) "Submission" means the written submission required for Stage One of the Proponent Qualification Phase;
- "Submission Date and Time" means the time and date on the cover page of this document;
- mmm) "Submission Form" means the document provided as Appendix B to this JSRFP;
- nnn) "Successful Proponent" means the Preferred
  Proponent who is invited to advance to the
  Due Diligence and Outcome Solution
  Finalization Phase;
- ooo) "Taxonomy" means an approach for capturing work and workload allocation to be performed under the Final Contract. In this respect, it represents the list of services that inform the Scope of the Opportunity and sets out the work process (and sub-process) detail that is to be performed by the Service Provider and/or the BCHOs. The Taxonomy will be developed jointly throughout the JSP Process;
- ppp) "Term" has the meaning ascribed to it in in Section 1.7 of this JSRFP;
- qqq) "Tri-Partite Agreement" or "TPA" means the Broader Public Sector Tri-Partite Agreement dated December 31, 2010 among IBM Canada Limited, Health Shared Services BC, a division of Provincial Health Services Authority, as collective agent for the HAs and the Province for the provision of the desktop managed services specified in the TPA;
- "Vested® Method" means the outcome-based methodology developed by the University of Tennessee;
- sss) "Virtual Documents Room" or "VDR" means a secure digital repository for information relevant to the JSP Process and the contents of the VDR are further described in Appendix J of this JSRFP;
- ttt) "Workplace" means any land, premise, location or any other physical entity (e.g. mobile clinics) where people provide the services, care, and/or conduct any other business of the BCHOs;
- uuu) "Workplace Evolving Services and Technologies" or "WEST" means the project described in this document, beginning with the

- JSP Process and continues through the contracting, transition, and transformation of the Services;
- vvv) "Workplace Support Services Contract" or "WSS Contract" means the existing Master Services Agreement dated December 3, 2004, between the Ministry of Technology, Innovation and Citizens' Services and IBM Canada Limited; and
- www) "Workplace Technologies" means devices or hardware, integration, interface, process or mechanism which an End User utilizes in order to access, exchange or create data and information in support of the varied work types present in each of the BCHOs, as well as related enabling IT hardware, software and related services.

## 2.1. JSP Process

This JSP Process will consist of four (4) phases: the Proponent Qualification Phase, the JSD Phase, the Due Diligence and Outcome Solution Finalization Phase, and the Contract Negotiation and Finalization Phase.

The JSRFP is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the JSRFP shall not give rise to any "Contract A" based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the Proponents nor the Ministry or the BCHOs shall have the right to make any claims against any one or more of the other parties with respect to any phase of the JSP Process, the award of a contract, the failure to award a contract or the failure to honour a Submission or Concept or any other claims based on a breach of "Contract A" or other tendering law duties or obligations.

In addition, this JSRFP should not be construed as an agreement to purchase goods or services. Neither the Ministry nor any of BCHOs shall be obligated to enter into any contract with any Proponent including, without limitation, any Proponent who submits the lowest priced Submission or Concept. This JSRFP is only intended to identify prospective suppliers for the purposes of negotiating a potential agreement. No legal relationship or obligation regarding the provision of any good or service shall be created between the Proponents or one, some or all of the Ministry and/or the BCHOs by the JSP Process until the successful negotiation and execution of a Final Contract for the acquisition of such goods or services and then only with respect to the parties named thereon and the terms and conditions named therein.

Without limitation to the generality of the foregoing, the Ministry may, in its sole discretion:

- a) in accordance with the terms of this JSRFP, accept the Submission, Concept, or Outcome Solution, as applicable, that it deems most advantageous;
- further to Section 2.2.3 of this JSRFP, waive any non-material irregularity, defect or deficiency in a Submission, Concept, or Outcome Solution;
- c) request clarifications from a Proponent with respect to its Submission, Concept, or Outcome Solution, including clarifications as to provisions in its Submission, Concept, or Outcome Solution that are conditional or that may be inconsistent with the terms and conditions of this JSRFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the Submission, Concept or Outcome Solution;
- d) reject any Submission, Concept or Outcome Solution due to unsatisfactory references or unsatisfactory past performance under contracts with any of the BCHOs or the Ministry, or any material error, omission or misrepresentation in the Submission, Concept or Outcome Solution;
- e) at any time, reject any or all Submissions, Concepts or Outcome Solutions; and
- f) at any time, terminate the JSP Process without award and obtain the goods and services described in this JSRFP by other means (including the re-issuance of the JSRFP in the same or a different format) or do nothing.

While the economic model information provided in the Submissions will be non-binding prior to the execution of a written Final Contract, such information will be assessed during the evaluation of the Submissions and the ranking of the Proponents. Any inaccurate, misleading or incomplete information,

including withdrawn or altered economic models, could adversely impact any such evaluation, ranking or contract award.

Prior to the commencement of phase two of the JSP Process, Preferred Proponents will enter into a Joint Solution Definition Agreement with the Ministry and BCCSS (on behalf of itself and as agent for the HAs) that will govern the process of the JSD Phase and following of this JSRFP (see Section 6.2.8).

## 2.1.1. Restriction on Contact/No Lobbying

A Proponent may be precluded from participating in the JSP if the Proponent's current or past corporate or other interests or activities, or those of a proposed subcontractor, may, in the Ministry's opinion, give rise to an actual, potential or perceived conflict of interest in connection with the services described in the JSRFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the JSRFP or a relationship with any employee, contractor or representative of the Ministry or BCHOs involved in preparation of the JSRFP, participating on the evaluation committee or those involved in the development of this procurement.

If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Contact Person prior to submitting a Submission. By submitting a Submission, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual, potential or perceived, in respect to the JSRFP. In the event a Proponent becomes aware of actual, potential or perceived conflict of interest, the Proponent is required to contact the Contact Person immediately.

A Proponent may also be precluded from participating in the JSRFP if it attempts to influence the outcome of the JSRFP process by engaging in lobbying activities directly or indirectly, with any employee, contractor or representative of the Ministry or BCHOs, including members of the evaluation committee, any elected officials of the Province, or with the media. By way of example, indirect attempts to influence would include, without limitation, lobbying activity by a subcontractor, stakeholder or other interested party.

#### 2.1.2. Proponent Expenses

Proponents are solely responsible for their own expenses in preparing a Submission or Concept and for participating in any or all stages of the Proponent Qualification Phase including, without limitation, if the Ministry elects to reject all Submissions or to not ask any Proponents to advance to the Joint Solution Definition Phase. In no event will the Ministry, or any of the BCHOs, or any of their respective employees, representatives or contractors be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Submission, or in preparing for or participating in Stages One, Two, Three or any phase of this JSP Process, or for any loss of opportunity, loss of anticipated profit in connection with any Final Contract (whether or not the Final Contract is awarded to the Proponent or at all), or for any other loss, damage or claim of any kind whatsoever relating in any way to all or any portion of this JSRFP or the JSP Process.

# 2.1.3. Limitations of Damages

If, contrary to the terms of this JSRFP, the Ministry or any of the BCHOs individually or collectively should be held liable for any reason whatsoever (whether in contract, tort or otherwise) for any losses, costs or damages, then such losses, costs or damages shall not, in any circumstances, exceed an amount equivalent to the lesser of (a) reasonable costs incurred by the Proponent in preparing its Submission; and (b) CDN\$100,000.

## 2.1.4. Enquiries

All enquiries related to this JSRFP are to be directed, in writing, to the Contact Person (see cover page). Information about this JSRFP obtained from any other source is not official and should not be relied upon. Enquiries and responses may be recorded and distributed to all Proponents at the Ministry's sole discretion.

#### 2.1.5. ICO Process

The purpose of the Information Control Office (ICO) is to serve as the mechanism for information exchange between the Ministry and the Preferred Proponents. In the Joint Solution Definition Phase and subsequent phases of the JSP Process, the ICO is the single point of contact for Preferred Proponents. The ICO is responsible for receiving, logging and tracking information, documenting meeting and interview requests from the Preferred Proponents and ensuring these requests are disseminated appropriately. The ICO ensures that the responses are developed, approved, and appropriately returned to the Preferred Proponents in a timely manner.

## 2.1.6. Eligibility

A Proponent may be prohibited from participating in the JSP Process if the Proponent's current or past corporate or other interests may, in the Ministry's opinion, give rise to a conflict of interest in connection with the WEST project. Proponents are required to complete the submission form found in Appendix B. Subcontracting to any firm or individual whose current or past corporate or other interests may, in the Ministry's sole opinion, give rise to a conflict of interest in connection with the WEST project, will not be permitted. The Ministry may also remove a Proponent from any stage of the Proponent Qualification Phase where the Ministry determines, in its opinion, that such Proponent's current or past corporate or other interests may give rise to a conflict of interest in connection with the WEST project including, without limitation, due to the involvement of any Restricted Party within a Proponent's team, as a contractor, consultant or advisor of any kind. Any such determination by the Ministry of a conflict of interest shall be final and be based upon such information as the Ministry determines in its sole discretion to be relevant.

## 2.1.7. Liability for Errors

While the Ministry and the BCHOs have used reasonable efforts to ensure the accurate representation of information in this JSRFP and provided pursuant to the JSP Process (including documents provided in the VDR), such information is supplied solely as a guideline for Proponents. The Ministry and the BCHOS do not warrant or guarantee the accuracy of such information, nor is such information necessarily comprehensive or exhaustive. Nothing in this JSRFP is intended to relieve Proponents from the obligation to conduct their own due diligence, form their own opinions and reach their own conclusions with respect to the matters addressed in this JSRFP.

## 2.1.8. Modification of Process or Project

The Ministry reserves the right to modify the JSP Process, this JSRFP or the WEST project at any time in its sole discretion. This includes, but is not limited to, the right to cancel this JSRFP at any time and to reissue this JSRFP in the same or a different form, to extend the closing time, change the number of Proponents asked to advance to any stage of this JSRFP or any phase of this JSP Process, re-commence a stage or phase of this JSRFP or JSP Process, alter the WEST project requirements or make other changes to the JSP Process or to a term set out in this JSRFP. If a modification is communicated to the Proponents prior to the closing date and time or any relevant submission date subsequent to the closing date and

time, if applicable, it is each Proponent's sole responsibility to ensure that it makes appropriate use of that information.

#### 2.1.9. Ownership of Proponent's Deliverables

Subject to the qualifications otherwise set out herein, all Submissions, Concepts and Outcome Solutions will be received and, to the extent reasonably possible and subject to the requirements of this JSRFP, held in confidence by the Ministry and the Ministry hereby advises Proponents that it does not intend to share a Proponent's Submission and/or Concept and/or Outcome Solution with the other Proponents. The following qualifications and provisions apply to any information in any media or format that Proponents submit or make available to the Ministry (including to the BCHOs, and any employees, representatives or contractors thereof) in respect of or related to the WEST project:

- a. All documents, and electronic media, including the Submissions, Concepts and Outcome Solutions, submitted to the Ministry become the property of the Ministry and will be held in confidence subject to the British Columbia Freedom of Information and Protection of Privacy Act. The Ministry may make and distribute such copies as the Ministry may require for evaluation purposes; and
- b. Neither the Ministry nor any of the BCHOs will in any way be liable or responsible if another Proponent suggests a framework or idea similar to one contained in a Submission, Concept or Outcome Solution that was originally submitted by another Proponent.

### 2.1.10. Use of JSRFP Document

No portion of this JSRFP, nor any information supplied by the Ministry or the BCHOs in relation to this JSRFP, may be used or disclosed by a Proponent in any manner other than for the sole purpose of submitting a Submission, Concept or Outcome Solution, as applicable, and participating in the JSP Process.

#### 2.1.11. Working Language

The working language is English and all responses to this JSRFP should be in English.

#### 2.1.12. Trade Notice

This JSRFP is covered by trade agreements between the Government of BC and other jurisdictions, including the following trade agreements:

- a. Agreement on Internal Trade;
- b. New West Partnership Trade Agreement;
- c. Trade, Investment and Labour Mobility Agreement; and
- d. World Trade Organization Agreement on Government Procurement.

#### 2.2. Proponent Qualification Phase

The Proponent Qualification Phase commences on the release of the JSRFP and consists of the following three stages:

 a) Stage One – During this stage, Proponents will submit Submissions in accordance with the terms of this JSRFP. Each Submission will be evaluated. The Stage One Evaluation Committee will select up to four Proponents to advance to Stage Two of the Proponent Qualification Phase based upon the Stage One Evaluation Committee's evaluation of the Submissions, Only Proponents who have passed both the government and customer reference checks as described in Appendix F – Vendor Reference Check Review Process, will be able to move to Stage Two.

- b) Stage Two During this stage, workshops will be held with those Short-Listed Proponents that have advanced from Stage One. The Stage Two workshops will be evaluated as described in Proponent Qualification Phase - Stage Two Evaluation Criteria (Section 7.1.2). Subject to the terms of this JSRFP, each of the Short-Listed Proponents from Stage Two will advance to Stage Three of the Proponent Qualification Phase.
- c) Stage Three During this stage, each of the Shortlisted Proponents from Stage Two will provide their Concepts. The Concepts will be evaluated as described in Proponent Qualification Phase -Stage Three Evaluation Criteria (Section 7.1.3).

On completion of the Stage Three evaluation process, the scores for Stage Two and Stage Three will be tallied, and the Short-Listed Proponents will be ranked. The top two highest scoring Short-Listed Proponents will be deemed to be the Preferred Proponents and invited to the JSD Phase.

Neither the acceptance by the Ministry of any Submission, the conducting of any workshop nor the receipt by the Ministry of any Concept in any format whatsoever shall under any circumstances cause any express or implied commitment or undertaking on the part of the Ministry to advance any Short-Listed Proponent to the next stage or phase, to receive any presentation from a Proponent, to acquire services, to undertake any form of transaction or to continue the JSP Process.

#### 2.2.1. Submission Date and Time

The Submission Date and Time are identified on the cover page of this JSRFP.

#### 2.2.2. Rectification

The Ministry may, at its discretion, allow Proponents a rectification period of three Business Days to allow Proponents to correct administrative deficiencies identified by the Ministry or non-material clarifications requested by the Ministry in their Submission Form and submissions (Submission, Concept and Outcome Solution). The three Business Day period will commence the day following the date on which the Province notifies the Proponent of the administrative deficiency or request for clarification. Proponents failing to respond and re-submit the Submission Form and submissions (Submission, Concept and Outcome Solution) (as applicable) within the three Business Day period will be assessed on their originally submitted Submission and Submission Form (as applicable) or eliminated from the process at the Ministry's discretion.

# 2.2.3. Submission Form

Proponents should complete the Submission Form attached to this JSRFP as Appendix B, or provide a letter or form with substantially similar content to the Submission Form, and return a fully executed copy to the Ministry when submitting Submissions. The Ministry may, at its sole discretion, reject a Submission by a Proponent who does not provide a completed Submission Form or a letter with substantially similar content; or allow the Proponent to correct such deficiency pursuant to the terms above.

#### 2.2.4. Withdrawal of Submissions

A Proponent is not bound by its Submission, and upon a clear and detailed written notice to the Contact Person, may withdraw it at any time throughout the duration of the JSP Process.

#### 2.2.5. Evaluation Committee

The evaluation of Stage One Submissions, Stage Two workshops and Stage Three Concepts will be undertaken by committees formed by the Ministry which may include its employees, contractors and representatives, as well as employees, contractors, representatives and stakeholders of the BCHOs. The Stage One Evaluation Committee, Stage Two Evaluation Committee and Stage Three Evaluation Committee may consult with such technical advisors, including healthcare, financial, legal, operating, marketing, representatives of the Ministry, employees or representatives of the BCHOs, and other experts including contractors, as the evaluation committees may, in their discretion, determine to be necessary. The evaluation committees may be expanded or any of their composition altered by the Ministry, in the Ministry's sole discretion, during Stage Two workshops and in Stage Three.

#### 2.2.6. Evaluation

The Stage One Evaluation Committee will evaluate Submissions against the Stage One evaluation criteria

The Short-Listed Proponents arising from Stage One will participate in the workshops described in Section 6.2.3 of this JSRFP and will be evaluated by the Stage Two Evaluation Committee according to the Stage Two evaluation criteria.

The Concepts will be evaluated by the Stage Three Evaluation Committee against the Stage Three evaluation criteria. The Ministry will finalize the evaluation criteria for Stages Two and Three and distribute to the Short-Listed Proponents prior to commencement of Stage Two.

#### 2.2.7. Debriefing

At the conclusion of Stage One, Proponents who are not invited to advance to Stage Two and Stage Three of the Proponent Qualification Phase will be so notified in writing, and may then request a debriefing meeting with the Ministry. It is the intention of the Ministry to schedule these meetings after the Final Contract has been executed. The Ministry, in its discretion, may schedule a high-level feedback session sooner.

Short-listed Proponents who are not invited to participate in the JSD Phase will be so notified in writing at the end of the Proponent Qualification Phase, and may then request a debriefing meeting, which will be scheduled by the Ministry following the execution of the Final Contract.

#### Right of the Government of BC to Check References

The Ministry will conduct reference checks as described in Appendix F - Vendor Reference Check Review Process.

#### 2.2.9. Acceptance of Submission

Submissions and Concepts will be assessed in light of the evaluation criteria described in this JSRFP. The Ministry will be under no obligation to receive further information, whether written, oral, or otherwise, from any Proponent at any stage in the Proponent Qualification Phase.

#### 2.2.10. Submissions with Subcontractors

A Proponent may submit a Submission which proposes the use of Subcontractor(s) in the Final Contract. The Proponent will be the only party responsible to the Ministry for the Submission, and will act as the representative and main contact with the Ministry in respect of the Submission, this JSRFP and the JSP Process.

The Proponent will take overall responsibility for the successful inter-relationship amongst the Proponent and any of its Subcontractors. This includes the Proponent keeping its Subcontractors fully apprised of the JSP Process and negotiations and information exchanged in respect thereof, along with the Proponent making all reasonable efforts to ensure that its contractual and business relationships with its Subcontractors do not adversely affect the timing of the JSP Process or the creation of an Outcome Solution as part of this JSP Process.

The Successful Proponent, upon becoming the Service Provider, will be responsible for the acts and omissions of its Subcontractors and other entities in providing the Services. Accordingly, the Proponent who responds to this JSRFP should be the lead entity who has the capacity and will be able to demonstrate to the Ministry that it has the ability (financial and otherwise) to accept and fulfill this responsibility.

During the JSP Process, there will be no switching of the lead entity that is the Proponent with a Subcontractor or other entity without the Ministry's prior written consent. In addition, a Proponent will not substitute or change or remove or add a Subcontractor without the Ministry's written prior consent.

Neither the Ministry nor any of the BCHOs (collectively or individually) will have any obligations with respect to those other entities or Subcontractors under this JSRFP, the JSP Process, the Final Contract or otherwise.

#### 2.3. Joint Solution Definition Phase (Two)

Prior to participation in the JSD Phase, the Ministry will enter into a Joint Solution Definition Agreement ("JSDA") with each of the Preferred Proponents, which will include the provisions described in Appendix C, as well as such other provisions as may be determined by the Ministry, in its discretion, to be necessary, desirable or useful.

# 2.4. Due Diligence and Outcome Solution Finalization Phase (Three)

The Due Diligence and Outcome Solution Finalization Phase will substantially follow the process described in Section 6.3 of this JRSFP (see Figure 8).

# 2.5. Contract Negotiation and Finalization Phase (Four)

The Contract Negotiation and Finalization Phase will substantially follow the process described in Section 6.4 of this JRSFP.

# 2.6. Restricted Parties

As at the date of issue of this JSRFP, the Ministry has prepared a list of persons identified by it as Restricted Parties, which list is posted in the VDR. This is not an exhaustive list of Restricted Parties. Additional persons may be identified by the Ministry as Restricted Parties, including by being added to this list during the JSP Process.

Restricted Parties, their respective directors, officers, partners, employees, and affiliates are not eligible to participate as a Proponent or as a Proponent team member, or to advise any Proponent or Proponent team member, directly or indirectly, or participate in any way as an employee, advisor, consultant to or in connection with any Proponent or Proponent team member in relation to the JRP Process or the WEST project.

# 2.7. Legal Consent

Clark Wilson LLP has provided and continues to provide legal advice to the BCHOs in respect to the WEST procurement. Proponents are advised that they should not submit a Submission in response to this JSRFP unless they expressly consent to Clark Wilson LLP continuing to act for the BCHOs, notwithstanding any unrelated solicitor-client relationship that each Proponent or its Subcontractors may have or previously had with Clark Wilson LLP.

#### 2.8. Final Contract

It is anticipated that BCCSS, on its own behalf and as collective agent for the HAs, will enter into the Final Contract with the Successful Proponent. During the Term of the Final Contract, should a Future BCHO wish to obtain Services through Onboarding, then they may be added as a party to the Final Contract or may acquire the Services pursuant to the mechanisms described in Section 5.7 of this JSRFP.

The Final Contract will be a non-exclusive contract in that BCHOs will at all times have the right to procure, by any means available to them, in whole or in part, services from other providers that are the same or similar to one or more of the Services provided by the Service Provider under the Final Contract.

#### 2.9. Publication of Final Contract

The Final Contract will be subject to the British Columbia Office of the Information and Privacy Commissioner's disclosure policies pursuant to the Freedom of Information and Protection of Privacy Act, British Columbia.

#### OVERVIEW OF THE MINISTRY AND BCHOS

The following provides an overview of both the Ministry and the BCHOs.

#### 3.1. Overview of the Ministry of Health

The Ministry of Health provides stewardship, corporate management, strategic direction and leadership for the health system in British Columbia.

Improving healthcare services in British Columbia is a key objective of the Ministry. The achievement of this objective is facilitated by strategic investments in information management and new technology to improve patient care through the integration and delivery of clinical information.

Making the right investments in information management and new technologies will support the healthcare system in meeting the goals and objectives set out in the Ministry's service plan. Technology can improve systems integration and efficiency, improve access to services across the province of BC, to assist clinicians and managers to make evidence-based decisions, and help citizens' access health information in a timely and convenient manner. The Ministry is working to realize the potential in each of these areas. Further information on the Ministry of Health and its service plan is available at BC Government Health (http://www2.gov.bc.ca/gov/content/health).

# Overview of the BC Heath Organizations (BCHOs)

The BC Health Organizations provide health care and support services province-wide for the residents of BC across urban and geographically remote boundaries. The healthcare landscape is diverse and complex, including services and programs such as acute care, home and community care, residential care, mental health, laboratory services, public health, palliative care, research, cancer care and primary care, as well as corporate and other support services.

The BCHOs include the following primary health organizations in British Columbia (Table 3). (Data estimated as at August 2016).

Primary Health Organizations in BC	Approximate # of Workstations
BC Clinical and Support Services (BCCSS) Society	*
Fraser Health Authority (FHA)	14,000
Interior Health Authority (IHA)	9,000
Northern Health Authority (NHA)	4,500
Provincial Health Services Authority (PHSA)	10,000
Vancouver Coastal Health (VCH) **	16,000
Vancouver Island Health Authority (VIHA)	10,000
	63,500

Table 3 - BCHOs Workstation Overview

<sup>\*</sup> BCCSS devices are included in the individual HA workstation counts, totaling approximately 1,400 overall. Some BCCSS employees and workstation devices are located at offices throughout various HA locations province-wide.

<sup>\*\*</sup>A separate services agreement is in place between Vancouver Coastal Health (VCH) and Providence Health Care Society (PHC) that defines the relationship between the two organizations and the technology-related services that will be provided by VCH to PHC. Through this, PHC receives Desktop

Management Services under the current Tri-Partite Agreement and it is anticipated that PHC will continue to receive the services through the WEST project.

PHSA has a provincial mandate whereas each of the other five health authorities have a regional mandate. The five regional health authorities, govern, plan and deliver healthcare services within their geographic areas.

Each of the health authorities have their own respective IT service management, End User services teams, governance, finance, policies, processes, procedures, tools, domain OUs, clinical applications and desktop group policies.

PHSA works with the five regional health authorities to plan and coordinate the delivery of provincial programs and provide highly specialized patient care services across the province of BC either directly through PHSA agencies or through funding or collaboration with the regional health authorities (Figure 3).

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#### Map of BC Health Organizations (BCHOs)

Figure 3 - Map of BCHOs

Note: Provincial Health Services Authorities (PHSA) has facilities in all of the geographical areas of the five regional Health Authorities shown in this map.

Currently, clinical and other applications are primarily supported by each of the BCHOs' respective information management departments. In addition to resolving calls received by the service desk, these lines of business (LoB) service teams will also provide the resolution and solution to the service desk for its future use. Service requests that are managed outside the service desk and within the LoB service teams are managed by each BCHO's own service tools.

# 3.3. Overview of the BC Clinical and Support Services Society (BCCSS)

BCCSS contributes to quality health services in British Columbia by coordinating, managing and/or providing clinical, diagnostic and support services to British Columbia's health care system for the benefit of all users of British Columbia's health care system. BCCSS's Support Services Division currently comprises Supply Chain (including Accounts Payable) and Technology Services\*, as well as Financial and Employee Services (Payroll, Employee Records and Benefits, Accounts Receivable). The Clinical Services Division includes the BC Provincial Blood Coordinating Office and the Agency for Pathology and Laboratory Medicine. BCCSS has also been appointed to act as the Agent for Supply Chain Services. This agency relationship provides BCCSS with the mandate to enter into binding agreements with service providers in the name of the BCHOs.

Currently, as agent for the BCHOs, BCCSS is responsible for contract administration of the TPA. Under the existing TPA, BCCSS Technology Services is responsible for the delivery of desktop technologies and services to the BCHOs listed in Figure 3 above.

In addition to services provided under the current TPA, the BCCSS Technology Services department provides a wide range of shared services to the some or all of the HAs including, but not limited to, security management, servers, application hosting, database management, data storage management, data centre management, domain management, ID management, access management, asset management, network wired/wireless connectivity, unified communications connectivity, mobile telephony devices, output devices, email services, telephony services, and project delivery.

The Ministry anticipates that BCCSS will similarly act as the contract administrator for management of the Final Contract; despite the foregoing, through solutioning in the JSD Phase, a new governance framework may be established for the management of service delivery.

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# 4. OVERVIEW OF THE CURRENT WORKSTATIONS SERVICES ENVIRONMENT & BCHO SERVICE REQUIREMENT CONSIDERATIONS

The following includes an overview on the existing contract background and considerations with the current technology environment.

#### 4.1. Contract Background

On December 31, 2010, the HAs (via their collective agent, Health Shared Services BC, a division of Provincial Health Services Authority) and the Province entered into the Tri-Partite Agreement, as a means of allowing the HAs to onboard onto some or all of the services provided under the WSS Contract. The commencement date of the TPA was April 2, 2011. The six HAs were initially estimated to have 52,000 devices.

Certain details of the Tri-Partite Agreement (Appendix G3 – Current Contract Information) will be available through the VDR.

# 4.2. BC Health Organizations (BCHOs) – Considerations and Requirements

Securing the right approach to the WEST project is critical to executing on key strategies for healthcare. The scale and scope of diversity within healthcare presents opportunities and challenges for planning device management that differ from business environments that focus on administrative or knowledge worker roles. The collective experience in healthcare is that diversity must be planned for as a core component of the service. Standardization will continue to prove valuable for easing cost of delivery and must be balanced against clinical and business impacts. In other words, cost gains through standardization must be continually evaluated to ensure that there is no impact to core business or clinical care areas where loss of functionality due to standardization quickly outpaces savings in delivery. Productivity in clinical areas can be enhanced by technology; however, losses to functionality and reliability may quickly erode these benefits.

Additionally, in a complex environment such as healthcare, designing the right support model is arguably equal to, or even more important than, selecting the right device for the right workflow. When a care provider experiences any type of downtime, it directly impacts their ability to deliver care. Accordingly, their adoption of new technologies and strategies is directly related to the reliability of systems and the quality of support. In a perfect world, the technology always works; however, there will undoubtedly always be a requirement to reach out for help. Designing the right support in the right areas will be critical to avoid clinician downtime and the impact to patient care, as well as encourage the adoption of new productive technologies.

The strategies, drivers, and current state of device management were examined and several considerations emerged as critical to ensure healthcare device management success. While none of these are unique to healthcare, it is important to note that the combination of factors, in conjunction with the scope and overall impact of these needs, is significant enough to influence the nature of the support of Workplace Technologies and related services. In other words, integrated support, device diversity, access and planning for ongoing change should be central elements to planning for the future, rather than managed as exceptional considerations within an otherwise standardized service.

Within this context, the following considerations have contributed to the Desired Outcomes and Objectives that have been itemized by the BCHOs above:

#### a) Integrated Support

In the clinical context, appropriate support means ensuring healthcare teams remain focused on delivering care. This drives a need for integrated support that crosses layers of expertise seamlessly to the End User: one contact point, high first call resolution and coordinated support resulting in minimal interruption to care.

#### b) Device Diversity

Healthcare practice, while standardized in many areas, will continue to evolve and utilize more specialized roles and approaches especially as it relates to the use of technology. This evolution will necessitate a need for devices to conform to clinical practice requirements, rather than clinical practices standardizing around a device.

#### c) Access

The pace of clinical work is fast and the demands on care providers to keep this pace is high. Patient encounters in most settings are measured in minutes, so access to electronic systems when and where needed is essential to the adoption of Electronic Health Records (EHR). Barriers encountered by slow login times, multiple login requirements, and device availability and accessibility need to be addressed. The need for remote access continues to grow as a critical component to support further improvements in healthcare in rural and remote areas.

#### d) Ongoing Innovation and Transformation

Healthcare specific and non-traditional devices that integrate well into clinical workflows are continually under development and require special attention. Devices enable workflow and any improvements through new technologies must be considered. Iterative change will be the norm.

For additional BCHO background information, refer to the VDR.

#### 4.3. Current Technology Environment

Given the multi-organizational environment, there is a high degree of complexity within the technology landscape. There are eight primary network domains managed individually by the BCHOs. While there may be variances in security models, the BCHOs adhere to varying standards of interoperability between active directories, including the use of trusts and a common minimum shared security standard. Supported devices are in a separate BCCSS Active Directory that is managed by BCCSS. The End Users' accounts, Microsoft Exchange & Skype for Business, File Services, and Line of Business applications, associated with these devices remain within the BCHO individual domains.

Many of the clinical applications in these environments require additional security, role based access and, in some cases, separate accounts. In order to ensure that End Users have a 'clinically ready' account, internal authorizations and in-application configurations are required.

Further details on the current technology environment are available through the VDR for those Proponents who have signed the requisite non-disclosure agreement.

# 4.4. Current Device and Image Environment

While standardization activities have been undertaken within and across the organizations and are expected to continue, a number of factors in the health care environments have resulted in a variety of different configurations for both hardware and software. These factors include the integration of medical devices and peripherals, specialty mounting and placement of devices, mobility, infection control and requirements from clinical application vendors to maintain a specialized configuration, including older operating system versions.

Currently, there are a number of standard and BCHO non-standard images that are managed within the BCCSS domain. There are also specialized images which are managed within a particular BCHO. Devices are generally refreshed on a three-year cycle.

Further detail on the 'Current Workstation Environment' (Appendix G4) is available through the VDR.

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# DEFINING THE OPPORTUNITY

#### 5.1. The WEST Opportunity

This JSRFP is intended to encompass the In-Scope Services and the Potential In-Scope Services for all devices and services that may be reasonably connected to the definition of Workplace Technologies, including new or innovative devices and services not known or used today. The JSP Process will provide clarity around Workplace Technologies and the BCHOs' service expectations and will inform how the Final Contract can be leveraged over the medium term to long term, especially where particular instances of emerging technologies may not be able to be specifically identified today in this JSRFP. The definition of Workplace Technologies provided in Section 2 informs this scope.

In addition to considering the BCHOs' initial expression of Desired Outcomes (Section 1.4) Proponents should consider the Key Business Requirements (as such may evolve within the JSP Process) as well as the BCHO's stated Guardrails and Strategic Drivers during their participation in this JSP Process and when formulating their deliverables. Desired Outcomes, Objectives, Key Business Requirements and Guardrails will all inform how In-Scope Services and Potential In-Scope Services are provided.

# 5.2. Key Business Requirements (KBR)

Below are the BCHOs' Key Business Requirements (Table 4):

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Table 4 – BCHO Key Business Requirements

	Table 4 – BCHO key business kequirements
Budget Management	The BCHOs expect the Service Provider to exercise best practices with respect to responsible budget management; increase service value and reduce costs; and to engage with the BCHOs through governance regarding any unforeseen future budgetary pressures. All services provided under the WEST project must be funded within the annual WEST budget, which is comprised of the DMS budgets from each HA, through appropriations to the Ministry of Health (see the clause regarding "Appropriation" in the attached Standard Terms and Conditions in Appendix D).  Through the JSD Phase, the BCHOs and the Preferred Proponents will jointly develop a solution that includes all of the Economic Model Components to be funded within the initial WEST budget, to establish a service/budgetary reference point for subsequent fiscal years of the WEST project.  The current BCHO budget for services provided in the TPA is located in Appendix G5.
Intellectual Property	The BCHOs must obtain or retain as applicable, ownership of or a licence to use all Intellectual Property rights necessary to ensure uninterrupted continuation of the Services (including within the context of a transition to any alternate service provider) on terms and conditions acceptable to the BCHOs should the Service Provider cease to provide the Services, for any reason, during the Term of the Final Contract.  Where the Service Provider has pre-existing intellectual Property (whether the Service Provider's own Intellectual Property or third party Intellectual Property) that is to be used in the performance of the Services, the Service Provider should license all such pre-existing Intellectual Property to the BCHOs on an irrevocable, perpetual, non-exclusive, fully paid up, royalty-free basis.
Audit Rights	The BCHOs will require the ability to conduct operational and financial audits of the Service Provider during the Term of the Final Contract, including for the purposes of privacy obligations, information security obligations and financial transparency.
Data Ownership	The BCHOs will each retain full ownership of their own data. Each BCHO must obtain or retain, as applicable, all data necessary to ensure uninterrupted continuation of the Services should the Service Provider cease to provide the Services, for any reason. This data may include, without limitation, ticket data; asset data; knowledge management articles; scripts; notification templates; tool and other configurations; and application and image packages.
Final Contract Provisions	The BCHOs have certain standard contractual provisions that they will expect to see in the Final Contract. Although the final contractual provisions will be subject to negotiation, a sampling of this requirement is provided in Appendix D to this JSRFP.

# 5.3. Guardrails

Guardrails are agreement boundaries or structured parameters that can block parties from developing a formalized agreement on which to frame their business relationship. If parties successfully define and establish their agreement within Guardrails that are known and disclosed to them, the risk of last minute surprises is greatly reduced, as by design, the agreement is within boundaries already established. Within the WEST project, Guardrails will provide the legal and business teams with the authority to develop a deal and the Final Contract, within clearly stated and understood boundaries.

The following table (Table 5) illustrates the BCHOs' Guardrails (see also, Section 6.2.3 of this JSRFP) that will become terms of the Final Contract:

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Table 5 – BCHO Guardralls				
Privacy, Security and Confidentiality	The Service Provider must comply with the <i>Freedom of Information and Protection of Privacy Act</i> (FOIPPA - British Columbia) the <i>Personal Information Protection Act</i> , the <i>Information Management Act</i> , and any other applicable legislation and <u>all applicable</u> BCHO Security and Privacy policies. Service Provider must also comply with any confidentiality provisions imposed by the BCHOs with respect to confidential information of the BCHOs. Please see Note A, below.			
Freedom of Information	The BCHOs must comply with all disclosure requirements in the <i>Freedom of Information and Protection of Privacy Act</i> , pursuant to that Act and its Regulations and policies. Please see Note B, below.			
Labour Relations and Staffing	The BCGEU and the Government of BC have entered into a memorandum of understanding (MOU) regarding alternative service delivery projects and the manner in which staff are expected to be handled at the conclusion of any such deal. Proponents must adhere to the terms of this MOU. Further information regarding labour relations and staffing, is provided in Appendix G5 for viewing, including:  1. The 17th Master Agreement between BCGEU and the Province; 2. The Collective Agreement between BCGEU and ISM Canada; 3. The Master Transition Agreement between PHSA (for itself and for its division, HSSBC), Interior Health Authority, Northern Health Authority, Vancouver Island Health Authority and IBM; 4. The Tri-Partite Agreement (TPA) including associated schedules, with the exception of Schedule F – Charges and Exhibit A to Schedule O – Termination Fees.  Please see Note C, below.			

Note A. Privacy, Security and Confidentiality

In performance of the Services, the Service Provider may obtain access to or custody of sensitive health, financial and other personal information from its collection through to its destruction. Information security and privacy protection is a BCHO and Ministry Guardrail. Considerations around information security and privacy protection include matters such as:

- The individual BCHOs are the sole owner of their records and other data, including any metadata derived from BCHO data in connection with the Services;
- ii. Effective management of risk;
- iii. Maintenance of accreditation, certification and compliance to international standards;

- iv. Compliance with legislation and policy;
- v. Mitigation of evolving threat landscape;
- vi. Maintenance security of information, devices and infrastructure; and
- vii. Protection of personal information.

The Proponent will have to demonstrate sufficient understanding and preparedness (from a business and technical standpoint) that any personal information it may deal with as the Service Provider will not be disclosed internally or to third parties except and only to the extent specifically permitted by applicable legislation and policy and that all personal information will be kept secure to an internationally recognized standard acceptable to the BCHOs.

The Service Provider will be required to comply with British Columbia laws governing the collection, use and disclosure of personal information, including the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"), the *Personal Information Protection Act*, the *Information Management Act*, and any other applicable legislation. The Service Provider will be required to, at a minimum, adhere to the Privacy Protection Schedule attached as Appendix E.

Where FOIPPA is concerned, Proponents are expected to demonstrate understanding of the application of Part 2, including compliance with amendments that limit the disclosure, storage of or access to personal information from outside of Canada. This includes without limitation, abiding by the principle that all data be stored and accessed only within Canada, unless specifically permitted by FOIPPA; and, in addition, abiding by the Province data sovereignty policies, practices and requirements, which may include the requirement that the Service Provider be a Canadian controlled entity. Proponents should keep in mind that changes to provincial legislation and policies may occur from time to time.

For further clarity, Proponents should note that an Outcome Solution that includes remote access from outside Canada to (except to the extent narrowly permitted under FOIPPA) any personal information will not be acceptable to the Ministry and the BCHOs. Furthermore, if any employees of non-Canadian companies need to have access to systems containing personal information within Canada, that access may be required to be supervised by staff from a Canadian organization.

More information on FOIPPA and related policies and guidelines of the Province is available at <u>FOIPPA Policy & Procedures Manual (http://www.cio.gov.bc.ca/cio/priv\_leg/manual/index.page)</u>.

Issues related to privacy, such as the role of the BC Information and Privacy Commissioner, and the privacy policies that apply to projects of provincial scope, will be further addressed during the JSP Process.

Note B. Freedom of Information / Public Disclosure of Performance Management Reports

The Final Contract and the summarized annual performance management reports may be subject to disclosure pursuant to *Freedom of Information and Protection of Privacy Act, British Columbia* and any related information and privacy policies, including the Office of the Chief Information Officer's policy of proactive disclosure.

# Note C. Labour Relations

Proponents are advised to seek independent legal advice with respect to any labour or employment law questions or considerations that they may have and, as a potential service provider, Proponents should undertake all appropriate due diligence to satisfy themselves as to the state and conditions of labour relations connected to the service solution and their ability to manage the labour relations aspects. By way of reference, the Ministry has included some background information in Appendix G5 that it believes may be of interest to Proponents regarding the current state of labour relations with respect to

the TPA. As part of the JSP Process, the Ministry will be reviewing the Proponent's ability to manage the labour relations aspects and, if applicable, to ensure a smooth transition for affected staff and operations. Experience with similar transfer situations, including change management, will be considered. This will include the Proponent's ability to accommodate any requirement that the services be provided by a unionized workforce.

Approaches related to labour relations may be discussed with Short-Listed Proponents and Preferred Proponents during the JSP Process and may be subject to further negotiations with the Preferred Proponents during the JSP Phase and with the Successful Proponent during the Due Diligence and Outcome Solution Finalization Phase, provided that such negotiations will not override the above Guardrail, namely the requirement that Proponents must adhere to the terms of the MOU.

# 5.4. An Outcome-based Approach to Contracting - Exploring the Vested® Method

# a) Need for Clear Focus on Outcomes

This outcome focused JSP Process is a shift in direction from the approach established on prior alternative service delivery deals entered into by the government of BC. This shift includes the following two principles:

- i. The Final Contract should reflect a clear focus on achieving the Desired Outcomes; and
- A long term, mutually beneficial relationship based on the Statement of Intent to support shared and aligned interests between the Service Provider and the BCHOs.

Proponents should note that the Desired Outcomes, Objectives, Performance Standards and Performance Measures are not expected to remain static over the Term of the Final Contract. A mutually defined governance structure will be used to enable changes to any one or more of the foregoing, or any of the Services, as needed.

b) Exploring the Vested® Method through JSP Process

The Vested® Method is recognized as a best practice framework for completing a highly collaborative, outcome-based outsourcing agreement.

The JSP Process is aligned to the Vested® Method and the Ministry anticipates, with the participation of the BCHOs, a further exploration of the features of this framework, such as the 10 Elements framework depicted in Figure 4 below, while developing the Outcome Solution.

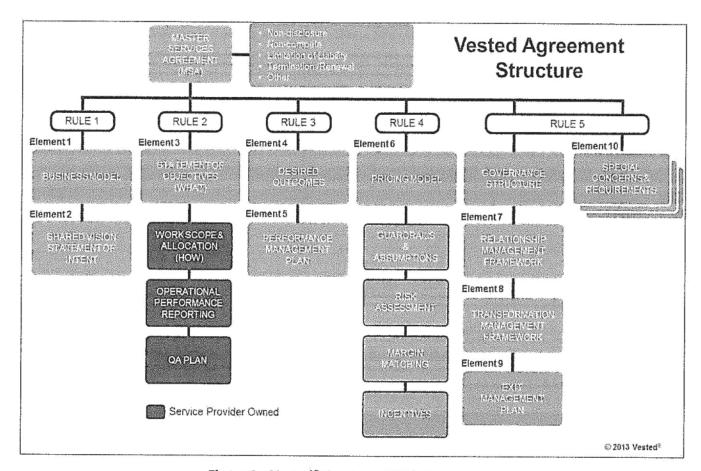


Figure 4 - Vested® Agreement Structure

By exploring the Vested Method in conjunction with the Proponents, the Ministry and BCHOs envision the creation of a collaborative agreement that reflects the following five rules:

- 1. An outcome-based business model vs. a transactional business model;
- 2. A relationship that focuses on the 'what' and not the 'how';
- 3. An accountability framework with clearly defined and measurable outcomes;
- 4. An economic model that optimizes and supports business outcomes; and
- 5. A governance approach of insight vs. oversight.

# 5.5. In-Scope Services

The Services are a critical component in delivering healthcare services in British Columbia.

The current services provided by IBM Canada Limited under the TPA are described in Appendix G3. Examples of these IBM-provided services are listed in Table 6 below:

Table 6 – Example of Current Services

Service	Description and features
Service Desk	A customer focused point of contact for incidents, service requests, information requests and other general enquiries.
Deskside	Support services to users, both onsite and remote, for a variety of workplace devices and functionality including but not limited to deployment, changes, and break-fix support.
Service Management	Continuous improvement, innovation, incident management, problem management, change management, release management, asset management, configuration management, knowledge management, capacity management and request fulfillment.
Device Engineering	Specialized technical expertise and support for a variety of services which may include: technology standards, application packaging, image management, technology life cycle management, patch and anti-malware management, software distribution and emerging technologies.
Technology Refresh	Replacement of devices, including the re-installation of applicable software on the replacement device.

For the purposes of the JSD Phase the current services (as listed above and in Appendix G3), as well as the following key elements will be used to jointly develop the In-Scope Services:

- a. Customer-focused point of contact for incidents, service requests, information requests and other general enquiries;
- b. Infrastructure and services in support of Workplace Technologies;
- Service and technology lifecycle management;
- d. Service management services required to achieve the stated outcomes; and
- e. Integration of Service Provider-provided Services with existing and emerging IT and clinical services provided by one or more BCHOs and/or other service providers.

Although the current services provided under the TPA may be considered In-Scope, the Ministry and BCHOs are purposefully not prescribing a complete set of In-Scope Services, in order to afford the Proponents flexibility in their approach to achieving the Desired Outcomes within the scope of a Workplace Technology service delivery. It is imperative that the current services are transformed to meet the diverse and evolving needs of healthcare.

# 5.6. Potential In-Scope Services

Opportunities for Potential In-Scope Services may be identified as a result of joint solution work during the JSD Phase and included on signing of the Final Contract or later Onboarded during the Term of the Final Contract pursuant to Section 5.7 below.

The following are examples of Potential In-Scope Services that the BCHOs have identified as of the date of this JSRFP. Proponents are welcome to consider one or more of the following in their Concepts and Outcome Solutions, particularly in the context of their approach to transformation and innovation:

- a. Enterprise Mobility Management \* (EMM) support for mobile devices (smart phones & tablets);
- b. Workplace remote and virtual services;
- c. Acquisition of End User computing devices;
- d. Corporate conferencing and voice endpoint support;
- e. Application performance monitoring;
- f. Identity and access management;
- g. Service management tools; and
- h. Any other evolving technologies related to the workplace environment.

In addition, over the Term of the Final Contract, one, some, or all of the BCHOs may request the Service Provider to provide Services not strictly on the list above, that are additional to the In-Scope Services. Such Services will be considered to be Potential In-Scope Services where the Services are reasonably connected to the definition of Workplace Technologies used in this JSRFP.

# 5.7. Onboarding of Services and Workplace Technologies by Other Healthcare Organizations

For the purposes of this JSRFP, Onboarding is considered in two ways:

- a. The inclusion of new entities as new buyers in the Final Contract who will consume Services in whole or in part.
- b. The inclusion of new Services in the Final Contract. These new Services may be as a result of innovation or transformation; or may be some of the Potential In-Scope Services referenced above.

The Service Provider, the BCHOs and the prospective new entity will be required to follow the Ministry's onboarding guidelines.

Proponents should note that Onboarding – whether of Future BCHOs or Potential In-Scope Services – is not guaranteed.

# 5.8. BC Technology Industry Supplier Development

The #BCTECH Strategy is one of the key sector strategies under the BC Jobs Plan. It aims to create jobs by supporting innovation, commercialization and entrepreneurship. Elements of the strategy include: improving access to capital, deepening BC's technology talent pool and facilitating access to new

<sup>\*</sup>EMM is offered under the Telecommunications Services Master Agreement (TSMA)

markets. The strategy was developed and will be implemented with the BC Innovation Council and Premier's Technology Council.

The Ministry and BCHOs, through this WEST project, intend on supporting this strategy by encouraging the Service Provider to engage in information technology sector development and related support activities. The Service Provider's endeavors in this area may be included in the WEST annual performance reporting.

# 5.9. Currently Out-of-Scope

The following are currently out-of-scope for the WEST project in today's environment:

- a. Security threat management;
- b. Print/Output management services;
- c. Platform as a service (PaaS)\*;
- d. Infrastructure as a service\*;
- e. Network services, including wide area network (WAN); local area network (LAN) and WIFI;
- f. Hosting services; and
- g. Voice infrastructure services\*.

<sup>\*</sup>Except potential Service Provider tools used to deliver the Outcome Solution.

# DEVELOPING THE WEST OUTCOME SOLUTION THROUGH THE JSP PROCESS

This section provides a detailed description of the JSP Process, which was summarized in Section 1.9 and referenced throughout this JSRFP.

Each Preferred Proponent's Outcome Solution should be tailored to meet the Desired Outcomes. The Outcome Solution should also uniquely fit into the methods, approach and processes of the future Service Provider while still conforming to provincial legislative and applicable policy and technology standards required by the Ministry and the BCHOs.

#### JSP Process Overview

The JSP Process will consist of four Phases:

- Phase One Proponent Qualification Phase (made up of three stages);
- Phase Two JSD Phase;
- Phase Three Due Diligence and Outcome Solution Finalization Phase; and
- Phase Four Contract Negotiation and Finalization Phase.

The JSP Process has been developed to align with an outcome-based procurement framework while retaining the flexibility for JSD work between the Ministry and BCHOs and each Preferred Proponent and subsequent negotiations between the Ministry and BCHOs and the Successful Proponent.

The JSP Process is shown below (Figure 5).

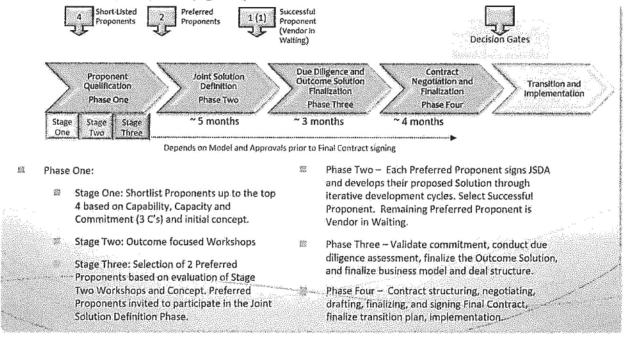


Figure 5 - JSP Process

# 6.2.1. Approach and Overview

The Proponent Qualification Phase commences on the release of this JSRFP and consists of three stages.

# 6.2.2. Stage One Submission Evaluation

Stage One commences with the release of this JSRFP and sets the stage for the development of the Outcome Solution. During Stage One, the following will occur:

- i. Release of this JSRFP.
- ii. The VDR opens to Proponents who have obtained a Business BCeID and completed and executed the necessary non-disclosure agreement(s).
- iii. A Proponents meeting is held.
- iv. Each Proponent prepares a Submission which will be evaluated for commitment, capacity, and capability in conjunction with a high-level conceptual approach.
- v. Government and customer references received with the Stage One Submission and as per Appendix F Vendor Reference Check Review Process.
- vi. Government and customer reference checks completed in accordance with Appendix F Vendor Reference Check Review Process. In the event that a Proponent fails to submit Appendix B Submission Form and a list of BC government contracts and customer references, or a statement declaring that they have no contracts that meet the criteria set out in Appendix F Vendor Reference Check Review Process, the Ministry reserves the right not to proceed with an evaluation of the Proponent's Stage One Submission.
- vii. The Ministry evaluates Submissions and short-lists up to the top four Proponents and those Proponents will be invited to participate in Stage Two of the Proponent Qualification Phase.

Stage One Submission Format and Guidelines can be found in Section 8.1 and 8.2 respectively.

# 6.2.2.1. If Only Two Proponents

If, as a result of the evaluation of the Submissions in Stage One, the Ministry determines that only two Proponents are deemed to be qualified, then the Ministry reserves the right to consider these Short-Listed Proponents as Preferred Proponents and to proceed directly to the Joint Solution Definition Phase. In this case, some aspects of the workshops may be performed during the early part of the Joint Solution Definition phase in order to set the stage for the Outcome Solution development.

# 6.2.3. Stage Two (Workshops)

In Stage Two, each of the Short-listed Proponents will participate in individual 4-day workshop (inperson and interactive). These workshops will be evaluated by the Stage Two Evaluation Committee based on the Stage Two evaluation criteria described in Sections 7.1.2. The Ministry intends on posting a draft guide to Short-Listed Proponents to the VDR soon after release of this JSRFP. A final version of the Stage Two and Stage Three guide to Short-Listed Proponents will be provided to the Short-listed Proponents upon their selection.

The Ministry has no obligation to ensure consistency between the workshops conducted with each Short-Listed Proponent and the Ministry / BCHO representatives. Accordingly, during Stage Two, the

outcome focused exercise documents (Statement of Intent, Requirements Roadmap, Taxonomy, Guardrails) outlined below may differ as between each Short-Listed Proponent.

The Ministry does not intend to share the discussions that are exchanged with a Short-Listed Proponent during Stage Two with any other Short-Listed Proponent; however, if a Short-Listed Proponent makes a request for information during a workshop that the Ministry determines to be a request for information that should be made available to all Short-Listed Proponents, then the Ministry, in its sole discretion, may distribute such information to all Short-Listed Proponents participating in the workshops.

During these workshops, utilizing the Stage One conceptual approach, representatives from the BCHOs and the Short-Listed Proponents (independently from each other) will begin to develop documents which will eventually provide a foundation that they will use for the creation of their Concept and ultimately, if selected as a Preferred Proponent, their Outcome Solution.

The documents to be developed during the Stage Two workshops may include the following:

#### a. Statement of Intent

#### i. Shared Vision Statement:

The shared vision statement is a short statement that outlines a common understanding of the Short-Listed Proponent's and the BCHOs' future vision. The intent of the shared vision statement is to align the BCHOs and each of the Short-Listed Proponents toward common goals and transcends the self-interests of the parties. It sets forth the larger purpose and sets the foundation for the business relationship, and keeps the relationship focused on the outcomes that the relationship is set to achieve.

# ii. Guiding Principles:

Each Proponent, together with representatives from the BCHOs, may review the six guiding principles (Section 1.6 of this JSRFP) and may provide joint definition statements for each, to ensure that there is mutual understanding of the principles. These principles will continue to be referenced throughout the JSP Process and the Term of the Final Contract.

#### iii. Intended Behaviors:

A key success factor in highly collaborative relationships is the setting of expectations for how the parties will treat one another in the business relationship. The statement of intended behaviors is meant to formalize the agreed-upon behaviors that the parties want to follow on a day-to-day basis to foster an environment of trust, transparency and compatibility. The development of the statements plays a critical role in changing the mindset of the respective parties from an opportunistic mindset to a highly collaborative culture and is directly linked to the guiding principles, as described in Section 1.6 of this JSRFP.

#### b. Requirements Roadmap:

As noted in Section 1.4 of this JSRFP, the Ministry and the BCHOs have proposed Desired Outcomes. During the workshops in Stage Two, representatives from the BCHOs will work with the Short-Listed Proponents to further develop and refine each of the Desired Outcomes, which will be the foundation of the Requirements Roadmap.

The following Table illustrates <u>an example of a Requirements Roadmap</u>, based on one of the high-level Desired Outcomes:

Table 7 - Requirements Roadmap Example

Desired Outcome	Objectives	Performance Standard	Measure	
	Adaptation to changing conditions	<ul> <li>Timely onboarding/ off boarding of services</li> <li>Responsive to changes in standards, technologies, policies and legislations</li> </ul>	<ul> <li>X% completed within Y time period</li> <li>X% completed within Y time period</li> </ul>	
Responsive and flexible	Deliver value rapidly	<ul> <li>Effective, timely decision and actions</li> <li>Future market/ business awareness sessions</li> </ul>	<ul> <li>X% completed within Y time period</li> <li>X completed within Y time period with 80% participation satisfaction</li> </ul>	
	Meet the varied needs of all parties	Relationship assessment     360 survey	<ul> <li>X completed within Y time period with 80% satisfaction of participants</li> </ul>	

#### c. Taxonomy

During the Stage Two workshops, representatives from the BCHOs and the Short-Listed Proponents will begin to develop the Taxonomy. The Taxonomy is an approach for capturing work to be performed under the Final Contract. In this respect, it represents the list of services that inform the Scope of the Opportunity and sets out the work process (and sub-process) detail that is to be performed by the Service Provider and/or the BCHOs. In Stage Two, the parties will focus on establishing the high-level processes which are envisioned to support or achieve the proposed Desired Outcomes. This work will lay the foundation for further development of the Taxonomy during the JSD Phase.

The following Table 8 illustrates an example of Taxonomy:

Table 8 - Taxonomy Example

Category	Process Level 1	Process Level 2	Process Level 3	Customer	Service Provider
IT Service Management	Service Strategy			х	*. x
	Service Design	Design Coordination			x
		Information Security Management	Provide Standards	х	
	Service Operations	Incident Management	Triage and Assignment		X
			Priority Guidelines	х	4.2.18000000
		Problem Management			X
Device Engineering	Imaging	Set standards		х	
		Design the most cost effective solution			Х

#### d. Guardrails

During Stage Two Workshop, the BCHOs intend to, independently with each Short-Listed Proponent, discuss the BCHOs' above-stated Guardrails and any Guardrails proposed by the applicable Shortlisted Proponent for themselves. This discussion will culminate in a jointly developed set of Guardrails that would be acceptable to the BCHOs and the applicable Short-Listed Proponent, which the Short-Listed Proponents would be expected to adhere to if they are awarded the Final Contract.

# 6.2.4. Stage Three (Concept)

At Stage Three, the Short-Listed Proponents will provide a Concept and accompanying presentation. The Concept will be developed by each Short-Listed Proponent from the conceptual approach included as part of their respective Submission, taking into consideration the workshop discussions in Stage Two. The presentation, which is to be delivered in Victoria BC at the beginning of Stage Three, will provide an overview of the Concept. The Concept will form the basis for the solutioning component of the JSD Phase which will take place between the Preferred Proponents and the BCHOs. As such, the Concept should reflect an outcome-based contracting model that demonstrates commitment to the guiding principles and places emphasis on the business relationship. The top two Short-Listed Proponents from

the evaluation of the Short-Listed Proponents (total scores from Stage Two and Stage Three) will be deemed to be the Preferred Proponents.

The Proponent's Stage Three Concept should be no longer than 125 pages and should be a reasonable (e.g. between 10 - 11 point) font.

A visual of the Phase One process is provided below (Figure 6):

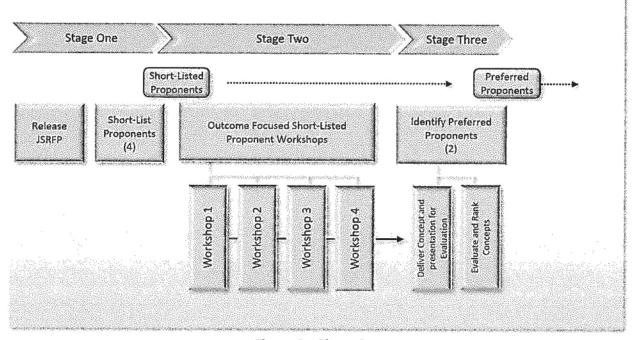


Figure 6 - Phase One

# 6.2.4.1. Preferred Proponents Selection

On completion of the Concept evaluation process, the Stage Three Evaluation Committee will tabulate the evaluation scores from the Stage Two workshops and the Stage Three Concept and, based on the total score, rank the Short-Listed Proponents. The two top-ranked Short-Listed Proponents will be deemed to be the Preferred Proponents and will be invited to engage in the JSD Phase.

In the event that Joint Solution Definition Phase activities or negotiations with one of the Preferred Proponents fail, the Ministry reserves the right to contact the next highest ranked Short-Listed Proponent and invite them to engage in Joint Solution Definition Phase activities with the Ministry and the BCHOs.

#### 6.2.5. Phase Two - Joint Solution Definition Phase

Prior to participation in the JSD Phase, the Ministry and BCCSS, on its own behalf and as collective agent for the HAs, will enter into a Joint Solution Definition Agreement (JSDA) with each of the Preferred Proponents.

The Joint Solution Definition Phase of the JSP Process will require significant investment on the part of the Ministry and BCHOs, as well as the Preferred Proponents. The JSDA that is signed by the Ministry and BCCSS, as collective agent for the BCHOs, with each of the Preferred Proponents will govern the process of the remaining phases of the JSP Process.

The intention is to time-box the JSD Phase. A draft version of the JSDA and the JSD schedule will be available in the VDR for review by Phase Two Preferred Proponents prior to the commencement of solutioning.

Preferred Proponents are cautioned not to delay in signing the JSDA as once one Preferred Proponent has satisfactorily executed the JSDA the discovery cycle of the JSD Phase, as outlined in Section 6.2.7 of this JSRFP, may begin immediately with that Preferred Proponent.

Following the discovery cycle, the JSD Phase activities will be held in Victoria, British Columbia.

Phase Two builds upon the Submission, Concept and workshop discussions from the Proponent Qualification Phase. The initial workshop topic is intended to confirm the Preferred Proponent's response and commitment to an outcome-based model. Feedback may be provided, clarification obtained and validation performed to confirm that the Preferred Proponent is still aligned to an outcome-based arrangement. Half-day workshops will be scheduled with each Preferred Proponent on predetermined topics.

The Ministry will provide a draft guide to Preferred Proponents in the VDR before Phase Two commences. The guide will outline the evaluation criteria as well as the schedule of workshop topics and initial agenda. These will be provided to each Preferred Proponent once their respective JSDA has been executed. Figure 7 illustrates the JSD Phase activities.

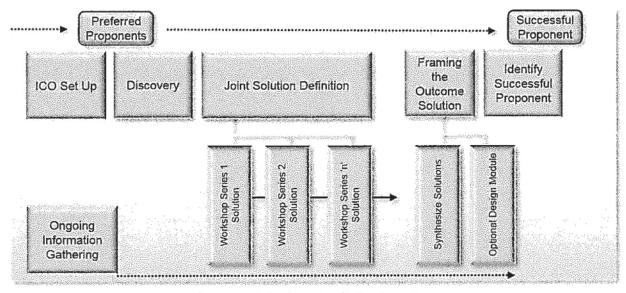


Figure 7 – Joint Solution Definition Phase

The core objective of the JSD Phase is for the Ministry and BCHOs to work with each Preferred Proponent to jointly develop Outcome Solutions, including the service components, economic models and deal structures for the WEST services. Elements of the Vested® Method will be used as building blocks for designing the Outcome Solution.

The Successful Proponent and their Outcome Solution will be subject to due diligence and finalization activities during the subsequent Due Diligence and Outcome Solution Finalization Phase of the JSP Process as discussed in Section 6.3 of this JSRFP.

#### 6.2.6. Information Control Office

The Ministry plans to establish an Information Control Office (ICO) that will serve as a central repository of information used to facilitate the exchange of confidential information between the Preferred Proponents and the Ministry and BCHOs. The function of this office is to ensure that confidential

information provided by the Preferred Proponents is kept segregated from each other and that Joint Solution Definition Phase activities are facilitated.

Details of this office will be provided to the Preferred Proponents prior to the start of Phase 2.

# 6.2.7. Discovery Cycle

The discovery cycle is the opportunity for the Preferred Proponents to obtain information from the Ministry and BCHOs' respective staffs in preparation for the JSD workshops. It is anticipated that ongoing information gathering will continue throughout the remainder of this JSD Phase and includes documents, records of technology assets and service metrics (where applicable), as well as other information that a Preferred Proponent may consider necessary in order to prepare its Outcome Solution. This activity is monitored and access to select Ministry and BCHO resources controlled by the ICO. Preferred Proponents are not permitted to conduct their own information gathering work with any Ministry or BCHO representative outside of the ICO process (see Section 2.1.5 of this JSRFP).

# 6.2.8. Joint Solution Definition

This period of activity consists of a series of topic-specific workshops which will inform the development of the following components designed to be the basis of the Outcome Solution:

- a. Service Delivery Model, including, but not limited to:
  - i. Requirements Roadmap

The JSD Phase will continue the joint development of the Requirements Roadmap (see Table 7 in Section 6.2.3 in this JSRFP). Based on the Desired Outcomes and Objectives established in Stage Two, each Preferred Proponent and the BCHOs will further define their Objectives and define the Performance Standards. Reporting principles and processes will be defined to support associated incentives.

The Objectives will have the necessary level of detail to provide the basis for further identifying and detailing the work processes (the Taxonomy) to be performed by each of the parties. The JSD Phase will enable the Preferred Proponents to have substantial leeway in developing this document and related exhibits. A key aspect of an outcome-based model is that the Service Provider retains flexibility to determine the underlying work processes required to achieve the Objectives and Desired Outcomes, taking into consideration the Strategic Drivers and other business requirements of the BCHOs, and further develop the Objectives required to achieve them.

#### ii. Taxonomy and Workload Allocation:

In the JSD Phase, each Preferred Proponent and the BCHOs will continue the development of their Taxonomy and begin to focus on workload allocation.

The workload allocation section records the co-sharing of the work scope (roles) and accountabilities (responsibilities).

This workload allocation reflects the competencies of the parties related to the Taxonomy work processes and sub processes. These processes and the associated workload allocation (the party responsible) is subject to change over the Term of the Final Contract as innovation or transformation are introduced and Desired Outcomes and Objectives change.

#### b. Economic Model

The BCHOs are looking to the Preferred Proponents to demonstrate their commitment to an outcome-based economic model. The BCHOs desire an economic model that will fairly compensate and motivate the Service Provider to achieve Desired Outcomes and Objectives. The BCHOs desire to achieve optimum balance between the Objectives and the cost to achieve those Objectives.

The BCHOs anticipate an economic model that will include the following four elements:

- i. Cost Pass Through for all Services (does not include mark-up, overhead or margin);
- ii. Management Fee (a predetermined, set base fee for managing the Services to cover the Service Provider, including Subcontractors' overhead(s) and partial margin(s);
- Performance Incentive (fees or other incentives tied to meeting or exceeding Performance Measures that reflect achievement of the BCHOs' Objectives and may provide additional margin to the Service Provider);
- iv. Special Investments (investments that are required to fund innovations that drive improvements to the service.)

An overview of the anticipated Economic Model is provided in Appendix H.

A fundamental objective of the Economic Model is to align Service Provider Performance Fees to the BCHOs' Desired Outcomes. This Economic Model requires commitment by all parties to a high degree of financial and operational transparency during the procurement and during the Term of the Final Contract.

The Economic Model supports achievement of the following objectives:

- i. Strong alignment of the Performance Fees to the Desired Outcomes;
- ii. Financial transparency into all costs and operational transparency into all activities related to provisioning the Services;
- iii. Demonstration of value for money;
- iv. Ongoing measurement of performance using jointly defined Performance Measures;
- v. Cost containment within annual budgets and continuous savings over the Term of the Final Contract;
- vi. Flexibility and agility to handle permanent and temporary changes to in-Scope Services and scale:
- vii. Appropriate identification of risks and allocation to the appropriate party, risk management and risk mitigation plan, including the quantification of risks with clearly defined accountability for each risk;
- viii. Capacity and mechanism to make investments required to enable continuous improvement and future transformational opportunities; and
- ix. A collaborative, outcome-based contract governance and relationship model.

The guide to Preferred Proponents provided early in the JSD Phase will provide further instructions; however, the following should be factored into the Outcome Solution:

- i. Proposed Economic Model, including all elements of the model, including without limitation the Cost Pass Through, Management Fee, Performance Incentives, and Special Investments;
- ii. How the Economic Model enables the objectives described above. For example, the Outcome Solution should describe the Performance Incentives and types of Performance Measures and how actual performance against these measures will determine these fees.

While the Economic Model in the Concept provided by each Preferred Proponent from Stage Three will establish the framework needed during the JSD Phase, it is possible that information gathered during the ongoing discovery cycle (see Section 6.2.7 of this JSRFP), or as a result of discussions with the BCHOs during this cycle, may result in modifications being considered.

#### c. Governance and Stakeholder Relationship Management

The Ministry and BCHOs anticipate that governance will be further discussed and jointly developed as part of the JSD Phase.

The following are examples of activities that should be factored into the Outcome Solution:

#### i. Active Insight versus Oversight

Governance through insight vs oversight is pertinent in allowing the Service Provider to actively manage the services that are being delivered. There is also an expectation that redundancies in governance roles will be identified and addressed over the Term.

#### ii. Collaborative Governance Structure

The governance structure should promote collaboration and sound decision making at appropriate levels. The governance structure should also promote joint oversight of the Desired Outcomes. Governance mechanisms should be implemented that promote collaborative work with the Service Provider in monitoring and mitigating service issues and risks.

# iii. Benchmarking

On a periodic basis, the Service Provider, with the cooperation of the BCHOs, will ensure that the delivery of the Services is performed consistent with industry standards and best practices, through benchmarking processes and/or independent audits, both of which will be incorporated into the Final Contract.

#### iv. Performance and Relationship Management Program

As part of the BCHOs' performance management and reporting, the Service Provider and the BCHOs need to implement processes and mechanisms to manage both the performance against the Desired Outcomes and associated Performance Standards. The Service Provider and the BCHOs should also implement processes and mechanisms to monitor the overall health of the relationship.

#### v. Service Communications

The BCHOs will work with the Service Provider on service related communications during the Term of the Final Contract.

# vi. Continuity of Resources

The Outcome Solution should include provisions to ensure continuity of resources for key governance and operational roles. The BCHOs expect that at least 50% of the people jointly developing the solutions should be the same as those negotiating and 33% of the people should be on the post contract governance for a minimum of 2-3 years.

# d. Transformation Management

Taking into consideration the proposed Desired Outcomes of innovation and transformation, and in the interest of keeping pace with evolving healthcare technologies, the Outcome Solution should outline how the Service Provider intends to manage these changes throughout the Term of the Final Contract, from identification of opportunities, to transition of work, to change management protocols for continuous alignment and service continuity.

#### e. Transition Management

The BCHOs expect the Service Provider to be an active participant in the development of the transition strategy and implementation plan, to ensure successful transition of existing services to the Service Provider. The role of the BCHOs in the Service Provider's transition strategy and implementation plan will be jointly developed and agreed with the Preferred Proponents during the JSP Process. The BCHOs will also assist with the Service Provider's change management process to ensure the Services are implemented in an effective and timely manner.

The Outcome Solution should include the following:

- i. The design, development and implementation of a transition plan to ensure orderly transfer of existing workstation support services to the Service Provider.
- ii. Implementation of a change management process coordinated by the Service Provider and the BCHOs to facilitate the transition process. Solutions to the transition plan requirements will be jointly developed during the JSD Phase activities.

# f. Innovation Management

The following should be factored into the Outcome Solution:

- Strategies for driving overall transformation initiatives throughout the Term; and
- ii. Process for managing day-to-day continuous improvement efforts or business problems that arise.

# g. Contractual Change Management

The BCHOs operate in an evolving and dynamic environment. The Final Contract is intended to represent the requirements at the time of signing of the Final Contract. However, it is also anticipated that requirements will change throughout the Term of the Final Contract that may make it necessary for either or both Contracting Parties to realign expectations and possibly economics associated with service delivery. The specific elements of change will be determined through the governance framework. The Service Provider is required to factor in a process for updating and managing any changes to the Final Contract.

h. Risk Management, Business Continuity and Exit Management Plan

Risk management (such as indemnity, limitation of liability and insurance requirements) and business continuity are essential and will be jointly developed during the JSD Phase activities.

The Ministry and BCHOs will be looking for Preferred Proponents to factor in the following within their Outcome Solutions:

- Any requirements of the BCHOs' risk management framework developed during the JSP Process;
- Maintenance of an appropriate risk register, and disaster recovery and business continuity plan consistent with the requirements to meet agreed to service measures and Key Performance Indicators;
- iii. The risk register and disaster recovery and business continuation plan is to be completed as part of the Due Diligence and Outcome Solution Finalization Phase activities; and
- iv. An end-of-term Final Contract transition-out strategy. The transition-out strategy is to be completed as part of Due Diligence and Outcome Solution Finalization Phase activities.

# 6.2.9. Framing the Outcome Solution

The intent of the JSD Phase up to this point is for the BCHOs to have shared as much information about the clinical and business environment as is required to give the Preferred Proponent an understanding of the opportunities and challenges that should be considered in developing an Outcome Solution. Each Preferred Proponent will prepare an Outcome Solution that incorporates work on a proposed business model and Statement of Intent, deal structure, associated economic model and solution delivery parameters addressing the Scope of the Opportunity. Preferred Proponent's should test their Outcome Solution against the final Guardrails, Key Business Requirements, Desired Outcomes and Objectives before submission.

The Ministry and BCHOs intend on scheduling a series of topic related synthesis workshops for each Preferred Proponent during the JSD Phase. A full-solution synthesis workshop may also be offered to each Preferred Proponent prior to finalization and submission of the proposed Outcome Solution for evaluation.

#### 6.2.10. Identify Successful Proponent

The Phase Two Evaluation Committee will evaluate each Preferred Proponent's Outcome Solution. The top ranked Preferred Proponent will be confirmed as the Successful Proponent. The remaining Preferred Proponent will be designated as the 'vendor-in-waiting'. In the event that negotiations with the Successful Proponent fail, the Ministry reserves the right to contact the 'vendor-in-waiting' Preferred Proponent and invite them to enter into the Due Diligence and Outcome Solution Finalization Phase.

The Due Diligence and Outcome Solution Finalization Phase is highlighted below (Figure 8):

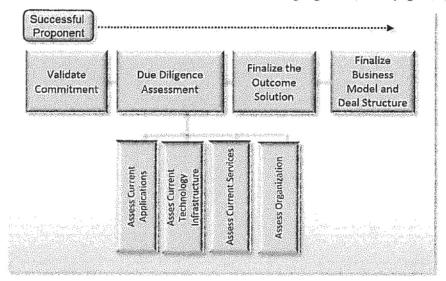


Figure 8 – Due Diligence and Outcome Solution Finalization Phase

The Due Diligence and Outcome Solution Finalization Phase will begin with a period of due diligence where both the Successful Proponent and the BCHOs will engage in activities to ensure that the Outcome Solution developed during the JSD Phase is validated against detailed information.

#### a. Validate Commitment

Once a Successful Proponent has been chosen, an early activity in Phase Three is to validate commitment between the BCHOs and the Successful Proponent.

The Ministry expects that a Letter of Intent will be signed by the Successful Proponent, the Ministry and BCCSS, on its own behalf and as collective agent for the HAs, and be followed by an announcement to the public. The Letter of Intent will be in such format and contain such detail as determined by the Ministry and BCHOs. The Letter of Intent may include certain terms and conditions that the BCHOs intend to include in the Final Contract. The Letter of Intent will make reference to the Successful Proponent's Outcome Solution. For greater clarity, although the Ministry will enter into the Letter of Intent as a facilitator under this JSRFP, the Ministry (and the Province) will have no liability under the Letter of Intent and no liability or obligations of any kind under the Final Contract.

A preliminary series of activities will take place to set the stage for detailed Due Diligence and Outcome Solution Finalization preparation. This includes establishment of the Ministry and the BCHOs' and the Successful Proponent's negotiating and supporting infrastructure (tools and resources), meeting schedules, subject areas and rules of engagement as applicable.

# b. Due Diligence Assessment

Due diligence assessment is primarily for the Successful Proponent to detail its understanding of the parameters impacting successful delivery of the Outcome Solution formulated in the previous JSD Phase. This includes detailed verification of information used to design the Outcome Solution, validate assumptions and accept or refer to negotiations any outstanding items. The Ministry and the BCHOs may, in addition, perform further due diligence on the Successful Proponent to verify its current financial and operating capacity to deliver on and commit to the statements made by the Successful Proponent in its Outcome Solution framework. This may include additional reference checks as described in this Appendix F – Vendor Reference Check Review Process and site visits.

#### c. Finalize the Outcome Solution

On conclusion of the due diligence assessment, the Outcome Solution coming out of the previous JSD Phase will be validated to ensure the Outcome Solution will achieve the Desired Outcomes. During this phase, several documents, including the Taxonomy, Requirements Roadmap and Economic Model, will be completed in detail and prepared for incorporation into the Final Contract.

This will be a significant effort and may take several months to complete.

#### d. Finalize Business Model and Deal Structure

An important activity of this phase is finalization of the proposed business model that will be used as a basis for the Final Contract. This activity has to be completed prior to commencing the Contract Negotiation and Finalization Phase of the ISP Process.

Prior to entering to Phase 4, the following documentation will be developed and completed:

- i. A refinement of the Successful Proponent's Outcome Solution; and
- ii. A term sheet that forms the basis of the Final Contract.

# 6.4. Phase Four - Contract Negotiation and Finalization Phase

The Contract Negotiation and Finalization Phase is depicted below (Figure 9):

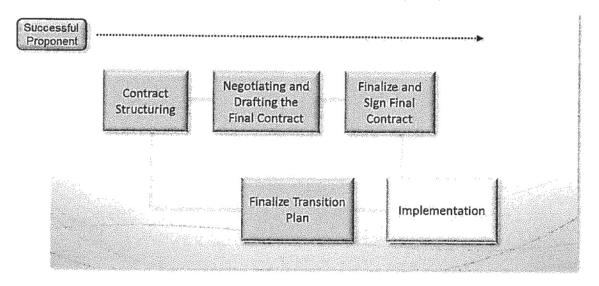


Figure 9 - Contract Negotiation and Finalization Phase

The Contract Negotiation and Finalization Phase marks the final phase of the JSP Process. The terms and conditions appended to the Letter of Intent signed at the commencement of the Due Diligence and Outcome Solution Finalization Phase will be included in the Final Contract.

Activities will include interest-based negotiations in a structured negotiation process, in keeping with the Statement of Intent, and will require negotiation commitment from the Ministry and the BCHOs and the Successful Proponent. The Successful Proponent, including any Subcontractors, are expected to

make all required corporate decision makers readily available to both participate in the negotiations and to ensure timely escalation and resolution of issues.

Substantive activities will include final negotiation of the design and implementation parameters for the Successful Proponent's Outcome Solution and overall economic model and deal structure, governance and operational plans necessary to transition, operate and maintain the Services.

The negotiations will also include discussion on opportunities and mechanisms to manage the agreement over the Term of the Final Contract. Work on delivery of the Services will not start until the Final Contract has been executed by the Contracting Parties.

There following five key components describe how the Contract Negotiation and Finalization Phase will proceed:

#### a. Contract Structuring

A period of contract structuring will determine the final contract structure and activities schedules to complete the Final Contract.

# b. Negotiating and Drafting the Final Contract

During this period of activity, the Final Contract will be negotiated and drafted. Further details with respect to this phase will be provided in the JSDA.

# c. Finalize and Sign Final Contract

Once the Final Contract is ready for execution, both BCCSS and the Successful Proponent will need to obtain the necessary approvals to sign the Final Contract. On signing, a public announcement may be made and implementation of the Final Contract will begin. Any public announcement by the Service Provider is to be approved in writing by the Ministry before release.

#### d. Finalize Transition Plan

This activity will occur to confirm the commencement date of the Final Contract, and includes the preparation for the transition of Services from the existing service provider to the Successful Proponent. This activity will occur in parallel with the three components stated above.

# e. Implementation

Implementation will begin as soon as possible after Final Contract signing.

# 6.5. JSP Process - Right to Suspend, Terminate or Re-Start

The Ministry reserves the right at any time from the JSD Phase through to the end of the JSP Process to either suspend, terminate or re-start discussions or negotiations with either or both of the Preferred Proponents or the Successful Proponent. Any decision to suspend, terminate or re-start discussions or negotiations will reside with the Ministry.

At various points in the JSP Process, the Ministry may request the Preferred Proponents or the Successful Proponent, as the case may be, prepare and deliver a presentation to the Ministry and the BCHOs so as to assess the progress of the activities to date. These presentations will be used to assess the state of the respective discussions and to determine whether the JSP Process approach continues to be appropriate.

# 7. EVALUATION CRITERIA

# 7.1. Proponent Qualification Phase - Evaluation Criteria

Selection of Short-Listed Proponents is based on evaluation by the Stage One Evaluation Committee of a Proponent's ability to demonstrate its capacity, capability and commitment and conceptual approach to perform the Services within the Scope of the Opportunity.

Identification of the Preferred Proponents is based on the aggregate scores of the evaluations performed by the Stage Two Evaluation Committee (for Stage Two Workshop activity) and the Stage Three Evaluation Committee (for the Concept submission).

# 7.1.1. Proponent Qualification Phase - Stage One Evaluation Criteria

In the event that a Proponent fails to submit Appendix B – Submission Form and a list of BC government contracts and customer references, or a statement declaring that they have no contracts that meet the criteria set out in Appendix F – Vendor Reference Check Review Process, the Ministry reserves the right not to proceed with an evaluation of the Proponent's Stage One Submission.

In accordance with Appendix F – Vendor Reference Check Review Process, government and customer reference checks will be performed on all Proponents in Stage One. Upon completion of the Stage One evaluation process, the scores will be tallied and Proponents ranked. Up to the four (4) top ranked Proponents will be invited to participate in the Stage Two Workshops. Scores achieved in Stage One will not be carried forward. However, information provided in the Submission may be referenced throughout the JSP Process.

The remaining Proponents who were not selected to proceed to Stage Two Workshops will be advised of their ranking and offered debriefing sessions. It is the intention of the Ministry to schedule these sessions after the Final Contract has been executed. The Ministry, in its discretion, may schedule these sessions sooner. Section 8 of this JSRFP provides detailed response guidelines and further information on each of the evaluation criteria outlined in the table below for Stage One of the Proponent Qualification Phase. Proponents should provide to the extent available specific examples including relevant, factual or statistical information as it applies to this procurement.

If a Proponent intends to either submit a Submission with one or more Subcontractors, or intends to use the services of Subcontractors in the Final Contract, then the response to specific evaluation criteria should include information regarding the Proponent and the Subcontractor(s). Where Services will be performed by one of more Subcontractors, or have been proposed to be performed by a Subcontractor, please provide details of the Subcontractor's role(s), nature of Services and overview of the Subcontractor's organizational profile for evaluation. The Ministry understands the Proponent may include a Subcontractor at a later stage; the Ministry reserves the right to evaluate any new Subcontractors against the Evaluation Criteria or at any stage of the JSP Process. In addition, a Proponent will not substitute or change or remove or add a Subcontractor without the Ministry's written prior consent.

The following table describes the Stage One evaluation criteria:

**Table 9 - Stage One Evaluation Criteria** 

Stage One Evaluation Criteria		Points Available
Capability - to engage in the JSP Process and in particular to deliver Services in an outcome-based contractual framework for all BCHOs.		30
a)	Proponent profile	
b)	Demonstrated experience and/or understanding with delivering services in an outcome-based contractual model similar to the size and Scope of the Opportunity	
c)	Demonstrated experience in a complex healthcare delivery environment similar to the size and Scope of the Opportunity	
d)	Demonstrated experience with identifying and implementing innovation within a similar market segment and in identifying and delivering on strategic business transformation	
e)	Demonstrated experience with transition planning and transitioning services similar to the size and Scope of the Opportunity	
f)	Demonstrated experience managing similar size employee transitions or onboarding	
g)	Demonstrated experience and/or understanding in designing and implementing complex economic models and deal structuring in a long term outcome-based contract	
h)	Demonstrated ability to assume and manage risk in an outcome- based contracting model	
i)	Demonstrated experience managing complex project delivery for multiple stakeholder groups with individual and potentially competing priorities	
j)	Demonstrated experience ensuring privacy protection and security in the management of government and other public sector information	
	city - to engage in the JSP Process and, in particular, to deliver ces in an outcome-based contractual framework for all BCHOs.	20
a)	Corporate and financial capacity	
b)	Demonstrate the ability to scale to meet fluctuating and on demand workload requirements.	
c)	Demonstrate capacity to design, transition, implement, and operate services within the size and Scope of the Opportunity	

and the	Stage One Evaluation Criteria	Points Available
d)	Demonstrate the breadth and depth of resources and their skillsets required to meet the size and Scope of the Opportunity	(30) (4)
Commitment - to engage in the JSP Process through to conclusion as well as the ongoing delivery of Services according to an outcome-based contracting framework.		25
a)	Commitment to a long term collaborative relationship with the BCHOs	
b)	Commitment to an outcome-based framework	
c)	Commitment to compliance with the Key Business Requirements	
d)	Commitment of staff to engage in the JSP Process and the WEST project	
e)	Commitment to environmentally sustainable service delivery practices	
f)	Commitment to engaging with BC's small business technology industry	
Conceptual Approach		25
Ser des BCI con	ng an outcome-based framework, the Proponent should provide a acceptual approach that will ensure the successful delivery of the vices to the End Users within British Columbia and that briefly scribes how the Proponent will demonstrate alignment with the HOS Desired Outcomes and address the WEST business challenges, asiderations and requirements related to the Scope of the portunity. In addition, it should outline perceived critical risks and sable strategies to mitigate.	
15	TOTAL	100

## 7.1.2. Proponent Qualification Phase - Stage Two Evaluation Criteria

In Stage Two, each of the Short-Listed Proponents will participate in an individual 4-day workshop (inperson and interactive) focused on organization alignment. At the time of shortlisting, a guide, including an agenda and the detailed evaluation criteria, will be provided.

The following table sets out evaluation criteria with high level descriptions for Stage Two. The Ministry will finalize the evaluation criteria and weighting for Stage Two prior to commencement of the Stage Two workshops.

Table 10 - Stage Two Evaluation Criteria

	Stage Two Evaluation Criteria – Organization Alignment	Points Available
a)	Creativity – originality, takes appropriate risks to achieve innovative solutions	TBD
b)	Flexibility – openness, adaptability, responds effectively to a changing environment	TBD
c)	Transparency – forthcoming, relationship openness	TBD
d)	Attitude – enthusiastic, supportive, inclusive	TBD
e)	Participation – balanced amongst team, contributions at all organizational levels	TBD
	Total Score	35%

The evaluation criteria will be used to score the short-listed Proponents' based on the workshops. The Stage Two scores account for 35% of the combined Stage Two and Stage Three scores. The Stage Two scores will be carried forward to Stage Three and the sum of the scores will be used to select the Preferred Proponents (see Tables 10 and 11 - Stage Two and Stage Three Evaluation Criteria).

### 7.1.3. Proponent Qualification Phase - Stage Three Evaluation Criteria

On completion of Stage Two of the Proponent Qualification Phase, short-listed Proponents will be asked to develop a Concept from the high level conceptual approach they included as part of their Submission (see Section 8.6 of this JSRFP) and an overview presentation, with such Concept and overview presentation to be evaluated in Stage Three. The Concept and overview presentation account for 65% of the total evaluation score for Stage Two and Stage Three. As identified in Section 6.2.4, the Concept and overview presentation will not only reflect the principles of the outcome-based contracting and demonstrate commitment in moving forward to establish a contractual structure that operates within these principles but will also take into account workshop discussions from Stage Two.

The Ministry and BCHOs will finalize the evaluation criteria for Stage Three prior to the end of Stage Two and will distribute the finalized evaluation criteria to the short-listed Proponents. The Proponent will prepare an overview of the Concept to be presented at the beginning of Stage Three (in Victoria, BC).

Table 11 - Stage Three Evaluation Criteria

	Stage Three Evaluation Criteria	Points Available
a)	Governance & Relationship Management	TBD
b)	Service Delivery Approach	TBD
c)	Economic Model	TBD
d)	Transformation and Innovation	TBD
e)	Transition	TBD
	Total Score	65%

On completion of the Stage Three evaluation process, the scores for Stages Two and Three will be tallied, and the Short-Listed Proponents will be ranked. The top two highest scoring Short-Listed Proponents will be deemed to be the Preferred Proponents and invited to the JSD Phase.

#### 7.1.4. Joint Solution Definition Phase - Evaluation Criteria

Once the Preferred Proponents have been identified, a period of JSD Phase activities will take place that culminates with the Preferred Proponents each developing an Outcome Solution and delivering it to the Ministry for evaluation. The Phase Two Evaluation Committee will convene and evaluate the Outcome Solution submitted by each of the Preferred Proponents and evaluate which Preferred Proponent will be deemed the Successful Proponent and thereby invited to proceed to the Due Diligence and Outcome Solution Finalization Phase.

Note: The Ministry reserves the right to alter these draft criteria, provided it does so prior to the commencement of the JSD Phase activities (other than the execution of the JSDA). Written notice of any alterations will be provided to the Preferred Proponents prior to the commencement of the JSD Phase activities (other than the execution of the JSDA).

The following table is a high-level overview of the draft criteria for assessing the Outcome Solution that may be further refined (including the provision of weightings) prior to the JSD Phase activities (Table 12):

Table 12 - JSD Phase Draft High-Level Evaluation Criteria

	JSD Phase Draft High-Level Evaluation Criteria
•	Service Delivery Model
•	Economic Model
•	Governance and Stakeholder Relationship Management
•	Contract Change Management
•	Transformation Management
•	Innovation Management
•	Transition Management
•	Risk Management, Business Continuity and Exit Management Plan
•	Guardrails
•	Key Business Requirements

On completion of the JSD Phase evaluation, the Ministry will announce the Successful Proponent and the Due Diligence and Outcome Solution Finalization Phase will commence.

### 8. Proponent Response Guidelines

#### 8.1. Submission Format

Proponents are asked to assist the Stage One Evaluation Committee by structuring their Submissions in a consistent manner. The recommended Submission format is described below:

- a. JSRFP cover page;
- b. Signed letter in substantially similar form to that of Appendix B- Submission Form;
- c. Table of contents;
- d. Executive summary;
- e. Body of the Submission;
- Government and customer references;
- g. Appendices.

## 8.2. Submission Guidelines

The Stage One Evaluation Committee will evaluate Proponents to select the Short-Listed Proponents on their capability, capacity, commitment and conceptual approach in relation to the Scope of the Opportunity.

If a Proponent intends to either submit a Submission with one or more Subcontractors, or intends to use the services of Subcontractors in the Final Contract, then the response to specific evaluation criteria should include information regarding both the Proponent and the Subcontractor(s). Where Services are performed by one of more Subcontractors, or have been proposed by a Subcontractor, please provide details of the Subcontractor's role(s), nature of Services, percentage of work and Services allocation, and overview of the Subcontractor's organizational profile for evaluation. While the Proponent may include a Subcontractor at a later stage, the Ministry reserves the right to evaluate any new Subcontractors against the evaluation criteria or at any stage of the JSP Process.

The Proponent's Submission should be no longer than 75 pages (excluding financial statements and government and customer references) and should be a reasonable (e.g. between 10 - 11 point) font.

#### 8.3. Capability

Capability refers to a Proponent's competency to engage in the JSP Process and, in particular, to deliver Services in an outcome-based framework for all current BCHOs and Future BCHOs.

#### a. Proponent profile:

Each Proponent should include a corporate profile that details background information on the Proponent, and any Subcontractors, including, for each organization, the year they were established; corporate ownership and hierarchy, jurisdiction, corporate strategic direction; area of recognized expertise in the market place; an overview of the corporate information including size, revenues, market and geographic coverage.

- b. Demonstrated experience and/or understanding with delivering services in an outcome-based contractual model similar to the size and Scope of the Opportunity:
  - Each Proponent should describe their understanding of the structure of an outcome-based contractual model and how their business is designed to support that model. Additionally, each Proponent should demonstrate any experience using an outcome-based contractual model. The Proponent should outline critical challenges that were faced and how they were overcome and should document whether this type of contractual model is deemed a success from the Proponent and their customer's point of view.
- Demonstrated experience in a complex healthcare delivery environment similar to the size and Scope of the Opportunity:
  - Using examples, each Proponent should show how they, and/or any Subcontractor(s), have supported a complex healthcare delivery environment. The Proponent should describe the types of healthcare delivery services supported and include the number of sites and types of end users, and identify some of the challenges that exist in this environment and how they were overcome.
- d. Demonstrated experience with identifying and implementing proactive continuous innovation within a similar market segment and in identifying and delivering on strategic business transformation:
  - Using examples, each Proponent should describe where they, and/or any Subcontractor(s), have recently worked jointly with a client organization to develop and execute a strategy for innovation and business transformation.
- e. Demonstrated experience with transition planning and transitioning services similar to the size and Scope of the Opportunity:
  - Provide examples in which the Proponent and/or any Subcontractor(s), as the case may be, have planned and transitioned large, complex environments from a service provider to themselves. Describe high-level project tasks, challenges faced, timelines and team structure. Include a description of the critical success factors associated with the examples and explain how they resulted in successful transition.
- f. Demonstrated experience managing similar size employee transitions or onboarding:
  - Provide examples in which the Proponent and/or any Subcontractor(s), as the case may be, have experience managing an employee transition or onboarding project. Describe the high-level approach taken to transition or onboard employees, challenges faced, including the number of employees transitioned or onboarded, union status of transitioned or onboarded employees, geographic implications, services provided to employees and retention metrics after two years. Also describe the critical success factors associated with the examples and explain how their approach resulted with a mutually beneficial result for employees and the organizations.
- g. Demonstrated experience and/or understanding in designing and implementing complex economic models and deal structuring in a long term outcome-based contract:
  - Each Proponent should describe their understanding of the deal characteristics, such as, but not limited to, deal structure, financial size, length of term, and any key features that illustrate the principles of flexibility and risk and reward sharing. Using recent examples, similar or larger in financial size, scope and prospective change, each Proponent should demonstrate any experience where it has successfully engaged in a long term (five or more years) outcome-based contract that required performance standards to be met before full payment received. For each example, each Proponent should describe the deal characteristics outlined above.

h. Demonstrated ability to assume and share risk and reward in an outcome-based contracting model:

The Ministry and BCHOs are interested in the Proponent's experience in the management of risk including technology, implementation, operational, service delivery, financial, human resource and business continuity. As the JSP Process contemplates a risk and reward sharing mechanism in the Final Contract, each Proponent is asked to demonstrate, using examples, in which risks were assumed solely by the Proponent and additional examples in which risks and rewards were shared by the Proponent and customer, both preferably within an outcome-based context.

i. Demonstrated experience managing large, complex project delivery for multiple stakeholder groups with individual and potentially competing priorities:

Each Proponent should describe their, and/or any Subcontractor(s), past experience in managing and delivering large, complex projects for multiple stakeholder groups. The Proponents should outline any critical challenges that were faced and how they were overcome and also describe the organizational change management approaches used.

j. Demonstrated experience ensuring privacy protection and security in the management of government and other public sector information:

The Proponent should describe its, and/or any Subcontractor(s), tools, processes, policies and practices used in other similar environments for managing security and the protection of privacy and confidential information. The Proponent should also describe any concerns or challenges anticipated in this area.

k. Demonstrated experience and approach with some or all of the Potential In-Scope Services similar to the size and Scope of the Opportunity:

The Proponent should describe their, and/or any Subcontractor(s), experience in providing some or all of the Potential In-Scope Services similar to the size and Scope of the Opportunity. Include a description of synergies achieved when providing these services in conjunction with the In-Scope Services. Identify challenges or opportunities you envision with potentially providing these services.

### 8.4. Capacity

Capacity refers to the ability of the Proponent to engage in the JSP Process and, in particular, to deliver the Services in an outcome-based framework for all BCHOs.

a. Corporate and financial capacity:

Each Proponent should describe where and when it has been engaged as a service provider with substantial financial obligation. Large scale public or private sector examples would be preferred and, if possible, where the services were similar to the Scope of the Opportunity. Demonstrate capacity to mobilize an appropriate workforce in a timely manner based on the needs of the organization (including diverse geographical considerations). Each Proponent should provide evidence of current financial stability and solvency. Include the three most recent years of audited annual financial statements (income statements, balance sheets, and statements of cash flows) as well as business unit specific metrics such as revenues and employees in their device management business or similar lines of business.

b. Demonstrate the ability to scale to meet fluctuating and on demand workload requirements:

Each Proponent should demonstrate experience in scaling to adapt to increasing and decreasing workload in service delivery and project related activity. Each Proponent should provide specific

examples of where the Proponent has dealt with situations which have required additional resources to satisfy a short-term need. Examples might be: security threats, natural disasters, health related outbreaks, emerging health risks.

c. Demonstrate capacity to design, transition, implement and operate services within the size and Scope of the Opportunity:

Each Proponent should clearly demonstrate its capacity, or how it will gain or develop the capacity, to design, transition, implement and operate all the services and infrastructure required to support the Services within the Scope of the Opportunity. Each Proponent should describe where it has done this work previously and show how it will have the capacity to take on new work on the scale of the Scope of the Opportunity. In addition, the Proponent should clearly show how it will manage capacity for new and evolving services throughout the Term of the Final Contract.

d. Demonstrate the breadth and depth of resources and their skillsets required to meet the size and Scope of the Opportunity:

Each Proponent should clearly identify the range of skillsets and experience base that its resources possess to best meet the delivery of Services required for the Scope of the Opportunity. This should include quantitative and qualitative information including the ability to enhance skillsets and knowledge throughout the Term of the Final Contract. Please provide to the extent possible the retention rates for management and technical/service delivery positions over the past 5 years.

#### 8.5. Commitment

Commitment refers to the level of Proponent engagement in the JSP Process through to conclusion as well as the ongoing delivery of Services according to an outcome-based contracting framework.

a. Commitment to a long term collaborative relationship with the BCHOs:

Each Proponent should explain what it would do to ensure a successful collaborative relationship, and provide examples of where it has been involved in a successful collaborative relationship, preferably in an outcome-based framework. Each Proponent should include information in their examples about any complex problem or emergent situation and how they were addressed using a collaborative approach.

b. Commitment to an outcome-based framework:

Each Proponent should describe how it is committed to delivering Services within an outcomebased framework. The Proponent should provide any examples of where it has been involved in an outcome-based framework, including the development and ongoing engagement with the end user. The Proponent should describe challenges and how they were overcome. The Proponent should provide up to two references to demonstrate its ability as well as validate their success with an outcome-based endeavor. The Proponent should describe any critical success factors that it feels need to be considered in ensuring the established and ongoing success of an outcomebased framework.

c. Commitment to compliance with the Key Business Requirements.

Each Proponent should confirm their understanding and willingness to comply with the KBRs. In the event that the Proponent cannot accommodate all of the KBRs, the Proponent should disclose the rationale for such inability (See Section 5.2).

d. Commitment of staff to engage in the JSP Process and the WEST project:

The Ministry and BCHOs require substantial commitment from the Preferred Proponents that advance to later stages and phases of the JSP Process and from the Successful Proponent throughout the Term of the Final Contract.

Each Proponent should include the names and bios of individuals that will make up the Proponent's team as the JSP Process progresses from the Stage Two workshops through to the Contract Negotiation and Finalization Phase. Each Proponent should describe the current roles and responsibilities of these individuals in the Proponent's organization, as well as the roles and responsibilities they will play or assume in the JSP Process. Proponents should provide a project team organization chart.

In addition, each Proponent should describe how it proposes to have the appropriate decision makers in key roles, including Subcontractors that are fundamental to the proposed Solution, during the JSP Process and how it will ensure these individuals will continue to be involved after Final Contract execution.

e. Commitment to environmentally sustainable service delivery practices:

Each Proponent should describe how it is committed to delivering services in an environmentally sustainable manner. The Proponent should demonstrate policies, processes and procedures relevant to environmental sustainability.

f. Commitment to engaging with BC's small business technology industry:

Each Proponent should describe any business engagements or processes that it has in place or is committed to implementing which would address the Ministry's interest to engage with BC's technology industry in activities such as supplier development.

## 8.6. Conceptual Approach

Using an outcome-based framework, the Proponent should provide a conceptual approach that will ensure the successful delivery of the Services and that briefly describes how the Proponent will demonstrate alignment with the BCHOs Desired Outcomes and address the WEST business challenges, considerations and requirements related to the Scope of the Opportunity. In addition, it should outline perceived critical risks and possible strategies to mitigate.

The conceptual approach will consider the data provided in the JSRFP and the VDR and portray a conceptual (but realistic) model that resonates with the business. The Ministry and the BCHOs desire a model that addresses how an outcome-based approach by the Proponent will focus service delivery at the point of the End User regardless of where the End User is located in the Province of BC and how the Economic Model can be geared to facilitate this strategic outcome.

The conceptual approach should take into account the Key Business Requirements and Guardrails expressed in this JSRFP and should also include a disclosure of any of the Proponents' own Guardrails.

Each Proponent should also include how the conceptual approach provides the needed flexibility and scalability to address future opportunities.

## 9. APPENDIX A – DECLARATION OF INTEREST

The Appendix A – Declaration of Interest is available as a downloadable document from the BC Bid website. Proponents who are interested in accessing the VDR should submit to the Contact Person at procurement@gov.bc.ca, a completed Appendix A – Declaration of Interest which includes the Non-Disclosure Agreement (Exhibit 1), Consent and Release (Exhibit 2) and the Agreement for Protection of IBM Confidential Information (Exhibit 3).

# 10. APPENDIX B – SUBMISSION FORM

Appendix B — Submission Form will be accessible through the Virtual Documents Room for those Proponents who have submitted a signed Declaration of Interest to the Contact Person. Proponents are required to complete the Submission Form and include it with their Submission.

## Joint Solution Request for Proposal JSRFP # ON-002882 APPENDIX D - Draft Final Contract Terms



## 11. APPENDIX C - DRAFT JOINT SOLUTION DEFINITION AGREEMENT

The Preferred Proponents will be required to enter into a Joint Solution Definition Agreement with the Ministry and BCCSS, as collective agent for the BCHOs, that will govern the actions of the Ministry, the BCHOS and the Preferred Proponents during the Joint Solution Definition Phase, the Due Diligence and Outcome Solution Finalization Phase and the Contract Negotiation and Finalization Phase. A final copy of the JSDA will be provided as a downloadable document in the VDR.

The Joint Solution Definition Agreement will include, but not be limited to, the provisions summarized below:

- 1. General representations, warranties and covenants;
- Conflict of interest and anti-collusion provisions including representations and warranties in respect of conflicts and anti-collusion;
- Evaluation process including formation of the evaluation committee; certain evaluation criteria used to evaluate the Preferred Proponents; and the debriefing process;
- 4. The right of the Ministry to amend, modify or suspend the JSP Process or suspend or cancel negotiations with a Preferred Proponent;
- 5. Right of the Ministry to designate an alternate Preferred Proponent;
- 6. Obligations of Preferred Proponents to bear all of their own expenses;
- Restriction on lobbying and on any contact with Ministry or government personnel except as authorized by the Ministry;
- Due diligence covenants including certain rights of the Preferred Proponent to seek information from the Ministry and the BCHOS and the right of the Ministry to consult outside references and obtain third party information regarding the Preferred Proponent;
- 9. The Ministry and the BCHOS being under no obligation to enter into a Final Contract;
- 10. No obligation for the Final Contract to be based upon the JSRFP and the ability of BCCSS, as collective agent for the BCHOs, and the Preferred Proponent to enter into arrangements that exceed or only include part of the scope contemplated by the JSRFP;
- 11. Duty of the Preferred Proponent to act in good faith throughout the JSP Process;
- 12. Confidentiality provisions including (a) the Ministry and BCCSS, for itself and as collective agent for the BCHOs, agreeing to keep detailed Outcome Solutions of the Preferred Proponents confidential subject to reasonable exceptions in order to facilitate the JSP Process and subject to the Freedom of Information and Protection of Privacy Act; and (b) the parties agreeing on processes for information to be released in certain circumstances to other stakeholders;
- 13. Privacy provisions;
- 14. Intellectual property provisions including ownership rights, representations, warranties, indemnities and cross licensing provisions;
- 15. The term of the JSP Process, default provisions, termination rights and consequences of termination or breach;

## Joint Solution Request for Proposal JSRFP # ON-002882 APPENDIX D — Draft Final Contract Terms



- 16. No representations or warranties from the Ministry or the BCHOS; no liability of the Ministry or the BCHOS for indirect or similar types of damages; and a limit of liability of the Ministry and the BCHOS equal to the reasonable direct expenses incurred by the Preferred Proponent;
- 17. No liability for errors or inaccuracies of the Ministry and/or the BCHOs;
- 18. No assignment right for the Preferred Proponent; and
- 19. General provisions including notice, governing law, entire agreement, nature of relationship, survival and execution.

## Joint Solution Request for Proposal JSRFP # ON-002882 APPENDIX D -- Draft Final Contract Terms



## 12. APPENDIX D – DRAFT FINAL CONTRACT CLAUSES

Appendix D — Draft Final Contract Clauses will be accessible through the Virtual Documents Room for those Proponents who have submitted a signed Declaration of Interest to the Contact Person.

# 13. APPENDIX E - PRIVACY PROTECTION SCHEDULE

Appendix E – Privacy Protection Schedule will be accessible through the Virtual Documents Room for those Proponents who have submitted a signed Declaration of Interest to the Contact Person.

# 14. APPENDIX F – VENDOR REFERENCE CHECK REVIEW PROCESS

Appendix F – Vendor Reference Check Review Process will be accessible through the Virtual Documents Room for those Proponents who have submitted a signed Declaration of Interest to the Contact Person.

## 15. APPENDIX G – BCHO SUPPORTING DOCUMENTATION

The following folders are available through the Virtual Documents Room for those Proponents who have submitted a signed Declaration of Interest to the Contact Person. A Table of Contents (TOC) will be provided in the VDR.

- G1 Draft Requirements Roadmap
- G2 Strategic Information
- G3 Current Contract Information
- G4 Current Workstation Environment
- G5 Key Business Requirements and Guardrails Information
- G6 Current Technology Environment
- G7 Additional BCHO Information Considerations for Support Current Services Security Policies and Standards Vested Templates and Examples

The BCHOs require an Economic Model that supports the objectives of an outcome-based services agreement. The Economic Model envisioned by the BCHOs has been developed to address the incentive-compatibility problems (i.e. Service Provider incentives not aligned to BCHO interests) associated with traditional pricing models such as cost-plus, fixed fee, and transaction-based pricing. The BCHOs have developed an Economic Model with four key elements that together are intended to align the interests of the Service Provider with the interests of the BCHOs. With aligned incentives, it is expected that the economic model will facilitate achieving the outcomes that support the BCHOs business strategy. The four elements of the economic model (Cost Pass Through, Management Fee, Performance Fee and Special Investments) have been structured to work in concert to align the incentives of the Service Provider to the outcomes desired by the BCHOs.

#### The four Economic Model elements are:

- 1. Cost Pass Through: The approved, actual costs of providing the In-Scope Services will be funded by the BCHOs. Costs do not include mark-up, margin or additional fees of any kind. As part of the acceptance process for the Cost Pass Through funding, the Service Provider will be required to demonstrate, at the request of the Health Organizations, that only costs to the Service Provider are included in the Cost Pass Through. Examples of costs include: labour costs (e.g. salaries and benefits), cost of goods sold, subcontractors' costs, and infrastructure costs directly associated with delivering the service. Overhead, corporate fees and royalties, and Selling, General and Administrative Expenses will not generally be considered by the Health Organizations as candidates for the Cost Pass Through.
- 2. Management Fee: The Service Provider will receive an annual fixed dollar amount fee for managing the In-Scope Services. Subject to meeting certain minimum service levels and delivering a defined scope of work, the fee will not fluctuate with increases or reductions in costs that are included in the Cost Pass Through. The Management Fee will be in place for the term of the agreement.
- 3. Performance Fee: The Performance Fee will be payable to the Service Provider, contingent on Service Provider performance against certain Performance Measures. The Performance Measures will be established to measure the effectiveness with which the Desired Outcomes are being met. The BCHOs, in consultation with the Service Provider, will establish the Performance Measures including the thresholds that will determine payments associated with the Performance Fee. The Performance Measures, including the thresholds for payment of the Performance Fee, will be updated by the BCHOs annually in consultation with the Service Provider. The maximum available performance fee may flex to ensure budgets are met. Contract extensions may be used as an incentive for achieving against Performance Measures in conjunction with the Performance Fee.
- 4. Special Investments: Special Investments are a mechanism whereby the Service Provider and the BCHOs can, on a case-by-case basis, jointly develop and jointly approve investment opportunities that generate longer-term benefits for both parties. The Special Investment opportunities will be evaluated by the parties based on the merits of a business case developed by the parties. Special Investments could be structured analogous to a joint venture (JV), with each party making investments into the JV in the form of capital, intellectual property, people or other contributions. These investments are intended to generate returns to the parties in future years in terms of reduced costs, better client services and cash flows to the Service Provider.

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### **Financial Transparency**

The Economic Model will require a high degree of collaboration and cooperation between the BCHOs and the Service Provider. To enable this collaboration and cooperation, it is required that the Service Provider provides full and complete financial and operational transparency to the BCHOs regarding the scope of work. The transparency requirement will include BCHO audit rights. The transparency requirement is specific to the scope of work and does not extend beyond the scope defined in the Final Contract. Furthermore, Proponents will be required to provide financial transparency during the procurement.

### Illustrative Example (All amounts are for Illustrative Purposes Only)

BCHO and Service Provider interests will be aligned by the KPIs that drive the Performance Fee and by maximizing returns on Special Investments

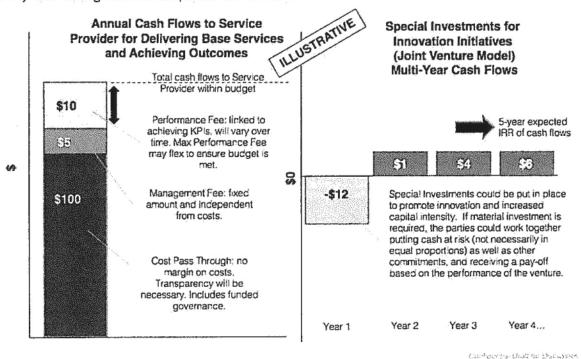


Figure 10 – Key Outcome-Based Economic Model Elements

# 17. APPENDIX I – RESTRICTED PARTIES

Appendix I – Restricted Parties will be accessible through the Virtual Documents Room for those Proponents who have submitted a signed Declaration of Interest to the Contact Person.

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## 18. APPENDIX J — LIST OF VDR DOCUMENTS

Below is a list of folders available in the VDR.

Appendix B – Submission Form

Appendix C - Draft Joint Solution Definition Agreement

Appendix D - Draft Final Contract Clauses

Appendix E - Privacy Protection Schedule

Appendix F – Vendor Reference Check Review Process

Appendix G - BCHO Supporting Documentation Table of Contents

G1 - Draft Requirements Roadmap

G2 - Strategic Information

G3 - Current Contract Information

G4 - Current Workstation Environment

G5 - Key Business Requirements and Guardrails Information

G6 - Current Technology Environment

G7 - Additional BCHO Information

Appendix I - Restricted Parties

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Page 429 to/à Page 431

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s.14;s.13;s.17

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s.14

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Page 441 to/à Page 442

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Page 443 to/à Page 459

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s.14;s.13;s.17

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s.21;s.13;s.17

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s.13;s.17

Page 462 to/à Page 463

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s.12;s.14;s.13;s.17

Due Diligence, the Province will evaluate the changes against the Evaluation Criteria as stated in the JSD Phase Guidebook to determine if the Successful Proponent remains the Successful Proponent or if the Vendor-in-Waiting will be invited to negotiate a LOI with the BCHOs.

From: Pearce, Alison HLTH:EX [mailto:Alison.Pearce@gov.bc.ca]

Sent: Tuesday, January 02, 2018 10:35 AM

To: Frere, Dara Subject: FW: WEST

Dara – I need a bit of help to get the pieces to support a draft BN. said you would be able to get for me:

- Current situation
- Timeline
- s.12,s.13,s.14,s.17

0

Thanks so much,

Alison

From: Feulgen, Sabine HLTH:EX

Sent: Tuesday, January 2, 2018 10:21 AM

To: s.17 Pearce, Alison HLTH:EX

Subject: RE: WEST

Could I get a high level BN before end of day that describes the current situation and path forward with schedule and decision points. Thanks.

Sabine

email: Sabine.Feulgen@gov.bc.ca

phone: 250.952.1764

From: S.17

Sent: Tuesday, January 2, 2018 10:13 AM

To: Pearce, Alison HLTH:EX
Cc: Feulgen, Sabine HLTH:EX

Subject: Re: WEST

s.12,s.13,s.17,s.21

Withheld pursuant to/removed as

s.12;s.21;s.13;s.17

## Belzile, Misty A HLTH:EX

From: Sent: Frere, Dara < Dara.Frere@viha.ca> Tuesday, January 2, 2018 2:24 PM

To:

Pearce, Alison HLTH:EX; s.17

Subject:

RE: WEST

Sensitivity:

Confidential

s.13,s.17

Hope this all helps.

Thanks, Dara

From: Pearce, Alison HLTH:EX [mailto:Alison.Pearce@gov.bc.ca]

Sent: Tuesday, January 02, 2018 2:19 PM

To: s.17

Cc: Frere, Dara Subject: RE: WEST Sensitivity: Confidential

Nice

From: s.17

Sent: Tuesday, January 2, 2018 2:18 PM

To: Pearce, Alison HLTH:EX

Cc: Frere, Dara
Subject: Re: WEST
Sensitivity: Confidential

s.13

s.17

On Jan 2, 2018, at 2:14 PM, Pearce, Alison HLTH:EX < Alison.Pearce@gov.bc.ca > wrote:

s.13,s.17,s.21

From: Frere, Dara [mailto:Dara.Frere@viha.ca]
Sent: Tuesday, January 2, 2018 1:52 PM

To: Pearce, Alison HLTH:EX

Withheld pursuant to/removed as

s.21;s.13;s.17

Withheld pursuant to/removed as

s.13;s.17

Withheld pursuant to/removed as

s.12;s.14;s.13;s.17

From: Pearce, Alison HLTH:EX [mailto:Alison.Pearce@gov.bc.ca]

Sent: Tuesday, January 02, 2018 10:35 AM

To: Frere, Dara Subject: FW: WEST

Dara – I need a bit of help to get the pieces to support a draft BN. s.17 said you would be able to get for me:

- Current situation
- Timeline s.12,s.13,s.14,s.17

Thanks so much, Alison

From: Feulgen, Sabine HLTH:EX

Sent: Tuesday. January 2. 2018 10:21 AM
To: Pearce, Alise

Pearce, Alison HLTH:EX

Subject: RE: WEST

Could I get a high level BN before end of day that describes the current situation and path forward with schedule and decision points. Thanks.

### Sabine

email: Sabine.Feulgen@gov.bc.ca

phone: 250.952.1764

From: s.17

Sent: Tuesday, January 2, 2018 10:13 AM

To: Pearce, Alison HLTH:EX Cc: Feulgen, Sabine HLTH:EX

Subject: Re: WEST

s.12,s.13,s.17,s.21

s.17

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Page 475 to/à Page 482

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### Somner, Kurstie HLTH:EX

From:

**HLTH Corporate Operations HLTH:EX** 

Sent:

Tuesday, January 23, 2018 8:57 AM

To:

HSIMT Documents Processing HLTH:EX; Somner, Kurstie HLTH:EX

Cc:

HLTH Corporate Operations HLTH:EX

Subject:

1101759 - Workplace Evolving Services & Technologies (WEST) Procurement

Attachments:

1101759 BN Minister WEST Status Update.doc; 1101759 - Attachment WEST Project

Minister Briefing January 2018 Draft v0.4.pptx

Follow Up Flag:

Follow up

Flag Status:

Flagged

This IBN & attachment were emailed to the MO on January 10<sup>th</sup> for a discussion with the Minister scheduled for January 12<sup>th</sup>. Please advise if this can now be closed.

Thanks, Kathy

### MINISTRY OF HEALTH INFORMATION BRIEFING NOTE

Cliff #1101759

**PREPARED FOR:** Honourable Adrian Dix, Minister – **FOR INFORMATION** 

TITLE: Workplace Evolving Services & Technologies (WEST)

Procurement

**PURPOSE:** To provide an update on the WEST procurement and next phases

#### BACKGROUND:

In December 2004, the Ministry of Management Services (now CITZ) contracted with IBM to provide Workstation Support Services (WSS) to ~30,000 provincial government workstation end users. Six years later, the six Health Authorities (HAs) were on-boarded to that agreement via their agent, Health Shared Services BC (now the BC Clinical & Support Services Society - BCCSS). That contract expires in March 2018.

s.13,s.17

OAG's audit (Workstation Support Services Contract: An Audit of Due Diligence) made a number of recommendations focused on enhancing government's oversight of onboarding and contract extensions: s.13,s.17
s.13,s.17

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AND SECTION

s.13,s.17

### DISCUSSION:

The WEST JSRFP has been aligned to an outcome-based methodology, and has been selected to ensure the final contract reflects a clear focus on achieving desired outcomes; and, leads to the establishment of a long-term, mutually beneficial relationship based on a shared vision, principles and behaviours to support shared and aligned interests between the Service Provider and BCHOs.

The outcome-based pricing model consists of four components:

- Cost Pass Through: the approved actual cost of providing the in-scope services (no margin)
- Management Fee: annual fixed dollar amount fee for managing the in-scope services
- Performance Fee: payment contingent on achievement of agreed-to performance measures aligned to the desired outcomes
- Special Investments: jointly developed and approved investment opportunities

Regarding labour provisions, under the 17<sup>th</sup> Master Agreement between the BCGEU and the Province, there is a Memorandum of Understanding (MOU) that pertains to Alternative Service Delivery (ASD) deals -- including this contract -- which requires the successful bidder to offer employment to incumbent members of the previous employer's operation to fill available opportunities Accordingly, when the WEST JSRFP was posted to BC Bid, it included the following language: "The current JSRFP falls within the MOU and thus Proponents must adhere to the terms of the MOU."

s.13,s.17,s.21

Regular updates on the WEST procurement will be provided.

Program ADM/Division:

Telephone:

Program Contact (for content):

Date:

Brad Kocurek, A/ADM HSIMT Division

250 952-6202

Alison Pearce

January 10, 2018

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s.13;s.17

# WEST Workplace Evolving Services and Technologies (WEST) Project

Minister Briefing
January 2018

## WEST Project + Background

- December 2004 Ministry of Management Services (now CITZ) contracted with IBM to provide Workstation Support Services (WSS) to ~30,000 provincial government workstation end users.
- December 2010 the six Health Authorities (HAs) were on-boarded to that agreement via their agent, Health Shared Services BC (now the BC Clinical & Support Services Society - BCCSS).
   That contract expires in March 2018.
- From the outset, and as later confirmed by numerous reports including a November 2016 Office of Auditor General (OAG) audit, s.13,s.17

s.13,s.17

 OAG's audit (Workstation Support Services Contract: An Audit of Due Diligence) made a number of recommendations focused on enhancing government's oversight of onboarding and contract extensions, s.13,s.17

s.13,s.17

## WEST Project - Background

- In preparing for the procurement now underway, HLTH and HAs:
  - o Assessed various delivery models
  - Conducted an end-of-term review on the existing deal
  - Consulted with stakeholders and end users
  - Engaged in learning opportunities from other ASD projects currently in place
  - Commissioned a business case
- From this work, it became clear a transactional contract model would not meet the needs of clinicians in a 24/7 patient care environment and, further, that an outcomes-based framework would better provide the flexibility and adaptability required in complex health care environments

 The JSRFP is a multi-staged procurement process used previously and successfully by the Province and BC broader public sector entities to procure complex, large-scale projects (e.g., HIBC contract)

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## WEST Project - Background

- The outcomes-based JSRFP being used for WEST is based on two key principles:
  - The final contract is to reflect a clear focus on achieving desired outcomes
  - A long-term, mutually beneficial relationship is to be established based on a shared vision, principles and behaviours to support shared and aligned interests between the Service Provider and the HAs (referred to as BC Health Organizations – BCHOs)
- The outcomes-based Economic Model consists of four components:
  - Cost Pass Through: the approved actual cost of providing the in-scope services (no margin)
  - Management Fee: annual fixed dollar amount fee for managing the in-scope services
  - Performance Fee: contingent on performance measured by performance measures aligned to the desired outcomes
  - Special Investments: jointly developed and approved investment opportunities
- October 2016 The HLTH-led Workplace Evolving Services & Technologies (WEST) Project was launched for provision of workplace technologies and related services for 60,000+ points of service for the HAs (referred to as BC Health Organizations - BCHOs)

## WEST Project - Background

- In direct response to the OAG audit findings, controls and checkpoints have been implemented for WEST to ensure the final contract will meet the requirements of the BCHOs and deliver on the stated desired outcomes
- The WEST Steering Committee, chaired by HLTH's ADM, has representation from all in-scope BCHOs, including CIOs, a CMIO, CFOs and CTOs
- Each BCHO has assigned a business lead to actively participate in all procurement phases
- WEST governance includes a Health Advisory Team with representatives from each BCHO s.13,s.17

 February 2017 - WEST JSRFP released, comprising 4 phases: 1. proponent response and qualification; 2. joint solution definition; 3. due diligence and outcome solution finalization; and, 4. contract negotiation and finalization [See following timeline slide for snapshot of key project milestones and activities.] Page 493 to/à Page 495

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