

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

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented by the Minister of Health (the "Province"), with the following specified address and fax number:

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

**AND:**

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

**AND:**

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

**RECITALS**

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

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

## 1. DEFINITIONS

Definitions in Schedule A

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

## 2. SERVICES AND TERM

Provision of services

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

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

Term

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

Renewal and Extension options

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

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

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

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

#### Supply of various items

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

#### Standard of care

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

#### Standards in relation to persons performing Services

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

#### Instructions by Province

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

#### Applicable laws and Provincial Policies

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

## Change Process

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

## Service locations

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

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

## Restriction on shared environment

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

## Warranty provisions regarding certain deliverables

- 2.12 Warranty provisions:

- (a) The Service Provider will, in respect of each and every
  - (i) modification to an application,
  - (ii) development of a new application pursuant this Agreement, and
  - (iii) other software or systems-related deliverable delivered to the Province pursuant to this Agreement(each, a "**Software Deliverable**"), warrant to the Province that the Software Deliverable is free of Defects and Deficiencies when compared to the agreed functional specifications.
- (b) It is agreed that each warranty of a Software Deliverable is subject to the following:
  - (i) the warranty will apply only for the period commencing on the earlier of the date of (i) first use in production of the Software Deliverable by the Province or (ii) termination of the Agreement, and ending 90 days later.
- (c) The Service Provider will, with respect to all documentation respecting Software Deliverables that is delivered to the Province pursuant to this Agreement (each a "**Documentation Deliverable**"), warrant to the Province that the Documentation Deliverable accurately describes the use and operation of the Software Deliverable.

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

#### Knowledge Transfer.

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

### 3. PAYMENT

#### Fees and expenses

- 3.1 If the Service Provider complies with this Agreement, then the Province must pay to the Service Provider at the times and on the conditions set out in Schedule C:
- (a) the Fees described in that Schedule;
  - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Service Provider in providing the Services; and
  - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Service Provider more than the "Maximum Amounts" specified in Schedule C on account of fees and expenses.

#### Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Service Provider must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule C. Each such statement of account will be provided in electronic form compatible with the Province's financial computer systems, and in either case with the level of detail as may be requested by the Province from time to time to satisfy the Province's internal accounting requirements. The payment of any statement of account by the Province

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

#### Withholding of amounts

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

#### Funding

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

#### Currency

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

#### Non-resident income tax

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

#### Prohibition against committing money

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

#### Refunds of taxes

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

## Interest

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

## Right of set off

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

## Disputed payments

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

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

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

## 4. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

## 5. PRIVACY, SECURITY AND CONFIDENTIALITY

### Privacy

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

### Foreign Disclosures

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

### Canadian Entity

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

### Access to Personal Information from outside of Canada

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

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

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

#### Security

5.5 The Service Provider must:

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

#### Confidentiality

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

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

#### Non-Disclosure documents

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

#### Public announcements

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

#### Restrictions on promotion

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

## Province Confidentiality

5.10 The Province must treat as confidential all Service Provider Confidential Information accessed or obtained by the Province as a result of this Agreement, and not permit its disclosure or use without the Service Provider's prior written consent except:

- (a) in the performance of the Province's rights and obligations under this Agreement;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if disclosure or use is required to comply with applicable law, including without limitation the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165.

## 6. MATERIAL AND INTELLECTUAL PROPERTY

### Access to Material

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

### Ownership and delivery of Material

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

### Matters respecting intellectual property

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

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

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

### Rights in relation to Incorporated Material

6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Service Provider grants to the Province:

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

### Third party intellectual property

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

## System Contaminants

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

## System Protection Features

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

## Physical Media

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

## 7. RECORDS AND REPORTS

### Work reporting

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

### Time and expense records

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

## 8. AUDIT

### Audit rights

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

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

#### Annual Audit Plan

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

#### Audit without Notice

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

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

#### Costs of Audits

##### 8.4 Cost of Audits

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

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

#### General principles

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

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

#### Audit Deficiencies

- 8.6 If the Province and/or the Service Provider do not agree with the results of an audit, then such matter shall be resolved pursuant to the Dispute Resolution Process. Following delivery to the Service Provider of an audit report that outlines Audit Deficiencies of the Service Provider, the Parties shall meet as soon as possible through the Governance Process in order to discuss such Audit Deficiencies. Subject to any alternative agreement reached between the Parties at such meeting, the Service Provider shall as soon as reasonably possible (but in any event within thirty (30) days), develop and present a report outlining timely corrective action with respect to such Audit Deficiencies.
- 8.7 If an audits demonstrates that one or more Service Provider invoices for the Services for the audited period were not correct, and the Service Provider and the Province agree with such audit, then:
  - (a) for the amount of any paid overcharges, the Service Provider will promptly credit the Province unless the overcharge is the result of information relied upon by the Service Provider and provided to the Service Provider by the Province; or
  - (b) for the amount of any undercharges, the Service Provider will promptly issue an invoice to the Province for the appropriate amount and the Province will promptly pay the Service Provider unless the undercharge is the result of an error in the Service Provider's invoicing or otherwise caused by the Service Provider's error.

#### Correction of Audit Deficiencies:

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

## 9. INDEMNITY AND INSURANCE

### Indemnity

- 9.1 The Service Provider must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims (including any claim of infringement of third-party intellectual property rights), damages award, actions, causes of action, costs or expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Service Provider or by any of the Service Provider's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
  - (b) any representation or warranty of the Service Provider being or becoming untrue or incorrect.

### Monetary limitations of indemnity

- 9.2 The indemnification by the Service Provider pursuant to section 9.1 is limited to:
- (a) \$10,000,000.00 per Loss; and
  - (b) \$20,000,000.00 in the aggregate for all Losses.

### Exceptions to monetary limitations

- 9.3 The limitations set out in section 9.2 do not apply to a Loss resulting from or relating to any of the following:
- (a) bodily injury or damage to real property or tangible personal property;
  - (b) third-party intellectual property rights; or
  - (c) a breach of section 2.11, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6 or 6.1 of this Agreement.

### Province to notify Service Provider of Loss

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

### Third-party intellectual property infringement claims

- 9.5 If the Loss is on the basis of a third-party claim that any element of the Produced Material infringes the intellectual property rights of any person,
- (a) then, without limiting section 9.1, the Service Provider must defend the Province against that claim at the Service Provider's expense and the Service Provider must pay all associated costs, damages and legal fees that a court or arbitrator finally awards or are included in a settlement agreed to by the Service Provider; and
  - (b) the Province must cooperate with the Service Provider in the defence of the claim and, where appropriate in the discretion of the Province, will allow the Service Provider to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.

### Insurance

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

## Workers compensation

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

## Evidence of coverage

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

## 10. FORCE MAJEURE

### Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

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

### Consequence of Event of Force Majeure

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

### Duties of Affected Party

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

## 11. DEFAULT AND TERMINATION

### Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) **"Event of Default"** means any of the following:
- (i) an Insolvency Event;
  - (ii) the Service Provider fails to perform any of the Service Provider's obligations under this Agreement; or
  - (iii) any representation or warranty made by the Service Provider in this Agreement is untrue or incorrect; and

(b) **"Insolvency Event"** means any of the following:

- (i) an order is made, a resolution is passed or a petition is filed, for the Service Provider's liquidation or winding up;
- (ii) the Service Provider commits an act of bankruptcy, makes an assignment for the benefit of the Service Provider's creditors or otherwise acknowledges the Service Provider's insolvency;
- (iii) a bankruptcy petition is filed or presented against the Service Provider or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Service Provider;
- (iv) a compromise or arrangement is proposed in respect of the Service Provider under the *Companies' Creditors Arrangement Act* (Canada);
- (v) a receiver or receiver-manager is appointed for any of the Service Provider's property; or
- (vi) the Service Provider ceases, in the Province's reasonable opinion, to carry on business as a going concern.

#### Province's options on default

11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

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

#### Delay not a waiver

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

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

11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least ninety (90) days' written notice of termination to the Service Provider.

#### Payment consequences of termination

11.5 If the Province terminates this Agreement under section 11.4:

- (a) the Province must, within 30 days of such termination, pay to the Service Provider any unpaid portion of the Fees and expenses described in Schedule C which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
- (b) the Service Provider must, within 30 days of such termination, repay to the Province any paid portion of the Fees and expenses described in Schedule C which corresponds with the portion of the Services that the Province has notified the Service Provider in writing was not completed to the Province's satisfaction before termination of this Agreement.

#### Discharge of liability

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

## Notice in relation to Events of Default

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

## No Expropriation

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

## Termination Services

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

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

## 12. GOVERNANCE AND DISPUTE RESOLUTION

### Governance process

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

### Dispute resolution process

- 12.2 In the event of any dispute between the Parties arising out of or in connection with this Agreement which cannot be resolved through the Governance Process, the following dispute resolution process will apply unless the Parties otherwise agree in writing:
- (a) the Parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the Parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
  - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

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

### Location of arbitration or mediation

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

#### Costs of mediation or arbitration

- 12.4 Unless the Parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the Parties must share equally the costs of a mediation or arbitration under section 12.2 other than those costs relating to the production of expert evidence or representation by counsel.

### 13. MISCELLANEOUS

#### Delivery of notices

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

#### Change of address or fax number

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

#### Assignment

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

The Province may assign the Agreement without restriction.

#### Subcontracting

- 13.4 The Service Provider must not subcontract any of the Service Provider's obligations under this Agreement to any person without the Province's Approval, excepting persons listed in the attached Schedule D. No subcontract, whether consented to or not, relieves the Service Provider from any obligations under this Agreement. The Service Provider must ensure that
- (a) any person retained by the Service Provider to perform obligations under this Agreement; and

- (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

#### Waiver

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

#### Modifications

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

#### Entire agreement

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

#### Survival of certain provisions

- 13.8 Sections 2.8, 2.12, 3.1 to 3.11, 5.1 to 5.10, 6.1 to 6.4, 6.7, 7.1, 7.2, 8.1 to 8.8, 9.1, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 11.8, 12.2 to 12.4, 13.1, 13.2, 13.8, 13.10, 13.20 and 15.1, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, subject to any applicable limitation period prescribed by law, even after this Agreement ends.

#### Schedules

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

#### Independent Service Provider

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

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

#### Personnel not to be employees of Province

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

#### Key Positions

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

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

#### Pertinent information and Access to Province Facilities

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

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

#### Conflict of interest

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

#### Time

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

#### Conflicts among provisions

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

#### Agreement is not a permit nor does it fetter

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

#### Remainder not affected by invalidity

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

#### Further assurances

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

## Governing law

- 13.20 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia. The Parties agree to attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

## 14. INTERPRETATION

### 14.1 In this Agreement:

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

## Province Obligations

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

## 15. PERFORMANCE GUARANTEE

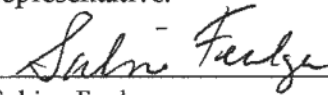
- 15.1 The Guarantor absolutely, unconditionally and irrevocably guarantees to the Province the due performance and fulfillment by Service Provider of the obligations, debts and liabilities of Service Provider under or in connection with this Agreement (the "**Guaranteed Obligations**"). If Service Provider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

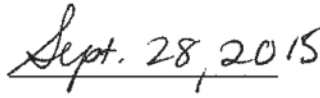
16. EXECUTION AND DELIVERY OF AGREEMENT

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

The Parties have executed this Agreement as follows:

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

  
Sabine Feulgen  
Associate Deputy Minister, Corporate Services  
Ministry of Health

  
Date Signed

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

(c/s)

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

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

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

(c/s)

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

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

CGI SIGNATURES ON  
SEPARATE PAGE,  
IMMEDIATELY FOLLOWING

## SCHEDULE A - DEFINITIONS

In this Agreement, unless the context otherwise requires:

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

16. EXECUTION AND DELIVERY OF AGREEMENT

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

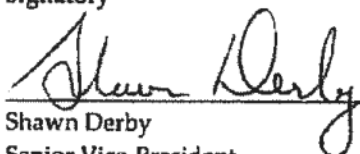
The Parties have executed this Agreement as follows:

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

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

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

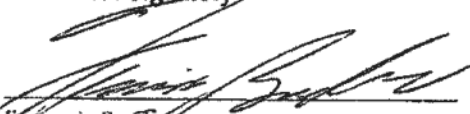
Signed on behalf of CGI INFORMATION  
SYSTEMS AND MANAGEMENT  
CONSULTANTS INC. by its authorized  
signatory

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

(c/s)

SEPT 28, 2015  
\_\_\_\_\_  
Date Signed

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

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

(c/s)

Sept 30, 2015  
\_\_\_\_\_  
Date Signed

Enl-4106 # TCAATHOJ

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

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

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

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

**SCHEDULE B - SERVICES**

**(Attached Separately)**

## SCHEDULE C - FEES

### 1. Introductory provisions

1.1 This Schedule defines and describes the Fees payable by the Province to the Service Provider under the Agreement. Fees are payable for the delivery by the Service Provider of the following services:

- Interim Base Services (section 2)
- Base Services (section 3)
- On-Demand Services (section 4)

This Schedule also describes the following Fees-related items:

- Standard Time and Materials Rates (section 5)
- Travel Expenses (section 6)
- Review of Fees associated with Base Services (section 7)
- Statements of Account (section 8)
- Windfall Profits (section 9)

1.2 Unless otherwise specified, all references to sections will refer to sections of this Schedule.

1.3 All fee amounts set forth in this Schedule, including the maximum amounts, are exclusive of any applicable taxes described in section 3.1(c) of this Agreement.

### 2. Interim Base Services

2.1 During the period from the Effective Date to the Handover Date, the fee for Interim Base Services (the “**Interim Base Services Fee**”) is \$312,500 per month.

2.2 Despite section 2.1 of this Schedule, \$937,500 is the maximum amount which the Province is obligated to pay the Service Provider for Interim Base Services under this Agreement.

2.3 In the event that the Effective Date and/or the Handover Date does not coincide with the first day of a calendar month, the Interim Base Services Fee in respect of the partial calendar month will be prorated accordingly.

### 3. Base Services

3.1 Commencing on the Handover Date, the fee for Base Services (the “**Base Services Fee**”) is \$242,500 per month. The Base Services Fee will apply during the Term without any adjustment unless the Parties mutually agree otherwise through the Change Process.

3.2 Despite section 3.1, of this Schedule, \$14,550,000 is the maximum amount which the Province is obligated to pay the Service Provider for Base Service Fees under this Agreement. This Base Services Fees maximum amount will apply during the Term without any adjustment unless the Parties mutually agree otherwise through the Change Process.

3.3 In the event that the Handover Date does not coincide with the first day of a calendar month, the Base Services Fee in respect of the partial calendar month will be prorated based upon the number of days from the Handover Date to the end of that month.

3.4 Any adjustment of the Base Services Fee in connection with the addition of an Application or other components of the Base Services will be negotiated based upon the costs of providing the service during a pilot period (specified via the Change Process) of providing the service as an On-Demand Service. That increase will be reviewed by the Parties after one year to confirm appropriateness.

3.5 Any adjustment of the Base Services Fee in connection with the decommissioning of an Application or other components of the Base Services will be negotiated based upon historical records of providing the service.

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

#### 4. On-Demand Services

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

#### 5. Time and Materials Rates

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

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

#### 6. Travel Expenses

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

based on actual expenses incurred with supporting documentation to confirm such expenses, unless as otherwise provided for by the travel policy referred to above.

## **7. Review of Fees**

- 7.1 The Service Provider will make recommendations for changes to how Base Services are delivered as part of the Annual Operating Plan with a goal of reducing the Base Services Fee.
- 7.2 All negotiated price reductions resulting from a review of recommendations in the Annual Operating Plan will be applied from and after April 1 following the fiscal year of the Province in relation to which the review was conducted. For example, if the review related to the April 1, 2016 to March 31, 2017 period results in a price reduction, the price reduction will take effect as of April 1, 2017.

## **8. Statements of Account**

- 8.1 The Service Provider will submit to the Province, on a monthly basis, a written statement of account containing:
  - (a) the Service Provider's legal name and address;
  - (b) the date of the statement, and the period to which the statement pertains;
  - (c) the Service Provider's calculation of all fees claimed;
  - (d) a chronological listing, in reasonable detail, of any expenses claimed by the Service Provider, with receipts attached (if applicable), and, if the Service Provider is claiming reimbursement of any GST or other applicable taxes paid or payable by the Service Provider in relation to those expenses, a description of any credits, rebates, refunds or remissions the Service Provider is entitled to from the relevant taxation authorities in relation to those taxes;
  - (e) the Service Provider's calculation of any applicable taxes payable by the Province in relation to the Services;
  - (f) a description of this Agreement;
  - (g) a statement number for identification; and
  - (h) any other billing information reasonably requested by the Province.

Sample statements of account for Base Services and On-Demand Services are attached as Appendices 2 and 3 to this Schedule C.

- 8.2 The Province must, within 60 days of the later of:
  - (a) Province's receipt of the Service Provider's written statement of account delivered in accordance with section 8.1, or
  - (b) the last day of the period to which that statement pertains,pay the Service Provider the fees and expenses claimed in the statement if they are in accordance with this Schedule C.

## **9. Windfall Profits**

- 9.1 The parties acknowledge that the Service Provider is entitled to earn a reasonable net profit margin and that the Province has a legitimate concern that the profit to be earned by the Service Provider should not exceed reasonable limits. It is therefore agreed that the Service Provider will provide an annual report to the Province which confirms the contract profit achieved during the relevant year with such profit being calculated before taxes but after the application of all direct costs including labour-related costs, non-reimbursable expenses, amortizations, depreciation, local and corporate overheads.

- 9.2 The Service Provider will provide to the Province an annual reporting of the contract profit achieved, on a contract-to-date basis, within the following set of ranges;
- (a) less than 20%
  - (b) more than 20% and less than 30%; or
  - (c) 30% or more.
- 9.3 The annual profit report will be provided to the Province by the 120<sup>th</sup> day after each Contract Year ends and will be warranted by an Officer of the Service Provider and deemed to be a representation and warranty under this Agreement.
- A sample Windfall Profit statement is attached as Appendix 4 to this Schedule C.
- 9.4 If the profit reported is in the range between 21% - 30%, the net profit margin above 20% shall be shared by the parties on a basis that has the Province receiving not less than an equal share of the profit in that range; the amount of the profit to be paid to the Province in excess of an equal share of the profit in that range will be determined by the Service Provider, in its sole discretion;
- 9.5 If the profit reported is greater than 30%, net profit margin above 30% shall be shared by the parties on a basis that has the Province receiving not less than 75% of the profit in that range; the amount of the profit to be paid to the Province in excess of 75% of the profit in that range will be determined by the Service Provider, in its sole discretion;
- 9.6 The profit sharing required by this section shall be accomplished by the Service Provider providing the Province with a credit to be applied against the costs of future On-Demand Services. To the extent that the credit thus created has not been used by the Province prior to the expiration or earlier termination of the Agreement, there will be no further credit owed to the Province by the Service Provider.
- 9.7 The Province may request that the annual net profit margin report be audited by the Service Provider's selected 3rd party independent professional audit firm, which audit will be performed at the Province's cost. The audit will not provide the Province with any detailed margin-related information but will confirm that the net profit margin calculation is reasonable and accurate, and is within the range previously reported to the Province.

## Schedule C, Appendix 1

### Standard Time and Materials Rates for On-Demand Services

Overtime is charged out at standard hourly rates.

Resource Role	Level	Hourly Rate by Location (\$CAD)		
		British Columbia	Canadian Delivery Centre	Global Delivery Centre
Service Delivery Manager	Senior	155.00	127.00	78.00
Project/Technical Director	Senior	155.00	127.00	78.00
Project Manager	Senior	137.00	102.00	62.00
Project Manager	Intermediate	113.00	85.00	54.00
Project Manager	Junior	95.00	73.00	36.00
Architect	Senior	135.00	128.00	46.00
Architect	Intermediate	115.00	111.00	39.00
Architect	Junior	105.00	100.00	36.00
Business Analyst	Senior	115.00	77.00	29.00
Business Analyst	Intermediate	100.00	69.00	25.00
Business Analyst	Junior	75.00	60.00	18.00
Team/Technical Lead	Senior	115.00	84.00	31.00
Technical Analyst	Senior	110.00	77.00	28.00
Technical Analyst	Intermediate	90.00	62.00	24.00
Technical Analyst	Junior	72.00	51.00	18.00
Technical Analyst	Intern	45.00	35.00	15.00
Web User Experience Specialist	Senior	131.00	75.00	31.00
Web User Experience Specialist	Intermediate	118.00	58.00	28.00
Web User Experience Specialist	Junior	105.00	50.00	24.00
Database Administrator	Senior	135.00	80.00	-
Database Administrator	Intermediate	110.00	59.00	-
Database Administrator	Junior	94.00	48.00	-
Quality Manager	Senior	110.00	75.00	51.00
Quality Assurance Specialist	Senior	100.00	62.00	23.00
Quality Assurance Specialist	Intermediate	84.00	55.00	21.00
Quality Assurance Specialist	Junior	71.00	46.00	16.00
Change Manager	Senior	137.00	102.00	62.00

Resource Role	Level	Hourly Rate by Location (\$CAD)		
		British Columbia	Canadian Delivery Centre	Global Delivery Centre
Change Manager	Intermediate	113.00	85.00	54.00
Change Manager	Junior	95.00	73.00	36.00
Security Architect	Senior	171.00	153.00	-
Security Architect	Intermediate	153.00	133.00	-
Security Architect	Junior	133.00	109.00	-
Security Specialist	Senior	159.00	101.00	-
Security Specialist	Intermediate	133.00	88.00	-
Security Specialist	Junior	109.00	75.00	-
Privacy Specialist	Senior	171.00	153.00	-
Privacy Specialist	Intermediate	153.00	133.00	-
Privacy Specialist	Junior	133.00	109.00	-
Care360 J2EE Specialist	Senior	125.00	92.00	43.00
Care360 J2EE Specialist	Intermediate	105.00	77.00	39.00
Care360 J2EE Specialist	Junior	87.00	66.00	33.00
Common Services JCAPS Specialist	Senior	110.00	77.00	28.00
Common Services JCAPS Specialist	Intermediate	90.00	62.00	24.00
Common Services JCAPS Specialist	Junior	72.00	51.00	18.00
FirstGateways JCAPS Specialist	Senior	110.00	77.00	28.00
FirstGateways JCAPS Specialist	Intermediate	90.00	62.00	24.00
FirstGateways JCAPS Specialist	Junior	72.00	51.00	18.00
Identity & Access Management Specialist	Senior	110.00	77.00	-
Identity & Access Management Specialist	Intermediate	90.00	62.00	-
Identity & Access Management Specialist	Junior	72.00	51.00	-
MicroStrategy Specialist	Senior	152.00	104.00	56.00
MicroStrategy Specialist	Intermediate	136.00	91.00	48.00
MicroStrategy Specialist	Junior	125.00	81.00	36.00

Resource Role	Level	Hourly Rate by Location (\$CAD)		
		British Columbia	Canadian Delivery Centre	Global Delivery Centre
Salesforce Specialist	Senior	152.00	104.00	56.00
Salesforce Specialist	Intermediate	136.00	91.00	48.00
Salesforce Specialist	Junior	125.00	81.00	36.00
SAS Specialist	Senior	254.00	204.00	56.00
SAS Specialist	Intermediate	209.00	191.00	48.00
SAS Specialist	Junior	175.00	152.00	36.00
Siebel Specialist	Senior	178.00	136.00	56.00
Siebel Specialist	Intermediate	168.00	125.00	48.00
Siebel Specialist	Junior	125.00	107.00	36.00
Tableau Specialist	Senior	182.00	140.00	56.00
Tableau Specialist	Intermediate	150.00	127.00	48.00
Tableau Specialist	Junior	124.00	102.00	36.00
Administrative Support	Senior	60.00	58.00	19.00
Administrative Support	Intermediate	53.00	51.00	17.00
Administrative Support	Junior	45.00	43.00	14.00

## Schedule C, Appendix 2



## INVOICE

CGI Information Systems and  
Management Consultants inc.  
1405 Douglas Street  
8th Floor  
Victoria (BC) V8W 2G2

Ministry of Health  
Attention: Andrew Elderfield  
Health Sector IM/IT  
1515 Blanshard Street  
Victoria BC V8W 3C8  
Canada

Customer number: XXXXXX  
Invoice: CAXXXXXX  
Invoice date: mm/dd/yyyy  
Page: 1 of 1  
Payment due date: mm/dd/yyyy  
Contract: CAXXXXXX  
Project: XXXXXX

Cust. Ref.: XXXXXX

Description: Application Management Services - Base Support  
For billing inquiries please contact:  
client.services.crp@cgi.com / 514 841-3484 / 1 866 824-8058

Amount due: \$ xxx,xxx.xx CAD

Description	MM-DD-YYYY	Quantity	UOM	Rate	Amount
Monthly Base Services Fee					
Total for mm/yyyy	From mm/dd/yyyy To mm/dd/yyyy				\$ xxx,xxx.xx
Total amount:					\$ xxx,xxx.xx
GST/TPS 5%					\$ xx,xxx.xx
Total tax:					\$ xx,xxx.xx
Amount due:					\$ xxx,xxx.xx CAD

Payment Terms: Net 60 Days

## REMIT PAYMENT TO :

CGI Information Systems and Management Consultants Inc.  
P.O. Box 12535  
Downtown branch  
Montreal (QC) H3C 8R1

## ELECTRONIC PAYMENT INFORMATION

Bank: Bank of Montreal  
Address: 119, St Jacques Street, Montreal (QC) H2Y 1L6  
Account #: s.21  
Transit #: s.21  
Bank ID: 001  
SWIFT: s.21  
Remittance Contact: client.services.crp@cgi.com

Tax registration #: 142172098R70005

XXXXXXXX / REC\_0529CC



INVOICE

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

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

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

Cust. Ref.: XXXXXXXX

Description:Statement of Work XXXXXX  
For billing inquiries please contact:  
client.services.crp@cgi.com / 514 841-3484 / 1 866 624-9056

Amount due: XX,XXX.XX CAD

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

Sub total: XX,XXX.XX  
Total amount: XX,XXX.XX  
GST/TPS 5% X,XXX.XX  
Total tax: X,XXX.XX  
Amount due: XX,XXX.XX CAD

Payment Terms: Net 60 Days

## Schedule C, Appendix 4



CGI Information Systems and Management Consultants Inc.  
 6<sup>th</sup> Floor  
 1405 Douglas Street  
 Victoria, BC, V8W 2G2  
 Tel. 250-383-3934 | Fax 250-388-5018  
 cgi.com

mmm/dd/yyyy

XXXXXXXXXXXXXXXXXXXX

Ministry of Health  
 1515 Blanshard Street  
 Victoria BC V8W 3C8

XXXX,

Re: CGI AMS Windfall Profit

CGI is providing this memo which summarizes the profit associated with the Application Management Services (AMS) partnership with the Ministry of Health (MoH). The amounts represented in this report are within our XXX contract year, running from mmm/dd/yyyy to mmm/dd/yyyy.

We are pleased to inform you that we were able to share a portion of the profitability of our partnership with MoH as defined within the Windfall Profit section of our contract. On the following page we have included a table which summarizes this.

Thank-you for your continued support and the ongoing opportunity you have provided for us to work together with your organization on such critical initiatives.

XXX

Vice President, Consulting Services

### BC Health AMS

Statement of operations for the 12 month period ending mmm/dd/yyyy.

Revenue	\$ X,XXX.XX		Windfall
Direct Expenses	<u>\$ X,XXX.XX</u>		
Gross Margin	\$ X,XXX.XX		
Administration allocation	\$ X,XXX.XX		
Operating expense allocation	<u>\$ X,XXX.XX</u>		
Contribution	\$ X,XXX.XX	XX%	\$ X,XXX.XX

#### Direct Expenses include:

- Direct Member Salaries
- Other Direct Member Expenses (benefits/training)
- Ext Sub-Contractor Expenses
- Hardware Expenses
- Software Expenses
- Property (rent)
- Telecommunications

#### Administration Expenses include:

- Administration Support Salaries
- Office Management Salaries
- Admin and Management Expenses
- Corporate Expenses

#### Operating Expenses include:

- Equip. and Office Supplies
- Data Processing & Software
- Pub. Don & Internal Communic
- Interest and Bank Charges
- Professional Fees
- Insurance

**SCHEDULE D - APPROVED SUBCONTRACTORS**

Conseillers en gestion et informatique CGI Inc. Canada  
MYRA Systems Corp.  
Procyon Security Group  
Number 41 Media

## SCHEDULE E - INSURANCE

1. The Service Provider must, without limiting the Service Provider's obligations or liabilities and at the Service Provider's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
  - (a) Commercial General Liability in an amount not less than \$5,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
    - (i) include the Province as an additional insured,
    - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
    - (iii) include a cross liability clause; and
  - (b) Professional Errors and Omissions Liability insuring the Service Provider's liability resulting from errors or omissions in the performance of the Services in an amount of \$5,000,000.00 per occurrence and in the aggregate.
2. All insurance described in section 1 of this Schedule must:
  - (a) be primary; and
  - (b) not require the sharing of any loss by any insurer of the Province.
3. The Service Provider must provide the Province with evidence of all required insurance as follows:
  - (a) within 10 Business Days of commencement of the Services, the Service Provider must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
  - (b) if any required insurance policy expires before the end of the Term, the Service Provider must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
  - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Service Provider must provide to the Province certified copies of the required insurance policies.
4. Despite section 1(b) of this Schedule, if in the Province's sole discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 1(b), then the Service Provider must maintain throughout the Term that alternative in accordance with the terms of the approval.
5. The Service Provider must obtain, maintain and pay for any additional insurance which the Service Provider is required by law to carry, or which the Service Provider considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Service Provider's sole discretion.

## SCHEDULE F - PRIVACY PROTECTION SCHEDULE

### Definitions

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

### Purpose

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

### Collection of personal information

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

### Accuracy of personal information

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

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

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

### **Correction of personal information**

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

### **Protection of personal information**

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

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

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

### **Retention of personal information**

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

### **Use of personal information**

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

### **Disclosure of personal information**

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

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

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

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

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

### **Notice of unauthorized disclosure**

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

### **Inspection of personal information**

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

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

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

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

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

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

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

### **Termination of Agreement**

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

#### **Interpretation**

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

## SCHEDULE G - SECURITY

### Definitions

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

### Schedule contains additional obligations

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

### Services Worker confidentiality agreements

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

### Services Worker security screening

4. The Service Provider may only permit a Services Worker who is an employee or a volunteer of the Service Provider to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Exhibit 1 and any additional requirements the Service Provider may consider appropriate, the Service Provider is satisfied that the Services Worker does not constitute an unreasonable security risk. The Service Provider must create, obtain and retain Records documenting the Service Provider's compliance with the security screening requirements set out in Exhibit 1 in accordance with the provisions of that Exhibit 1.

### Services Worker activity logging

5. The Service Provider must create and maintain detailed Records logging the activities of all Service Workers in relation to:

- (a) their access to Sensitive Information; and
- (b) other matters specified by the Province in writing for the purposes of this section.

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

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

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.

- 7. If the Province makes available to the Service Provider any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Service Provider must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

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

- 8. The Service Provider must create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.

#### **Integrity of Information**

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

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

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

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

- 12. If Service Provider becomes aware that:
  - (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
  - (b) unauthorized access to Facilities or Equipment

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

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

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

#### **Retention of Records**

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

#### **Audit**

15. In addition to any other rights of inspection the Province may have under the Contract or under statute, the Province may, at any reasonable time and on reasonable notice to the Service Provider, enter on the Service Provider's premises to inspect and, at the Province's discretion, copy:

- (a) any Records in the possession of the Service Provider containing Information; or
- (b) any of the Service Provider's Information management policies or processes (including the processes described in sections 6, 8 and 9 and the logs described in sections 5 and 11) relevant to the Service Provider's compliance with this Schedule

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

#### **Termination of Contract**

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

#### **Interpretation**

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

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

## Schedule G - Exhibit 1 – Security screening requirements

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

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

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

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

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

### Verification of education and professional qualifications

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

### Verification of employment history and reference checks

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

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

#### **Security interview**

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

#### **Criminal history check**

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

1.

## **SCHEDULE H - CHANGE PROCESS**

### **1. Introduction**

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

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

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

### **2. Change Orders**

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3.1 Statement of Work Initiation

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

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

### 3.2 Ticketing System

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

### 3.3 Statement of Work Approvals and Authority Limits

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

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

### 3.4 Form of Statement of Work

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

### 3.5 Statement of Work Volume

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

## 4. De-scoping or Removal of Applications

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

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

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

## 5. Disputes

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

Schedule H, Appendix 1  
Change Order template



Contract #: 2015/\*\*\*

Application Management Services  
Agreement (the "Agreement")



Dated: October 1, 2015

**Change Order**

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

**Reference Information**

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

**CO Information**

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

Reference# 2015-001

Page 1 of 2



Application Management Services  
Agreement (the "Agreement")

CGI

Contract #: 2015/\*\*\*

Dated: October 1, 2015

Approval Signatories (to start work)

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

CGI Information Systems and Management  
Consultants Inc.

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

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

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

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

The Province

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

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

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

AND

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

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

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

Reference# 2015-001

Page 2 of 2

Schedule H, Appendix 2  
Statement of Work template



Application Management Services  
Agreement (the "Agreement")



Contract #: 2015/\*\*\*

Dated: October 1, 2015

Statement of Work

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

Reference Information

Reference Number: \_\_\_\_\_

Name: \_\_\_\_\_

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

SOW Information

1. Description

a. \_\_\_\_\_

2. Fees

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

Role	Level	Rate	Hours	Amount
Total:				

b. Payment Schedule

3. Timelines

a. Completion Date

b. <other as required>

4. Deliverables

a. \_\_\_\_\_

5. Assumptions and Province Responsibilities (as required)

a. \_\_\_\_\_

Reference# 2015-001

Page 1 of 3



Application Management Services  
Agreement (the "Agreement")

CGI

Contract #: 2015/\*\*\*

Dated: October 1, 2015

6. Other Information (as required)  
a. None

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

8. Amendments (as required)

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

Reference# 2015-001

Page 2 of 3



Contract #: 2015-\*\*\*

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



Dated: October 1, 2015

**Approval Signatories (to start work)**

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

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

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

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

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

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

**The Province**

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

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

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

**AND**

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

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

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

Reference# 2015-001

Page 3 of 3

## SCHEDULE I - KEY POSITIONS

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

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

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

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

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

## **SCHEDULE J - GOVERNANCE PROCESS**

### **1. Objectives**

The primary objectives of the Governance Process are to:

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

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

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

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

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

The Province has currently designated the ITSB/BPAM Director as the Province's Contract Manager.

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

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

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

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

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

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

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

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

#### **Role:**

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

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

#### **Responsibilities**

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

#### **Chair and Membership:**

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

#### **Meetings:**

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

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

#### **Role:**

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

#### **Responsibilities:**

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

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

#### Chair and Membership

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

#### Meetings:

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

### 3.3. Joint Operations Committee

#### Role:

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

#### Responsibilities:

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

#### Chair and Membership:

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

#### Meetings:

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

### 3.4. Working Groups

Working groups will:

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

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

### 4. Meeting Protocols

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

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

### 5. Authority and Decision Making

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

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

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

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

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

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

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

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

## SCHEDULE K - SERVICE LOCATIONS

### **CGI**

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

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

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

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

3200 Rue Dickson  
Montreal, Quebec  
H1N 2K1

1 Complexe Desjardins  
Montréal, Québec  
H5B 1B2

### **Myra Systems**

488A Bay Street  
Victoria, British Columbia  
V8T 5H2

### **Number 41 Media**

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

### **Procyon Security Group**

13494 18th Avenue  
Surrey, British Columbia  
V4A 1W3



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

**CGI**

Contract #: 2016-103

Dated: March 29, 2017

**Change Order**

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

**Reference Information**

Reference Number: 2017-001

Name: Miscellaneous Updates

Start Date: April 1, 2017

**CO Information**

**1. Reason for Change**

- a. The purpose of this Change Order is to update Contract #2016-103 between CGI Information Systems and Management Consultants Inc. and Ministry of Health (the "Province") for Application Management Services. The current maximum amount stipulated in Contract 2016-103, Schedule C FEES, Section 4 On Demand Services, Point 4.2 has been utilized.
- b. The remaining amount is sufficient to support On-Demand Services identified in the approved Pool funding for the period from April 1, 2017 to April 30, 2017 but will be fully utilized at that time.
- c. Province Executive Project Board has approved projects worth \$11,395,113.00 to be conducted during FY 17/18. In order to continue On-Demand Services provision under the contract as described in *Schedule C FEES Section 4, Point 4.2 – The On-Demand Services maximum amount* will be increased to \$24,000,000.
- d. Alternatives Considered  
None.
- e. Recommendation  
Approve Change Order.

**2. Effect on Existing Services and Service Levels**

- a. None

**3. Effect on Existing Fees**

- a. None.

**4. Effect on Existing Dates**

- a. Not applicable.

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

Reference# 2017-001

Page 1 of 2



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

**CGI**

Contract #: 2016-103

Dated: March 29, 2017

- a. None.
- 6. Other Information (as required)
  - a. None.
- 7. Attachments
  - a. None

**Approval Signatories (to start work)**

**Agreed to:**

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

By:

Printed Name: Shawn Derby

Title: Sr. Vice President, Western Canada  
Operations

Date:

March 31, 2017

**Agreed to:**

**The Province**

By:

Printed Name: Jeff Aitken

Title: Executive Director, IT Services  
Branch, Ministry of Health

Date:

Mar 31, 2017



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



Contract #: 2016-103

Dated: November 28, 2017

### Change Order

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

#### Reference Information

Reference Number: CO-2017-002

Name: Miscellaneous Updates

Start Date: November 28, 2017

#### CO Information

1. Reason for Change

- a. Background
- b. The Parties entered into an agreement dated for reference September 30, 2015 and amended April 1, 2017.
- c. The Parties have agreed to modify the Agreement.

The purpose of this Change Order is to update Contract 2016-103 between CGI Information Systems and Management Consultants Inc. and Ministry of Health (MOH) for Application Management Services.

2. AGREEMENT

1. That Schedule B – Part 2 Appendix 2-1 – In-Scope Ministry Applications (Applications covered under Base Services) will be modified to remove applications that are no longer in use and to add applications as agreed to between the Parties. Appendix 1 to Change Order CO-2017-002 details the modifications and will replace Schedule B- Part 2 Appendix 2-1 in its entirety.
2. That Schedule B – Part 4 – Service Levels 1.8 – Target will be modified to read as follows:
  - Order of Magnitude Estimates - within 2 business days of receipt of estimate request or within the timelines jointly agreed upon by the Province and the Service Provider.
3. That the table in Schedule I - Key Positions will be modified to read as follows:



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Relationship Manager	Kepmen Lee
Service Delivery Manager	Michel Pilote
Program Manager	Stefanie Anglin
Enterprise Architect	Tyler Sherwood
Security Architect	Steven Schnider
Quality Manager	Karen Ponc
Business Support Leads	Martin Leggett Donny Groulx Martin Talbot Damon Hughes
Privacy Officer	Adam Stinson

4. That Schedule J - Governance Process will be modified to read as follows for the specific sections noted below:

### 3.1 Joint Executive Committee (JEC)

#### Chair and Membership:

- Co-chaired by one representative of the Province and one representative of the Service Provider unless otherwise agreed by both Parties.
- Senior executive representatives from the Province and the Service Provider will be present.
- Service Provider's representatives may include representatives of the Service Provider's Subcontractors.

#### Meetings:

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



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

#### **Responsibilities:**

- Review and approve the Annual Operating Plan.
- Manage issues relating to the execution of the Annual Operating Plan as brought forward by the JOC.
- Review and approve requests for changes to Subcontractors.
- Manage issues related to Service Provider performance and service levels; escalate any systemic contractual or management problems to the JEC.
- Review and approve proposed changes to the Agreement such as changes to Service Levels, sub-contractors, etc.
- Provide dispute resolution decision-making and issue resolution to minimize escalation to the JEC.

#### **Chair and Membership:**

- Alternating chairs from each Party.
- Senior representatives of each Party in such numbers as may be agreed by both Parties.
- Service Provider's representatives may include representatives of Service Provider's Subcontractors.

#### **Meetings:**

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

### **3.3 Joint Operations Committee (JOC)**

#### **Role:**

- Provide advisory support to the JMC and direction and guidance with respect to the relationship between the Parties to ensure operational success.
- Review and provide direction on escalated items from the working groups regarding operations management and on demand work.

- Assess where operational and on demand processes could be improved and make recommendations for changes.

**Responsibilities:**

- Review status of Annual Operating Plan projects and manage any changes, issues or scheduling conflicts.
- Confirm On Demand work is tracking as expected to the Annual Operating Plan.
- Review the status of all major incidents, problems and corrective actions planned or implemented.
- Manage escalations from the change process (i.e. Change Advisory Boards).
- Review the results of all major changes.
- Prepare reports for and report to the JMC on the operational and On Demand status including significant issues (e.g. SLA violations).
- Approve chairs and membership of working groups.
- Conduct an annual review of reporting requirements for approval of any improvements, enhancement, or changes.

**Chair and Membership will be modified to read as follows:**

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

**Meetings:**

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

**3.4 Working Groups**

Working Groups will:

- Be constituted at the request of the JOC and will perform functions as requested by the JOC;
- Develop and maintain terms of reference for approval by the JOC;
- Work on the basis of consensus as between the two Parties;
- Review all incidents, problems and corrective actions planned or implemented; and
- Escalate issues to the JOC.

**6. Summary of Authority of Governance Committees** - Table will be replaced with the following:

Governance Committee Name	Participants	Authority to make decisions on issues	Frequency
Joint Relationship Sponsors	<b>For the Province:</b> Assistant Deputy Minister, HSIMT	Issues that significantly impact the health of the relationship between the parties.	As required
JOINT EXECUTIVE COMMITTEE (JEC)	<b>For the Service Provider:</b> Senior Executive Member		
	<b>For the Province:</b> <ul style="list-style-type: none"> <li>• Assistant Deputy Minister, HSIM/IT</li> <li>• Executive Director, ITSB</li> </ul> <b>For the Service Provider:</b> <ul style="list-style-type: none"> <li>• Senior Company Executive (e.g. Senior Vice President)</li> <li>• Relationship Manager</li> </ul>	Issues that significantly impact: <ul style="list-style-type: none"> <li>• Scope</li> <li>• Transition</li> <li>• Timeframes</li> <li>• Issues that significantly impact the health of the relationship between the Parties</li> <li>• Stakeholder relations</li> </ul> <b>Official Plans and Priorities</b> <b>Issues Impacting the parties including:</b> <ul style="list-style-type: none"> <li>• Legislative</li> <li>• Policy</li> <li>• Privacy and Security</li> </ul>	<b>For the first six months of the contract:</b> Every two months  <b>Thereafter:</b> Annually and as requested if circumstances warrant, on provision of 5 Business Days prior notice



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Dated: November 28, 2017

Governance Committee Name	Participants	Authority to make decisions on issues	Frequency
<b>JOINT MANAGEMENT COMMITTEE (JMC)</b>	<p><b>For the Province:</b></p> <ul style="list-style-type: none"> <li>Executive Director, ITSBDirector, Business Planning and Application Management</li> <li>Contract Manager</li> </ul> <p><b>For the Service Provider:</b></p> <ul style="list-style-type: none"> <li>Relationship Manager</li> <li>Service Delivery Manager and Program Manager</li> </ul>	<ul style="list-style-type: none"> <li>Issues escalated from the Joint Management Committee</li> </ul> <p>Service Provider and Province Service Level Appeals</p> <p><b>Issues that impact:</b></p> <ul style="list-style-type: none"> <li>Project Scope including new project approvals and changes to service descriptions within project parameters</li> <li>Budget allocation including Service Provider investment, proposals affecting overall cost, value for money</li> <li>Budget management</li> <li>Timeframes</li> <li>Stakeholder relations</li> <li>Performance and service levels</li> <li>Resource sufficiency and availability</li> <li>SSBC relationship</li> </ul> <p><b>Issues escalated from JOC, Working Groups, Project or Operational Teams</b></p> <p><b>Risk mitigation strategies</b></p> <p><b>Issues that impact:</b></p> <ul style="list-style-type: none"> <li>Day to day operations</li> <li>Operations Change</li> </ul>	<p><b>For the duration of the contract:</b></p> <ul style="list-style-type: none"> <li>Quarterly</li> </ul> <p>As requested if circumstances warrant, on provision of 5 Business Days prior notice</p>
<b>JOINT OPERATIONS COMMITTEE (JOC)</b>	<p><b>For the Province:</b></p> <ul style="list-style-type: none"> <li>Director, Business Planning and Application</li> </ul>	<p><b>Issues that impact:</b></p> <ul style="list-style-type: none"> <li>Day to day operations</li> <li>Operations Change</li> </ul>	<p><b>For the duration of the contract:</b></p> <p>Bi-weekly</p> <p>As requested if</p>



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Contract #: 2016-103

Dated: November 28, 2017

Governance Committee Name	Participants	Authority to make decisions on issues	Frequency
	Management <ul style="list-style-type: none"> <li>Contract Manager</li> <li>Director, Systems Services</li> <li>Director, Information Security and Audit</li> <li>Application sponsors (e.g. Registries Manager)</li> </ul>	Management <ul style="list-style-type: none"> <li>Problem and incident review and follow up</li> <li>Performance and Service Levels</li> <li>On Demand services</li> </ul>	circumstances warrant, on provision of one Business Day prior notice
	<b>For the Service Provider:</b> <ul style="list-style-type: none"> <li>Service Delivery Manager</li> <li>Program Manager</li> </ul>		
<b>WORKING GROUPS</b>	Membership nominated as required <ul style="list-style-type: none"> <li>Review, assess, provision of input and advice regarding issues as they are identified</li> <li>No decision making authority unless delegated</li> </ul>		<b>For the duration of the contract:</b> Meetings to be set based on need.

### 3. Attachments – Appendix 1 In Scope Ministry Applications List

In all other respects this Agreement is confirmed.

File name	Attachment
CO-2017-002 Appendix 1 (In Scope Ministry Applications)	 CO-2017-002 Appendix 1 (In Scope)



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



Contract #: 2016-103

Dated: November 28, 2017

**Approval Signatories (to start work)**

Agreed to:

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

By: 

Printed Name: Kepmen Lee

Title: Vice President Consulting Services

Date: Jan 24, 2018

Agreed to:

**The Province**

By: 

Printed Name: Jeff Aitken

Title: Executive Director, IT Services  
Branch, Ministry of Health

Date: Jan 26, 2018.



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

**CGI**

Contract #: 2016-103

Dated: May 1, 2018

**Change Order**

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

**Reference Information**

Reference Number: CO-2018-001

Name: CGI Location Change

Start Date: May 1, 2018

**CO Information**

1. Reason for Change

a. Background.

The basis for this Change Order is to reflect the relocation of CGI's Victoria office from 1405 Douglas Street to 1175 Douglas Street.

b. The Parties entered into an agreement dated for reference September 30, 2015 and last amended November 28, 2017.

c. The Parties have agreed to modify the Agreement.

The purpose of this Change Order is to update Contract 2016-103 between CGI Information Systems and Management Consultants Inc. and Ministry of Health (MOH) for Application Management Services.

2. AGREEMENT

1. That the AMS Agreement, first page, will be modified as follows:

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

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented by the Minister of Health (the "**Province**"), with the following specified address and fax number:

**Ministry of Health**  
1515 Blanshard Street



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

**CGI**

Contract #: 2016-103

Dated: May 1, 2018

Victoria BC, V8W 3C8

Fax: 250 952 1186

**AND:**

**CGI INFORMATION SYSTEMS AND MANAGEMENT CONSULTANTS  
INC. (the "Service Provider")**, a corporation incorporated under the federal laws of  
Canada, with the following specified address and fax number: 1175 Douglas St, 6<sup>th</sup>  
floor, Victoria BC V8W 2E1, 250.388.5018

2. That Schedule K – Service Locations will be modified as follows for the specific  
section noted below:

**CGI**

1175 Douglas St, 6<sup>th</sup> floor

Victoria BC V8W 2E1

4601 Canada Way, Suite 201

Burnaby, British Columbia

V5G 4X7

930, Jacques-Cartier Est, 3rd Floor

Saguenay, Quebec

G7H 7K9

3200 Rue Dickson

Montreal, Quebec

H1N 2K1

1 Complexe Desjardins

Montréal, Québec

H5B 1B2

From time to time, and as approved by the Ministry of Health, resources will be  
utilized from other CGI locations included but not limited to the locations  
stipulated in this Schedule K.



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

**CGI**

Contract #: 2016-103

Dated: May 1, 2018

**Approval Signatories**

**Agreed to:**

**Agreed to:**

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

**The Province**

By:

By:

Printed Name: Kepmen Lee

Printed Name: Jeff Aitken

Title: Vice President, BC Health and Human  
Services

Title: Executive Director, IT Services  
Branch, Ministry of Health

Date:

May 15, 2018

Date:

June 27/18.



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

**CGI**

Contract #: 2016-103

Dated: September 1, 2018

**Change Order**

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

**Reference Information**

Reference Number: CO-2018-002

Name: On-Demand Ceiling Uplift

Start Date: September 1, 2018

**CO Information**

**1. Reason for Change**

**a. Background.**

The basis for this Change Order is to reflect an increase in the On-Demand ceiling.

**b. The Parties entered into an agreement dated for reference September 30, 2015 and last amended May 1, 2018.**

**c. The Parties have agreed to modify the Agreement.**

The purpose of this Change Order is to update Contract 2016-103 between CGI Information Systems and Management Consultants Inc. and Ministry of Health (MOH) for Application Management Services.

**2. AGREEMENT**

**1. That Schedule C – Fees, Section 4 – On-Demand Services, Subsection 2 will be modified as follows:**

The Province will pay to the Service Provider up to a maximum of \$36,000,000.00 (plus all applicable taxes) for On-Demand Services under this Agreement. The On-Demand Services maximum amount will apply during the Term without any adjustment unless the parties mutually agree otherwise through the Change Order Process.



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

**CGI**

Contract #: 2016-103

Dated: September 1, 2018

**Approval Signatories**

**Agreed to:**

**Agreed to:**

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

**The Province**

By:

By:

Printed Name: Shawn Derby

Printed Name: Jeff Aitken

Title: Sr. Vice President, Western Canada  
Operations

Title: Executive Director, IT Services  
Branch, Ministry of Health

Date:

Sept 20, 2018

Date:

Oct 30, 2018.