

SYSTEMS INTEGRATION SERVICES AGREEMENT

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

and

DELOITTE INC.

dated

February 4, 2010

and effective

February 4, 2010

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SYSTEMS INTEGRATION SERVICES AGREEMENT

THIS AGREEMENT is dated February 4, 2010 and made effective the 4th day of February, 2010

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Housing and Social Development

(the “**Province**”)

AND:

Deloitte Inc. a federal Canadian corporation, having its head office at 30 Wellington Street West, Toronto, Ontario, M5L 1B1

(“**SI**”)

WHEREAS:

- A. The Province issued Request for Proposal for System Integration Services No. SATP-270 dated February 5, 2009 (the “**RFP**”) to acquire system integration services for the design, development, implementation and support of an Integrated Case Management System that will enable the Province to better serve the needs of its citizens, and in particular those who rely upon the services of the Ministry of Children and Family Development and the Ministry of Housing and Social Development, while ensuring the security and privacy of personal information;
- B. In response to the Request for Proposal, SI submitted a proposal dated March 5, 2009 (the “**RFP Proposal**”) and SI was selected as the successful proponent;
- C. The parties now wish to enter into this Agreement pursuant to the RFP and the RFP Proposal, on the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the premises and the covenants, agreements, representations, warranties and payments set out in this Agreement, the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions: 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.

1.2 Interpretation: Unless expressly stated otherwise or unless the context otherwise requires:

- (a) a reference in this Agreement to a statute, whether or not that statute has been defined, means a statute of the Province of British Columbia and includes every amendment to it, every regulation made under it and any enactment passed in substitution therefor or in replacement thereof;

- (b) a reference in this Agreement to any other agreement between the parties means that other agreement as it may be amended from time to time by the parties;
- (c) any reference in the SISA to an Article, section or subsection by number is a reference to the appropriate Article, section or subsection in the SISA and any reference in a Schedule to an Article, section or subsection by number is a reference to the appropriate Article, section or subsection in that Schedule ;
- (d) in this Systems Integration Services Agreement, the terms “Agreement”, “hereof”, “hereunder” and similar expressions refer to this Systems Integration Services Agreement taken as a whole, including the SISA, the Schedules and the Contract Documents, and not to any particular Article, section, subsection or other portion of this Systems Integration Services Agreement;
- (e) in this Agreement, words importing the singular number only include the plural, and vice versa, words importing gender include all genders, and references to “person” include a natural person, corporation, firm, partnership, association, unincorporated organization, society, government or governmental authority, as the context may require;
- (f) words and phrases importing inclusiveness (such as “includes” or “including”), whether or not stated as being without limitation, are not limited by their context or the words or phrases that precede or follow them;
- (g) whenever the words “discretion”, “option” or any variations thereof are used with respect to a party and that party’s entitlement to make any decision, act in any manner or exercise any right, they shall be deemed to mean such party’s sole, absolute and unfettered discretion or option; and
- (h) any reference to “knowledge” of the SI or the Province or any officer or other personnel of the SI or the Province means the knowledge of SI or the Province, as the case may be, after having made due enquiry, and if such party fails to make such due enquiry, then the knowledge that such party would have had if such party had conducted reasonable enquiry into the subject matter.

1.3 Headings: The headings or captions in this Agreement are inserted for convenience only and do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement.

1.4 Currency: Unless otherwise specified, all dollar references in this Agreement are to the lawful money of Canada.

1.5 Schedules: The following Schedules, which are attached to this Agreement, are an integral part of this Agreement as if set out at length in the body of this Agreement:

- Schedule A Definitions
- Schedule B Services
- Schedule C AD SOW Template
- Schedule D BI SOW Template

Schedule E	MS SOW Template
Schedule F	SOW Template – Standard
Schedule G	SOW Template – Special
Schedule H	Form of Non-Disclosure Agreement
Schedule I	Governance Process
Schedule J	Continuous Improvement
Schedule K	SI Account Manager, SI Contract Manager, Key Personnel and Approved Subcontractors
Schedule L	Rate Schedule
Schedule M	Reporting
Schedule N	Privacy Obligations
Schedule O	Security Obligations
Schedule P	Initial Form of the Road Map
Schedule Q	Service Delivery Locations
Schedule R	SOW Change Process
Schedule S	Form of SOW Change Request
Schedule T	SOW Dispute Resolution Process
Schedule U	Designated SOW Arbitrator List
Schedule V	Project Management Services

1.6 Conflict of Provisions: If there is a conflict or inconsistency between the provisions of:

- (a) the SISA;
- (b) any Schedule;
- (c) any SOW;
- (d) any Contract Document other than the ones specifically listed in this section 1.6;

then the order of precedence will be in the order stated above, subject to:

- (e) the specific Service descriptions in a SOW superseding the language set forth in Schedule B; and

- (f) any express provision to the contrary in this Agreement.

1.7 **Joint Drafting:** The parties have jointly contributed to the drafting of this Agreement, and will contribute jointly to the drafting of any SOWs or other Contract Documents to be prepared in the future pursuant to this Agreement. Accordingly, it is the intention of the parties that the principle of *contra proferentem* shall not apply with respect to interpretation matters in respect of this Agreement or any other Contract Documents.

1.8 **Acting Reasonably:** With respect to SI, any requirement set forth in this Agreement for SI to act reasonably, use reasonable efforts, or any variations thereof, will mean the use of all reasonable commercial efforts having regard to the surrounding circumstances, unless specifically provided otherwise. With respect to the Province, any requirement set forth in this Agreement for the Province to act reasonably, use reasonable efforts, or any variations thereof (including, without limitation, any requirement for approvals or consent by the Province not to be unreasonably withheld), will not require the Province to act in a manner that is contrary to, or is inconsistent with, any other policies, directives, executive directions, Treasury Board (as defined in the FAA) decisions, guidelines, rules, regulations, legislation or other determinations of the Province. In addition, SI expressly acknowledges and confirms that nothing contained in this Agreement will be construed or otherwise interpreted in any manner that would or could cause the Province to fetter its discretion.

ARTICLE 2 SERVICES AND DELIVERABLES

2.1 **Services:** SI will provide to the Province, and the Province will obtain from SI, the following services (collectively, the “**Services**”):

- (a) the Analysis and Design Services, Build and Implementation Services, Maintenance and Support, Change Management and Additional Services as generally described in Schedule B and as more specifically described and defined in a SOW, as such Services may be amended pursuant to the Change Order Process;
- (b) the Termination Services, as more particularly described, and within the times indicated, in Article 17;
- (c) the project management services described in Schedule V;
- (d) such other services or additional services as may be agreed to by the parties pursuant to the Change Order Process;
- (e) all such other or additional services as set forth or otherwise described in this Agreement; and
- (f) all such other or additional services as agreed in writing by the parties from time to time, which services do not need to be expressly part of the Integrated Case Management System project otherwise contemplated hereunder but which services do need to be within the general scope of or contemplated by the RFP.

2.2 **Deliverables:** SI will carry out all work required to create and deliver to the Province all Deliverables in accordance with the applicable SOW. All Deliverables will be subject to Acceptance Testing in accordance with Article 5 and the applicable SOW.

2.3 Road Map: The parties will perform their respective obligations in accordance with and so as to achieve the objectives set out in the Road Map. Each AD SOW will include as a jointly developed and agreed upon Deliverable an updated version of the Road Map to reflect the Services performed and Deliverables delivered under previous SOWs, Changes made during the performance of previous SOWs, and lessons learned, information obtained and other developments occurring during the performance of previous SOWs. Any disagreement between the parties with respect to any updated version of the Road Map will be resolved through the Governance Process. The initial form of the Road Map is attached hereto as Schedule P.

2.4 ICM Project Phases: The ICM Project will be divided into groupings of Analysis and Design Services, Build and Implementation Services and Maintenance and Support (each, a “**Project Phase**”). For each Project Phase, SI and the Province will follow the process set out in sections 2.6, 2.7 and 2.8 to:

- (a) identify the Services and Deliverables to be included in each Project Phase;
- (b) agree upon and enter into a SOW for the Analysis and Design Services for each Project Phase;
- (c) agree upon and enter into a SOW for the Build and Implementation Services for each Project Phase based upon the AD Deliverables developed through the Analysis and Design Services included in that Project Phase; and
- (d) agree upon and enter into a SOW for the Maintenance and Support for the BI Deliverables developed through the Build and Implementation Services included in each Project Phase.

SI will not be obligated to provide, and the Province will not be obligated to purchase or pay for, any Services or Deliverables unless and until SI and the Province have entered into a SOW in respect of certain Services and Deliverables.

2.5 Change Management and Additional Services: In addition to the Services described in section 2.4, the ICM Project may include Change Management Services and Additional Services, which may relate to one or more Project Phases. For Change Management and Additional Services, SI and the Province will follow the process set out in section 2.9 to identify the Services and any Deliverables to be included in the Change Management SOW or the Additional Services SOW, as applicable. SI will not be obligated to provide, and the Province will not be obligated to purchase or pay for, any such Services or Deliverables unless and until SI and the Province have entered into a SOW in respect of such Services and Deliverables.

2.6 SOW Process (Analysis and Design Services): For Analysis and Design Services:

- (a) the Province may issue to SI a request for Analysis and Design Services, which request will describe, to the extent reasonably possible at the time, the elements of the ICM Project to which the Analysis and Design Services relate and the expected Deliverables from the Analysis and Design Services and the resulting Build and Implementation Services;
- (b) upon receipt of a request from the Province under subsection 2.6(a), SI will within ten (10) Business Days or such longer period as may be agreed in writing between the parties prepare and deliver to the Province a proposed form of AD SOW for the Analysis and Design Services described in the Province’s request in the form attached hereto as

Schedule C and containing the information specified in Schedule C (the “**AD SOW Proposal**”), including:

- (i) a list of Deliverables;
 - (ii) a proposed Budget, including a proposed Total Budget Amount and proposed Milestone Payments, as contemplated in section 6.2; and
 - (iii) a proposed Implementation Approach, including for each Deliverable the anticipated dates of delivery to and Acceptance by the Province;
- (c) SI will provide to the Province with the AD SOW Proposal such supporting documentation, calculations and information as may be reasonably required by the Province to enable the Province to evaluate the AD SOW Proposal and the proposed Budget, and thereafter will provide the Province with such additional documentation, calculations and information as may reasonably be requested by the Province for that purpose;
- (d) the Province may either accept the AD SOW Proposal by signing and returning the AD SOW Proposal to SI, or request changes to the AD SOW Proposal, including the proposed Budget, and in the latter case the Province and SI will meet to discuss and negotiate changes to the AD SOW Proposal and to document any agreed changes to the AD SOW Proposal in a revised AD SOW for the Analysis and Design Services and Deliverables included in the AD SOW Proposal (the “**Revised AD SOW**”);
- (e) the Province may at any time give notice to SI setting a deadline of not less than thirty (30) days after the notice for agreement on a Revised AD SOW;
- (f) if the Province and SI have not agreed upon a Revised AD SOW prior to the deadline set by the Province under subsection 2.6(e), the Province may:
- (i) extend the deadline to a later date;
 - (ii) accept the AD SOW Proposal, which will remain open for acceptance by the Province until the aforementioned deadline, notwithstanding the Province’s request for changes to the AD SOW Proposal or any negotiations between the parties hereunder; or
 - (iii) elect to use an alternate service provider for the Analysis and Design Services and Deliverables arising out of the Analysis and Design Services, as contemplated in section 2.11;
- (g) upon acceptance by the Province of the AD SOW Proposal under subsection 2.6(d) or 2.6(f)(ii) or agreement between the Province and SI on a Revised AD SOW, the AD SOW Proposal or Revised AD SOW will become an AD SOW for the Analysis and Design Services and Deliverables set out in it, and SI will be obligated to provide, and the Province will be obligated to purchase and pay for, the Analysis and Design Services and Deliverables included in that AD SOW, subject to the terms of this Agreement; and
- (h) the preparation of the AD SOW Proposal, provision of the initial supporting documentation, calculations and information under subsection 2.6(c), and all subsequent

discussions, negotiations, provision of additional documentation, calculations and information, and other things done in connection with the AD SOW Proposal or Revised AD SOW will be undertaken and performed by SI at its own cost and expense, unless otherwise agreed in writing by the Province (in which case the TM Rates will apply to the initial preparation thereof subject to any agreed upon caps or limitations).

2.7 SOW Process (Build and Implementation Services): For Build and Implementation Services:

- (a) SI will deliver to the Province, as part of and as a Deliverable under the Analysis and Design Services, a proposed form of BI SOW for the Build and Implementation Services corresponding to such Analysis and Design Services in the form attached hereto as Schedule D and containing the information specified in Schedule D (the “**BI SOW Proposal**”), including:
 - (i) a list of Deliverables;
 - (ii) a proposed Budget, including a proposed Total Budget Amount and proposed Milestone Payments, as contemplated in section 6.3; and
 - (iii) a proposed Implementation Approach, including for each Deliverable the anticipated dates of delivery to and Acceptance by the Province;
- (b) SI will provide to the Province with the BI SOW Proposal such supporting documentation, calculations and information as may be reasonably required by the Province to enable the Province to evaluate the BI SOW Proposal and the proposed Budget, and thereafter will provide the Province with such additional documentation, calculations and information as may reasonably be requested by the Province for that purpose;
- (c) the Province may either accept the BI SOW Proposal by signing and returning the BI SOW Proposal to SI, or request changes to the BI SOW Proposal, including the proposed Budget, and in the latter case the Province and SI will meet to discuss and negotiate changes to the BI SOW Proposal and to document any agreed changes to the BI SOW Proposal in a revised BI SOW for the Build and Implementation Services and Deliverables included in the BI SOW Proposal (the “**Revised BI SOW**”);
- (d) if within thirty (30) days after receipt by the Province of the BI SOW Proposal the Province has not accepted the BI SOW Proposal and the Province and SI have not agreed upon a Revised BI SOW, the Province may at any time thereafter give notice to SI setting a deadline of not less than thirty (30) days after the notice for agreement on a Revised BI SOW;
- (e) if the Province and SI have not agreed upon a Revised BI SOW prior to the deadline set by the Province under subsection 2.7(d), the Province may:
 - (i) extend the deadline to a later date;
 - (ii) accept the BI SOW Proposal, which will remain open for acceptance by the Province until the aforementioned deadline, notwithstanding the Province’s request for changes to the BI SOW Proposal or any negotiations between the parties hereunder; or

- (iii) elect to use an alternate service provider for the Build and Implementation Services and Deliverables arising out of the Analysis and Design Services, as contemplated in section 2.11;
- (f) upon acceptance by the Province of the BI SOW Proposal under subsection 2.7(c) or 2.7(e)(ii) or agreement between the Province and SI on a Revised BI SOW, the BI SOW Proposal or Revised BI SOW will become a BI SOW for the Build and Implementation Services and Deliverables set out in it, and SI will be obligated to provide, and the Province will be obligated to purchase and pay for, the Build and Implementation Services and Deliverables included in that BI SOW, subject to the terms of this Agreement; and
- (g) the preparation of the BI SOW Proposal and provision of the initial supporting documentation, calculations and information under subsection 2.7(b) will be included in the Analysis and Design Services and paid for by the Province at the TM Rates, but all subsequent discussions, negotiations, provision of additional documentation, calculations and information, and other things done in connection with the BI SOW Proposal or Revised BI SOW will be undertaken and performed by SI at its own cost and expense.

2.8 SOW Process (Maintenance and Support): For Maintenance and Support:

- (a) SI will deliver to the Province, as part of and as a Deliverable under each BI SOW, a proposed form of MS SOW for the Maintenance and Support for the BI Deliverables developed under that BI SOW or any previously completed BI SOW (such that at any given time there will be one MS SOW in effect covering all Accepted BI Deliverables on a cumulative basis) in the form attached hereto as Schedule E and containing the information specified in Schedule E (the “**MS SOW Proposal**”);
- (b) the MS SOW Proposal will set out the Fees for Maintenance and Support, which will consist of:
 - (i) a minimum monthly Fee for Maintenance and Support (the “**Monthly MS Fee**”); and
 - (ii) the TM Rates applicable to SI resources providing Maintenance and Support;
- (c) SI will provide to the Province with the MS SOW Proposal such supporting documentation, calculations and information as may be reasonably required by the Province to enable the Province to evaluate the MS SOW Proposal, and thereafter will provide the Province with such additional documentation, calculations and information as may reasonably be requested by the Province for that purpose;
- (d) the Province may either accept the MS SOW Proposal by signing and returning the MS SOW Proposal to SI, or request changes to the MS SOW Proposal, and in the latter case the Province and SI will meet to discuss and negotiate changes to the MS SOW Proposal and to document any agreed changes to the MS SOW Proposal in a revised MS SOW for the Maintenance and Support included in the MS SOW Proposal (the “**Revised MS SOW**”);
- (e) if within thirty (30) days after receipt by the Province of the MS SOW Proposal the Province has not accepted the MS SOW Proposal and the Province and SI have not

agreed upon a Revised MS SOW, the Province may at any time thereafter give notice to SI setting a deadline of not less than thirty (30) days after the notice for agreement on a Revised MS SOW;

- (f) if the Province and SI have not agreed upon a Revised MS SOW prior to the deadline set by the Province under subsection 2.8(e), the Province may:
 - (i) extend the deadline to a later date;
 - (ii) accept the MS SOW Proposal, which will remain open for acceptance by the Province until the aforementioned deadline, notwithstanding the Province's request for changes to the MS SOW Proposal or any negotiations between the parties hereunder; or
 - (iii) elect to use an alternate service provider for the Maintenance and Support for the Build and Implementation Deliverables developed under that BI SOW, as contemplated in section 2.11;
- (g) upon acceptance by the Province of the MS SOW Proposal under subsection 2.8(d) or 2.8(f)(ii) or agreement between the Province and SI on a Revised MS SOW:
 - (i) the MS SOW Proposal or Revised MS SOW will become an MS SOW for the Maintenance and Support set out in it, and SI will be obligated to provide, and the Province will be obligated to purchase and pay for, the Maintenance and Support included in that MS SOW, subject to the terms of this Agreement; and
 - (ii) any pre-existing MS SOW will automatically terminate and be replaced by the MS SOW accepted by the Province or agreed between the parties under this subsection 2.8(g); and
- (h) the preparation of the MS SOW Proposal and provision of the initial supporting documentation, calculations and information under subsection 2.8(c) will be included in the Build and Implementation Services and paid for by the Province at the TM Rates, but all subsequent discussions, negotiations, provision of additional documentation, calculations and information, and other things done in connection with the MS SOW Proposal or Revised MS SOW will be undertaken and performed by SI at its own cost and expense.

2.9 SOW Process (Change Management Services and Additional Services): For Change Management Services and Additional Services:

- (a) the Province may issue to SI a written request for Change Management Services or Additional Services, which request will describe, to the extent reasonably possible at the time, the elements of the ICM Project to which the Change Management Services or the Additional Services relate and the expected Services and any Deliverables comprising the Change Management Services or the Additional Services.
- (b) upon receipt of a request from the Province under subsection (a) of this section, SI will, within ten (10) Business Days or such longer period as may be agreed between the parties in writing, prepare and deliver to the Province a proposed form of SOW for the Change

Management Services or the Additional Services to be delivered under that SOW (the “**SOW Proposal**”);

- (c) The SOW Proposal will be in the form attached hereto as Schedule F, contain the information specified in Schedule F and comply with the requirements of subsection 6.6(a) provided, however, that if SI obtains the prior written consent of the Province members of the Joint Executive Committee then the SOW Proposal may alternatively be in the form attached hereto as Schedule G, in which case it will contain the information specified in Schedule G and will comply with the requirements of subsection 6.6(b).
- (d) SI will provide to the Province with the SOW Proposal such supporting documentation, calculations and information as may be reasonably required by the Province to enable the Province to evaluate the SOW Proposal, and thereafter will provide the Province with such additional documentation, calculations and information as may reasonably be requested by the Province for that purpose;
- (e) the Province may either accept the SOW Proposal by signing and returning the SOW Proposal to SI, or request changes to the SOW Proposal, and in the latter case the Province and SI will meet to discuss and negotiate changes and to document any agreed changes to the SOW Proposal in a revised SOW for the Services included in the SOW Proposal (the “**Revised SOW**”);
- (f) if within thirty (30) days after receipt by the Province of the SOW Proposal the Province has not accepted the SOW Proposal and the Province and SI have not agreed upon a Revised SOW, the Province may at any time thereafter give notice to SI setting a deadline of not less than thirty (30) days after the notice for agreement on a Revised SOW;
- (g) if the Province and SI have not agreed upon a Revised SOW prior to the deadline set by the Province under subsection 2.9(f), the Province may:
 - (i) extend the deadline to a later date;
 - (ii) accept the SOW Proposal, which will remain open for acceptance by the Province until the aforementioned deadline, notwithstanding the Province’s request for changes to the SOW Proposal or any negotiations between the parties hereunder; or
 - (iii) elect to use an alternate service provider for the Change Management Services or the Additional Services, as contemplated in section 2.11;
- (h) upon acceptance by the Province of the SOW Proposal under subsection 2.9(e) or 2.9(g)(ii) or agreement between the Province and SI on a Revised SOW, the SOW Proposal or Revised SOW will become a Change Management Services SOW for Change Management Services or an Additional Services SOW for the Additional Services set out in it, and SI will be obligated to provide, and the Province will be obligated to purchase and pay for, the Change Management Services or Additional Services included in that SOW, subject to the terms of this Agreement; and
- (i) the preparation of the SOW Proposal and provision of the initial supporting documentation, calculations and information under subsection 2.9(d) will be undertaken

and performed by SI at its own cost and expense, unless otherwise agreed in writing by the Province (in which case the TM Rates will apply to the initial preparation thereof subject to any agreed upon caps or limitations).

2.10 GSAs: The parties acknowledge and agree that:

- (a) prior to the Effective Date SI performed certain services pursuant to two agreements between the Province and SI, both entitled “General Service Agreement” and relate to certain components of the ICM System as they existed prior to the Effective Date, as signed by the Province and SI on April 15, 2009 (the “**First GSA**”) and on October 14, 2009 (the “**Second GSA**”) such Second GSA as amended by two amending agreements between the Province and SI, the first one dated for reference November 3, 2009 and the second one dated effective December 15, 2009 (collectively, the “**GSA**s”); and
- (b) in respect of the services being performed under the GSAs the parties agree that the GSAs will continue after the Effective Date of this Agreement and only be terminated and replaced by this Agreement in the manner agreed by the parties in the first AD SOW. For greater certainty, with respect to the services and deliverables provided under the GSAs, SI’s liability for such services and deliverables shall be governed solely by Article 11 of this Agreement and the terms of the GSAs shall not apply.

2.11 Use of ASI: This Agreement does not grant to SI the exclusive right to perform the Services or guarantee to SI that it will receive all or any specific portion of the Services or earn any minimum amount under this Agreement. If the Province and SI are unable to agree upon a SOW for all or any portion of a Project Phase or any Services or Deliverables, or if the Province determines as a result of any performance or other evaluation of SI or for any other reason that it is in the best interests of the ICM Project, the Province may engage another service provider (an “**ASI**”) for such Project Phase, Services, Deliverables or portion thereof. If the Province engages an ASI for all or any portion of a Project Phase or any Services or Deliverables, subject to SI and ASI entering into a non-disclosure agreement substantially in the form attached hereto as Schedule H, SI will provide to the Province and the ASI such information, assistance and access to SI Personnel, on a basis consistent with the scope of Termination Services, for which the Province will pay SI at the TM Rates, and in the event of expiry or termination of the Term, then in accordance with Article 17 and such services as are contemplated as part of the Termination Services.

2.12 Included or Inherent Services: The parties acknowledge that there are functions or tasks that will not be specifically listed or described in the description of the Services in Schedule B or a SOW but that are customarily required for the proper performance and provision of the Services and Deliverables pursuant to this Agreement and each SOW. The parties agree that such functions or tasks are implied, and therefore included, in the scope of the Services under this Agreement and each SOW to the same extent and in the same manner as if those functions or tasks had been specifically described in Schedule B or the SOW, and shall be performed by SI as part of the Services. Notwithstanding the foregoing, this section 2.12 is not intended to expand the scope of the Services beyond the Services described in this Agreement or a SOW, or to require a higher standard of Service delivery than that which is otherwise described in this Agreement or a SOW and any such expanded scope or requirement for a higher standard will be subject to the Change Order Process.

2.13 Governance: The parties will jointly participate in the Governance Process, as set out in Schedule I, as amended from time to time in accordance with this Agreement.

2.14 Implementation Approach: Each SOW will include a description of the Implementation Approach for the SOW. Each of SI and the Province will perform their respective obligations, including without limitation the performance of the Services and the delivery of all Deliverables by SI and the completion of all Acceptance Tests by the Province, in accordance with the timetable and deadlines specified in the Implementation Approach.

2.15 Continuous Improvement: SI will implement and carry out continuous improvement and quality management for all Services and Deliverables, and will establish programs that encompass continuous improvement of the Services in addition to an ongoing quality assessment of the Services, as more particularly set out in Schedule J. SI will monitor and evaluate trends relating to the performance of services of the same general type as the Services, and will make recommendations to the Province for continuous improvement of the Services. SI will perform continuous improvement activities pursuant to this section 2.15 and Schedule J at its own expense.

2.16 Recovery Plan: SI will be responsible to develop and practice a Recovery Plan that addresses SI's plans to prevent, respond to and mitigate the effects of events that may affect the Services, including without limitation Force Majeure events, and to implement SI's Recovery Plan upon the occurrence of any such event. The details of SI's Recovery Plan as it relates to the Services generally are set out in Schedule V and any details of SI's Recovery Plan with respect to a particular SOW shall be set out in such SOW.

2.17 Documentation: SI will create and maintain Documentation as specified in SOWs, which will provide complete and correct information sufficient for the Province, at any time and either itself or through an ASI or other contractor or service provider, to understand and obtain the benefit of and, if necessary to transition and continue, the Services previously performed or then being performed by SI and to understand, perform, use, operate, complete, maintain and support all Deliverables previously received by the Province or then in process with SI. Without limiting the generality of the foregoing, the Documentation will include a complete and correct description of:

- (a) the technology, processes, procedures and services that SI will provide or undertake in order to provide the Services and Deliverables;
- (b) the methods of operation and procedures SI will use to perform the Services, such as network topologies, application design, security administration, system configurations, help desk processes, support models, human resource functions, business processes and associated documentation that provides further details of such activities, as applicable (including, for example, user support manuals, job scheduling procedures, specifications and updates of such materials); and
- (c) such other matters as may be set out in a SOW.

SI will modify and update the Documentation specified in a SOW for modification and updating, and deliver such modified and updated Documentation to the Province, in accordance with the terms of the SOW under which such Documentation was created or as otherwise expressly contemplated in a SOW.

2.18 Knowledge Transfer: SI will provide the Province, and any Province Personnel as directed by the Province, with ongoing knowledge transfer with respect to the Services in such manner as may be determined through the Governance Process or as otherwise requested by the Province from time to time. The purpose and extent of the knowledge transfer is so that the Province is a well-informed customer regarding the manner in which the Services are delivered and has sufficient knowledge to understand and obtain the benefit of and, if necessary to transition and continue, the Services previously performed or

then being performed by SI and to understand, perform, use, operate, complete, maintain and support all Deliverables previously received by the Province or then in process with SI. At the request of the Province, SI will provide Province Personnel who have duties related to the Services or Deliverables or the performance of the Province's obligations under this Agreement with orientation and training relating to the Services, Deliverables or other matters relevant to such Province Personnel's duties. SI will not rely upon Article 13 or any other obligation of confidentiality to limit or restrict the knowledge transfer provided for under this section 2.18, provided that SI shall be entitled to obtain from the Province and any Province Personnel assurances consistent with Article 13 that any Confidential Information provided as a result of the knowledge transfer under this section 2.18 will be maintained in confidence and used in accordance with Article 13.

2.19 Province Responsibilities: The Province will at all times remain responsible for and retain control of the following:

- (a) establishing and revising Province Policies relevant to this Agreement, the Services, the Deliverables, Province Personnel, the Province Systems, records management, and privacy and security;
- (b) any agreements between the Province and third parties (including stakeholders and Province Personnel) relevant to this Agreement, the Services, the Deliverables and the Province Systems;
- (c) all media relations, including the approval of SI media communications and stakeholder communications in accordance with Article 22;
- (d) the exercise of powers for and on behalf of Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Housing and Social Development; and
- (e) such other direct responsibilities as may be expressly contemplated in this Agreement including in any SOW or Implementation Approach.

The parties acknowledge and agree that these responsibilities are vested solely in the Province, and that SI has no right or obligation to exercise any powers or responsibilities of the Province.

In addition, without limiting obligations otherwise set out in this Agreement including in any SOW, the Province will endeavour to provide SI with reasonable assistance, cooperation, information, support and materials necessary to enable SI to perform the Services, provided, however, that SI shall not be entitled to any remedy or relief under this Agreement (including under section 2.20) as result of the Province failing to comply with such obligation.

2.20 Province Failure to Perform: If the Province fails to perform its obligations under this Agreement (other than a failure to make payments in accordance with section 6.11), either generally or within any time period specified in the applicable Implementation Approach or SOW, then the following provisions will apply:

- (a) SI will notify (which may include but is not limited to notification by way of e-mail or entry of a matter in an issues log) Province's Contract Manager promptly, and in any event within not more than ten (10) Business Days or such longer period as may be agreed between the parties after SI determines that such failure has occurred, providing

details with respect to such failure and the anticipated effect of such failure on SI's performance under this Agreement;

- (b) within ten (10) Business Days or such longer period as may be agreed between the parties after receipt of a notice from SI under subsection 2.20(a), the Province will either:
 - (i) give SI notice that the Province does not dispute SI's assertion that the Province has failed to perform the specified obligation and that the Province's failure will impact SI's performance under this Agreement, in which case the Province will within a reasonable time period thereafter either correct such failure or take such steps as may reasonably be necessary to substantially mitigate the effects of such failure; or
 - (ii) give SI notice that the Province disputes SI's assertion that the Province has failed to perform the specified obligation, or that the Province's failure will impact SI's performance under this Agreement, in which case the Province's Contract Manager and the SI Contract Manager will promptly meet in order to discuss and, if possible, to resolve the issues in dispute and to address any agreed failure to perform by the Province and its impacts on SI's performance under this Agreement;
- (c) if the Province's Contract Manager and the SI Contract Manager are unable to resolve any dispute under this section 2.20, the matter will be resolved through the Governance Process, and failing resolution through the Governance Process, through the Dispute Resolution Process;
- (d) if any failure by the Province has a material impact on the delivery, performance or cost of the Services or Deliverables, then effective as of the date that the notice of the failure is delivered to the Province in accordance with subsection 2.20(a), SI and the Province will adjust the Fees and time frames for performance of any affected Services and for delivery of any affected Deliverables, either on a temporary basis or a long term basis, in accordance with the Change Order Process; and
- (e) if SI does not notify the Province of any failure by the Province to perform any obligation of the Province under this Agreement and the effect of such failure on SI's performance under this Agreement as set forth and within the time specified in subsection 2.20(a), then such failure by the Province will not constitute an excuse or defence for SI's failure to perform its obligations under this Agreement, and SI will not be entitled to request a Change or to any additional Fees or other compensation arising out of such failure by the Province.

This section 2.20 sets out SI's sole and exclusive remedy against the Province with respect to any delay caused by the Province, and the Province shall not incur any liability to SI or be required to make any additional payment to SI as a result of any such delay except as determined through the Change Order Process in accordance with this section 2.20.

2.21 Service Locations: SI will perform the Services only at locations set out in Schedule Q or such other locations as may be specifically approved by the Province from time to time. SI will not permit any SI Personnel to work from home or engage in other similar remote telecommunicating activities, where such work or activities would involve the use of Personal Information, without the prior approval of the Province through the Change Order Process.

2.22 Disabling Code: Unless otherwise mutually agreed by the parties in a SOW, SI covenants and agrees that the Software Deliverables, at the time such Software Deliverables are delivered and at the time the Software Deliverables may be updated by SI, will not contain any software code, key, routine or other device designed to disable a computer program automatically with the passage of time, as a result of use of any Software Deliverable on other than a specified system, server or other hardware or under the control of a person other than the Province or for any other reason, nor any software routine designed to cause unauthorized access to disable, erase or otherwise harm the Software Deliverable, the Province Systems or the Province's data. For greater certainty this section 2.22 does not apply with respect to the Oracle Software or any other Commercially Available Software that is utilized as part of the ICM Project.

ARTICLE 3 FACILITIES AND PERSONNEL

3.1 Province Facilities: The Province will, at its expense, supply SI with the following:

- (a) where provided for in a SOW, adequate workspace and facilities for SI Personnel when performing Services or working on Deliverables on the Province's premises, including office and work space, use of fax and other communication facilities, workstation access (excluding computer equipment and software), and use of meeting rooms; and
- (b) access to Province Personnel on Business Days and on such other days as may be agreed at such times as may be reasonably necessary for SI to carry out the Services and deliver the Deliverables.

3.2 Access to Province Systems: The Province will provide to SI such access to the Province Systems as may be necessary for performance of the Services and the creation, testing, correction, installation, implementation, maintenance and support of Deliverables, including access to and use of development, testing and production environments on the Province Systems. SI will, and will require SI Employees, Approved Subcontractors and External Personnel to, comply with Schedule O in connection with all access to and use of Province Systems.

3.3 Oracle Software: The Province will be responsible to obtain all licenses required for the Use by SI of the Oracle Software in the performance of the Services.

3.4 SI Facilities: Except as provided in subsection 3.1(a) and sections 3.2 and 3.3, SI shall supply all labour, materials, premises, facilities, equipment, resources, tools and approvals necessary to perform and provide the Services and Deliverables at its own expense.

3.5 Access Use and Security: SI shall, and shall ensure that all SI Personnel:

- (a) comply with all security, acceptable use, conduct and other policies and procedures specified and provided by the Province with respect to the access to and use by SI and SI Personnel of the Province Systems and premises;
- (b) access and use the Province Systems and premises only for the purposes of performing the Services and working on Deliverables; and
- (c) do not provide or permit any other person to have access to or the use of the Province Systems or premises.

3.6 SI Account Manager: SI agrees to appoint the person specified in Schedule K as the SI Account Manager. The SI Account Manager will be SI's principal representative in connection with this Agreement, be accountable for the overall conduct of SI and SI Personnel, work with the Province at a planning and management level, have authority to resolve issues that may arise between SI and the Province and, if necessary, escalate larger issues to a higher authority within SI for resolution. The SI Account Manager is authorized to act for and bind SI in all matters pertaining to this Agreement, except for amendments, which must be signed by an authorized signatory of SI. SI will not change the SI Account Manager without the Province's prior written consent, unless the person then designated as the SI Account Manager becomes unavailable for reasons beyond SI's control (such as death, disability or resignation of employment) or has been terminated by SI (and not engaged by SI on a contractor basis). SI will not charge the Province any fee or other amount for the performance by the SI Account Manager of the role set out in this section 3.6.

3.7 SI Contract Manager: SI agrees to appoint the person specified in Schedule K as the SI Contract Manager. The SI Contract Manager will be SI's principal representative in connection with the performance and management of the Services and delivery of the Deliverables. The SI Contract Manager is authorized to act for and bind SI in all matters pertaining to the Services and Deliverables, except for amendments, which must be signed by an authorized signatory of SI. SI will not change the SI Contract Manager without the Province's prior written consent, and such consent shall not be unreasonably withheld, unless the person then designated as the SI Contract Manager becomes unavailable for reasons beyond SI's control (such as death, disability or resignation of employment) or has been terminated by SI (and not engaged by SI on a contractor basis). The Fees payable by the Province for the performance by the SI Contract Manager of the role set out in this section 3.7 will be set out in each SOW.

3.8 Key Personnel:

- (a) SI agrees that the individuals listed in Schedule K under the heading "Key Personnel" are Key Personnel who will be involved in the performance of the Services and delivery of Deliverables and SI further agrees to perform the Services and deliver the Deliverables under each SOW using the individuals identified in each SOW as "Key Personnel", or subject in each case to the Province's prior approval (acting reasonably), replacing Key Personnel with individuals having equivalent qualifications, expertise and experience. Either party may escalate Key Personnel changes or proposed changes through the Governance Process at any time for notification purposes.
- (b) Subject to sections 3.12 and 14.4, SI will be entitled to determine the allocation and assignment of its resources to perform the Services and deliver the Deliverables in accordance with this Agreement, provided that once an individual that is designated as a Key Personnel is assigned to perform specific Services or work on specific Deliverables, SI shall not remove that individual without the Province's prior written consent, such consent not be unreasonably withheld, unless that individual has permanently and completely finished the Services or work to which he or she was assigned or is anticipated to be assigned during the ICM Project, or becomes unavailable for reasons beyond SI's control (such as death, disability or resignation of employment) or has been terminated by SI (and not engaged by SI on a contractor basis).
- (c) Not less frequently than annually, the parties will jointly review the list of Key Personnel in order to determine any appropriate changes, each party acting reasonably. The number of Key Personnel in Schedule K shall at all times equal or exceed five Key Personnel unless otherwise mutually agreed in writing by the parties.

- (d) If SI removes any Key Personnel other than at the request of the Province pursuant to section 3.12 or with the Province's prior written consent, or if any Key Personnel ceases to perform the Services and work on Deliverables to which he or she is assigned, other than in accordance with this section 3.8 or section 3.9, then the following provisions shall apply:
- (i) If such Key Personnel is an individual identified in Schedule K and is removed by SI prior to the completion of three years from the date such individual is added to Schedule K in accordance with the terms of this Agreement, then SI will pay to the Province an amount equal to the Fees paid by the Province to SI for work performed by such Key Personnel during the preceding 12 months, which amount may, at the election of the Province, either be retained by the Province as compensation for the costs and impact of the loss and replacement of such Key Personnel or held by the Province to be applied against the Province's costs and damages for the impact of the loss and replacement of such Key Personnel upon determination of such costs and damages by agreement between the Province and SI or pursuant to the Dispute Resolution Process.
 - (ii) If section 3.8(d)(i) does not apply and such Key Personnel is an individual identified as a "Key Personnel" in a SOW, then SI will pay to the Province an amount equal to the Fees paid by the Province to SI for work performed by such Key Personnel during the lesser of the preceding 12 months and the term of such SOW, which amount may, at the election of the Province, either be retained by the Province as compensation for the costs and impact of the loss and replacement of such Key Personnel or held by the Province to be applied against the Province's costs and damages for the impact of the loss and replacement of such Key Personnel upon determination of such costs and damages by agreement between the Province and SI or pursuant to the Dispute Resolution Process.
 - (iii) If neither section 3.8(d)(i) or (ii) above apply, then such removal of a Key Personnel shall be promptly escalated through the Governance Process for notification purposes.
- (e) Any disagreement between the parties with respect to the removal of any Key Personnel from the performance of his or her obligations under this Agreement other than pursuant to section 3.12 will be first escalated through the Governance Process before such Key Personnel is removed by SI. For greater certainty, and without limiting the foregoing, additional individuals in other roles may be added to the list of "Key Personnel" in Schedule K and individuals listed as "Key Personnel" in Schedule K may be removed from that list without a replacement through the Change Order Process.

3.9 **Temporary Release of Key Personnel:** Key Personnel who are temporarily inactive in the ICM Project but who are still required to remain available to the ICM Project in accordance with section 3.8 ("**Temporarily Inactive**") may be temporarily released from the ICM Project to perform other work for SI or other clients of SI in accordance with the following:

- (a) the Province may give notice to SI identifying Key Personnel that are Temporarily Inactive and the period for which the Province believes they will be Temporarily Inactive, and requesting from SI a proposal pursuant to subsection 3.9(b);

- (b) upon receipt from the Province of a notice under subsection 3.9(a), SI will within five (5) Business Days provide to the Province a proposal for the temporary removal of the identified Key Personnel from the ICM Project, which proposal will set out the time period for which SI is able to reassign the identified Key Personnel to other work for SI or other clients of SI (which period may or may not correspond to, but may not commence any earlier than, the time period specified by the Province in subsection 3.9(a)) and any minimum notice that would be required from the Province for the return of such Key Personnel to the ICM Project;
- (c) if SI considers any Key Personnel to be Temporarily Inactive, SI may give notice to the Province identifying such Key Personnel and the period for which SI believes they will be Temporarily Inactive, together with a proposal in accordance with subsection 3.9(b);
- (d) upon receipt from SI of a proposal under subsection 3.9(b) or 3.9(c), the Province may either:
 - (i) accept the proposal, in which case the Key Personnel identified in the proposal will be temporarily released from the ICM Project in accordance with the proposal, which will be binding on both SI and the Province, and any Periodic Minimum Payment applicable to such Key Personnel will not apply during the period of such release; or
 - (ii) reject the proposal, in which case the Key Personnel identified in the proposal will not be released from the ICM Project, and the Province will pay to SI the Periodic Minimum Payment for such Key Personnel in accordance with section 6.4; and
- (e) for greater certainty, notwithstanding the time period for temporary release of a Key Personnel set out in a SI proposal accepted by the Province pursuant to subsection 3.9(d)(i), such period may be changed by mutual written agreement of the parties.

3.10 Familiarization: SI shall be responsible, at its expense, to ensure that each SI Personnel is, to the extent necessary for the performance of the work to which it is assigned, familiar with the Province, the Province Systems and the requirements of this Agreement. SI shall not charge the Province any fees or other amounts for work done by any SI Personnel to familiarize themselves with the Province, the Province Systems and the requirements of this Agreement.

3.11 Standards of Conduct: SI shall comply with, and cause SI Personnel to be knowledgeable of and to comply with, all policies, practices and procedures established by the Province with respect to safety, security, conduct, behaviour and other matters in and around the Province premises and Province Personnel, and with respect to the use of the Province Systems, and which are communicated in writing by the Province to SI from time to time, including the Standards of Conduct and the CPPM. SI will, upon request by the Province, remove any SI Personnel who fails to comply with the Province's policies, practices and procedures or who acts in an unprofessional manner as determined by the Province, in its discretion.

3.12 Removal: If the Province, acting reasonably, decides that such a request would be in the best interests of delivery of the Services and Deliverables, it may, from time to time, request that SI remove any SI Personnel. Upon receiving such a request, SI will immediately remove such SI Personnel, provide a temporary replacement therefor within five (5) Business Days, and permanently replace such SI Personnel within thirty (30) days from receipt of the request and SI will submit to the Province, for

written approval by the Province, the proposed permanent replacement person. Either party may escalate any such request by the Province for discussion purposes through the Governance Process.

3.13 SI Responsibility: SI will be responsible for the management and supervision of, and for the acts, omissions and performance of, and Claims and Losses caused by, SI Personnel. SI will ensure that all SI Personnel:

- (a) possess a degree of skill and experience appropriate to the tasks to which they are assigned,
- (b) receive appropriate training (including quality training courses, refresher courses and retraining programs) for the performance of the Services and compliance with the confidentiality provisions and Privacy Obligations of this Agreement,
- (c) perform the Services in accordance with SI's obligations and to the standards set out in this Agreement and the SOWs, and
- (d) strictly comply with the privacy, security and confidentiality provisions set forth in the Privacy Obligations.

3.14 SI Personnel and External Personnel Qualifications: SI is responsible to ensure that all SI Employees and External Personnel involved in performance of the Services:

- (a) are qualified and trained for the tasks to which they are assigned; and
- (b) are of good character and do not present any risk to the security of person, property or information.

SI will use prudent measures to screen and assess all SI Employees and External Personnel involved in the performance of the Services, including conducting criminal records checks.

3.15 Province Contract Manager: The Province, by notice to SI, will appoint a person as the Province Contract Manager in connection with this Agreement. The Province Contract Manager is authorized to act for and bind the Province in all matters pertaining to this Agreement, except for amendments, which must be signed by an authorized signatory of the Province. The Province, by notice to SI, may revoke any appointment made under this section 3.15 and appoint another person as the Province Contract Manager.

3.16 Province Personnel Availability: Subject to specific personnel requirements set forth in a SOW, the Province will use reasonable efforts to ensure that appropriate Province Personnel are available as required to facilitate or enable SI's performance under this Agreement, but the Province will not be in default of any of its obligations under this Agreement if, in the Province's discretion, it is necessary to reallocate any Province Personnel to other functions of the Province, provided that if a reallocation of a Province Personnel is likely to have a material impact on the delivery of any Services or Deliverables, then the provisions of Article 4 will apply as if a Change was being proposed by the Province.

3.17 Province Personnel Issues: If SI is experiencing problems with any Province Personnel, then SI may review those problems with the Province Contract Manager, escalate those problems for discussion purposes through the Governance Process or both.

3.18 Continuous Engagement: SI shall continue to engage and apply sufficient SI Personnel with appropriate skills and experience to complete any SOWs in accordance with the schedule set out therein that have been entered into by the parties notwithstanding that the Fee Cap or the Total Budget Amount and the Contingency for the SOW have been exceeded or that the milestone date for the Final BI Deliverables or any other milestone date for a Deliverable has transpired. SI further confirms that while Services and Deliverables under a SOW are outstanding the SI Personnel shall perform the Services and provide the Deliverables at the staffing levels associated with the outstanding Services or Deliverables as set out in the applicable SOW (including any project plan or similar staffing document agreed to by the parties and related thereto) and any applicable Changes to the SOW.

ARTICLE 4 CHANGE ORDER PROCESS

4.1 Change Order Process: Either party may request a Change by giving to the other party a written request for such Change (a “**Change Request**”), which will include all relevant information reasonably necessary for the other party to properly consider the requested Change. The parties will consider each Change Request in accordance with the process set out in sections 4.2 to 4.4 (the “**Change Order Process**”).

4.2 Changes: A Change Request will be considered and may be approved in accordance with the following process:

- (a) if requested by the recipient of the Change Request within five (5) Business Days after receipt thereof, the parties will within ten (10) Business Days after such request meet through the Governance Process to clarify and provide further information regarding the proposed Change;
- (b) if the Province has issued a Change Request to SI, then within ten (10) Business Days after receipt of the Change Request or if a meeting is held under subsection 4.2(a) within ten (10) Business Days after that meeting, SI will submit to the Province for its review a good faith proposal (the “**Proposal**”) in accordance with subsection 4.2(c);
- (c) a Proposal submitted by SI to the Province in response to a Change Request from the Province, or a Change Request submitted by SI to the Province, will contain the following information:
 - (i) in the case of a Change Request submitted by SI to the Province, a detailed description of the proposed Change, including, as necessary, any changes or additions to the Services and Deliverables;
 - (ii) in the case of a Proposal in response to a Change Request from the Province, a detailed description of impacts of the proposed Change, including, as necessary, any changes or additions to the Services and Deliverables;
 - (iii) the increase or decrease, if any, to the amounts to be paid under all affected SOWs as a result of the proposed Change provided, however, that any such increase or decrease to such amounts will comply with the following terms and conditions:

- (A) in respect of any affected AD SOW, BI SOW, Change Management Services SOW or Additional Services SOW, the Total Budget Amount set out in such SOW will only be increased or decreased to reflect the net actual change in total effort for all Services and Deliverables included in such SOW that is expected as a result of the proposed Change as follows;
 - (B) in respect of any affected BI SOW, Change Management Services SOW or Additional Services SOW, the amount of the Contingency set out in the BI SOW or the amount of the Fee Cap, if any, set out in the Change Management Services SOW or Additional Services SOW shall not increase unless the proposed cumulative Changes to a BI SOW, Change Management Services SOW or Additional Services SOW, results in an increase in the Total Budget Amount for such SOW of 10% or more (compared to the then current Total Budget Amount), in which case, any amount added to the amount of the Contingency or Fee Cap, as the case may be, will not exceed 20% of the net increase in such Total Budget Amount; and
 - (C) in respect of any affected BI SOW, Change Management Services SOW or Additional Services SOW, the amount of the Contingency set out in the BI SOW or the amount of the Fee Cap, if any, set out in the Change Management Services SOW or Additional Services SOW shall not decrease unless the proposed cumulative Changes to a BI SOW, Change Management Services SOW or Additional Services SOW results in a decrease in the Total Budget Amount for such SOW of 10% or more (compared to the then current Total Budget Amount), in which case, the amount of the Contingency or Fee Cap, as the case may be, set out in such SOW will be adjusted as determined by mutual agreement of the parties or, failing such agreement, the amount of the Contingency or Fee Cap, as the case may be, will decrease by the same percentage by which such Total Budget Amount decreases in accordance with subsection 4.2(c)(iii)(A);
- (iv) the change, if any, to the applicable delivery dates for any Services and Deliverables as set out in the applicable Implementation Approach; and
 - (v) any other information relevant related to this Agreement or the affected Services, Deliverables or SOW that may be impacted by the Change;
- (d) the Province will evaluate and respond to SI with respect to SI's Proposal in response to a Province Change Request on or before the tenth (10th) Business Day after the Province's receipt of SI's Proposal;
 - (e) the Province will evaluate and respond to SI with respect to a Change Request made by SI on or before the tenth (10th) Business Day after the Province's receipt of SI's Change Request, or if a meeting is held under subsection 4.2(a) within ten (10) Business Days after that meeting;
 - (f) each Change Request proposed by the Province will become effective as a Change and will act as an amendment of this Agreement upon acceptance and written execution of SI's Proposal by duly authorized representatives of both parties;

- (g) each Change Request proposed by SI will become effective as a Change and will act as an amendment of this Agreement upon acceptance and written execution thereof by duly authorized representatives of both parties; and
- (h) upon a Change becoming effective, this Agreement and any affected SOW will be deemed amended as provided in the applicable Change Request or Proposal, and SI will implement that Change in accordance with the particulars of the applicable Change Request or Proposal.

4.3 **Rejection by SI:** SI will not reject a Change Request initiated by the Province unless SI is unable to make the changes contemplated in the Change Request due to technical, legal (including privacy), or other impediments that are commercially unreasonable to overcome, or the Change Request will result in SI not being able to comply with any material terms or conditions of this Agreement, including the Privacy Obligations (each an “**Adverse Impact**”). If SI believes that any Change Request initiated by the Province will result in an Adverse Impact, SI will request a meeting with the Province in accordance with subsection 4.2(a), and will in advance of that meeting provide the Province with a written explanation of the Adverse Impact, including details of the Adverse Impact and suggested reasonable alternatives to the Change Request or means of mitigating the effects of the Adverse Impact. If the Province requires that the Change Request be implemented as requested, notwithstanding the Adverse Impact to SI, then the impact of the Change Request, including on the Fees and SI’s affected obligations under this Agreement will be addressed through the Governance Process. If a mutually acceptable resolution is not reached in respect of the proposed Change Request, then the matter will be treated as a Dispute to be resolved pursuant to the Dispute Resolution Process set forth in Article 18.

4.4 **Mandatory Changes:** The Province may, either at the time it delivers a Change Request or at any time during the process set out in section 4.2, designate the Change set out in the Change Request as a Mandatory Change, in which case the process set out in section 4.2 will be modified as follows:

- (a) the approval or agreement of SI to the Mandatory Change is not required, provided that SI will not be required by a Mandatory Change to do anything that would be a breach of Applicable Law or an infringement of the Intellectual Property Rights of any person;
- (b) the Mandatory Change will immediately become effective as a Change upon issuance by the Province of the Change Request pursuant to section 4.2 or notice designating the Change as a Mandatory Change pursuant to this section 4.4 (in either case, a “**Mandatory Change Request**”), and SI will implement the Mandatory Change following receipt from the Province of the Mandatory Change Request, as soon as reasonably practicable to do so;
- (c) if a Mandatory Change will result in any change to the Fees or to the Services, Deliverables, Implementation Approach or other material obligations of the parties, then the following procedures will apply:
 - (i) within five (5) Business Days or such other mutually agreed period after receipt from the Province of a Mandatory Change Request in respect of a Mandatory Change, SI will provide the Province with its proposal for changes to the Fees (which changes will comply with the terms and conditions set out in subsection 4.2(c)(iii)), Services, Deliverables, Implementation Approach and other material obligations of the parties resulting from the Mandatory Change, in all cases with supporting documentation including, without limitation, detailed information,

analysis and back-up support regarding any increase or decrease to the Fees (the “**Mandatory Change Proposal**”);

- (ii) within ten (10) Business Days after the Province receives the Mandatory Change Proposal, the Province will give notice to SI setting out the extent to which the Province accepts or rejects the Mandatory Change Proposal;
- (iii) the Mandatory Change Proposal will take effect upon and to the extent that the Province accepts the Mandatory Change Proposal, and subject to subsections 4.4(c)(iv) and 4.4(c)(v) will be of no force or effect to the extent rejected by the Province;
- (iv) if the Province rejects any portion of the Mandatory Change Proposal, SI may give notice to the Province within five (5) Business Days after receipt of the Province’s decision under subsection 4.4(c)(ii) that SI disputes such rejection by the Province, in which case the Dispute will be settled pursuant to the Dispute Resolution Process,
- (v) if it is determined by agreement between the parties or pursuant to the Dispute Resolution Process that any changes proposed in the Mandatory Change Proposal and rejected by the Province should be implemented, the additional changes will take effect immediately upon such determination; and
- (vi) any change in the Fees pursuant to a Mandatory Change Proposal that becomes effective under subsection 4.4(c)(iii) or 4.4(c)(v) will be given effect retroactively to the date of the implementation of the Mandatory Change, to the extent possible in the circumstance.

4.5 **Record of Changes:** SI will maintain an accurate and complete record of all Change Requests, Proposals and Changes contemplated in this Article 4. Such record may be maintained in such form as is accessible to both parties, including by way of a server-based record accessible by both parties. SI will make corrections to such records as the Province may reasonably request to ensure that the record of Change Requests, Proposals and Changes is accurate and complete, in all material respects, at all times.

4.6 **SOW Change Process:** Notwithstanding the foregoing provisions of this Article 4, SOW Changes will be considered, approved and implemented in accordance with the process and terms set out in Schedule R.

ARTICLE 5 ACCEPTANCE

5.1 **Acceptance in SOW:** The Province and SI will agree upon the Acceptance Tests, Cumulative Acceptance Tests, Acceptance Criteria, Acceptance Period and Final Acceptance Period for the Services and Deliverables included in each SOW and Project Phase, and in the case of the final BI SOW under this Agreement for the ICM System as a whole. The Province and SI will include in the Acceptance Criteria for each SOW all material elements of the Specifications for the Services and Deliverables included in that SOW.

ARTICLE 6 FEES AND PAYMENT

6.1 Fees: The Fees payable by the Province in respect of the Services and Deliverables shall be in the amounts and payable at the times or upon the achievement of the milestones set out in this Article 6, Schedule L and each SOW.

6.2 Fees for Analysis and Design Services: Subject to agreement to the contrary in an AD SOW, and subject to section 6.7, Fees for Analysis and Design Services will be calculated and paid as follows:

- (a) each AD SOW will include a Budget, which will include the Line Item Budget Amount for each Service and Deliverable included in the AD SOW, the Total Budget Amount for all Services and Deliverables included in the AD SOW and complete supporting details relating to the construction of the Budget including a detailed breakdown of effort, contingencies, resource needs, and costs;
- (b) each AD SOW will set out the times at which Fees are payable under that AD SOW, which shall be based upon the achievement of specified milestones set out in the AD SOW and corresponding to the Budget;
- (c) upon achievement of each milestone under an AD SOW, SI will invoice the Province for the Services and Deliverables up to that milestone for which SI has not previously invoiced the Province, on a time and materials basis using the TM Rates;
- (d) the Fees payable by the Province for preparation of the BI SOW Proposal under subsection 2.7(a) will be included in the Budget, but will not form part of the Total Budget Amount, and will be payable, and may be invoiced by SI, upon the first to occur of the following:
 - (i) the Province accepting the BI SOW Proposal pursuant to subsection 2.7(c) or 2.7(e)(ii);
 - (ii) the Province and SI agreeing upon a Revised BI SOW resulting from the BI SOW Proposal; or
 - (iii) the Province notifying SI of the Province's decision to use an ASI pursuant to subsection 2.7(e)(iii); and
- (e) the Province will have the right to audit the ICM Project Books and Records with respect to Analysis and Design Services and Deliverables and the calculation of the Fees payable by the Province therefor in accordance with Article 7.

6.3 Fees for Build and Implementation Services: Subject to agreement to the contrary in a BI SOW, and subject to section 6.7, Fees for Build and Implementation Services will be calculated and paid as follows:

- (a) each BI SOW will include a Budget, which will include the Line Item Budget Amount for each Service and Deliverable included in the BI SOW, the Total Budget Amount for all Services and Deliverables included in the BI SOW, a Final Acceptance Payment, a contingency amount or amounts (which may be pre-determined or based upon a calculation or a combination thereof) (the "**Contingency**") and complete supporting

details relating to the construction of the Budget including a detailed breakdown of effort, contingencies, resource needs, and costs;

- (b) each BI SOW will set out the times at which Fees are payable under that BI SOW, which shall be based upon the achievement of specified milestones set out in the BI SOW and corresponding to the Budget, and the maximum amount specified in the BI SOW as being payable upon the achievement of each milestone (the “**Milestone Payment**”), provided that the final Milestone Payment will be:
 - (i) payable upon Final Acceptance of the Final BI Deliverables under that BI SOW;
 - (ii) not less than twenty percent (20%) of the Total Budget Amount for that BI SOW;
- (c) upon achievement of each milestone under a BI SOW other than Final Acceptance, SI will invoice the Province for the Services and Deliverables up to that milestone for which SI has not previously invoiced the Province, on a time and materials basis using the TM Rates, provided that, subject to subsections 6.3(d) and 6.3(e)(ii), the Province will not be obligated at any time to pay Fees in excess of the aggregate Milestone Payments for all milestones up to and including the milestone for which the invoice has been issued and the Province will not be obligated to pay Fees under a BI SOW in excess of the Total Budget Amount plus the Contingency for that BI SOW;
- (d) a Milestone Payment applicable to any milestone within an BI SOW and the Total Budget Amount and Contingency applicable to a BI SOW will not be changed except:
 - (i) by agreement of the parties; or
 - (ii) as a result of delays or additional costs incurred by SI due to the Province’s failure to perform its obligations under this Agreement or the BI SOW and in respect of which SI has given notice to the Province in accordance with section 2.20(a); or
 - (iii) subject to SI’s compliance with its business continuity obligations under section 2.16, due to an event of Force Majeure;

and in each such case, the Change to the affected Milestone Payment, Total Budget Amount or Contingency will be implemented through the Change Order Process or, failing agreement, through the Dispute Resolution Process;

- (e) upon achievement of Final Acceptance under a BI SOW, the Province will pay to SI, upon receipt of SI’s invoice and in accordance with section 6.11:
 - (i) the Fees for the Services and Deliverables provided under the BI SOW calculated on a time and materials basis using the TM Rates to the extent not previously invoiced by SI to the Province, including as a result of the application of the maximum amount of any Milestone Payment under subsection 6.3(c), but up to a maximum of the Total Budget Amount and Contingency for that BI SOW, except as provided in subsection 6.3(d) (the “**Final Acceptance Payment**”); and
 - (ii) if the total Fees paid by the Province under a BI SOW are less than the Total Budget Amount, and if the Cumulative Acceptance Test under that BI SOW was

successfully completed on or before the target date specified in the Implementation Approach for that BI SOW (as adjusted by the Change Order Process, including pursuant to subsection 6.3(d)), then the Province will pay any amount expressly contemplated in the BI SOW for such circumstances or apply such amount to acquire Services in the future all as may be set out in the SOW and where not contemplated in a SOW, the Province may, in its discretion, pay to SI an additional amount or agree to acquire additional Services in respect of some or all of the amount by which the total Fees are less than the Total Budget Amount;

- (f) notwithstanding subsections 6.3(a) to 6.3(e), the Fees payable by the Province for preparation of the MS SOW Proposal under subsection 2.8(a) will be included in the Budget, but will not form part of the Total Budget Amount, and will be payable, and may be invoiced by SI, upon the first to occur of the following:
 - (i) the Province accepting the MS SOW Proposal pursuant to subsection 2.8(d) or 2.8(f)(ii);
 - (ii) the Province and SI agreeing upon a Revised MS SOW resulting from the MS SOW Proposal; or
 - (iii) the Province notifying SI of the Province's decision to use an ASI pursuant to subsection 2.8(f)(iii); and
- (g) the Province will have the right to audit ICM Project Books and Records with respect to Build and Implementation Services and Deliverables and the calculation of the Fees payable by the Province therefor in accordance with Article 7.

6.4 Periodic Minimum Payments: The Province and SI may agree upon a Periodic Minimum Payment applicable to a Key Personnel, which will be set out either in Schedule K or a SOW. SI will provide to the Province on a weekly basis, and within seven (7) days after the end of each week, a report listing each Key Personnel for whom a Periodic Minimum Payment is in effect, which will include for each such Key Personnel (other than a Key Personnel who has been temporarily released from the ICM Project in accordance with section 3.9):

- (a) the applicable Periodic Minimum Payment;
- (b) the time period for which the Periodic Minimum Payment is calculated (the “**Calculation Period**”);
- (c) if the Calculation Period ends during the reporting week, the amount, if any, by which the Periodic Minimum Payment exceeds the total Fees paid or payable by the Province for Services performed by the Key Personnel during the Calculation Period (the “**PMP Payment**”); and
- (d) if the Calculation Period does not end during the reporting week:
 - (i) the total Fees paid or payable by the Province for Services performed by the Key Personnel during the portion of the Calculation Period up to and including the reporting week; and

- (ii) a forecast of the PMP Payment, if any, that will be payable by the Province at the end of the Calculation Period if the Key Personnel continues to work at the same level during the remainder of the Calculation Period.

SI will invoice the Province for any PMP Payments payable by the Province under this section 6.4 on a monthly basis. PMP Payments will be separate from, and will not be included in or count against, any Milestone Payment, the Total Budget Amount or the Contingency under section 6.3.

6.5 Fees for Maintenance and Support: SI will invoice the Province for Fees for Maintenance and Support on a monthly basis, in arrears, in an amount equal to the greater of:

- (a) the Fees for Maintenance and Support calculated at the applicable TM Rates set out in the MS SOW; or
- (b) the Monthly MS Fee set out in the MS SOW, and

net of any credits against Fees issued by SI under this Agreement including any SOW hereunder.

SI will use reasonable commercial efforts to minimize the extent to which the Province is required to pay the Monthly MS Fee, including by using SI Personnel assigned to perform Maintenance and Support to also perform other work relating to the ICM Project as described in the MS SOW, and the Fees payable by the Province for such work will be included in the calculation under subsection 6.5(a). If the Province is required to pay the Monthly MS Fee in respect of any three consecutive months or any six months in a 12 month period, the Monthly MS Fee will be automatically reduced by the difference between the aggregate Monthly MS Fees paid or payable by the Province for that three month or 12 month period and the Fees for Maintenance and Support calculated at the applicable TM Rates set out in the MS SOW for that three month or 12 month period, on a going forward basis.

6.6 Fees for Change Management Services and Additional Services: Subject to section 6.7, Fees for Change Management Services and Additional Services will be calculated and paid as follows:

- (a) if the Services are provided under a Change Management Services SOW or an Additional Services SOW in the form attached hereto as Schedule F, then:
 - (i) the Fees for the Services and Deliverables to be provided under such SOW will be calculated on a time and materials basis using the TM Rates and will not exceed in aggregate a fixed amount (the “**Fee Cap**”);
 - (ii) the Fee Cap will be calculated by taking the Total Budget Amount for all Services and Deliverables included in such SOW and adding to it a contingency amount not to exceed 20% of such Total Budget Amount; and
 - (iii) such SOW will include a Budget, which will include the Line Item Budget Amount for each Service and Deliverable included in such SOW, the Total Budget Amount for all Services and Deliverables included in the SOW, the Fee Cap for all Fees under such SOW and complete supporting details relating to the construction of the Budget including a detailed breakdown of effort, contingencies, resource needs, and costs;
- (b) If the Services are provided under a Change Management Services SOW or an Additional Services SOW in the form attached hereto as Schedule G, then:

- (i) the Fees for the Services and Deliverables to be provided under such SOW will be calculated on a time and materials basis using the TM Rates; and
 - (ii) such SOW will include a Budget, which will include the Line Item Budget Amount for each Service and Deliverable included in the SOW, the Total Budget Amount for all Services and Deliverables included in the SOW and complete supporting details relating to the construction of the Budget including a detailed breakdown of effort, contingencies, resource needs, and costs; and
- (c) subject to subsections 6.6(a) and 6.6(b), the provisions of section 6.3 shall apply, *mutatis mutandis*, to the extent applicable, to the Change Management Services and the Additional Services.

6.7 Payment on Acceptance: Unless otherwise agreed in the applicable SOW, the Province will not be obligated to pay any Fees applicable to a Deliverable or for Services that directly relate to the creation, delivery and testing of a Deliverable until that Deliverable has been Accepted.

6.8 Expenses: Except as specified in this section 6.8, Schedule L or as otherwise agreed by the Province and SI, the Province shall not be required to reimburse SI for any expenses incurred by SI in the performance of the Services or its other obligations under this Agreement (“**Expenses**”), and all such Expenses shall be deemed to be included in the Fees. If the Province agrees to separately reimburse SI for any Expense, the Province’s liability to reimburse SI for that Expense shall be limited to the specific or maximum amount approved by the Province. SI will invoice the Province for any such Expenses in accordance with section 6.10 and shall provide the Province with all supporting documentation requested by the Province in respect of any such Expense. All Expenses for travel, accommodation and living for Key Personnel, and all other Expenses that are not included in the Fees and that are approved by the Province for separate reimbursement, will be reimbursed and payable strictly in accordance with the Group II rates set out in the CPPM.

6.9 Pass Through Costs: If pursuant to any SOW SI or an Approved Subcontractor acquires, on its own behalf or on behalf of the Province, any Third Party Intellectual Property that will be incorporated into or used with the ICM System and which will be transferred or supplied to the Province, the amount payable by the Province for the Third Party Intellectual Property will be SI’s or the Approved Subcontractor’s actual out of pocket cost of the Third Party Intellectual Property. SI will not charge to the Province any fee, mark-up or other amount in respect of any Third Party Intellectual Property, other than Fees applicable to the Services and Deliverables.

6.10 Invoices: SI will invoice the Province for all Fees and taxes thereon in the amounts and at the times determined in accordance with section 6.2, 6.3, 6.4 or 6.5 or the applicable SOW. SI’s invoices will be in such format (including if requested by the Province in an electronic format compatible with the Province’s financial and accounting computer systems) and contain such detail as may be reasonably requested by the Province, and each invoice shall include such supporting or explanatory information and documents as may be reasonably requested by the Province. Invoices will be sent to the Province Personnel specified by the Province from time to time. The payment of any invoice 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 6.12.

6.11 Payment: The Province will endeavour to pay Fees and Expenses to SI within thirty (30) days after receipt by the Province of SI’s invoice for such Fees and Expenses, provided that subject to the

terms of this Agreement including section 6.12 below, the Province shall pay Fees and Expenses to SI within sixty (60) days after receipt by the Province of any invoice delivered by SI.

6.12 Disputed Payments:

- (a) The Province may dispute the amount of any Fees and Expenses included in an invoice (a “**Payment Dispute**”) within ninety (90) days after receipt of the invoice from SI, and regardless of whether or not the Province has paid that invoice, by giving to SI within that 90-day period a notice in writing setting out the amount in dispute (the “**Disputed Amount**”) and, in reasonable detail, the reasons for the Payment Dispute. If the Province disputes in writing the amount of any Fees and Expenses included in an invoice prior to payment of that invoice, the Province may withhold the Disputed Amount, and will pay the portion of the invoice not in dispute in accordance with section 6.11. If the Province and SI are not able to agree upon whether the Province is obligated to pay all or a portion of the Disputed Amount within twenty (20) days after the Province has given SI notice of the Payment Dispute, the Payment Dispute will be resolved as set out in subsection 6.12(c). Upon resolution of the Payment Dispute, either by agreement of the parties or pursuant to the Dispute Resolution Process:
 - (i) if the Province has withheld the Disputed Amount, the Province will pay to SI the amount, if any, of the Disputed Amount that is determined to be properly payable by the Province together with interest thereon at the rate set out in section 6.14 calculated from the date when payment of the Disputed Amount was originally due to the date of payment of the amount, if any, of the Disputed Amount determined to be payable, and the Province will retain the balance, if any, of the Disputed Amount; and
 - (ii) if the Province has not withheld the Disputed Amount, SI will pay to the Province the amount, if any, of the Disputed Amount that is determined to not have been properly payable by the Province together with interest thereon at the rate set out in section 6.14 calculated from the date when payment of the Disputed Amount was originally made by the Province to the date of repayment by SI of the amount, if any, of the Disputed Amount determined to be repayable to the Province, and SI will retain the balance, if any, of the Disputed Amount.
- (b) Subject to section 6.12(c) below, Payment Disputes will not affect SI’s obligation to provide the Services under this Agreement and to otherwise perform its obligations under this Agreement. Notwithstanding the foregoing provisions of this section 6.12, if any overpayments by the Province should later be discovered as a result of an audit or investigation under Article 7 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 the ninety (90) day period provided for in this section 6.12(a).
- (c) In the event of a Payment Dispute, the parties will in good faith attempt to resolve the Payment Dispute pursuant to subsections 18.2(a) and (b). If the Payment Dispute is not resolved pursuant to subsections 18.2(a) and (b) within twenty-one (21) days of the date the Province notified SI of a Payment Dispute or such longer period as the parties may mutually agree in writing, the Payment Dispute will be referred to arbitration on the following terms:

- (i) the arbitration must proceed on an expedited basis for resolution of the Payment Dispute within seventy-five (75) days from the date the Province notified SI of a Payment Dispute which expedited basis shall include the following:
 - (A) an arbitrator shall be agreed upon or separate arbitrators appointed within ten (10) days of written notice of commencement of arbitration proceedings by either party (“**Notice of Arbitration**”) and where separate arbitrators are appointed then those arbitrators shall appoint a third arbitrator within fifteen (15) days of Notice of Arbitration;
 - (B) submissions shall be made within forty (40) days of Notice of Arbitration; and
 - (C) the arbitrator(s) shall render a decision within sixty (60) days of Notice of Arbitration; and
 - (D) otherwise the terms set forth in section 18.4 shall apply.
- (ii) if the Payment Dispute has not been resolved within seventy-five (75) days from the date the Province notified SI of a Payment Dispute, and the amount of Fees and Expenses in dispute exceeds \$2,000,000 (the “**Payment Dispute Threshold**”), SI may terminate this Agreement or the SOW under which payment was due upon thirty (30) days written notice of termination unless the Province pays to Deloitte, within ten (10) days of such notice of termination, an amount so that the amount of Fees and Expenses in dispute is under the Payment Dispute Threshold. Payment of any such amount by the Province is without prejudice to any Claims the Province may have in connection with the Payment Dispute.

6.13 Right to Set Off: Any amounts (including credits) owed by SI to the Province under this Agreement, which are not paid when due, but excluding amounts in dispute under the provisions hereof or thereof, may be set-off by the Province against Fees, Expenses and other charges payable by the Province to SI under this Agreement, or may be deducted from any sum due or which at any time may become due to SI under this Agreement

6.14 Interest on Overdue Payments: 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.

6.15 Applicable Taxes: The Province certifies to SI that the Services and Deliverables purchased under this Agreement are for the Province’s use and are being purchased by the Province with Crown funds and are therefore not subject to the Goods and Services Tax. SI will, prior to implementation of the Harmonized Sales Tax, charge, collect and remit to the appropriate governmental authority British Columbia provincial sales taxes to the extent applicable to any portion of the Fees. SI will, after implementation of Harmonized Sales Tax, charge, collect from the Province and remit to the appropriate governmental authorities Harmonized Sales Tax to the extent applicable to any portion of the Fees, and the Province agrees to pay such Harmonized Sales Tax. SI will be responsible for and will arrange to pay all other Taxes relating to the Services or Deliverables including Taxes based on its own capital, net income, employment taxes of its own employees and for taxes on any property it owns.

6.16 **Appropriation:** Notwithstanding any other provision of this Agreement, the payment of money by the Province to SI under this Agreement is subject to:

- (a) there being sufficient monies available in the appropriation, as defined in the *Financial Administration Act* (the “FAA”), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to SI falls due under this Agreement, to make that payment; and
- (b) Treasury Board not having controlled or limited, under the FAA, expenditure under any appropriation referred to in subsection 6.16(a).

6.17 **Withholdings:** If the Province is required by Applicable Law to withhold and remit to Canada Revenue Agency or any other governmental authority any portion of or amount from any Fees or other amounts payable to SI under this Agreement, SI hereby authorizes the Province to withhold such portions or amounts in accordance with the Applicable Law and to remit such portions or amounts to Canada Revenue Agency or such other appropriate governmental authority, and all portions and amounts so withheld and remitted shall be deemed to have been paid by the Province on behalf of SI in full payment and satisfaction of the Province’s obligation under this Agreement to pay the portions or amounts so withheld and remitted.

ARTICLE 7 RECORDS, REPORTS, INSPECTIONS AND AUDITS

7.1 **Books of Account:** SI will establish and maintain accurate books of account and records (including supporting documents) relating to the Services and Deliverables to the reasonable satisfaction of the Province.

7.2 **Information to Province:** SI shall at the times specified herein, and otherwise within 72 hours after receipt of a request from the Province:

- (a) provide to the Province the reports listed in Schedule M and such other reports as may from time to time be added pursuant to the Change Order Process or specified in a SOW; and
- (b) fully inform the Province of the work done and to be done by SI in connection with the Services and Deliverables under this Agreement and, if so requested, submit such information in writing.

7.3 **Inspections and Investigations:** The Province will have the right, either directly or through its representatives, to inspect all or any matters relating to this Agreement, and to perform investigations in respect of any matter of concern to the Province or any matter which the Province otherwise becomes aware of in connection with this Agreement. The Province may exercise its rights under this section 7.3 upon not less than ten (10) Business Days notice to SI, provided that if SI is in breach of this Agreement or the Province reasonably believes SI to be in breach of this Agreement, the Province may exercise its rights under this section 7.3 at any time and without prior notice to SI.

7.4 **Audits:** The Province may appoint an internal or external auditor having qualifications suitable to the subject matter to be audited to conduct an audit of any matter relating to this Agreement, including, without limitation, the following:

- (a) any matter related to the Services including:
 - (i) the privacy and security processes of SI, and the compliance of SI and its Approved Subcontractors with the Privacy Obligations;
 - (ii) SI's general controls, practices, and procedures in connection with the Services;
 - (iii) the completeness and accuracy of reports provided by SI to the Province (including the raw data from which such reports are compiled); and
 - (iv) that the Services are being provided in accordance with the terms of this Agreement, and in accordance with all Applicable Laws, the Province Policies and any applicable requirements of any regulatory body or authority having competent jurisdiction;
- (b) verifying the accuracy of the calculation of all Fees, Expenses and other amounts invoiced to, or paid by, the Province to SI, including the accuracy and completeness of financial information provided by SI to the Province in respect of the calculation of Fees, Expenses and other amounts invoiced to or paid by the Province or set forth in any Budget or Proposal, and the accuracy of any reporting by SI to the Province in connection with the foregoing; and
- (c) operational and other audits requested or otherwise required to be undertaken by the Office of the Comptroller General or the Office of the Auditor General of the Province under the *Financial Administration Act* or any other Applicable Laws regarding any aspect of this Agreement (including, without limitation, an audit of the compliance by SI with the requirements of this Agreement), or any audits that may be required by Cabinet or Treasury Board of the Province.

7.5 Costs: The costs incurred by each party in connection with any inspection, investigation or audit under this Agreement will be dealt with as follows:

- (a) except as set forth in subsection 7.5(b), each of the Province and SI will pay their respective costs and expenses in connection with any investigations and inspections by the Province under section 7.3 and any audit conducted by the Province under section 7.4, including in the case of SI the cost of the time and effort of SI and SI Personnel to comply with the requests and requirements of the inspector, investigator or auditor; and
- (b) where an investigation, inspection or audit reveals a material Deficiency, the reasonable costs of such inspection, investigation or audit, including the costs of the inspector, investigator or auditor retained by the Province, will, at the option of the Province, be paid by SI, either by reimbursement to the Province of such costs previously incurred or paid by the Province or by payment of such costs upon receipt from the Province of an invoice therefor;
- (c) SI will notify the Province upon SI having corrected any material Deficiency identified by an inspection, investigation or audit by the Province, upon which the Province may require that SI undertake, at SI's expense, a further inspection, investigation or audit to confirm that such material Deficiency has been fully addressed and remedied, and provide to the Province a report of the results of such inspection, investigation or audit.

7.6 Conduct of Parties: In connection with any inspection, investigation and audit conducted under this Article 7:

- (a) the Province will cause all inspections, investigations and audits to be performed during SI's normal business hours, and subject to section 7.3 upon reasonable prior notice to SI;
- (b) the Province will, and will require its auditors, investigators, inspectors or representatives to:
 - (i) use reasonable efforts not to hinder or interfere with the performance of the Services by SI, and
 - (ii) comply with all security and other similar policies of SI while at its premises in respect of which SI has provided the Province with reasonable prior notice and which do not unduly hinder or interfere with the conduct of the audit, inspection or investigation; and
 - (iii) ensure that any external auditor, investigator, inspector or representative is not a competitor of SI and is subject to a confidentiality agreement in the form attached as Schedule H; and
- (c) SI will, and will cause SI Personnel to:
 - (i) cooperate with the Province's auditors, investigators, inspectors and representatives in the conduct of any inspections, investigations and audits performed by the Province,
 - (ii) make available, upon request by the Province or its auditors, investigators, inspectors or representatives and on a timely basis, the SI Personnel and any information and ICM Project Books and Records relevant to the investigation, inspection or audit.

7.7 Deficiencies: If an audit, inspection or investigation reveals one or more Deficiencies, SI will, within ten (10) Business Days after receipt of the report of that audit, inspection or investigation, deliver to the Province a plan for correction of the Deficiencies. SI's plan will include sufficient detail to allow the Province to assess the appropriateness of the plan, including a description of the Deficiencies, the specific actions to be taken by SI, and a schedule for completion of those actions. The Province may provide SI with comments on SI's plan to remedy the Deficiencies, and SI will take all such comments received by the Province into consideration. SI will remedy all Deficiencies in accordance with the applicable plan adopted under this section 7.7. Nothing in this section 7.7 will limit any rights or remedies of the Province under any other provision of this Agreement or Applicable Law in respect of any Deficiencies.

7.8 Limitation on Access Rights: Notwithstanding any other provision of this Agreement, the only books, records and other documentation of SI that Province and its auditors shall be entitled to access pursuant to this Article 7 are the ICM Project Books and Records provided, however, that neither the Province nor its auditors shall be entitled pursuant to this Article 7 to access any information of SI in respect of SI's costs relating to the ICM Project.

ARTICLE 8 WARRANTIES

8.1 Services Warranty: Subject to section 8.5, SI represents and warrants to the Province that SI will perform the Services in a good and proficient manner to the same reasonable standards of professional skill and competence generally applicable to generally recognized providers of services of the same type as the Services. SI will have no obligation to the Province for any Claim under this section 8.1 not made within sixty (60) days after the performance of the Services alleged by the Province to have been performed in breach of this warranty, provided that this limitation shall not apply to any Services that must be re-performed by SI as a result of any breach of warranty under section 8.2. If there is a breach by SI of the warranty contained in this section 8.1, SI will re-perform the deficient portion of the Services, free of any additional Fee, charge or cost to the Province and will provide the Province with a credit against Fees to completely offset any Fees payable by the Province under this Agreement in respect of those re-performance Services, such as pursuant to a MS SOW. By way of example, if the SI uses a resource that is paid for by the Province as part of a MS SOW to perform the warranty Services then the Province would receive a credit in respect of the Fees that it has paid to the SI under the MS SOW for the time that the resource has performed such re-performance Services.

8.2 ICM System Warranty: SI represents and warrants that:

- (a) The Final BI Deliverables will for a period of ninety (90) days after the Go-Live Date meet in all material respects the Specifications for the Final BI Deliverables; and
- (b) the Software Deliverables delivered to the Province will be virus checked before delivery to the Province using the latest version of a virus checker.

If there is a breach by SI of the warranty set out in this section 8.2 in respect of any Deliverable, SI will, free of any additional Fee, charge or cost to the Province:

- (c) in the case of a breach under subsection 8.2(a), remedy the breach of warranty so the Final BI Deliverables comply in all material respects with the Specifications for the Final BI Deliverables;
- (d) in the case of a breach under subsection 8.2(b), Modify or replace that Software Deliverable such that the Modified or replacement Software Deliverable complies with the warranty set out in subsections 8.2(b).

The Final BI Deliverables will be warranted for the longer of the remainder of the original warranty period or sixty (60) days from the date SI remedies a breach of subsection 8.2(a) and the Final BI Deliverables are placed into Productive Use.

SI's warranty set forth in section 8.2(a) above is limited to the extent that any Oracle Software, other Commercially Available Software or hardware component of the Final BI Deliverables:

- (e) does not comply with the Specifications as they define functions of such Oracle Software, other Commercially Available Software or hardware component; and
- (f) SI is unable to remedy such non-compliance based upon its utilization of any support for such Oracle Software, other Commercially Available Software or hardware component that either SI has or that the Province or a Province Entity makes available to SI.

8.3 Documentation: The Documentation as initially delivered to the Province under a SOW describes, and any future versions of such Documentation required to be delivered under a SOW will continue to describe, fully and correctly the use and operation of the Deliverables to which such Documentation relates determined at the time of Acceptance of such Deliverable subject to any other Documentation updates or changes otherwise contemplated in a SOW. If there is a breach by SI of the warranty set out in this section 8.3, SI will replace any affected non-conforming Documentation delivered under a SOW with Documentation that complies with the warranty set out in this section 8.3, free of any additional Fee, charge or cost to the Province and will provide the Province with a credit against Fees to completely offset any Fees payable by the Province under this Agreement in respect of those re-performance Services, such as pursuant to a MS SOW.

8.4 Third Party Licensor Warranties: SI does not provide any warranty with respect to the Oracle Software or the Third Party Software. SI will obtain for and assign to the Province the standard warranties provided by the Third Party Licensors with respect to the Third Party Software, provided that if any such warranty is not assignable, SI will hold and enforce such warranty for the benefit of the Province. SI will administer all such warranties for the benefit of the Province and will obtain for the Province warranty service from the applicable Third Party Licensor in respect of any breach of its standard warranty for its Third Party Software.

8.5 Exclusions: SI will be deemed not to be in breach of section 8.1, 8.2 or 8.3, and will not have any liability for any breach of warranty thereunder, if and to the extent that any breach is caused by or attributable to any act or omission of the Province, including:

- (a) the Province's or a Province Entities' negligence;
- (b) Use by the Province or a Province Entity of any Deliverable, including a Software Deliverable, in a manner contrary to the Documentation therefor; and
- (c) Modifications to any Deliverable, including a Software Deliverable, or Documentation made by the Province or a Province Entity without the approval of SI.

8.6 Disclaimer: SI disclaims, to the extent permitted by Law, all warranties and conditions other than those set out herein, including all warranties of merchantability and fitness for a particular purpose. This Agreement sets out the full and total liability and obligation of SI in respect of the ICM System, Deliverables (including the Final BI Deliverables), Documentation and Services.

8.7 No Inducements: SI represents, warrants and covenants that none of its members or employees has given, and nor will they give, any commissions, payments, kickbacks, lavish or excessive entertainment, or other inducements of more than minimal value in any form to any employee or agent of the Province in connection with this Agreement. SI acknowledges that the giving of any such inducements or gifts is strictly in violation of the Province's policy on conflicts of interest, and may result in cancellation of this Agreement and all future contracts between the Parties. SI acknowledges that it has read the Province's policy on conflicts of interest, and it agrees that it will abide by such policy during the Term, as such policy is revised from time to time upon reasonable notice to SI.

ARTICLE 9 REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 General: SI represents and warrants to and covenants with the Province that:

- (a) it is incorporated under the laws of Canada, and is and throughout the Term will remain a corporation duly organized and validly existing, subject to section 15.2;
- (b) it has, and will at all relevant times have, the power and capacity to enter into this Agreement and to grant the License, perform the Services and observe, perform and comply with the terms of this Agreement;
- (c) 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 relief are equitable remedies available only in the discretion of the court;
- (d) all reporting contemplated under this Agreement, supporting documentation for any SOW or any Deliverable hereunder and all other written documentation furnished or submitted by SI to the Province in connection with this Agreement, including the Proposal, are true and correct in all material respects to the best of SI's knowledge (as such knowledge is determined at the time of delivery of such information and based on any written assumptions, qualifications and conditions relevant at the time of delivery of such information) subject to this representation and warranty, as it applies to all such information other than estimates regarding Fees and hours that are reported in invoices regarding the time required to perform Services for a SOW, only surviving for 12 months from delivery of such information;
- (e) it has no knowledge of any untrue or incorrect written representation or assurance, given by it or any SI Personnel to the Province in connection with this Agreement, the RFP or the RFP Proposal (as such knowledge is determined at the time of delivery of such information and based on any written assumptions, qualifications and conditions relevant at the time of delivery of such information) subject to this representation and warranty, as it applies to all such information other than estimates regarding Fees and hours that are reported in invoices regarding the time required to perform Services for a SOW, only surviving for 12 months from delivery of such information;
- (f) 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 fulfill its obligations under this Agreement;
- (g) no Insolvency Event has occurred within the past 10 years (whether or not such Insolvency Event is continuing) with respect to SI or any past or present Affiliate or predecessor of SI, nor is there any basis on which an Insolvency Event might reasonably be expected to occur during the Term with respect to SI or any Affiliate of SI;
- (h) the observance and performance of the terms and conditions of this Agreement do not and will not constitute a breach by it or a default by it under:
 - (i) to SI's knowledge, having made due and diligent inquiry, any Law applicable to or binding upon it,
 - (ii) its Articles, by-laws or other constituting documents, or

- (iii) any contract or agreement to which it is a party;
- (i) it is not is a party to and has 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) it has filed all tax, corporate information and other returns required to be filed by Law and has complied with all workers compensation legislation and other similar legislation to which it may be subject and has paid all taxes, fees and assessments calculated to be due by it under those Laws as of the date of this Agreement;
- (k) it is not in breach of any Law applicable to it or its operations;
- (l) it holds, and will throughout the Term hold and maintain in good standing, all permits, licenses, consents and authorities 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;
- (m) it has, and will have throughout the Term, sufficient trained staff, facilities, materials, appropriate equipment and, subject to section 14.1, Subcontracts with Approved Subcontractors in place and available to enable it to fully perform its obligations under this Agreement;
- (n) it possesses, and will possess throughout the Term, the necessary skills, expertise, and experience to carry out and complete the Services and Deliverables in accordance with the terms of this Agreement;
- (o) all Deliverables will be free and clear of Liens at the time of delivery to the Province; and
- (p) it owns the SI Included Intellectual Property and the Documentation therefor, together with all rights therein, including Intellectual Property Rights, and has and will continue to have all rights, powers and capacity necessary to grant the License to the Province free and clear of any lien, claim, encumbrance or security interest of any kind whatsoever.

9.2 Specific Covenants: SI will:

- (a) pay promptly, as the same become due and payable as a result or consequence of monies paid or payable by the Province to SI pursuant to this Agreement, all taxes and contributions payable pursuant to any or all, as the case may be, of the *Income Tax Act* (Canada), the *Income Tax Act*, the Canada Pension Plan (Canada) and any other statutory assessment, premium or contribution;
- (b) upon submission of appropriate documentation by the Province to SI, make application for, obtain and remit to the Province any applicable refund or remission of federal and provincial taxes, duties or impost available with respect to any articles, materials or equipment supplied or used in connection with this Agreement;
- (c) comply with all Laws applicable to it in the performance of its obligations under this Agreement;

- (d) ensure that all persons employed by it or its Approved Subcontractors in connection with the provision of the Services and Deliverables are competent to perform, deliver and complete them, adequately trained, fully instructed and supervised;
- (e) ensure that the Province has all licenses required to use any SI Intellectual Property and Third Party Intellectual Property that may be supplied by SI to the Province or incorporated, embedded or otherwise included in any Deliverable pursuant to this Agreement; and
- (f) ensure that SI has in place all necessary arrangements and licenses with third parties to ensure SI can fully perform its obligations under this Agreement.

9.3 Reliance by the Province: All representations and warranties made or provided by SI 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.

9.4 Province Representations and Warranties: The Province represents and warrants to and covenants with SI that:

- (a) the Province has the power and capacity to enter into this Agreement, and has and at all relevant times will have the power and capacity to observe, perform and comply with the terms of this Agreement;
- (b) the Province has duly authorized this Agreement by all necessary action and has legally and properly executed this Agreement, and this Agreement constitutes a valid, subsisting and legally binding obligation upon the Province 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 relief are equitable remedies available only in the discretion of the court, and subject to the *Crown Proceeding Act*; and
- (c) the entering into and performance of this Agreement and the agreements and other instruments contemplated herein will not violate, contravene, breach or offend any Laws by which the Province may be bound.

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

ARTICLE 10 INTELLECTUAL PROPERTY

10.1 Province Owned Intellectual Property: The Province shall be and remain the sole and exclusive owner of all right, title and interest in and to:

- (a) the Province Owned Intellectual Property;
- (b) the New Intellectual Property; and

- (c) all Modifications to the Province Owned Intellectual Property and New Intellectual Property;

whether made by or on behalf of the Province or SI alone, jointly with each other or with any other person, including any Province employees, contractors, and employees of Province contractors and any SI Affiliates and SI Personnel. For clarification, the parties acknowledge and agree that reference to “SI Affiliates” in this Article 10 includes the employees of such SI Affiliates. To the extent that New Intellectual Property includes any Commercially Available Software or any part of the Oracle Software the parties acknowledge that any conveyance by SI to the Province of any interest hereunder shall only be to the extent of SI’s rights in such Intellectual Property.

10.2 SI Owned Intellectual Property: SI shall be and remain the sole and exclusive owner of all right, title and interest in and to:

- (a) the SI Owned Intellectual Property; and
- (b) subject to section 10.11, all Modifications to the SI Owned Intellectual Property whether made by or on behalf of the Province or SI alone, jointly with each other or with any other person, including any Province Personnel, Province contractors and SI Personnel which includes, for greater certainty, any documented improvements to SI project methodologies made pursuant to or in respect of this Agreement, whether by the Province or SI alone, jointly with each other or with any other person.

10.3 Licensed Intellectual Property: Subject to the rights of the owner of any Third Party Intellectual Property, as between the Province and SI:

- (a) the Province shall be and remain the sole and exclusive owner of all Modifications to Province Licensed Intellectual Property made by or on behalf of the Province or SI pursuant to this Agreement, whether made by the Province or SI alone, jointly with each other or with any other person, including any Province Personnel, Province contractors and SI Personnel; and
- (b) SI shall be and remain the sole and exclusive owner of all Modifications to SI Licensed Intellectual Property made by or on behalf of the Province or SI pursuant to this Agreement, whether made by the Province or SI alone, jointly with each other or with any other person, including any Province Personnel, Province contractors and SI Personnel.

10.4 Assignment Re: Intellectual Property: If, notwithstanding sections 10.1, 10.2 and 10.3, either party (the “**Assigning Party**”) retains, acquires or owns any right, title or interest, including any Intellectual Property Rights, in or to anything that is to be owned by the other party (the “**Assignee Party**”) pursuant to section 10.1, 10.2 or 10.3 (the “**Assigned Intellectual Property**”), then the Assigning Party shall assign, and for no further consideration and without any further act or formality does hereby irrevocably assign, to the Assignee Party all of the Assigning Party’s worldwide right, title and interest in and to the Assigned Intellectual Property, including all Intellectual Property Rights therein, free and clear of all Liens, but subject to any licenses granted by the Assignee Party to the Assigning Party pursuant to this Agreement. If and to the extent that the assignment pursuant to this section 10.4 is not effective on the date hereof or on any future date, either generally or pursuant to the laws of any jurisdiction, then any and all right, title and interest, including Intellectual Property Rights, in and to the Assigned Intellectual Property that is retained, acquired or owned by the Assigning Party (collectively, the “**Trust Rights**”), shall be held by the Assigning Party in trust for the exclusive benefit and use of the

Assignee Party, except for any licenses granted by the Assignee Party to the Assigning Party pursuant to this Agreement, and the Assigning Party shall execute and deliver to the Assignee Party such transfers, assignments, documents and instruments as may be necessary to transfer and assign to the Assignee Party the Trust Rights, free and clear of all Liens, promptly upon receipt thereof from the Assignee Party, and shall otherwise cooperate with the Assignee Party to give effect to, record and register the Assignee Party's ownership of the Trust Rights.

10.5 SI Personnel and Approved Subcontractors: SI shall ensure that:

- (a) all SI Employees and Approved Subcontractors shall by duly executed written agreement or by operation of law, irrevocably and unconditionally sell, assign and transfer to SI all right, title and interest, including all Intellectual Property Rights, that they may have in or to any or all Province Owned Intellectual Property, Province Licensed Intellectual Property, New Intellectual Property and all Province Modifications, such that the assignment by SI pursuant to sections 10.1, 10.2 and 10.4 includes all right, title and interest, including all Intellectual Property Rights, of the SI Employees and Approved Subcontractors; and
- (b) all SI Personnel shall by duly executed written agreement, irrevocably waive all non-transferable rights, including moral rights, that they have or may have in any Province Owned Intellectual Property, Province Licensed Intellectual Property, New Intellectual Property and any Province Modifications in favour of SI, the Province and their respective successors and assigns.

10.6 Province Personnel and Contractors:

- (a) The Province shall do such things as necessary to ensure that the Province acquires from any Province employees and contractors such right, title and interest, including Intellectual Property Rights, as may be necessary for the Province to assign to SI all right, title and interest, including all Intellectual Property Rights, in and to the SI Owned Intellectual Property, SI Licensed Intellectual Property and the SI Modifications in accordance with sections 10.2, 10.3 and 10.4.
- (b) If requested by SI, the Province shall use reasonable efforts to obtain from any Province contractors and employees of Province contractors written waivers of moral rights in respect of any Intellectual Property created or contributed to by such Province contractors and employees of Province contractors pursuant to this Agreement and which form part of the SI Owned Intellectual Property, SI Licensed Intellectual Property or SI Modifications.

10.7 SI's Use of Province Included Intellectual Property for Services: Subject to this Agreement, SI shall have the non-exclusive right during the Term, without cost or charge but subject to any third party rights as notified by the Province to SI, to Use and to permit SI Personnel to Use the Province Included Intellectual Property and to create and Use Modifications thereto solely for the purpose of providing the Services pursuant to, and in accordance with, the terms of this Agreement. The foregoing does not give SI the right, and SI is not authorized, to permit or authorize any other person to Use any Province Owned Intellectual Property, Province Licensed Intellectual Property, New Intellectual Property or any Province Modifications, other than SI Affiliates and SI Personnel who require the same for purposes of, and in connection with, the delivery of the Services to the Province and who have agreed with SI to be bound by the terms and conditions of this Article 10 with respect to the ownership and permitted uses of the Province Owned Intellectual Property, the Province Licensed Intellectual Property,

New Intellectual Property and the Province Modifications and the provisions of Article 13 with respect to the Province's Confidential Information.

10.8 SI License to Province: SI hereby grants to the Province the non-exclusive license to Use the SI Included Intellectual Property, which license shall:

- (a) include the right of the Province to Use the SI Included Intellectual Property for the purposes of performing the Province's obligations under this Agreement;
- (b) include the right of the Province and Province Entities to Use the SI Included Intellectual Property on an enterprise basis within all Province Entities and without restriction or limitation as to users (whether by number, identity or otherwise), location, authorized system or otherwise;
- (c) upon payment by the Province of the Fees applicable to any Service or Deliverable, be fully paid-up and royalty free as to any SI Included Intellectual Property incorporated in or necessary for the use and enjoyment by the Province of such Service or Deliverable;
- (d) subject only to section 16.8, be perpetual and irrevocable;
- (e) include the right of the Province and Province Entities to Use the SI Software in production, training, development and testing environments;
- (f) include the right of the Province and Province Entities, through any Province Personnel, to make Modifications to the SI Included Intellectual Property subject to section 10.11;
- (g) be assignable by the Province in accordance with section 15.1;
- (h) include the right of the Province and Province Entities to make additional copies of the SI Included Intellectual Property for the Use of the Province and Province Entities, provided that all copies shall form part of the SI Included Intellectual Property and shall be marked with any copyright or similar notices placed by SI on the original SI Included Intellectual Property or any media on which it is delivered;
- (i) include the right of the Province and Province Entities to permit Use of the SI Included Intellectual Property by any contractor performing services for the Province and Province Entities provided that such contractor is bound by obligations to only Use such SI Included Intellectual Property in connection with providing services for the Province and Province Entities and is bound by confidentiality obligations regarding the SI Included Intellectual Property in substance the same as the Province's confidentiality obligations hereunder;
- (j) include the right of the Province and Province Entities to permit Use of the SI Included Intellectual Property by any third party to whom the Province or any Province Entity outsources its information system requirements, in whole or in part provided that such third party is bound by obligations to only Use such SI Included Intellectual Property in connection with providing services for the Province and Province Entities and is bound by confidentiality obligations regarding the SI Included Intellectual Property in substance the same as the Province's confidentiality obligations hereunder; and
- (k) include the right of the Province to:

- (i) make copies of any Source Code delivered to the Province under section 10.9, provided, however, that the Province will make only those copies of such Source Code that is for commercial off the shelf SI Software as the Province reasonably requires to Use such commercial off the shelf SI Software in accordance with the License;
- (ii) make Modifications to any Source Code delivered to the Province under section 10.9;
- (iii) recompile versions of the SI Software from any Source Code delivered to the Province under section 10.9, which recompiled versions shall be deemed to form part of the SI Software and be subject to the terms hereof; and
- (iv) reveal any Source Code delivered to the Province under section 10.9, or any part thereof, only to agents, employees or independent contractors of the Province as reasonably required for the purposes set out in subsections 10.8(k)(i) to 10.8(k)(iii).

Unless otherwise agreed by the Province in writing, all SI Software will be licensed in accordance with this section 10.8, and any form of software license agreement used or provided by SI in association with the SI Software will be of no force or effect and will not be binding on the Province or any Province Personnel, even if by its terms such software license agreement states is stated to be accepted by the installation or use of the SI Software, and regardless of any acceptance of such software license agreement that is required in order to install or use the SI Software.

10.9 Source Code: If a Deliverable includes SI Software, SI will deliver to the Province the Source Code for that SI Software upon the achievement of the specific milestone triggering the requirement of SI to deliver the associated Deliverable. SI shall further promptly deliver any updates to such Source Code made as part of any modifications or enhancements contemplated under this Agreement including pursuant to Article 8 or any MS SOW.

10.10 Third Party Intellectual Property: SI will not incorporate, embed or otherwise include any Third Party Intellectual Property (including any open source software) in the ICM System, any Province Intellectual Property (including any Modification thereto) or any Deliverable (including as part of any SI Included Intellectual Property), unless:

- (a) SI has licensed such Third Party Intellectual Property from the Third Party Licensor thereof on terms that permit SI to grant to the Province, by way of sublicense, the right to Use that Third Party Intellectual Property in accordance with the License as set out in section 10.8, and SI has provided the Province with such proof as the Province may require to confirm SI's right to do so, in which case that Third Party Intellectual Property will be included in the SI Included Intellectual Property and licensed to the Province hereunder; or
- (b) SI has obtained for the Province a license to use such Third Party Intellectual Property on terms and conditions acceptable to the Province, in its discretion, and such license has been assigned to the Province with the consent of the Third Party Licensor of such Third Party Intellectual Property or has been entered into by the Province and that Third Party Licensor.

If SI incorporates, embeds or incorporates any Third Party Intellectual Property in the ICM System, any Province Intellectual Property or any Deliverable other than in compliance with this section 10.10, then in addition to any other rights and remedies the Province may have against SI, SI will at its sole expense, take all necessary steps to comply with this section 10.10 or, if SI is unable to do so, to remove such Third Party Intellectual Property and replace it with SI Owned Intellectual Property that provides the same functionality and performance as such Third Party Intellectual Property and which will operate within the ICM System without any degradation thereof or adverse effect thereon, and which will be subject to Acceptance Tests in accordance with Article 5, and upon Acceptance will be included in the SI Included Intellectual Property for the purposes of the License.

10.11 Province Modifications to SI Included Intellectual Property: The Province shall own all right, title and interest, including Intellectual Property Rights, in and to all Modifications to the SI Included Intellectual Property made by or on behalf of the Province and its contractors, subcontractors, agents and representatives subsequent to the Go-Live Date of the ICM System, and the provisions of section 10.4 shall apply, *mutatis mutandis*, in respect of the Province's ownership thereof. This section 10.11 shall not apply to:

- (a) any Modifications to the SI Included Intellectual Property made by or on behalf of SI or any SI Affiliate pursuant to any separate agreement between the Province and SI or that SI Affiliate, unless the ownership of any such Modifications is determined in accordance with the terms of that separate agreement; and
- (b) any documented improvements to SI project methodologies made pursuant to or in respect of this Agreement, whether by the Province or SI alone, jointly with each other or with any other person, which shall be owned by SI pursuant to section 10.2 above.

10.12 Reservation of Rights: Except as expressly set out herein, neither the Province in respect of the Province Intellectual Property nor SI in respect of the SI Intellectual Property grants to the other party any rights other than as expressly set out in this Agreement.

10.13 Marking: Each party agrees to reproduce the other party's copyright notices and other legends of ownership on the original and any copies of the other party's Intellectual Property received or made pursuant to this Agreement.

10.14 Residuals: Notwithstanding any other provision of this Agreement to the contrary, the Province has agreed that SI and the SI Personnel shall be free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of any Services performed hereunder, provided that:

- (a) SI will, and will require the SI Personnel to, not disclose or use the Province's Confidential Information except as expressly permitted pursuant to the terms of this Agreement; and
- (b) nothing in this section 10.14 shall be deemed to grant to SI or any SI Personnel any right or license in respect of any Province Intellectual Property.

The Province understands and agrees that SI and its Approved Subcontractors may perform similar services for third parties using the same personnel that SI or its Approved Subcontractors may utilize for rendering the Services, subject to the terms of Article 13, Schedule N and section 23.2.

**ARTICLE 11
INDEMNITY AND LIABILITY**

11.1 SI's Indemnity: SI will defend the Province Indemnified Parties against all Claims made against the Province Indemnified Parties, and will save harmless and indemnify the Province Indemnified Parties from and against Losses incurred, suffered or sustained by any Province Indemnified Party, at any time or times (whether before or after the termination of this Agreement), where the same or any of them are caused by or result from, relate to or arise in connection with:

- (a) the following:
 - (i) any breach of or default under any agreement (other than this Agreement), license, permit or other obligation to which SI is a party or by which SI is bound which relates to the Services or the Deliverables;
 - (ii) the failure by SI to pay any Taxes that are the responsibility of SI to pay;
 - (iii) SI's wilful misconduct or malfeasance;
 - (iv) the death of or bodily injury to any person resulting from SI's negligence, wilful misconduct or malfeasance;
 - (v) loss of or damage to tangible property of any person resulting from SI's negligence, wilful misconduct or malfeasance; and
 - (vi) any Claim, proceeding or action taken or initiated by SI in breach of section 18.1; and
- (b) any actual or alleged infringement by the Services or Deliverables of the Intellectual Property Rights of a third party (an "**Infringement Claim**"), excluding any Infringement Claim if, but only to the extent that, such Infringement Claim is solely caused by or directly results from:
 - (i) the use by SI in the performance of any Services or the incorporation by SI in any Deliverable of:
 - (A) any Province Intellectual Property, any of the Province's Confidential Information or any Oracle Software;
 - (B) any Third Party Intellectual Property provided to SI by the Province or third parties engaged by the Province; or
 - (C) any Third Party Intellectual Property provided by SI in compliance with section 10.10;
 - (ii) a Modification made by or on behalf of the Province (other than by or on behalf of SI) to any Deliverable;
 - (iii) unauthorized Use of the Services or Deliverables by the Province Indemnified Parties in a manner not permitted by this Agreement if such claim would not have arisen but for such unauthorized Use of the Services and Deliverables; or

- (iv) Use of the Services and Deliverables by the Province Indemnified Parties in combination with any products, systems, software, information and others contrary to the terms of this Agreement.

and in the case of subsections 11.1(a) to 11.1(b) excluding Claims and Losses arising out of the independent acts of any Province Indemnified Party. For the purposes of subsections 11.1(a) and 11.1(b), all references to SI include SI and anyone for whom SI is responsible in law or under this Agreement, including the SI Personnel.

11.2 Limitation:

- (a) Subject to subsection 11.2(c) and section 11.3, SI's, SI Personnel's and SI Affiliates' liability to Province Indemnified Parties for any Claims or Losses related to this Agreement, the Services and Deliverables will not, in the aggregate, exceed an amount equal to the aggregate Fees paid by the Province to SI during the 24 month period immediately preceding the incident giving rise to the Claim or Loss. Notwithstanding the preceding sentence but subject to subsection 11.2(c) and section 11.3, if 12 months have not elapsed in the Term, SI's, SI Personnel's and SI Affiliates' liability to Province Indemnified Parties for any Claims or Losses related to this Agreement, the Services and Deliverables will not, in the aggregate, exceed an amount equal to the aggregate of the average monthly fees paid by the Province under this Agreement during the portion of the Term that has elapsed, multiplied by 12.
- (b) This section 11.2 will apply irrespective of the nature of the Claim or cause of the Loss, including but not limited to, breach of contract, negligence, tort or any other legal theory.
- (c) In no event shall SI, SI Personnel, SI Affiliates and Approved Subcontractors be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses (including, without limitation, lost profits, lost data, lost opportunity costs and failure to realize expected savings) nor shall SI, SI Personnel, SI Affiliates and Approved Subcontractors be liable for any Claims, Losses or other demands by any third party other than in respect of the portions of section 11.1 that are listed in subsection 11.3(a)(i) below.
- (d) Without limiting any other exclusion otherwise set forth under this Agreement, section 11.2(c) shall not limit quantifiable Losses that a Province Indemnified Party can otherwise claim under or in respect of this Agreement, the Services or the Deliverables as follows:
 - (i) notwithstanding anything in the Agreement, SI shall be required to use reasonable efforts, at its own cost and without charge to the Province, to rebuild or otherwise recreate lost data to the last available back-up that has been lost due to the negligence of SI Personnel subject to the exclusion from section 11.2(c) set out in this section 11.2(d) only applying to the extent the Province Indemnified Parties have backed up such data on a regular basis consistent with industry practice, the Province's Policies and any back-up procedures set out in a SOW; and
 - (ii) direct out-of-pocket costs of the Province to retain third parties, internal staff costs, including overtime, related to Province Personnel associated with generating payments facilitated by the ICM System where such payments have

been made or there was a failure to make such payments as a result of the ICM System operating in a manner that is materially inconsistent with the Specifications subject to such exclusion from section 11.2(c) only applying for a period of ninety (90) days after the Go-Live Date for the applicable Final BI Deliverables.

11.3 Exceptions to Limitation: The limitation set out in section 11.2 will not apply to:

- (a) any Claim against or Losses suffered or incurred by a Province Indemnified Party:
 - (i) in respect of which SI is obligated to defend, indemnify and save harmless the Province Indemnified Parties under subsections 11.1(a)(ii), (iii), (iv), (v) and (vi) or 11.1(b);
 - (ii) caused by or that result from, relate to or arise in connection with a breach of provisions of this Agreement relating to confidentiality, security or privacy; or
 - (iii) caused by or that result from, relate to or arise in connection with any gross negligence. For the purposes of this section 11.3(a)(iii), "gross negligence" shall mean: any act performed in connection with providing Services and Deliverables that is a substantially marked and material departure from the standard of care normally applicable to the provision of such Services and Deliverables under the circumstances in which such Services and Deliverables are provided and intended to inflict, or which is in reckless disregard of, or wanton indifference to harmful consequences which SI knew or should have known could result from such act; provided however that "gross negligence" does not include mere ordinary negligence, any ordinary breach of section 8.1, any error of judgment or mistake made by SI, SI Personnel, SI Affiliates and Approved Subcontractors in good faith in connection with providing Services and Deliverables for the purposes of this Agreement and is more than just mere neglect of ordinary care towards others or just inadvertence.

11.4 Third Party Claims and Losses Process: Subject to any restrictions or other limitations contained in the *Crown Proceeding Act*, or other Applicable Laws:

- (a) if the Province intends to seek indemnification under this Agreement from SI in respect of any Claim made against a Province Indemnified Party by a person other than a Province Entity, SI or any SI Affiliate and any Losses incurred by a Province Indemnified Party to a person other than a Province Entity, SI or any SI Affiliate (collectively, "**Third Party Claims and Losses**" and individually, a "**Third Party Claim or Loss**") then the Province will promptly give SI written notice of such claim for indemnification, such notice to be given as soon as practicable following the commencement of any Claim by a third party; provided, however, that the failure of the Province to give SI such prompt notice will not relieve SI of its obligations under this Agreement, except to the extent that such failure results in a material prejudice to SI's defence to such Claims;
- (b) if SI receives a notice from the Province pursuant to subsection 11.4(a), then the Province will cooperate with SI and, where appropriate and in the discretion of the Province and subject to subsection 11.4(e), will allow SI to control the defence of the Claim and any related settlement, at SI's sole cost and expense, it being acknowledged and agreed that

where the Province determines that it is not so appropriate, then the Province will control the defence of the Claim and any related settlement provided, however, that if the defendants in any such action include both the Province and SI, and the Province reasonably concludes that there may be legal defences available to it which are different from or additional to those available to SI, then the Province will have the right to select separate counsel, the cost of which will be at the Province's expense (without reimbursement by SI under an indemnity or otherwise) to assert such legal defences or to otherwise participate in the defence of such action on behalf of the Province;

- (c) with respect to any Infringement Claim, if the Province controls the defence and settlement of the Infringement Claim and SI desires or requires, the Province will consent to an application by SI, as required, to allow SI to separately present its defence to such Infringement Claim (with its separate counsel and at the expense of SI without reimbursement by the Province under an indemnity or otherwise);
- (d) if the Province is entitled to indemnification under this Agreement in respect of a Third Party Claim or Loss, and if SI fails or chooses not to assume the defence of any Claim in respect thereof, or fails to proceed, then the Province may, at the expense of SI, contest (or, with or without the prior consent of SI, settle) such Third Party Claim or Loss, provided that the Province will not otherwise settle any Third Party Claim or Loss with respect to which it has sought or intends to seek indemnification pursuant to this Agreement without the prior written consent of SI, which consent will not be unreasonably withheld or delayed; and
- (e) SI will not settle any Third Party Claim or Loss in respect of which SI may be liable to defend, indemnify and save harmless the Province Indemnified Parties without the Province's prior written consent, not to be unreasonably withheld (acknowledging that pursuant to the *Attorney General Act* the Province is not required to provide such consent, and will not be required to do so pursuant to this provision), provided that if SI has reached a *bona fide* full and final settlement in respect of all Claims and Losses involving the Province and the third parties with whom such settlement is reached, and if the Province does not consent to that settlement, the dollar amount specified in the settlement will act as an absolute maximum limit on the indemnification obligation of SI in respect of all Claims and Losses that are the subject of that settlement.

ARTICLE 12 INSURANCE

12.1 **SI Insurance:** SI will, without limiting its obligations or liabilities herein and at its own expense, for so long as it is performing Services, purchase and maintain the following insurances with insurers authorized to do business in Canada:

- (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 including the Province as an additional insured and a cross liability clause; and
- (b) Professional or Errors and Omissions Liability in an amount not less than \$5,000,000.00 per claim insuring SI's liability resulting from errors and omissions in the performance of the Services and provision of the Deliverables.

12.2 Insurance Requirements: All the insurance described in section 12.1 will be primary and not require the sharing of any loss by any insurer of the Province. SI will not cancel any of the required insurance policies without thirty (30) days prior written notice to the Province, and consent of the Province where a cancelled insurance policy is not replaced with a replacement insurance policy of the same kind and type, and in an equal or greater amount. Each insurance policy will be endorsed to provide the Province with thirty (30) days prior written notice of cancellation.

12.3 Evidence of Insurance: SI will provide the Province with evidence of all required insurance described in section 12.1 prior to commencement of the Services, annually within ten (10) Business Days after renewal of the insurance policies, and from time to time as requested by the Province, in the form of a completed Province of British Columbia Certificate of Insurance. When requested by the Province, SI will provide to the Province certified copies of all required insurance policies.

12.4 Adequacy of Insurance: SI acknowledges that any requirement or advice by the Province as to the amount of coverage under any policy of insurance does not, and will not be deemed to, constitute a representation by the Province that the amount required under such insurance is adequate, and SI acknowledges and agrees that it is solely responsible for obtaining and maintaining its own policies of insurance in such amounts as SI will determine to be appropriate and adequate, subject to the minimum requirements set out on section 12.1.

12.5 Workers' Compensation: SI and any Approved Subcontractor must be registered as required by any workers' compensation or occupational health and safety authority or agency that has jurisdiction over any of SI and the SI Personnel in connection with the performance of the Services. SI will be responsible for determining if it and its Approved Subcontractors are required to register with WorkSafeBC pursuant to the *Workers Compensation Act* and if required, must register and pay any required premiums in respect of all SI Employees and External Personnel. SI will defend, indemnify and hold harmless the Province from and against any and all Claims made and Losses suffered by any SI Employees or External Personnel in connection with the performance of the Services or this Agreement.

ARTICLE 13 CONFIDENTIALITY AND PRIVACY

13.1 Confidentiality: The Receiving Party will maintain the Confidential Information in confidence and will not use that information or disclose that information to any person, except for disclosure by the Province to the Province Personnel or by SI to SI Personnel to the extent necessary for the performance and enforcement of this Agreement, or with the prior written consent of the Disclosing Party, or in accordance with any other provision of this Article 13, provided that any more restrictive provision of this Agreement with respect to the use and disclosure of Personal Information shall take precedence over this section 13.1. The Province agrees that it will inform all the Province Personnel having access to SI's Confidential Information, and SI agrees that it will inform all SI Personnel having access to the Province's Confidential Information, of the confidential nature of the Confidential Information and will ensure that those persons maintain the confidentiality and restrict the use of the Confidential Information in accordance with the terms of this Agreement.

13.2 Additional Disclosure and Use by the Province: In addition to the permitted uses and disclosures pursuant to section 13.1, the Province may disclose SI's Confidential Information:

- (a) to third parties who are not competitors of SI for purposes of conducting an audit or investigation pursuant to Article 7 or section 13.15 or section 19 of Schedule O;

- (b) to qualified consultants or professionals who are not competitors of SI for purposes of obtaining advice from such parties in respect of any technical specifications or other similar forms of specialized knowledge; and
- (c) for purposes of engaging an ASI to perform any Services or provide any Deliverables in accordance with sections 2.11 and 2.18 or upon termination of a SOW or this Agreement pursuant to Article 16, or for purposes of undertaking any procurement or related process in connection with the ICM Project, provided that:
 - (i) such disclosure does not include any of SI's costing or other internal financial information; and
 - (ii) such disclosure will be restricted to SI's Confidential Information necessary to enable such parties to participate in such procurement or related process.

provided that in each case any third parties to whom such disclosure is made first execute and deliver to the Province a non-disclosure agreement with terms consistent with the confidentiality terms of this Agreement and the Province provides such executed non-disclosure agreement to SI.

13.3 Return of Confidential Information: Subject to section 13.4, upon termination of this Agreement pursuant to section 16.5, 16.6, 16.7, or 16.10, or otherwise upon demand of the Disclosing Party, the Receiving Party will deliver to the Disclosing Party all copies, whether written, in the form of computer data or otherwise, of the Confidential Information and all documents and materials prepared by or for the Receiving Party which include or refer to Confidential Information and the Receiving Party will delete all Confidential Information from any computer system, retrieval system or database of the Receiving Party. The Receiving Party will cause all third parties to whom it has provided any Confidential Information to comply with this section 13.3 and, if requested by the Disclosing Party, the Receiving Party will provide to the Disclosing Party a certificate of a senior officer of the Receiving Party confirming that the Receiving Party and those third parties have complied with the provisions of this section 13.3.

13.4 Retained Confidential Information: Notwithstanding section 13.3:

- (a) after Acceptance of any Deliverable or receipt of any Work in Progress under section 16.11, the Province shall be entitled to retain and Use any Deliverable or Work in Progress notwithstanding that it contains any Confidential Information of SI, provided that with respect to SI Included Intellectual Property this subsection 13.4(a) will apply only so long as the license of such SI Included Intellectual Property to the Province remains in effect and has not been terminated in accordance with section 16.8;
- (b) the Province shall be entitled to retain and use Confidential Information of SI that is provided to the Province or any Province Personnel under section 2.18, provided that the Province complies with this Article 13 in respect of the use and disclosure of such Confidential Information;
- (c) if the Province requires SI to return any Confidential Information that is required by SI in the performance of the Services, SI shall be released from its obligation to perform those Services to the extent its ability to do so is affected by the return of that Confidential Information; and

- (d) SI shall be entitled to keep on the terms set out in this Article 13 and for the purposes of its applicable professional requirements, copies of Deliverables, Documentation and related information, other than any Personal Information or information that the Province is legally obligated to seek the return of, to support its work as required by applicable professional standards.

13.5 Disclosure Required by Law: Subject to sections 13.7 and 13.8, the Receiving Party will not be in breach of this Agreement as a result of any disclosure of Confidential Information required by Law (including pursuant to the FOI Legislation) or judicial or administrative process, provided that the Receiving Party provides the Disclosing Party with as much notice as is reasonably possible in the circumstances prior to disclosing any Confidential Information and cooperates with the Disclosing Party in any application, proceedings or other action undertaken by the Disclosing Party to obtain a protective order or other means of protecting the confidentiality of the Confidential Information required to be disclosed.

13.6 Disclosure to Professional Advisors. Subject to section 13.7, the Receiving Party may disclose Confidential Information to its legal, audit, accounting and other professional advisors to the extent necessary for the Receiving Party to enforce its rights and perform its obligations under this Agreement, provided that any legal, audit, accounting or other professional advisor to whom a Receiving Party discloses Confidential Information is advised of the confidentiality of the Confidential Information and is under an obligation to maintain its confidentiality and use it only for the purposes of providing advice to the Receiving Party.

13.7 Privacy and Security Obligations: SI shall at all times comply, and shall ensure that SI Employees at all time comply, and shall include in every Subcontract an obligation of its Approved Subcontractors to at all times comply and ensure that their External Personnel at all times comply, with sections 13.8 to 13.15, Schedule N and Schedule O. If any information is both Confidential Information and Personal Information, the use and disclosure of that information shall be subject to the most restrictive requirements of this Agreement or Law. For greater clarity, if any provision of this Agreement or Law applicable to Confidential Information would permit a particular use or disclosure of any information, and if that information is also Personal Information and the provisions of this Agreement or Law applicable to Personal Information would not permit that use or disclosure, SI, the SI Employees, the Approved Subcontractors and the External Personnel will use and disclose that information strictly in accordance with the provisions of this Agreement and Law applicable to Personal Information. As between the Province and SI, all Personal Information is and shall at all times remain the exclusive property of the Province.

13.8 Patriot Act: SI 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 hereof. Immediately upon receipt of any order, directive, ruling, requirement, judgment, injunction, award, decree, decision, demand or other requirement issued pursuant to the Patriot Act, or any direction or request from any SI Affiliate in respect of the same, for disclosure of Personal Information under the Patriot Act, SI shall comply with the provisions of the FOI Legislation and shall at all times act in accordance with the terms and conditions of this Agreement. The provisions of this section 13.8 represent a lawful restriction on SI, being a person governed by the laws of British Columbia. Subject to section 13.10, SI shall flow through the requirements of this section 13.8 to any Approved Subcontractors, to apply to the Approved Subcontractors, *mutatis mutandis*.

13.9 Canadian Entities: For so long as SI is performing Services, SI shall remain, and subject to section 13.10 shall by Subcontract require that all Approved Subcontractors remain so long as they are performing Services, corporations, partnerships, limited partnerships, or other similar entities that are

incorporated or created under the laws of Canada or any province of Canada with boards of directors that are each comprised of a majority of directors who are Canadian citizens resident in Canada (each a “**Canadian Entity**”). SI shall immediately notify the Province if SI or any Approved Subcontractor ceases to be a Canadian Entity. Notwithstanding the foregoing, this section 13.9 shall not apply to SI US provided that SI and SI US comply with section 13.11.

13.10 No Access by Foreign Subcontractor: SI will ensure that no Approved Subcontractor who cannot comply with sections 13.8 and 13.9 has any access to or custody or use of any Personal Information unless in each case such access, custody or use has been authorized in advance by the Province.

13.11 SI Personnel and External Personnel having access to Personal Information: Any External Personnel of SI US who will be providing any Services involving access to Personal Information will:

- (a) be seconded to SI during all times such personnel provides such services and the secondment agreement in respect of any such personnel shall include a provision requiring such External Personnel to take direction from SI in respect of the handling of Personal Information of the Province and be in a form approved by the Province; and
- (b) shall at all times where they have or may reasonably have access to Personal Information shall be actively monitored by a Canadian citizen resident in Canada who has been specifically trained in the privacy and security obligations under this Agreement.

Subject to Applicable Laws, no SI Employees who are United States residents or United States citizens shall have any access to Personal Information at any time unless expressly approved by the Province in advance and in writing. SI shall not utilize any such SI Employees or seconded External Personnel for the purposes of accessing Personal Information unless authorized hereunder and absolutely required.

13.12 Service Locations: The addresses at which any Personal Information will be accessed, used, stored, transmitted or otherwise made available by SI or its Approved Subcontractors (collectively, the “**Service Locations**”), are set forth in the attached Schedule Q. SI will not store any Personal Information except in those Service Locations set forth in Schedule Q without the Province’s approval, and SI will ensure that its Approved Subcontractors do not access, use, store, transmit or otherwise make available any Personal Information at any other locations unless SI provides the Province with prior written notice thereof, and provided that such locations are within British Columbia, unless approved otherwise in writing by the Province.

13.13 No Foreign Access: 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* and approved in writing by the Province from time to time.

13.14 Disclosure of Personal Information: In respect of the Personal Information, SI shall not disclose to any person or allow any person to access, and shall ensure that none of the SI Personnel disclose to any person or allow any person to access, the Personal Information, except:

- (a) if, and in the manner, expressly permitted pursuant to Schedule N or to the provisions of the *Freedom of Information and Protection of Privacy Act*;
- (b) as authorized pursuant to the terms of this Agreement;

- (c) as expressly approved by the Province, in its discretion; or
- (d) pursuant to an order of a Canadian court of competent jurisdiction in accordance with section 13.5.

13.15 Inspection: 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 Article 13 or Schedule N, some other act of misconduct or malfeasance, or a *bona fide* emergency situation relating to the Personal Information, the Province shall have the right, at any time and without prior notice to SI, to perform investigations or inspections in respect thereof. Simultaneously with any exercise of the rights provided for in this section 13.15, the Province shall provide SI with written notice specifying the circumstances and grounds upon which the Province is relying in exercising its rights hereunder, in sufficient detail to enable SI to assess and respond to the same. Notwithstanding the foregoing, any such response from SI shall not entitle SI to prevent the Province from performing any such investigation or inspection hereunder. Notwithstanding the foregoing, nothing in this section 13.15 shall provide the Province with any right to inspect or access SI's Confidential Information.

13.16 Province Indemnity: If the Province provides to SI possession of, access to or use of Personal Information in connection with this Agreement, and any person who is the subject of such Personal Information makes a Claim against SI alleging that SI's possession of, access to or use of such person's Personal Information was contrary to Law (including the FOI Legislation), the Province will defend SI against that Claim and will indemnify and save harmless SI from and against all Losses arising out of or relating to that Claim, provided that SI has in all respects complied with its obligations under this Article 13 and Schedule N in respect of the Personal Information that is the subject matter of that Claim.

ARTICLE 14 SUBCONTRACTING

14.1 Province Approval: SI will not subcontract any or all of its obligations under this Agreement other than to an Approved Subcontractor.

14.2 Approved Subcontractors: If SI wishes to engage or include any subcontractor not listed in Schedule K in the performance or delivery of any Services or Deliverables, SI shall request the Province's prior approval, and shall provide to the Province such information regarding the proposed subcontractor as may be requested by the Province. The Province may approve or reject any proposed subcontractor, acting reasonably. The approval by the Province of a proposed subcontractor shall make that proposed subcontractor an Approved Subcontractor only in respect of the specific Services or Deliverables described in SI's request for the Province's approval.

14.3 Responsibility for Approved Subcontractors: SI is the general contractor for the Services and Deliverables and remains responsible for all of its liabilities and obligations under this Agreement, regardless of whether SI relies upon any Approved Subcontractor to any extent. SI's use of Approved Subcontractors for any Services or Deliverables shall in no way increase SI's rights or diminish SI's liabilities and obligations to the Province with respect to this Agreement, and in all events, except as otherwise expressly provided for in this Agreement, SI's rights, liabilities and obligations under this Agreement with respect to the Province shall be as though SI had itself performed such Services or provided such Deliverables. SI shall be solely responsible for all fees, charges, expenses and other amounts payable to an Approved Subcontractor. Subject to the terms of this Agreement, SI shall be liable for any defaults or delays caused by any Approved Subcontractor in connection with any Services or Deliverables as if such defaults or delays were caused by SI. SI shall be fully liable for all actions and

omissions of the Approved Subcontractors, and subject to Article 11 shall indemnify and hold harmless the Province in respect of all Claims and Losses in respect thereof. If an Approved Subcontractor breaches a Subcontract, or is alleged to have breached a Subcontract, which could have a material affect on the performance of SI's obligations under this Agreement, the performance of the Services or the delivery of any Deliverables, then SI shall notify the Province in writing and provide the Province with such information relating to the alleged breach as the Province may reasonably request. To the extent the Province or a Province Entity has a Claim of any nature (whether in contract, tort, breach of statutory duty or otherwise and including a claim for negligence) against SI US, the Province and a Province Entity shall bring such Claim against SI, as the prime contractor and shall only bring a Claim against SI US to the extent the Province, acting reasonably, determines that it cannot obtain adequate damages and remedies from SI.

14.4 No Removal or Substitution: Subject to section 3.12 and this Article 14, SI will be entitled to determine the allocation and assignment of its Approved Subcontractors to perform the Services and deliver the Deliverables in accordance with this Agreement, provided that once an Approved Subcontractor is assigned to perform specific Services or work on specific Deliverables, SI shall not remove an Approved Subcontractor without the Province's prior written consent, such consent not be unreasonably withheld, unless that Approved Subcontractor has finished the Services or work to which it was assigned, or becomes unavailable for reasons beyond SI's control (such as an Insolvency Event in the case of an Approved Subcontractor that is not an individual and death, disability or resignation of employment in the case of an Approved Subcontractor that is an individual) or has been terminated by SI for cause (and not engaged by SI on a contractor basis). SI will include in its Subcontracts an obligation of its Approved Subcontractors to not remove External Personnel that are Key Personnel other than in accordance with section 3.12.

14.5 Inconsistent Subcontract Terms: The terms of this Agreement shall in all events be binding upon SI regardless of, and without regard to, the existence of any inconsistent or contrary terms in any agreement between SI and any Approved Subcontractor whether or not and without regard to the fact that the Province may have directly or indirectly had notice of any such inconsistent term.

14.6 Required Subcontract Terms: SI will ensure that all Subcontracts do not include any terms or provisions that are inconsistent with, or contrary to, the terms and conditions of this Agreement, and that all Subcontracts include the following provisions:

- (a) a requirement that the Approved Subcontractor adhere to the applicable obligations that are expressly required by this Agreement to be imposed upon the Approved Subcontractor, including whether or not expressly stated in the applicable provisions, all confidentiality obligations, intellectual property provisions, Privacy Obligations, and reporting, audit and access rights and requirements;
- (b) assignment or licensing of Intellectual Property Rights to SI in respect of any Deliverables created by or contributed to by any Approved Subcontractor or External Personnel, and waivers of moral rights in respect of the same, to the extent required by SI to comply with its obligations to the Province under this Agreement;
- (c) obligations regarding compliance with Laws, including source deductions and remittances (for taxes, workers compensation and similar requirements);
- (d) termination rights consistent with the terms of this Agreement;

- (e) to the extent possible, assignment rights to the Province or any ASI or other contractor or service provider to the Province upon the early termination or expiry of this Agreement in accordance with its terms, without any further consent from the Approved Subcontractor or any additional, accelerated or other similar payments having to be made;
- (f) a prohibition on assignment of the Subcontract without the consent of SI, which will not be given by SI without the approval of the Province in accordance with section 14.2; and
- (g) any other provisions necessary for SI to fulfill its obligations under this Agreement.

If requested by the Province in respect of any Approved Subcontractor, SI will provide to the Province a copy of the Subcontract for that Approved Subcontractor, certified by a senior officer of SI as being true and correct, establishing the compliance of the Subcontract with this section 14.6.

14.7 Privacy Obligations: SI will require each Approved Subcontractor who has access to or use of Personal Information to adhere to the obligations of SI under Article 13 and Schedule N as applicable to the Services and Deliverables performed or provided by that Approved Subcontractor.

14.8 Approved Subcontractor Monitoring: SI shall:

- (a) monitor the performance of Approved Subcontractors;
- (b) promptly address and remedy any performance issues or disputes with Approved Subcontractors in such a manner as to mitigate any adverse impact on the nature, quality or delivery of the applicable Services or Deliverables; and
- (c) indemnify and save harmless the Province from and against any and all Claims and Losses arising out of or relating to any conduct, act or omission of any Approved Subcontractor that is a breach of or default under this Agreement.

ARTICLE 15 ASSIGNMENT

15.1 Assignment by the Province: The Province may assign at any time, in its discretion, and without the consent of SI but upon reasonable prior written notice, this Agreement to any Province Entity.

15.2 Assignment by SI: SI shall not assign, either directly or indirectly, this Agreement or any rights, duties, liabilities, obligations or interests of SI 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” for the purposes of this section 15.2, the following shall be deemed to be an assignment by SI:

- (a) the amalgamation of SI (other than amalgamations with Affiliates of SI that do not cause a change in the control of SI, as “control” is defined in the *Business Corporations Act*);
- (b) an assignment by operation of Law;
- (c) a sale of all or substantially all of the assets or undertaking of SI; or

- (d) a direct or indirect change in the control of SI, as “control” is defined in the *Business Corporations Act*, excluding a change in the control of any direct or indirect parent corporation of SI the shares of which are publicly traded on a recognized stock exchange.

ARTICLE 16 TERM, RENEWAL AND TERMINATION

16.1 **Term:** This Agreement is for an initial term of six years commencing on the Effective Date (the “**Initial Term**”), subject to renewal under section 16.2 or earlier termination as set out in this Article 16.

16.2 **Renewal:** The Province may renew this Agreement for two additional terms of two years each (each, a “**Renewal Term**”) by notice to SI not less than ninety (90) days prior to the end of the Initial Term for the first Renewal Term and the end of the first Renewal Term for the second Renewal Term. The terms and conditions of this Agreement in effect at the end of the Initial Term will continue for the first Renewal Term, and the terms and conditions of this Agreement in effect at the end of the first Renewal Term will continue for the second Renewal Term, in each case subject to amendment as provided for herein, provided that the following provisions will apply with respect to the calculation of Fees payable by the Province during each year of each Renewal Term:

- (a) the TM Rates will be adjusted effective as of the first day of each Renewal Term, by agreement of the Province and SI provided that to the extent the parties have entered into a SOW for a period of time that extends beyond the Initial Term or a Renewal Term, and the parties cannot agree on the adjusted TM Rates under such SOW for the period of time that the SOW is in effect after the Initial Term or Renewal Term in question within sixty (60) days after the commencement of a Renewal Term, then by the percentage change in the Index between the first day of the preceding Initial Term or Renewal Term, as the case may be, and the first day of the then current Renewal Term.; and
- (b) for each SOW that continues from the Initial Term to the first Renewal Term or from the first Renewal Term to the second Renewal Term, the TM Rates as adjusted under subsection 16.2(a) will apply to Services performed from and after the first day of the applicable Renewal Term, and in the case of a BI SOW, Change Management SOW (as applicable) and Additional Services SOW (as applicable) the Milestone Payments, Total Budget Amount and Contingency will be adjusted to reflect the adjusted TM Rates for Services performed from and after the first day of the applicable Renewal Term, which adjustments will be documented through the Change Order Process.

16.3 **No Renewal Assurance:** SI acknowledges that the Province gives no assurance whatsoever, expressed or implied, that this Agreement will be renewed or extended beyond the expiry of the Initial Term or any Renewal Term, and that SI 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.

16.4 **No Expropriation:** Any termination of this Agreement in accordance with its terms, either at the expiry of the 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 agreement (including, but not limited to, Chapter Eleven of the North American Free Trade Agreement and the General Agreement on Trade in Services).

16.5 Termination of Agreement by the Province Without Cause: Notwithstanding any other provision of this Agreement, the Province may, at any time and in its discretion and without cause or reason:

- (a) terminate this Agreement effective upon thirty (30) days' notice of termination to SI; or
- (b) terminate a SOW effective upon thirty (30) days' notice of termination to SI.

During the notice period provided for in subsection 16.5(a) or 16.5(b), but subject to Article 17, SI will complete the Services and Deliverables to the extent reasonably practicable and with the intent of concluding the Services and Deliverables to that extent by the end of the notice period to ensure a smooth transition of the Services, Deliverables and Work in Progress to or as directed by the Province.

16.6 Termination by the Province For Cause: Notwithstanding any other provision of this Agreement, the Province may:

- (a) terminate this Agreement effective upon notice of termination to SI if:
 - (i) SI fails to observe, perform or comply with any material provision of this Agreement, and does not remedy that failure within ten (10) Business Days after demand in writing containing reasonable detail regarding the failure by the Province that SI do so, provided that if any such failure cannot reasonably be remedied within that ten (10) Business Day period, the Province will not terminate this Agreement if SI commences the remedying of that failure within that ten (10) Business Day period and thereafter continues diligently and in good faith to take such steps as may be necessary to remedy that failure, and that failure is in fact remedied within a period of not more than thirty (30) days, after which the Province will be entitled to exercise its right of termination under this subsection 16.6(a)(i);
 - (ii) an Insolvency Event has occurred with respect to SI; or
 - (iii) SI assigns this Agreement or any rights, duties, liabilities, obligations or interests thereunder contrary to section 15.2.
- (b) terminate a SOW effective upon notice of termination to SI if SI fails to observe, perform or comply with any material provision of that SOW, and does not remedy that failure within ten (10) Business Days after demand in writing containing reasonable detail regarding the failure by the Province that SI do so, provided that if any such failure cannot reasonably be remedied within that ten (10) Business Day period, the Province will not terminate that SOW if SI commences the remedying of that failure within that ten (10) Business Day period and thereafter continues diligently and in good faith to take such steps as may be necessary to remedy that failure, and that failure is in fact remedied within a period of not more than thirty (30) days, after which the Province will be entitled to exercise its right of termination under this subsection 16.6(b).

16.7 Termination by SI For Non-Payment: Notwithstanding any other provision of this Agreement, but subject to section 6.16, if the Province fails to pay any Fees when properly due and payable under this Agreement, and does not remedy that failure within fifteen (15) Business Days after demand by SI that the Province do so, SI may at its option terminate either this Agreement or the SOW under which payment was due effective upon notice of termination to the Province. For the purposes of this section

16.7 and section 16.8, Fees that are the subject of a Dispute will not be considered due and payable until thirty (30) days after the full and final resolution of that Dispute by agreement of the Province and SI or in accordance with the Dispute Resolution Process.

16.8 Termination of License by SI For Cause: The termination of this Agreement or a SOW by the Province under section 16.5 or 16.6 or by SI under section 16.7 will not terminate or otherwise affect the License. If the Province commits a License Default with respect to any SI Included Intellectual Property, SI may give the Province notice of the License Default, which notice shall specify the SI Included Intellectual Property in respect of which the License Default has occurred, and if the Province does not remedy that License Default within the specified time period, SI may by notice to the Province terminate the License with respect to the SI Included Intellectual Property in respect of which the License Default has occurred and which was specified in SI's initial notice to the Province of the License Default. For the purposes hereof, a "**License Default**" will have occurred if the Province fails to pay any Fees for a Deliverable which consists of or includes SI Included Intellectual Property, when such Fees are due and payable in accordance with this Agreement, and does not remedy that failure within fifteen (15) Business Days after demand by SI that the Province do so.

16.9 No Other Termination by SI: Except as specifically provided in sections 16.7 and 16.8, SI shall not be entitled to terminate or rescind this Agreement or the License, and if the Province commits any other breach of or default under this Agreement, whether material or not and whether that breach or default is or is not capable of being remedied, SI's rights and remedies in respect of that breach or default shall be limited to such rights and remedies other than termination or rescission of this Agreement and the License as may exist at law or in equity (subject to the *Crown Proceeding Act* and any other limitations set out in this Agreement), it being acknowledged by SI that the License is perpetual and irrevocable unless terminated by SI in accordance with section 16.8. No breach of or default under this Agreement by the Province shall constitute a repudiation of this Agreement by the Province.

16.10 Termination on Force Majeure: If an event or circumstance of Force Majeure occurs that prevents or delays substantially SI's performance under this Agreement or any SOW, and SI has given notice thereof under section 21.3, and that event or circumstance continues for a period of not less than sixty (60) days after the date of the notice, the Province may give notice to SI at any time after the expiration of that period and for so long as the event or circumstance of Force Majeure continues of intent to terminate this Agreement or the affected SOW. The parties will meet within ten (10) days after the notice is given to discuss and endeavour to determine means, if any, that may be adopted by the parties to avoid termination of this Agreement or the affected SOW. If the parties agree on those means, their agreement must be recorded in writing as an amendment to this Agreement or the affected SOW signed by the parties. If the parties fail to agree on those means and to execute and deliver an amendment of this Agreement or the affected SOW within ten (10) days after notice of intent to terminate is given, this Agreement or the affected SOW will terminate in accordance with the Province's notice.

16.11 Consequences of Termination:

- (a) Upon expiry of this Agreement or termination of this Agreement pursuant to subsection 16.5(a) or 16.6(a) or pursuant to section 16.7 or 16.10, all SOWs will automatically terminate on the Termination Date.
- (b) Upon expiry of this Agreement:
 - (i) the Province will retain all Deliverables Accepted by or delivered to the Province up to and including the Termination Date;

- (ii) SI will deliver to the Province all Work in Progress;
 - (iii) SI will cease performance of the Services on the Termination Date, other than the Termination Services, which will be provided and performed by SI in accordance with Article 17;
 - (iv) subject to subsection 16.11(m), SI will be entitled to retain all Fees and Expenses paid by the Province to SI pursuant to this Agreement prior to the Termination Date; and
 - (v) subject to section 6.12 and subsection 16.11(m), the Province will pay to SI the Fees and Expenses for Services performed up to the Termination Date and for the Deliverables and Work in Progress retained or delivered under subsection 16.11(b)(i) or 16.11(b)(ii).
- (c) Upon termination by the Province of this Agreement pursuant to subsection 16.5(a):
- (i) the Province will retain all Deliverables Accepted by or delivered to the Province up to and including the Termination Date;
 - (ii) SI will deliver to the Province all Work in Progress;
 - (iii) SI will cease performance of the Services on the Termination Date, other than the Termination Services, which will be provided and performed by SI in accordance with Article 17;
 - (iv) subject to subsection 16.11(m), SI will be entitled to retain all Fees and Expenses paid by the Province to SI pursuant to this Agreement prior to the Termination Date;
 - (v) subject to section 6.12 and subsection 16.11(m), the Province will pay to SI the Fees and Expenses for Services performed up to the Termination Date and for the Deliverables and Work in Progress retained or delivered under subsection 16.11(c)(i) or 16.11(c)(ii); and
 - (vi) the Province will pay to SI the Demobilization Costs actually and reasonably incurred by SI as a result of termination of the Agreement.
- (d) Upon termination by the Province of a SOW pursuant to subsection 16.5(b):
- (i) the Province will retain all Deliverables Accepted by or delivered to the Province up to and including the Termination Date;
 - (ii) SI will deliver to the Province all Work in Progress;
 - (iii) SI will cease performance of the Services on the Termination Date, other than the Termination Services, which will be provided and performed by SI in accordance with Article 17;

- (iv) subject to subsection 16.11(m), SI will be entitled to retain all Fees and Expenses paid by the Province to SI pursuant to the Terminated SOW prior to the Termination Date;
- (v) subject to section 6.12 and subsection 16.11(m), the Province will pay to SI the Fees and Expenses for Services performed up to the Termination Date and for the Deliverables and Work in Progress retained or delivered under subsection 16.11(d)(i) or 16.11(d)(ii); and
- (vi) the Province will pay to SI the Demobilization Costs actually and reasonably incurred by SI as a result of termination of the Terminated SOW;

provided that for the purposes of this subsection 16.11(d), “Services”, “Deliverables” and “Work in Progress” will mean only the Services, Deliverables and Work in Progress under the Terminated SOW.

- (e) Upon termination by the Province of this Agreement pursuant to subsection 16.6(a):
 - (i) the Province will retain all Deliverables Accepted by the Province up to and including the Termination Date;
 - (ii) SI will deliver to the Province a list and description of all Work in Progress, and will deliver to the Province all Work in Progress that the Province requests be delivered to it;
 - (iii) SI will cease performance of the Services on the Termination Date, other than the Termination Services, which will be provided and performed by SI in accordance with Article 17;
 - (iv) subject to subsection 16.11(m), including any Claim by the Province arising out of or relating to the cause of termination of this Agreement pursuant to subsection 16.6(a), SI will be entitled to retain all Fees and Expenses paid by the Province to SI pursuant to this Agreement prior to the Termination Date; and
 - (v) subject to section 6.12 and subsection 16.11(m), the Province will pay to SI the Fees and Expenses for Services performed up to the Termination Date and for the Deliverables and Work in Progress retained or delivered under subsection 16.11(e)(i) or 16.11(e)(ii).
- (f) Upon termination by the Province of a SOW pursuant to subsection 16.6(b):
 - (i) the Province will retain all Deliverables Accepted by the Province up to and including the Termination Date;
 - (ii) SI will deliver to the Province a list and description of all Work in Progress, and will deliver to the Province all Work in Progress that the Province requests be delivered to it;
 - (iii) SI will cease performance of the Services on the Termination Date, other than the Termination Services, which will be provided and performed by SI in accordance with Article 17;

- (iv) subject to section 6.12 and subsection 16.11(m), including any Claim by the Province arising out of or relating to the cause of termination of the Terminated SOW pursuant to subsection 16.6(b), SI will be entitled to retain all Fees and Expenses paid by the Province to SI pursuant to the Terminated SOW prior to the Termination Date; and
- (v) subject to subsection 16.11(m), the Province will pay to SI the Fees and Expenses for Services performed up to the Termination Date and for the Deliverables and Work in Progress retained or delivered under subsection 16.11(f)(i) or 16.11(f)(ii);

provided that for the purposes of this subsection 16.11(f), “Services”, “Deliverables” and “Work in Progress” will mean only the Services, Deliverables and Work in Progress under the Terminated SOW.

- (g) Upon termination by SI of this Agreement pursuant to section 16.7:
 - (i) the Province will retain all Deliverables Accepted by or delivered to the Province up to and including the Termination Date;
 - (ii) SI will deliver to the Province all Work in Progress;
 - (iii) SI will cease performance of the Services on the Termination Date, other than the Termination Services, which will be provided and performed by SI in accordance with Article 17;
 - (iv) subject to subsection 16.11(m), SI will be entitled to retain all Fees and Expenses paid by the Province to SI pursuant to this Agreement prior to the Termination Date;
 - (v) subject to section 6.12 and subsection 16.11(m), the Province will pay to SI the Fees and Expenses for Services performed up to the Termination Date and for the Deliverables and Work in Progress retained or delivered under subsection 16.11(g)(i) or 16.11(g)(ii); and
 - (vi) the Province will pay to SI the Demobilization Costs actually and reasonably incurred by SI as a result of termination of the Agreement.
- (h) Upon termination by SI of a SOW pursuant to section 16.7:
 - (i) the Province will retain all Deliverables Accepted by or delivered to the Province up to and including the Termination Date;
 - (ii) SI will deliver to the Province all Work in Progress;
 - (iii) SI will cease performance of the Services on the Termination Date, other than the Termination Services, which will be provided and performed by SI in accordance with Article 17;

- (iv) subject to subsection 16.11(m), SI will be entitled to retain all Fees and Expenses paid by the Province to SI pursuant to the Terminated SOW prior to the Termination Date;
- (v) subject to section 6.12 and subsection 16.11(m), the Province will pay to SI the Fees and Expenses for Services performed up to the Termination Date and for the Deliverables and Work in Progress retained or delivered under subsection 16.11(h)(i) or 16.11(h)(ii); and
- (vi) the Province will pay to SI the Demobilization Costs actually and reasonably incurred by SI as a result of termination of the Terminated SOW;

provided that for the purposes of this subsection 16.11(h), “Services”, “Deliverables” and “Work in Progress” will mean only the Services, Deliverables and Work in Progress under the Terminated SOW.

- (i) Upon termination by SI of the License for any SI Included Intellectual Property pursuant to subsection 16.8:
 - (i) the Province will cease to have the right to Use the SI Included Intellectual Property in respect of which the License has been terminated (the “**Terminated SIIP**”);
 - (ii) if the Terminated SIIP constitutes a stand alone Deliverable, the Province will return the Terminated SIIP to SI;
 - (iii) if the Terminated SIIP forms part of a Deliverable and is severable from the Deliverable, the Province will remove the Terminated SIIP from the Deliverable and return the Terminated SIIP to SI, but the Province will continue to own, and may retain and Use, the Deliverable excluding the Terminated SIIP; and
 - (iv) if the Terminated SIIP forms part of a Deliverable and is not severable from the Deliverable, the Province will continue to own the Deliverable, and may retain and Use the Deliverable for a period not to exceed one year to allow for the replacement of the Deliverable, and upon the expiry of that one year period the Province will destroy that Deliverable and certify such destruction to SI.
- (j) Upon termination of this Agreement pursuant to subsection 16.10:
 - (i) the Province will retain all Deliverables Accepted by or delivered to the Province up to and including the Termination Date;
 - (ii) SI will deliver to the Province all Work in Progress;
 - (iii) SI will cease performance of the Services on the Termination Date, other than the Termination Services, which will be provided and performed by SI in accordance with Article 17;
 - (iv) subject to subsection 16.11(m), SI will be entitled to retain all Fees and Expenses paid by the Province to SI pursuant to this Agreement prior to the Termination Date; and

- (v) subject to section 6.12 and subsection 16.11(m), the Province will pay to SI the Fees and Expenses for Services performed up to the Termination Date and for the Deliverables and Work in Progress retained or delivered under subsection 16.11(j)(i) or 16.11(j)(ii).
- (k) Upon termination of a SOW pursuant to subsection 16.10:
- (i) the Province will retain all Deliverables Accepted by or delivered to the Province up to and including the Termination Date;
 - (ii) SI will deliver to the Province all Work in Progress;
 - (iii) SI will cease performance of the Services on the Termination Date, other than the Termination Services, which will be provided and performed by SI in accordance with Article 17;
 - (iv) subject to subsection 16.11(m), SI will be entitled to retain all Fees and Expenses paid by the Province to SI pursuant to this Agreement prior to the Termination Date; and
 - (v) subject to section 6.12 and subsection 16.11(m), the Province will pay to SI the Fees and Expenses for Services performed up to the Termination Date and for the Deliverables and Work in Progress retained or delivered under subsection 16.11(j)(i) or 16.11(j)(ii);

provided that for the purposes of this subsection 16.11(k), “Services”, “Deliverables” and “Work in Progress” will mean only the Services, Deliverables and Work in Progress under the Terminated SOW.

- (l) All obligations of a party under this section 16.11 will be performed as expeditiously as possible after the Termination Date, and in any event prior to the end of the Termination Assistance Period. This subsection 16.11(l) will not apply to the Termination Services, which will be provided and performed by SI in accordance with Article 17, or to the Province’s payment obligations, which will be governed by Article 6.
- (m) SI’s right to retain or receive any Fees and Expenses pursuant to this section 16.11 is subject to, and without prejudice to, any Claims that the Province may have against SI, any rights of set off that the Province may have against SI, and any obligation of SI to indemnify the Province Indemnified Parties.
- (n) If the Fees and Expenses payable by the Province for any Deliverable or Work in Progress retained by the Province upon termination of this Agreement or a SOW are not specifically identified in the SOW under which the Deliverable or Work in Progress was created, the amount of the Fees and Expenses payable for such Deliverable or Work in Progress will be determined by agreement of the Province and SI, or failing agreement within sixty (60) days after the Termination Date pursuant to the Dispute Resolution Process.

16.12 Remedies Non-Exclusive: Except as expressly set out in this Agreement, but subject to the *Crown Proceeding Act* and any other limitations set out in this Agreement, the rights, powers and remedies conferred on the Province and SI under this Agreement are not intended to be exclusive and

each will be cumulative and in addition to and not in substitution for every other right, power and remedy existing or available to the Province and SI under this Agreement or any other agreement, at law or in equity and the exercise by the Province or SI of any right, power or remedy will not preclude the simultaneous or later exercise by the Province or SI of any other right, power or remedy.

16.13 Survival: Notwithstanding any other provisions of this Agreement, the provisions of:

- (a) Articles Article 1, 8, 10, 11, 13, 17, 18, Article 20, 22, and Article 23;
- (b) sections 6.11, 6.12, 6.13, 6.14, 6.15, 6.16, 6.17, 14.3, 14.7, 14.8(c), 16.8, 16.9, 16.11, 16.12, and 16.13;
- (c) sections 7.3, 7.4, 7.5 and 7.6 for a period of one year after the later of the Termination Date or expiry of the Termination Assistance Period;
- (d) during the Termination Assistance Period, all provisions of this Agreement relating to Services and Deliverables that are not referenced in any other subsection of this section 16.13 to the extent applicable to Services performed and Deliverables delivered during the Termination Assistance Period;
- (e) Schedule N; and
- (f) all provisions of this Agreement necessary for the interpretation or enforcement of any of the foregoing Articles, sections and Schedule;

will survive the expiry or termination of all or any part of this Agreement, and will continue in full force and effect, and references in this Agreement to expiry or termination of this Agreement will not apply to those Articles, sections and Schedule unless the parties agree in writing. Except as specifically provided in this Agreement, the expiry or termination of this Agreement does not release any party from any liability or obligation arising prior to the date of expiry or termination.

ARTICLE 17 TERMINATION SERVICES

17.1 Termination Assistance Period: The period during which SI is obligated to provide the Termination Services to the Province (the “**Termination Assistance Period**”) will commence upon the expiry of the Term or upon the delivery by either the Province or SI of a notice of termination given in accordance with this Agreement and will end:

- (a) in the case of expiry or termination of this Agreement, upon the earlier of the completion of the Termination Services or one year after the Termination Date, as such period may be extended pursuant to section 17.6; or
- (b) in the case of termination of a SOW, upon the earlier of the completion of the Termination Services or three (3) months after the Termination Date, as such period may be extended pursuant to section 17.6.

17.2 Termination Services: During the Termination Assistance Period, SI will provide the Province with the following services (collectively, the “**Termination Services**”):

- (a) cooperation with and assistance to the Province or the ASI in order to facilitate the transfer of the Terminated Services to the Province or the ASI, as designated by the Province, in an orderly, effective and efficient manner;
- (b) providing assistance and information requested by the Province in order to transition of the Terminated Services from SI to the Province or an ASI, and answering all reasonable questions from the Province or the ASI regarding the Terminated Services;
- (c) if the Province intends to engage an ASI to provide the Terminated Services, assisting the Province to describe the Terminated Services for the purposes of any competitive procurement process, bid specification or similar document in respect of the Terminated Services;
- (d) copies of:
 - (i) the Documentation in electronic format, hard copy or both, as may be requested by the Province including, without limitation, a current listing and copies of all documented operational processes and procedures relating to the provision of the Terminated Services as outlined in the Documentation, and
 - (ii) detailed lists and descriptions of all Terminated Services then being provided (including up-to-date process maps, workflow charts, artefacts, code and other available documentation), technical information and technical descriptive documentation, and documentation of current configurations, to the extent not already included in the Documentation;
- (e) a current listing of all Approved Subcontractors who are, or that employ External Personnel who are, Key Personnel and a description of their roles and specific responsibilities in relation to the Terminated Services (the “**Key Subcontractors**”), copies of the Subcontracts for Key Subcontractors to the extent not previously provided to the Province and, if requested by the Province, assignment to the Province of the Subcontract for any Key Subcontractor specified by the Province;
- (f) assistance with the provision of mutually agreed training for those persons designated by the Province who will be assuming responsibility for the Terminated Services;
- (g) detailed descriptions of the SI Software and Third Party Software owned or licensed and used by SI in the ordinary course of performing the Terminated Services (the “**SI Software Tools**”), including a description of the configuration of the SI Software Tools, sufficient to permit the Province or the ASI to obtain and implement functional replacements therefor, and an electronic copy of all data generated, stored or used by or in connection with the SI Software Tools and the ICM Project;
- (h) assistance with respect to the transfer of any Dedicated Assets purchased by the Province or the ASI in accordance with section 17.7; and
- (i) such other matters as may be set out in sections 17.3, 17.4, 17.7 and 17.8 and the Termination Assistance Plan.

The specific Terminated Services to be provided by SI, including the Terminated Services in respect of the foregoing, will be described more fully in the Termination Assistance Plan.

17.3 **Termination Assistance Plan:** As part of the Terminated Services, SI will develop and deliver a mutually agreed to termination assistance plan for the transition of the Terminated Services from SI to the Province or to the ASI, as directed by the Province, in the manner set forth in this Article 17 (the “**Termination Assistance Plan**”). The framework for the Termination Assistance Plan will be determined by the parties through the Governance Process, and thereafter reviewed by the parties through the Governance Process on an annual basis. As part of the Termination Services, immediately upon the commencement of the Termination Assistance Period, SI will, in consultation with the Province and such other persons as the Province may direct, commence in good faith and with all reasonable diligence to develop the complete Termination Assistance Plan based upon the agreed framework, and setting out in detail the specific tasks to be accomplished by each party, and a schedule pursuant to which the tasks are to be completed. The Parties will monitor the performance of the Termination Services and the Termination Assistance Plan on a regular basis through the Governance Process. The Parties agree to provide to each other reasonably sufficient information to create or update the Termination Assistance Plan as required in accordance with the terms of this Agreement. The Parties will revise and update the Termination Assistance Plan from time to time during the Termination Assistance Period.

17.4 **Provision of Terminated Services:** SI will continue to provide the Terminated Services during the Termination Assistance Period unless the Province expressly requests the permanent or temporary discontinuation thereof (or a portion thereof). Any permanent or temporary discontinuation of the Terminated Services or any part thereof will be set out in the Termination Assistance Plan, or otherwise implemented through the Change Order Process. Article 3 will remain in effect during the Termination Assistance Period and SI will use the Key Personnel in performance of the Termination Assistance Services, and in the performance of any other Services provided by SI during the Termination Assistance Period, unless and until any individual Key Personnel is removed in accordance with section 3.8, 3.9 or 3.12.

17.5 **Charges for Termination Services:** SI will provide the Termination Services at the TM Rates in accordance with a budget jointly prepared by the parties and forming part of the Termination Assistance Plan.

17.6 **Extension of Termination Services:** If the Province is unable to complete the transition of the Terminated Services to the Province or the ASI, as directed by the Province, prior to the end of the Termination Assistance Period, then:

- (a) in the case of termination of this Agreement, the Province may upon not less than thirty (30) days prior notice to SI elect to extend the Termination Assistance Period for up to one (1) month beyond the then-effective date of the expiry of the Termination Assistance Period; and
- (b) in the case of termination of a SOW, the Province may upon not less than ten (10) days prior notice to SI elect to extend the Termination Assistance Period for up to ten (10) days beyond the then-effective date of the expiry of the Termination Assistance Period.

17.7 **Transfer of Dedicated Assets:** Upon expiry or termination of this Agreement for any reason, and in connection with the transfer of the responsibility for the performance of the Terminated Services to the Province or the ASI, as designated by the Province, the Province will have the right to purchase from SI any Dedicated Assets for a price equal to SI’s undepreciated cost thereof, calculated in accordance with GAAP. SI will provide to the Province such information as may be reasonably requested by the Province, and will cooperate with the Province, to identify and evaluate the Dedicated Assets. Upon notice by the Province to SI setting out the Dedicated Assets, if any, that the Province wishes to purchase under this section 17.7, the Province and SI will execute and deliver to each other all documents as may

be necessary to transfer the Dedicated Assets to the Province, and the Province will pay SI the purchase price for the Dedicated Assets purchased by the Province. In the event of a Dispute as to the purchase price for the Dedicated Assets purchased by the Province, SI and the Province will complete the transfer of such Dedicated Assets but for the payment by the Province of the purchase price therefor, which shall be paid by the Province upon resolution of that Dispute by agreement of the parties or pursuant to the Dispute Resolution Process. The Province may assign its right to purchase the Dedicated Assets under this section 17.7 to the ASI.

17.8 Additional Termination Obligations: Without limiting the provisions of this Article 17, if this Agreement expires or is terminated for any reason, then SI will, effective on the completion of the Termination Services or such other date as may be agreed to between the Parties or as otherwise contemplated in this Article 17, peacefully leave and cause SI Employees and External Personnel to peacefully leave any Province facilities made available to SI in connection with providing the Terminated Services under this Agreement, and return to the Province and cause SI Employees and External Personnel to return all keys and access cards to such applicable facilities.

17.9 Equitable Remedies: SI acknowledges that if SI breaches its obligations to provide Termination Services to the Province, the Province will suffer irreparable harm, loss and damage for which the Province could not be adequately compensated by an award of monetary damages and, accordingly:

- (a) in the event of any actual, attempted or threatened breach by SI or its obligation to provide the Termination Services, the Dispute Resolution Process will not apply and the Province may proceed directly to a court of competent jurisdiction; and
- (b) if a court of competent jurisdiction finds that SI has breached, or attempted or threatened to breach, its obligation to provide Termination Services, and in addition to any and all remedies available to the Province at law or in equity, the Province will be entitled, as a matter of right, and without need to prove irreparable harm, post security or satisfy any other pre-conditions, to judicial relief by way of a restraining order, interim, interlocutory or permanent injunction, or order for specific performance, and SI will not oppose the granting of any such judicial relief and hereby waives any and all defences to the strict enforcement of this Agreement and such judicial relief.

Nothing in this section 17.9 will prevent SI from appealing any judicial determination that SI has breached, or attempted or threatened to breach, its obligations to provide Termination Services.

ARTICLE 18 GOVERNING LAW AND DISPUTE RESOLUTION

18.1 Governing Law and Courts: This Agreement will be governed by and construed in accordance with the laws, other than choice of law rules, of the Province of British Columbia. Any matter regarding the interpretation and application of this Agreement or the other Contract Documents, and all Disputes will, subject to sections 18.2 and 18.4, be within the exclusive jurisdiction of the courts of British Columbia, and the parties irrevocably agree to and hereby accept and attorn to the exclusive jurisdiction of the Courts of British Columbia for any and all Claims that they may have related in any way to this Agreement and its renewal, non-renewal or termination, and all Disputes relating hereto or arising hereunder, and the parties irrevocably covenant and agree not to commence any action or bring any Claim in any forum whatsoever, be it domestic, foreign or international (including, but not limited to the *North American Free Trade Agreement*), relating in any way to this Agreement or its renewal, non-renewal or termination or any Dispute relating hereto or arising hereunder. The parties further agree that, should any

third party initiate any action under any of the dispute settlement provisions of the *World Trade Organization Agreement* or the *North American Free Trade Agreement* (including but not limited to Chapter Eleven thereof), in any way relating to this Agreement, then neither party will provide any assistance whatsoever (including, without limitation, financial assistance, access to documents and access to personnel) to such third party to pursue any such action, unless such party is required to do so by order of a court of competent jurisdiction, provided that such party was not, directly or indirectly, involved in or otherwise participated in the obtaining of such court order. Each party will provide all reasonable assistance to the other party to defend against such third party claims. SI will not and will require its Affiliates to not, without the express written consent of the Province (which may be withheld for any cause, or without cause), make any Claim or take any proceedings whatsoever concerned or related to any matter arising under or relating to this Agreement against any person under Chapter Eleven of the *North American Free Trade Agreement*.

18.2 Disputes: Disputes other than SOW Disputes will be referred to and finally resolved in accordance with the following procedure:

- (a) upon receipt of written notice from either party, the SI Contract Manager and the Province Contract Manager will meet within seven (7) days of receipt of such notice and attempt to resolve the Dispute described in the notice;
- (b) if the Dispute is not resolved pursuant to subsection 18.2(a), then the Dispute will be referred, by written notice from either party, to the Joint Operations Committee who will meet within seven (7) days of receipt of such notice and attempt to resolve the Dispute described in the notice;
- (c) if the Dispute is not resolved pursuant to subsection 18.2(b), then the Dispute will be referred, by written notice from either party, to the Joint Executive Committee who will meet within fourteen (14) days of receipt of such notice and attempt to resolve the Dispute described in the notice;
- (d) if the Dispute is not resolved pursuant to subsection 18.2(c), then the Dispute will be referred, by written notice from either party, to the Relationship Sponsors who will meet within fourteen (14) days of receipt of such notice and attempt to resolve the Dispute described in the notice; and
- (e) if the Dispute is not resolved pursuant to subsection 18.2(d), then the Dispute will be referred to and finally resolved by arbitration in accordance with section 18.4.

Any notice by either party under this section 18.2 shall identify the Dispute and include a statement by the notifying party of its position in respect of the Dispute. All discussions and all notices and other communications between the parties in respect of any Dispute shall be on a without prejudice basis and may not be used, referred to or introduced into evidence in any arbitration or other proceedings in respect of that Dispute.

18.3 SOW Disputes: SOW Disputes will be referred to and finally resolved in accordance with the procedure set out in Schedule T.

18.4 Particulars of Arbitration: Subject to section 18.3, all Disputes that are not settled pursuant to section 18.2 will be finally determined by arbitration under the Rules of the British Columbia International Commercial Arbitration Centre by three arbitrators, one of whom shall be appointed by the Province, one of whom shall be appointed by SI, and the third of whom shall be appointed by the two

appointees of the Province and SI. The place of arbitration is Victoria, British Columbia and the language to be used in the arbitration is English. The award rendered in any arbitration commenced hereunder is final and conclusive and judgement thereon may be entered in any court having jurisdiction for its enforcement. The parties agree that any and all proceedings to set aside, vacate, suspend or otherwise curtail or limit the effect of an award of the arbitrators appointed under this section 18.4, but excluding any proceedings for recognition or enforcement of an award, shall be brought in the courts of British Columbia, and each of the parties hereby irrevocably attorns to the exclusive jurisdiction of the courts of British Columbia for all such proceedings.

18.5 Confidentiality: The proceedings of all negotiations, mediations and arbitrations as part of the Dispute Resolution Process will at all times be privately conducted. The Province and SI agree that all statements and other communications made during the Dispute Resolution Process including, without limitation, offers of settlement, settlement terms and all documents or other materials created for the purposes of the Dispute Resolution Process:

- (a) are made on a without prejudice basis;
- (b) do not constitute an admission or waiver of rights; and
- (c) will not be offered into evidence, disclosed or used for any other purpose other than the Dispute Resolution Process.

During the Dispute Resolution Process, neither party is required to disclose to the other party any information, documents or materials with respect to which privilege is claimed; however, if as part of the Dispute Resolution Process a party discloses to the other party information, documents or materials with respect to which the disclosing party claims privilege or any information, documents or materials that the disclosing party regards and identifies as confidential or proprietary, then the other party will maintain the confidentiality of the information, documents or materials so obtained and, to the extent permitted by law, any such disclosure will not constitute a waiver of any privilege or confidentiality. The Province and SI agree that any information regarding the Dispute Resolution Process, including any decisions or awards made, will not be disclosed to any third parties or used for any purpose other than the Dispute Resolution Process, unless the parties otherwise agree; provided that nothing in this provision will prevent such disclosure as may be necessary to enforce any arbitration awards or as may be required by Applicable Law.

18.6 Performance During Dispute Resolution Process: Subject to section 6.12, during the continuance of any Dispute Resolution Process, each of SI and the Province will continue to perform all of their respective obligations under this Agreement. Without limiting the generality of the foregoing, SI will continue to perform the Services and deliver the Deliverables in accordance with this Agreement and each SOW, and the Province will continue to pay (a) all Fees and Expenses for Services and Deliverables provided prior to the start of the Dispute Resolution Process as and when due to the extent such Fees and Expenses are not in dispute; and (b) all Fees and Expenses for Services and Deliverables provided after the start of the Dispute Resolution Process, as and when due hereunder, unless subject to a subsequent Dispute.

18.7 Equitable Relief: Subject to the *Crown Proceeding Act*, nothing in this Article 18 will restrict a party from seeking equitable relief from a court of competent jurisdiction in circumstances where any act or omission of the other party could result in irreparable harm for which the first party could not be compensated in damages and for which specific performance, an injunction or other equitable relief would be an appropriate remedy.

ARTICLE 19
LEGAL RELATIONSHIP

19.1 Independent Contractor: SI is an independent contractor and not the servant, employee, partner or agent of the Province.

19.2 No Authority: SI does not have any authority to, and will not, in any manner whatsoever, commit or purport to commit the Province to any obligation or liability of any kind whatsoever, including the payment of any money to any person.

19.3 No Partnership: No partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or any action of the parties under this Agreement.

19.4 Responsibility for Employees: Each party will be independently and solely responsible for all obligations arising in connection with its own employees (including any obligations incumbent upon such party as an employer, such as the payment of benefits, and the withholding and remittance of applicable source deductions, in respect of its employees).

ARTICLE 20
NOTICE

20.1 Notices: Any notice, communication or other document that either party may be required or may desire to give to the other under this Agreement (“**Notice**”) will be in writing and conclusively deemed validly given to and received by the addressee:

- (a) if delivered personally or by recognized courier service, on the date of delivery;
- (b) if transmitted by facsimile transmission, on the date the transmission is confirmed received through the transmission report;

addressed, as the case may be, to the Province at:

Ministry of Housing and Social Development
Integrated Case Management
7th Floor – 614 Humboldt Street
Victoria, British Columbia
V8W 9R2

Fax: (250) 387-2418

Attention: Project Executive Lead

or to SI at:

Deloitte Inc.
2800-1055 Dunsmuir Street
4 Bentall Centre
Vancouver, British Columbia
V7X 1P4

Fax: 604 685-0395
Attention: Jason Winkler

With a copy to:

The Office of the General Counsel
30 Wellington Street West
Toronto, Ontario
M5L 1B1

Fax: 416 874-3804
Attention: Associate General Counsel

A Notice will not be effective, and may not be given, by either postal mail or email.

20.2 Change of Address: Either party may, from time to time, advise the other party by Notice of any change of address or facsimile number of the party giving such Notice and from and after the giving of such Notice, the address or facsimile number specified in the Notice will, for the purposes of this Agreement, be deemed to be the address or facsimile number of the party giving such Notice.

ARTICLE 21 FORCE MAJEURE

21.1 Definition: Force Majeure means an event or circumstance that is beyond the reasonable control of a party and that prevents or delays that party in the performance or observance of any of, or all, its obligations under this Agreement, including but not limited to:

- (a) the apprehension or outbreak of war, whether or not declared, military invasion or armed hostilities; or
- (b) the outbreak or apprehension of riot or civil insurrection or commotion; or
- (c) acts of piracy or terrorism; or
- (d) earthquake, volcanic eruption, hurricane, flooding, or severe or unusually adverse climatic conditions, or natural disasters; or
- (e) fire not caused by the wilful act of the party seeking relief under this Article 21; or
- (f) outbreak of serious disease or epidemic, quarantines or other public health emergencies;
or

- (g) acts or omissions of governmental authorities including but not limited to blockade or embargo preventing or impeding the movement of goods or persons; or
- (h) acts of God; or
- (i) computer viruses, hacker attacks and other similar activities designed to interfere with the operation of computers, networks or the Internet; or
- (j) failure, malfunction or unavailability of power, telecommunications, data communications, computer systems or software and related services,

but lack of financial capability and technological impossibility do not constitute Force Majeure and lack of labour, material or utilities does not constitute Force Majeure, unless caused by an event or circumstance that is itself Force Majeure.

21.2 Relief: If a party is prevented or delayed in performing or observing its obligations under this Agreement by Force Majeure, the time for performance of those obligations is deferred for the duration of the event or circumstance of Force Majeure, provided that SI has complied with and implemented the provisions of the Recovery Plan.

21.3 Notice: A party that is prevented or delayed by Force Majeure and that seeks relief under this Article 21 must give notice to the other party as soon as possible after the event or circumstance of Force Majeure is known to the first party, and in any event not later than fifteen (15) days after the date when that event or circumstance is known to the first party. A party that has given notice of an event or circumstance of Force Majeure will give notice to the other party of the cessation of that event or circumstance promptly after cessation is known to the first party.

21.4 Mitigation: If notice is given by either party of an event or circumstance of Force Majeure, each party will exercise reasonable efforts to avoid or minimize any delay occasioned thereby. The parties will meet promptly after any notice is given under section 21.3, and from time to time thereafter during the continuance of any event or circumstance of Force Majeure, to discuss and endeavour in good faith to agree upon measures to be taken by either or both parties to avoid, or minimize any delay, occasioned by that event or circumstance of Force Majeure.

21.5 Resumption of Performance: A party that is prevented or delayed in the performance or observance of its obligations under this Agreement by Force Majeure will resume promptly the performance and observance of those obligations after cessation of the event or circumstance of Force Majeure.

21.6 Exception: Nothing in this Article 21 will excuse any default, failure to perform or failure to comply under Article 10 or 13 or Schedule N.

ARTICLE 22 PUBLICITY AND COMMUNICATIONS

22.1 Public Announcements: SI shall, and if applicable shall cause the Approved Subcontractors to, submit to the Province all announcements, public notices and all other publicity materials (“**Publicity Materials**”) relating to this Agreement or the transactions contemplated by this Agreement, in which the Province’s name or any official mark, logo, trademark, service mark, trade name or similar proprietary rights of the Province are used, for consideration by the Province. SI shall not, and shall cause the

Approved Subcontractors not to, use such Publicity Materials without the prior approval of the Province, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, in the event of potentially negative publicity or other potential adverse media in connection with the Services or this Agreement, SI shall be entitled to respond to the same, provided that it prepares its response in consultation with the Province, including providing an advance copy of any written materials to the Province and incorporating comments of the Province where reasonable to do so. Any SI response to negative publicity or other adverse media shall not contain derogatory comments or statements regarding the Province. With respect to announcements, public notices and all other publicity materials made or produced by the Province in relation to this Agreement or the transactions contemplated by this Agreement, in which SI's name or any SI logo, trademark, service mark, trade name or similar proprietary rights are used, the Province will make every reasonable effort to obtain SI's prior approval of such materials, such approval not be unreasonably withheld or delayed, but there may be circumstances where departments or ministries of the Province not directly involved in this Agreement and the Services may release such materials without the Province's knowledge. In such event, promptly upon becoming aware of such materials having been released, the Province will notify SI and review the materials with SI. Notwithstanding the foregoing, either party may include the other's name and a factual description of the work performed under this Agreement on employee bulletin boards, in internal business planning documents, for account referral purposes, or whenever otherwise required by reason of legal, accounting or regulatory requirement.

22.2 Notice of Adverse Events: Subject to Law and confidentiality obligations to which SI may be subject or bound, SI will provide the Province with as much prior notice as is reasonable in the circumstances of any event relating to SI or any of its Affiliates that may become public knowledge or the subject of media coverage and which could reasonably be expected to reflect negatively on the Province or to otherwise adversely impact the Province or the relationship between the parties. Where it is not possible for SI to provide prior notice to the Province, SI will notify the Province as soon as possible after the occurrence of the event.

ARTICLE 23 MISCELLANEOUS

23.1 Province Obligations: 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, SI 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 rights or authority regarding legislation, regulations, policies or any other authority of the Province.

23.2 Conflicts of Interest: SI will not, and will require the SI Personnel to not, directly or indirectly engage in any activity, business or undertaking that could create a conflict of interest or perceived conflict of interest with the Province in respect of all or any part of the Services. If SI becomes aware of any act, omission or event that could be construed as creating a conflict of interest or a perceived conflict of interest in respect of all or any part of the Services, or where SI is uncertain as to whether or not a conflict of interest or a perceived conflict of interest could exist in a particular situation, SI will immediately notify the Province of the conflict or perceived conflict. SI will abide, and will require SI Personnel to abide, by any direction given by the Province in respect of any such conflict or perceived conflict, except where SI reasonably disagrees with such direction from the Province, in which case such matter will be

deemed to be a Dispute and will be resolved in accordance with the Dispute Resolution Process. If such Dispute is resolved by arbitration, then the Dispute will be determined by the arbitrator (or arbitrators) in accordance with any Province Policies or processes demonstrably utilized or held by the Province in respect of conflicts of interest. The Province retains the right to prohibit any person, (including any SI Personnel) from taking any action, delivering any Services or otherwise participating in any manner with respect to the Services or to this Agreement where the Province determines, in its sole opinion, that such Person's current or past corporate or other interests may give rise to a conflict of interest, and the decision of the Province in respect thereof will be based upon such information as the Province, in its sole discretion, determines to be relevant.

23.3 No Liens on Province Assets: SI will protect and keep free of Liens all assets provided by SI to the Province hereunder and all assets of the Province used by SI in the provision of the Services, other than interests of a lessor in any leased assets or Liens granted by any lessor in such leased assets. If any such Lien is filed, then SI will immediately notify the Province by providing a copy of the Lien claim, and will cause such Lien to be satisfied or otherwise discharged within ten (10) Business Days. If any such Lien is filed or otherwise imposed, and SI does not cause such Lien to be released and discharged within that ten (10) Business Day period, then the Province has the right, but not the obligation, to pay all sums necessary to obtain such release and discharge, or otherwise cause the Lien to be removed to the satisfaction of the Province, from funds retained from payment then due or thereafter to become due as Fees payable to SI under this Agreement.

23.4 Change of Law: SI hereby acknowledges and agrees that:

- (a) its costs involved in performing its obligations under this Agreement are, in part, based upon governmental laws, regulations and policies in force as at the Effective Date;
- (b) such governmental laws, regulations and policies are subject to change without notice;
- (c) any such change could result in a material change in SI's costs of performing its obligations under this Agreement;
- (d) any such change that has the effect of increasing SI's costs of performing its obligations under this Agreement will not affect those obligations;
- (e) such actions will not constitute expropriation or be tantamount to expropriation at domestic or international law (including, but not limited, pursuant to the *North American Free Trade Agreement*); and
- (f) such actions will not constitute grounds for asserting any other Claim whatsoever under domestic law or any Claim whatsoever under any international agreement (including, but not limited to, Chapter Eleven of the *North American Free Trade Agreement* and the *General Agreement on Trade in Services*).

23.5 Procurement: The parties hereby acknowledge and affirm that this Agreement constitutes a "procurement" by the Province as that term is utilized in the *North American Free Trade Agreement* and the *General Agreement on Trade in Services*, and consequently:

- (a) *North American Free Trade Agreement* Articles 1102, 1103, 1107, 1106(1)(b), (c), (f), and (g), and 1106(3)(a) and (b) do not apply to this Agreement, by virtue of the *North American Free Trade Agreement* Articles 1108(7)(a) and 1108(8) (b);

- (b) *North American Free Trade Agreement* Chapter Twelve does not apply to this Agreement by virtue of Article 1201(2)(c);
- (c) the Services being procured under this Agreement are services supplied in the exercise of governmental authority for purposes of the *General Agreement on Trade in Services*; and
- (d) Articles II, XVI and XVII of the *General Agreement on Trade in Services* do not apply to this Agreement because, for purposes of Article XIII of that agreement, this Agreement constitutes a procurement by a governmental agency of services being purchased for governmental purposes and not with a view to commercial resale or with a view to use in the supply of services for commercial sale.

23.6 Expenses: Each party will be responsible for and pay its respective legal, accounting and other professional costs and other expenses incurred in connection with the preparation, execution and delivery of this Agreement (including all prior steps and actions taken in respect to the RFP and the RFP Proposal), the Contract Documents and all other documents and instruments prepared, executed or delivered, or to be prepared, executed and delivered, pursuant to this Agreement.

23.7 Further Assurances: Each of the parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

23.8 Waiver: No waiver by either party of a breach or default by the other party in the observance, performance or compliance of any of its obligations under this Agreement will be effective unless it is in writing and no such waiver will be deemed or construed to be a waiver of any other breach or default. No failure or delay on the part of either party to complain of an act or failure of the other party or to declare such other party in default, irrespective of how long such failure or delay continues, will constitute a waiver by such party of any of its rights against the other party under this Agreement.

23.9 Severability: If any provision of this Agreement or the application thereof to any person or circumstance or in any jurisdiction is invalid, unenforceable or otherwise prohibited to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance or in any other jurisdiction will not be affected or impaired thereby and will be valid and enforceable to the extent permitted by Law. If any provision is determined by a court of competent jurisdiction to be unenforceable, invalid or otherwise prohibited in respect of a particular person, circumstance or jurisdiction, the parties agree to negotiate in good faith to replace that provision, but only in relation to the particular person, circumstance or jurisdiction, with a new provision that is enforceable and valid in relation to that particular person, circumstance or jurisdiction in order to give effect to the business intent of the original provision to the extent permitted by Law, and in accordance with the intent of this Agreement, and such provision shall remain unamended and continue to bind the parties in respect of all other persons, circumstances and jurisdictions.

23.10 No Third Party Beneficiaries: Nothing in this Agreement, express or implied, is intended to confer upon any person (other than the parties and their respective successors and permitted assigns), and the indemnified parties who are expressly indemnified pursuant to the provisions of this Agreement, any rights, benefits or remedies of any kind or character whatsoever, and no person will otherwise be deemed to be a third-party beneficiary under or by reason of this Agreement, unless specifically provided otherwise in this Agreement.

23.11 Time: Time will be of the essence of this Agreement. Unless expressly stated otherwise, any reference to a day, week, month, quarter or year shall be to a calendar day, week, month, quarter or year. Unless expressly stated otherwise, when calculating the period of time within which or following which any act is to be done or any step taken, the date which is the reference date for starting the calculation of such period shall be excluded and the final date for completing such act or step shall be included.

23.12 Amendments: Any alteration or amendment to the terms and conditions of this Agreement must be in writing and duly executed by both parties.

23.13 Language: The parties have agreed that this Agreement and all documents related to this Agreement will be drafted in the English language. Les parties aux présentes ont convenu que cette convention et tous les documents qui s'y rapportent soient rédigés en langue anglaise.

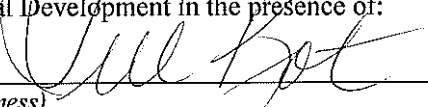
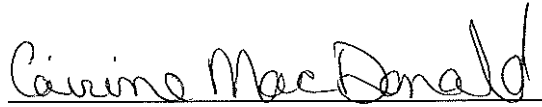
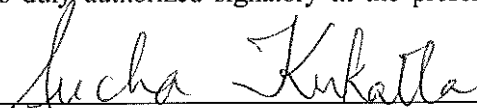
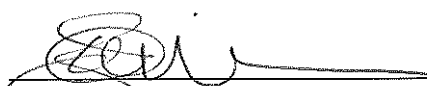
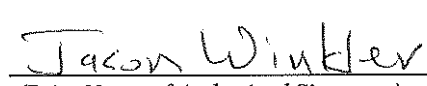
23.14 Entire Agreement: This Agreement, its Schedules and the Contract Documents constitute the entire agreement between the parties with respect to the subject matter hereof, and cancel and supersede any other prior agreements (including the GSAs), undertakings, declarations, commitments, representations, warranties, conditions, promises and understandings, whether written or oral, express or implied, statutory or otherwise between the parties with respect to the subject matter of this Agreement.

23.15 Enurement: This Agreement will enure to the benefit of and be binding upon the Province and SI and their respective successors and permitted assigns.

[Intentionally Blank]

23.16 Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same agreement. A signature delivered by facsimile shall be deemed an original signature and shall be effective upon receipt thereof by the other party.

WHEREFORE this Agreement has been duly executed as of the date first above written.

<p>SIGNED on behalf of HER MAJESTY THE) QUEEN IN RIGHT OF THE PROVINCE OF) BRITISH COLUMBIA by a duly authorized) representative of the Minister of Housing and) Social Development in the presence of:)</p> <p> _____ (Witness))</p>	<p> _____ Cairine MacDonald, Deputy Minister)</p>
<p>SIGNED on behalf of) DELOITTE INC.) by its duly authorized signatory in the presence) of:)</p> <p> _____ (Witness))</p>	<p> _____ (Signature of Authorized Signatory))</p> <p> _____ (Print Name of Authorized Signatory))</p>

SCHEDULE A

DEFINITIONS

“**Acceptance**” means, with respect to any Services or Deliverables identified in a SOW as subject to Acceptance, the acceptance of such Services or Deliverables by the Province as being in material compliance with the applicable Acceptance Criteria as determined in accordance with the Acceptance Tests, and “**Accepted**” has the corresponding meaning.

“**Acceptance Criteria**” means, with respect to any Services or Deliverables identified in a SOW as subject to Acceptance, the Specifications related thereto along with such other business, technical, operational, performance, functional and other criteria to be used in determining Acceptance for such Services or Deliverables, as documented and agreed by the parties in a SOW.

“**Acceptance Period**” means, with respect to any Service or Deliverable that is subject to Acceptance Tests, the time period for completion by the Province of the applicable Acceptance Tests as set out in the applicable SOW, or failing any such period being set out in the applicable SOW, ten (10) Business Days.

“**Acceptance Tests**” or “**Acceptance Testing**” means the procedure for determining Acceptance as set out in the applicable SOW.

“**AD Deliverables**” means the Deliverables to be created and delivered by SI to the Province through performance of the Analysis and Design Services, as set out and described in an AD SOW.

“**Additional Services**” means any Services to be performed by SI pursuant to this Agreement, which do not constitute Analysis and Design Services, Build and Implementation Services, Maintenance and Support or Change Management Services and may relate to one or more Project Phases of the ICM Project as set out in a SOW.

“**Additional Services SOW**” means a SOW for Additional Services and any related Deliverables in substantially the form and containing the terms, conditions and information set out in either Schedule F or Schedule G, as applicable.

“**AD SOW**” means a SOW for Analysis and Design Services and related Deliverables in substantially the form and containing the terms, conditions and information set out in Schedule C.

“**AD SOW Proposal**” has the meaning provided for in subsection 2.6(b).

“**Adverse Impact**” has the meaning provided for in section 4.3.

“**Affiliate**” means, with respect to any corporation, partnership or other incorporated or unincorporated organization, any person that controls, is controlled by or is under common control with such corporation, partnership or other incorporated or unincorporated organization, for the purposes of which “control” means the ability to exercise more than fifty percent of the voting shares, securities or other interests of a corporation, partnership or other incorporated or unincorporated organization, or to elect the directors or other managers of a corporation, partnership or other incorporated or unincorporated organization or to otherwise exercise control over the business and affairs of a corporation, partnership or other incorporated or unincorporated organization.

“**Agreement**” has the meaning provided for in subsection 1.2(d).

“Analysis and Design Services” means the analysis of any part of the ICM Project and the Province’s business, organizational, technical and other requirements in connection with that part of the ICM Project, the identification and planning of the BI Deliverables required to meet such requirements, the design of such BI Deliverables (including the Specifications therefor), and the preparation of a BI SOW Proposal for the Build and Implementation Services in respect of such BI Deliverables all as set out in a SOW.

“Applicable Laws” or **“Laws”** means all applicable statutes, regulations, ordinances, by-laws, rules, protocols, codes, guidelines, judgements, orders, notices, directions, decrees, treaties or other requirements of any Canadian governmental authority.

“Approved Subcontractor” means a subcontractor of SI listed in Schedule K or approved by the Province pursuant to section 14.2.

“Artefact” means any tangible or intangible product that is derived from one or more Work Products that is required to be delivered by either party under any SOW, is not itself a Deliverable, but may be a component or subset of a Deliverable or an interim deliverable, and is not subject to Acceptance Testing.

“ASI” has the meaning provided for in section 2.11.

“Assigning Party” has the meaning provided for in section 10.4.

“Assignee Party” has the meaning provided for in section 10.4.

“Assigned Intellectual Property” has the meaning provided for in section 10.4.

“BI Deliverables” means the Deliverables to be created and delivered by SI to the Province through performance of the Build and Implementation Services, as set out and described in a BI SOW.

“BI SOW” means a SOW for Build and Implementation Services and related Deliverables in substantially the form and containing the terms, conditions and information set out in Schedule D.

“BI SOW Proposal” has the meaning provided for in subsection 2.7(a).

“Budget” means a detailed budget for Analysis and Design Services and AD Deliverables included in an AD SOW pursuant to section 6.2, a detailed budget for Build and Implementation Services and BI Deliverables included in a BI SOW pursuant to section 6.3, a detailed budget for Change Management Services in a Change Management Services SOW pursuant to section 6.6 or a detailed budget for Additional Services in an Additional Services SOW pursuant to section 6.6.

“Build and Implementation Services” means all services required to be performed by SI to develop, deliver, install, implement and put into production the BI Deliverables, including the performance by SI of its obligations in respect of Acceptance Testing, and the preparation of an MS SOW Proposal for the BI Deliverables all as set out in a SOW.

“Business Day” means any day other than a Saturday, Sunday or statutory holiday in British Columbia.

“Calculation Period” has the meaning provided for in subsection 6.4(b).

“Canadian Entity” has the meaning provided for in section 13.9.

“Change” means a change to the scope of the Services or Deliverables, Key Personnel roles or to the Specifications of or Acceptance Criteria for any Services or Deliverables, excluding a SOW Change, or other change the parties agree to make subject of a Change Request.

“Change Advisory Board” means a permanent Project Working Group established pursuant to Schedule I to review and recommend technical changes in respect of the ICM System.

“Change Management Services” means any Services to be performed by SI pursuant to this Agreement, which (a) do not constitute or are not otherwise included in Analysis and Design Services, Build and Implementation Services or Maintenance and Support; (b) relate to specific change management processes including training and business process re-engineering; and (c) relate to one or more Project Phases of the ICM Project as set out in a SOW.

“Change Management Services SOW” means a SOW for Change Management Services and any related Deliverables in substantially the form and containing the terms, conditions and information set out in either Schedule F or Schedule G, as applicable.

“Change Request” means a written request for a Change made by either the Province or SI to the other.

“Change Order Process” means the process for initiating, responding to, negotiating and implementing Changes and Change Orders as set out in Article 4 and, with respect to a SOW, such additional change processes as expressly set forth in such SOW.

“Claims” means any and all claims, third party claims, counterclaims, complaints, demands, proceedings, actions, causes of action and suits, and investigations of any nature or kind whatsoever and howsoever arising, whether known or unknown, whether in law or in equity or pursuant to contract or statute, and whether in any court of law or equity or before any arbitrator or other body, board or tribunal;

“Commercially Available Software” means commercially available software provided by a person or entity other than SI or an entity directly or indirectly related to SI that is (a) approved in writing by the Province and (b) is incorporated into or otherwise forms part of a Deliverable.

“Confidential Information” means:

- (a) with respect to the Province as the Disclosing Party, any information concerning the Province and disclosed by the Province (either orally, in writing or digitally) to SI or any SI Personnel, the further disclosure of which could reasonably be expected to have an adverse impact on the Province, and any information otherwise identified by the Province as “confidential”;
- (b) with respect to SI as the Disclosing Party, any information concerning SI and disclosed by SI either in writing or digitally and marked “confidential” or disclosed by SI orally and confirmed in writing or digitally and marked “confidential” within 48 hours;

but excludes information:

- (c) which at the time of the disclosure by the Disclosing Party to the Receiving Party is publicly available, or which subsequently becomes publicly available through no act or omission of the Receiving Party;

- (d) which is lawfully and in good faith obtained by the Receiving Party from an independent third party without breach of this Agreement, as shown by documentation establishing the third party as the source of the information, and not obtained by the third party from the Disclosing Party;
- (e) which the Receiving Party can establish, by written record or other tangible evidence, was in its possession prior to disclosure of that information by the Disclosing Party to the Receiving Party; or
- (f) which is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information;

and without limiting the generality of the foregoing, the Province Intellectual Property and Deliverables other than SI Included Intellectual Property and Third Party Intellectual Property will be Confidential Information of the Province and the SI Intellectual Property and SI Included Intellectual Property will be Confidential Information of SI.

“Contingency” has the meaning provided for in subsection 6.3(a).

“Continuous Improvement” has the meaning provided for in Schedule J.

“Contract Documents” means all SOWs and all other documents that are incorporated into or form part of this Agreement, whether by attachment or reference, and, where the context requires, includes this Agreement.

“CPPM” means the Province's Core Policy and Procedure Manual, as it exists on the date hereof at www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/CPMtoc.htm, together with any updates or amendments thereto notice of which has been given by the Province to SI.

“Cumulative Acceptance Test” means an Acceptance Test for the Final BI Deliverables in order to determine whether all such Deliverables and the ICM System conform to the Acceptance Criteria.

“Dedicated Assets” means tangible assets and equipment, excluding Software, that are used by SI solely for the performance of the Services.

“Deficiency” means any failure by SI to comply with any obligation under this Agreement, any Applicable Law or any policy or requirement of the Province with which SI is required to comply under this Agreement, including any failure by SI to properly record or report any information or data relevant to this Agreement, as a result of the acts or omissions of SI or of any person for whom SI is responsible at law or pursuant to the terms of this Agreement.

“Deliverable” means any item required to be delivered by SI to the Province as set out in a SOW pursuant to this Agreement, including the AD Deliverables and the BI Deliverables.

“Demobilization Costs” means the actual out-of-pocket costs reasonably incurred by SI in connection with demobilization, relocation and termination of SI Personnel primarily dedicated to (i) the performance of the Services at the time of termination of this Agreement pursuant to subsection 16.5(a) or section 16.7, or (ii) the performance of the Services under a Terminated SOW at the time of termination of the Terminated SOW pursuant to subsection 16.5(b) or section 16.7.

“Designated SOW Arbitrator” means the arbitrator selected from the list of arbitrators set forth in Schedule U, selecting from the beginning of the list and moving to the end of the list, as such selection is made pursuant to Schedule T, and as such list set forth in Schedule U may be amended or updated from time to time by written agreement of the parties, and where no Persons are available from the list set forth in Schedule U and the parties cannot agree upon a Person, such Person as designated by the British Columbia Arbitration and Mediation Institute or its successor organization in British Columbia.

“Disclosing Party” means the party disclosing its Confidential Information to the other party.

“Dispute” means any dispute arising from, connected with or relating to this Agreement (including any SOW entered into hereunder), the subject matter of this Agreement, the performance of this Agreement, the termination of this Agreement, any legal relationship associated with or derived from this Agreement, or any other matter relating to the validity, scope, meaning, construction, interpretation or application of this Agreement or any provision hereof.

“Dispute Resolution Process” means the general process for resolving Disputes as set out in sections 18.2 and 18.4 and the special process for resolving SOW Disputes as set out in Schedule T.

“Disputed Amount” has the meaning provided for in section 6.12(a).

“Documentation” means, with respect to any Deliverable identified in a SOW as requiring documentation, both collectively and individually as the context may require, all manuals and other documentation regarding the capabilities, implementation, installation, operation, application, use or method of performance of that which is being documented, including, as applicable and available, user manuals, process maps, functional specifications, technical specifications, systems operations manuals, console operations manuals, linking instructions, error logs and reports, scripts, forms, templates, course materials, training materials, and other manuals and reports, whether in printed or electronic format.

“Effective Date” means the date set out at the beginning of this Agreement.

“EVD Methodology” means SI’s enterprise value delivery methodology, as described in this Agreement (including Schedule B).

“Expenses” has the meaning provided for in section 6.8.

“External Personnel” means individuals acting on behalf of an Approved Subcontractor, including employees, consultants, individual independent contractors, officers, directors, volunteers and agents of the Approved Subcontractor.

“FAA” has the meaning provided for in subsection 6.16(a).

“Fee Cap” has the meaning provided for in subsection 6.6(a)(i).

“Fees” means any fees payable by the Province to SI under this Agreement.

“Final Acceptance” means Acceptance of the Final BI Deliverables pursuant to the applicable Cumulative Acceptance Test.

“Final Acceptance Payment” has the meaning provided for in subsection 6.3(e)(i).

“Final Acceptance Period” means, with respect to the Cumulative Acceptance Tests for all Services or Deliverables included in a BI SOW, the time period for completion by the Province of the Cumulative Acceptance Tests as set out in the BI SOW, or failing any such period being set out in the applicable SOW, thirty (30) Business Days.

“Final BI Deliverables” means the BI Deliverables that describe the final Software Deliverables and any associated Documentation for the ICM System as specified in a BI SOW;

“First GSA” has the meaning provided for in section 2.10(a).

“FOI Legislation” means the *Freedom of Information and Protection of Privacy Act*, the *Personal Information Protection Act* and the equivalent Canadian federal legislation, if applicable.

“Force Majeure” has the meaning provided for in section 21.1.

“GAAP” means generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants (or any applicable successor institute thereto) as at the date on which such calculation is made or required to be made, consistently applied.

“Go-Live Date” means the date on which the Final BI Deliverables as a whole are placed into Productive Use.

“Governance Process” means the communication channels and processes set out in Schedule I.

“GSAs” has the meaning provided for in section 2.10(a).

“Harmonized Sales Tax” means harmonized federal and British Columbia provincial sales taxes under one administration pursuant to tax coordination agreements between the Governments of Canada and British Columbia.

“ICM Project” has the meaning set out in the RFP.

“ICM Project Books and Records” means books, records, reports, documents, maps, drawings, correspondence, system logs, system development records, detailed time reports, accounts, invoices, backup data (including original source documents) and other similar documents, images, writings or information by any means whether graphic, electronic, audio, mechanical or otherwise of SI relating to the ICM Project.

“ICM System” means initial Final BI Deliverables contemplated in the initial BI SOW as such Deliverables are enhanced and modified, or contemplated to be enhanced or modified, by any other SOW hereunder.

“Implementation Approach” means the plan and schedule for the performance by the parties of their respective obligations under a SOW or in respect of any Project Phase or the ICM Project, as agreed between the parties in a SOW.

“Index” means the Vancouver All Items Consumer Price Index published by Statistics Canada.

“Infringement Claim” has the meaning provided for in section 11.1(b).

“Initial Term” has the meaning provided for in section 16.1.

“Insolvency Event” means any of the following events:

- (a) an order is made, a resolution is passed or a petition is filed, for the liquidation or winding up of a person;
- (b) a person becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (c) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by, a person;
- (d) a voluntary or involuntary case is commenced in respect of a person by the filing of a petition with the bankruptcy court under the United States *Bankruptcy Code* (U.S.C. Sections 301 and 303);
- (e) a compromise or arrangement is proposed in respect of a person under the *Companies’ Creditors Arrangement Act* (Canada);
- (f) a debtor or any party in interest files a plan of reorganization in respect of a person under the United States *Bankruptcy Code* (U.S.C. Sections 1121 and 1123);
- (g) a receiver or receiver-manager of any property of a person is appointed; or
- (h) a person ceases to carry on business as a going concern, except where such person is a party to this Agreement and has assigned this Agreement in accordance with Article 17.

“Intellectual Property” means discoveries, research, developments, designs, improvements, innovations, inventions, software, computer programs and code of all types, layouts, interfaces, applications, tools, databases, hardware, methods, concepts, processes, works subject to copyright, and other technologies, works and creations now existing or developed in the future, whether or not registered or registrable, patentable or non-patentable, or confidential or non-confidential.

“Intellectual Property Rights” means all intellectual property rights of any kind whatsoever, whether or not registered or registrable, including copyright, patents and patent applications, database rights, rights in respect of trademarks, trade secrets and confidential information, and all applications, registrations, renewals, extensions, continuations, divisions, reissues, and restorations relating to any such rights (where applicable) now or hereafter in force and effect throughout all or any part of the universe.

“Joint Executive Committee” has the meaning provided for in Schedule I.

“Joint Operations Committee” has the meaning provided for in Schedule I.

“Key Personnel” means SI Employees listed in Schedule K under the heading “Key Personnel” and SI Employees identified in each SOW as “Key Personnel” and any other SI Employees who replace any such SI Employees in accordance with section 3.8.

“Key Subcontractors” has the meaning provided for in section 17.2(e).

“License” means the license granted by SI to the Province pursuant to: (i) section 10.8; and (ii) if applicable, subsection 10.10(a).

“License Default” has the meaning provided for in section 16.8.

“Liens” means any and all liens, claims, liabilities, security interests, encumbrances, pledges, mortgages or charges of any kind whatsoever.

“Line Item Budget Amount” means the amount of effort and cost, calculated using the TM Rates for each Service and Deliverable in an AD SOW or a BI SOW.

“Losses” means any and all damages, liabilities, obligations, losses, deficiencies, penalties, interest, assessments, charges, costs and expenses, including without limitation legal fees and disbursements, and court costs.

“Maintenance and Support” means the maintenance and support services as set out and described in the MS SOW in effect under this Agreement at any time and from time to time.

“Major SOW Change” has the meaning provided for in Schedule R.

“Mandatory Change” means a Change that has been designated by the Province as a Mandatory Change to be subject to the modifications to the Change Order Process set out in section 4.4.

“Mandatory Change Proposal” has the meaning provided for in section 4.4(c)(i).

“Mandatory Change Request” has the meaning provided for in section 4.4(b).

“Milestone Payment” means a payment of Fees upon achievement of a milestone set out in a SOW.

“Ministry” means a ministry of Her Majesty the Queen in Right of the Province of British Columbia.

“Modification” means all corrections, modifications, enhancements, improvements, supplements, customizations or derivative works.

“Modify” means to make a Modification.

“Monthly MS Fee” has the meaning provided for in section 2.8(b)(i).

“MS SOW” means a SOW for Maintenance and Support in substantially the form and containing the terms, conditions and information set out in Schedule E.

“MS SOW Proposal” has the meaning provided for in subsection 2.8(a).

“New Intellectual Property” means all Intellectual Property created or acquired pursuant to this Agreement, including all Intellectual Property Rights therein, but excluding Modifications to Province Owned Intellectual Property, Province Licensed Intellectual Property, SI Owned Intellectual Property, SI Licensed Intellectual Property and Third Party Intellectual Property.

“Notice” has the meaning provided for in section 20.1.

“Notice of Arbitration” has the meaning provided for in section 6.12(c)(i)(A).

“Oracle Software” means the integrated case management software licensed by the Province from Oracle Corporation Canada Inc., as listed in the RFP.

“Originating Committee” has the meaning provided for in Schedule I.

“Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (US PATRIOT ACT) Act of 2001.

“Payment Dispute” has the meaning provided for in section 6.12(a).

“Payment Dispute Threshold” has the meaning provided for in section 6.12(c)(ii).

“Periodic Minimum Payment” means an amount specified in Schedule K or a SOW as the Periodic Minimum Payment applicable to a Key Personnel.

“Person” means any individual, partnership, limited partnership, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.

“Personal Information” has the meaning provided for in Schedule N.

“PMP Payment” has the meaning provided for in subsection 6.4(c).

“Privacy Obligations” means the obligations of SI and the SI Personnel in respect of Personal Information as set out in Article 13 and Schedule N.

“Productive Use” means use for the first time of any Technical Deliverable, Software or the ICM System as a whole in a live, productive environment.

“Project Executive” and **“Project Executives”** means the executive leads for each of the parties relating to the ICM Project, as designated in writing by each party.

“Project Phase” has the meaning provided for in section 2.4.

“Project Working Group” has the meaning provided for in Schedule I.

“Proposal” has the meaning provided for in section 4.2(b).

“Province Contract Manager” means the person designated by the Province as the Province’s Contract Manager pursuant to section 3.15.

“Province Entities” means (i) Her Majesty the Queen in Right of the Province of British Columbia, (ii) any government, ministry, department, public sector or Crown entity, body or authority of the Province of British Columbia, and (iii) Crown corporations or agencies that are owned directly or indirectly by the Province, and all other levels of government within British Columbia including, without limitation, all municipalities, cities, towns, counties or other political jurisdictions of British Columbia, or any agency, board, council, department, authority, tribunal or commission of the Province or of any of the foregoing, and includes any universities, colleges, schools, school boards, hospitals and health authorities in British Columbia.

“Province Included Intellectual Property” means Province Intellectual Property directly required by SI and made available by the Province to SI for the purposes of delivering the Services hereunder.

“Province Indemnified Parties” means the Province, all Province Entities and all Province Personnel.

“Province Intellectual Property” means the Province Owned Intellectual Property and the Province Licensed Intellectual Property.

“Province Licensed Intellectual Property” means Third Party Intellectual Property used by the Province under license (directly or indirectly by sublicense) from the owner thereof, including the Oracle Software, but excluding any SI Intellectual Property.

“Province Modifications” means Modifications to any Province Owned Intellectual Property or Province Licensed Intellectual Property, but excluding any SI Included Intellectual Property that forms part of any such Modification.

“Province Owned Intellectual Property” means: (i) all Intellectual Property developed or owned by the Province prior to the Term or during the Term but outside of this Agreement; (ii) all New Intellectual Property; (iii) all Province Modifications; and (iv) all Intellectual Property Rights in any and all of the foregoing.

“Province Personnel” means an employee, contractor, consultant, officer, director or agent of the Province that is employed within, or retained to perform services for the benefit of, the Province, excluding SI and any SI Personnel.

“Province Policies” means policies of the Province in effect at any time and from time to time, that are applicable to the Services, and which are referred to in this Agreement or in respect of which the Province has given SI notice in writing under this Agreement.

“Province Standards” means standards of the Province in effect at any time and from time to time, that are applicable to the Services, and which are referred to in the Agreement or any SOW or in respect of which the Province has given SI notice in writing under the Agreement, including: (i) the Province Technical Change Control Standards; (ii) ICM Project standards for email, collaboration and document management; (iii) Province and ICM Project standards for the naming, filing and retention of deliverables, work products and artefacts; and (iv) Province and ICM Project standards for security in project systems and other environments.

“Province Systems” means the hardware, communications infrastructure, operating system software and data base management software on which or in association with which the Software is to be installed and operated, whether provided by the Province or a service provider retained by the Province for the supply and operation of such hardware, communications infrastructure and software, including SPAN BC.

“Province Technical Change Control Standards” means technical change control standards developed and published by the Province and designated by the Province as applying to the ICM Project, which standards will include: (i) the defined scope of technical change management, which will include changes to Software, hardware, data, networks and application configuration; (ii) responsibilities and authorities of all parties involved in technical change management; (iii) processes for submitting, approving and scheduling technical changes; (iv) composition and operation of a Change Advisory Board; and (v) change control logs and other record keeping requirements.

“Publicity Materials” has the meaning provided for in section 22.1.

“Rate Schedule” has the meaning provided for in Schedule L.

“Receiving Party” means the party receiving Confidential Information from the other party.

“Relocated Employee” has the meaning provided for in Schedule L.

“Recovery Plan” means SI’s plan: (i) to prevent, respond to and mitigate the effects of events of Force Majeure that may affect the Services; and (ii) for the continuity of the Services.

“Regular SOW Change” has the meaning provided for in Schedule R.

“Relationship Sponsors” has the meaning provided for in Schedule I.

“Renewal Term” has the meaning provided for in section 16.2.

“Revised AD SOW” has the meaning provided for in section 2.6(d).

“Revised BI SOW” has the meaning provided for in section 2.7(c).

“Revised MS SOW” has the meaning provided for in section 2.8(d).

“Revised SOW” has the meaning provided for in section 2.9(e).

“RFP” has the meaning provided for in Recital A to this Agreement.

“RFP Proposal” has the meaning provided for in Recital B of this Agreement.

“Road Map” means developed and maintained in accordance with section 2.3, the initial form of which is attached hereto as Schedule P.

“Second GSA” has the meaning provided for in section 2.10(a).

“Service Interruption” means any event, whether anticipated or unanticipated, including an event of Force Majeure, that has the potential to have a material impact on SI’s ability to provide any material part of the Services for any material period of time.

“Service Locations” has the meaning provided for in section 13.12.

“Services” means the services to be performed by SI pursuant to this Agreement, including the Analysis and Design Services, Build and Implementation Services, Maintenance and Support, Change Management Services and Additional Services.

“SI Account Manager” means the SI Employee appointed by SI as the SI Account Manager in accordance with section 3.6.

“SI Affiliate” means and Affiliate of SI.

“SI Contract Manager” means the SI Employee appointed by SI as the SI Contract Manager in accordance with section 3.7.

“SI Employees” means individuals acting on behalf of SI, including employees, consultants, individual independent contractors, officers, directors, volunteers and agents of SI.

“SI Included Intellectual Property” means any SI Intellectual Property that is incorporated, embedded or otherwise included in the ICM System, any Deliverable or any Province Intellectual Property.

“SI Intellectual Property” means SI Owned Intellectual Property and SI Licensed Intellectual Property.

“SI Licensed Intellectual Property” means Third Party Intellectual Property used by SI under license (directly or indirectly by sublicense) from the owner thereof.

“SI Modifications” means Modifications to any SI Owned Intellectual Property or SI Licensed Intellectual Property, other than Modifications made by or for the Province that the Province is entitled to own pursuant to section 10.11.

“SI Owned Intellectual Property” means (i) all Intellectual Property developed or owned by SI or an SI Affiliate prior to the Term or during the Term but outside of this Agreement; (ii) all SI Modifications; and (iii) all Intellectual Property Rights in any and all of the foregoing.

“SI Personnel” means, as the context may require, SI Employees, Approved Subcontractors and External Personnel collectively, or any one of them.

“SI Software” means software owned by SI or an SI Affiliate and licensed to the Province pursuant to this Agreement as set out in a SOW or in any Change that becomes effective pursuant to subsection 4.2(f) or 4.2(g) and for greater certainty does not include Oracle Software.

“SI Software Tools” has the meaning provided for in section 17.2(g).

“SI US” means Deloitte Consulting LLP (Deloitte US).

“SISA” means the main body of this Agreement titled “Systems Integration Services Agreement”, which does not include the Schedules attached thereto.

“Software” means the Oracle Software, SI Software and the Third Party Software.

“Software Deliverable” means any Deliverable that consists of computer software.

“Source Code” means, with respect to any SI Software, a complete copy of the source code for that SI Software and a configuration file defining the location of the source files, how they are to be compiled and linked to create the executable version of the SI Software, and which automatically performs tasks necessary to rebuild the SI Software when a competent software scientist modifies code.

“SOW” means any one of an AD SOW, BI SOW, MS SOW, Change Management Services SOW or Additional Services SOW, as the context may require.

“SOW Change” as the meaning provided for in Schedule R.

“SOW Change Proposal” as the meaning provided for in Schedule R.

“SOW Change Request” as the meaning provided for in Schedule R.

“SOW Dispute” means any dispute arising from or relating specifically to a SOW (including any appendices attached to the SOW), including the subject matter of the SOW, the performance of the SOW and any other matter relating to the scope, testing, meaning, construction, interpretation or application of the SOW or any provision thereof.

“SOW Project Plan” has the meaning provided for in Schedule V.

“SOW Proposal” has the meaning provided for in section 2.9(b).

“Specifications” means the specifications, including the functional, operational, performance and other criteria, for Deliverables as set out in SOWs and for the Final BI Deliverables as set out in a BI SOW.

“Standards of Conduct” means the Province’s Standards of Conduct Manual, as it exists on the date hereof at www.bcpublicservice.ca/policies/Directives/5-8/05-4soc.htm, together with any updates or amendments thereto notice of which has been given by the Province to SI.

“Subcontract” means a contract entered into between SI and an Approved Subcontractor.

“TM Rates” means the time and materials rates for SI Personnel in effect at any time and from time to time under this Agreement, as set out in Schedule L, and subject to adjustment pursuant to section 16.2.

“Taxes” any and all taxes, fees, levies, or other assessments, including federal, state, local, or foreign income, capital, profits, excise, real or personal property, sales (including PST), withholding, social security, occupation, use, services, value added (and for greater clarification, including GST and PST), license, net worth, payroll, franchise, severance, stamp, transfer, registration, premium, windfall, environmental, customs duties, unemployment, disability, or any similar taxes imposed by any taxing authority together with any interest, penalties or additions to tax and additional amounts imposed with respect thereto (including any fee or assessment or other charge in the nature of or in lieu of any tax) in each case, whether imposed by law or otherwise, and any liability in respect of any tax as a result of being a member of any affiliated, consolidated, combined, unitary or similar group.

“Technical Deliverable” means a Deliverable that is not a Software Deliverable but for which Specifications are set out in the SOW pursuant to which that Deliverable is delivered.

“Temporarily Inactive” has the meaning provided for in section 3.9.

“Term” means the Initial Term and any Renewal Terms.

“Terminated SIIP” has the meaning provided for in section 16.11(i)(i).

“Terminated Services” means (i) if this Agreement has expired or been terminated, all Services being provided under this Agreement on the Termination Date, or (ii) if a SOW has been terminated, all Services being provided under the Terminated SOW on the Termination Date.

“Terminated SOW” means a SOW that has been terminated in accordance with this Agreement (other than by completion and Acceptance of all Services and Deliverables included in that SOW), either individually or upon the termination or expiry of this Agreement.

“Termination Assistance Period” has the meaning provided for in section 17.1.

“Termination Assistance Plan” has the meaning provided for in section 17.3.

“Termination Date” means the effective date of the expiry or earlier termination of this Agreement.

“Termination Services” has the meaning provided for in section 17.2.

“Third Party Claims and Losses” and **“Third Party Claim or Loss”** has the meaning provided for in section 11.4(a).

“Third Party Intellectual Property” means all Intellectual Property owned by a person other than the Province, SI or an SI Affiliate, including all Intellectual Property Rights therein.

“Third Party Licensors” means the licensors of any Third Party Intellectual Property, including Third Party Software.

“Third Party Software” means the software other than the SI Software for which the Province is purchasing licenses from SI pursuant to this Agreement as set out in a SOW or in any Change that becomes effective pursuant to subsection 4.2(f) or 4.2(g).

“Total Budget Amount” means the total effort and cost, calculated at TM Rates, for all Services and Deliverables included in an AD SOW, BI SOW, Change Management Services SOW or Additional Services SOW, and equal to all Line Item Budget Amounts. For greater clarity, the Total Budget Amount in a BI SOW does not include the Contingency and the Total Budget Amount in a Change Management Services SOW or an Additional Services SOW does not include the Fee Cap.

“Treasury Board” has the meaning given to it in the FAA.

“Trust Rights” has the meaning provided for in section 10.4.

“Use” means to load, transmit, access, execute, use, store and display.

“Vendor Management Office” means an office established by the Province for the purposes of managing this Agreement and the ICM Project related hereto, as the Province notifies SI in writing of the particulars related thereto and as such office shall be operated by the Province’s Project Executive.

“Work in Progress” means all fully completed Deliverables that have not been Accepted and all partially completed Deliverables in existence on the Termination Date (including Source Code as required under section 10.9), and all documentation, designs and other materials necessary for the completion of or otherwise relating to such Deliverables.

“Work Product” means any task or information that is an input into the creation of an Artefact, including, for example, a workshop to collect information from users. For greater certainty, Work Products are not subject to Acceptance Testing.

SCHEDULE B

SERVICES

This Schedule sets out a general description of the Services to be provided by SI under this Agreement. If there is any conflict or inconsistency between the provisions of this Schedule (including the Service descriptions) and the provisions of the SISA or any SOW, the provisions of the SISA or SOW, as the case may be, will govern and prevail.

The table below identifies each of the main categories of Services to be provided by SI:

#	Service Categories
1.	Project Management Services
2.	Change Management and Communications Services
3.	Business and Technical Requirements Definition Services
4.	Business Process Re-engineering Services
5.	Planning and Design Services
6.	Configuration, Extensions and Customization Services
7.	Testing Services
8.	Integration Services
9.	Data Conversion Services
10.	Training Services
11.	Knowledge Transfer Services
12.	Post-Implementation and Support Services
13.	Transition Services

Each of the above listed categories of Services is described in further detail below in this Schedule.

1. Project Management Services

The project management services to be provided by SI will utilize the project management thread of the EVD Methodology.

The EVD Methodology has been built and improved on methodologies such as Oracle's application implementation methodology and the Project Management Institutes' Body of Knowledge which are accepted industry wide. The EVD Methodology for Oracle/Siebel is an integrated, value-driven approach aimed at facilitating delivery across multiple components of a transformation.

This section provides an overview of the project management services to be provided by SI and the project management thread of the EVD Methodology. However, more specific general project management services to be provided by SI are set out in Schedule V to this Agreement.

As part of the project management services, SI will provide the infrastructure and tools for planning, integrating and managing the ICM Project and will be responsible for work/project plan creation, issue management, financials, communications, quality and change control. The objective of these Services is to manage Province expectations regarding the approved scope, budget and timeline.

Built on the widely accepted Project Management Institutes' Body of Knowledge, the project management service thread in the EVD Methodology includes both concepts and leading practices common in the field of IT project management, but also specific content relevant to the implementation of enterprise applications such as Siebel. This method is scalable and flexible; it can be integrated into existing methods in whole or in part to address relevant project management issues and reflects the phased workflow process of project management. Utilizing the project management thread of the EVD Methodology has the following benefits:

- Project managers see the “big” picture by integrating all work streams;
- Work is accelerated;
- Consistent approach and common language are enforced;
- Deliverable templates and tools are included;
- Quality and risk management are incorporated, making it easier to improve quality and reduce risk of project deliverables; and
- Both projects and programs can be managed.

Key subject areas of SI's project management methodology are described in the table below.

Subject Area	Description
Manage Organization	Verifies the effective use of the resources involved in the project, including project stakeholders. It employs organizational strategy development, planning, staff acquisition, and team development activities.
Manage Logistics	Verifies that a comprehensive strategy and plan are implemented to prepare and maintain the technical and physical project environment, including identification of both physical and technical requirements. These activities verify effective integration and required productivity of resources.
Manage Communications	Verifies the timely and appropriate generation, collection, dissemination, and nature of project information. It employs communications planning, information distribution, performance reporting, monitoring, and administrative closure activities.
Manage Procurement	Employs the processes necessary to acquire goods and services from outside the organization. The processes include procurement planning, solicitation planning, solicitation, source selection, contract administration, and contract closeout.

Subject Area	Description
Manage Work/Project Plan	Verifies the timely completion of the project through activity definition, activity sequencing, activity duration estimating, schedule development, and schedule control.
Manage Financials	Verifies that the project is completed within the approved budget through resource planning, cost estimating, cost budgeting, and cost control processes. Verifies that billing and collection periods and activities are monitored and controlled.
Manage Risk/Issues	Identifies, analyzes, and responds to project risks. It includes maximizing the results of positive events and minimizing the consequences of adverse events through risk identification, risk quantification, risk response development, and risk response control. Also verifies that issues that develop during the project are identified, addressed, and resolved in an expedient and diplomatic manner.
Manage Scope/Change	Verifies that the project includes the required work to successfully complete the project and that critical changes are managed and properly communicated to affected stakeholders. This module is primarily concerned with defining and controlling the project, tracking, modifying, and controlling the steps for realizing the anticipated project benefits, and providing a structure to manage change.
Manage Quality	Verifies that the project satisfies the needs for which it was undertaken, including identifying quality standards, evaluating overall project performance, and monitoring specific project results to eliminate the causes of unsatisfactory performance.
Manage Integration	Verifies that the various elements of a project are coordinated so that deadlines are met, duplicative work is eliminated, resources are maximized, and deliverables are of high quality. It requires negotiating tradeoffs between competing objectives and alternatives in order to meet stakeholders' needs and expectations.

2. Change Management and Communications Services

The people dimension is a key driver to business benefit realization for the Province and a significant integral component of the ICM Project. SI recognizes that the ICM Project will not only be driven by the technical solution alone, but by a careful and considered engagement with all relevant stakeholders.

As part of the change management and communications services to be provided by SI, SI will proactively work with the Province to develop a comprehensive change management, training and communications program to build a firm foundation for change, proactively manage complex organizational and people issues, and create repeatable actionable steps to sustain the change.

The change management and communications services to be provided by SI in respect of the ICM Project will utilize the change management and communications methods of the EVD Methodology. These methods of the EVD Methodology allow organizations, such as the Province, to build the vision and develop the momentum for change. Going forward, these methods provide organizations with the capabilities and continued motivation for change so as to result in deep seated and cultural change.

This methodology also provides a set of tools and methods that are designed to help an organization understand and tackle the changes associated with the implementation. This methodology has the following four main areas of focus:

- Change Readiness:

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- Leadership:

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- Communication:

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- Stakeholder Enrolment:

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3. Business and Technical Requirements Definition Services

The identification of business and technical requirements, the processes associated with them, and the Software and organizational ramifications of implementing them is paramount to the value derived from the implementation. SI will conduct a Software gap analysis to validate the business requirements against the functionality of the Software package for the ICM System so that gaps can be appropriately resolved.

For the ICM Project, SI will leverage the EVD Methodology to assist the Province and SI to develop the business and technical requirements for the ICM System. SI's tools will allow SI and the Province to share a mutual understanding of the requirements and the potential gaps identified. This approach, combined with SI's experience with Siebel CRM, public sector and social services implementations will be leveraged to determine that common issues with requirements definition do not become roadblocks and critical requirements are not overlooked.

SI's objective is to further define the business requirements that were identified in the conceptual design. In essence, the conceptual design and business case are aligned and synthesized to produce a collection of business requirements that will facilitate the work involved in designing, building, testing, and implementing the business processes.

From a technical requirements perspective, SI will document all required technical changes that need to be applied to the standard Software applications in order to satisfy the business requirements or identify the gaps between the functionality of the Software and the business requirements, as well as support the to-be process.

(a) Business Requirements

The objectives of the business requirements definition stage are to elaborate the business requirements. SI will align and synthesize the vision and planning stage outputs to produce a collection of business requirements, within the defined process scope, that will facilitate the work involved in designing, building, testing, and implementing the business processes. This extraction and synthesis of business requirements is based on contributions from the Province and key project stakeholders about their business requirements.

These business requirements are then refined and detailed as part of the joint application design process – planning and design services. The business requirements are then grouped by major business processes as an input into the technical requirements definition stage.

(b) Technical Requirements

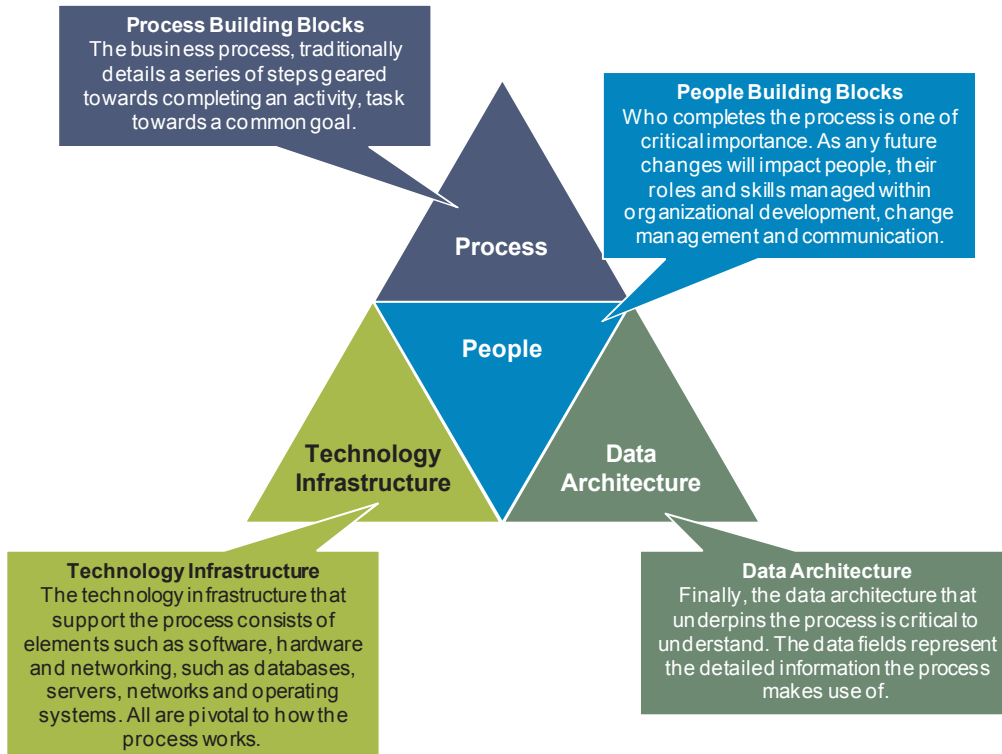
The objectives of the technical requirements definition stage are to document the technical requirements detailing all required technical changes that need to be applied to the standard commercial, off-the-shelf products to be used in the ICM Project, namely Siebel, Haley Rules OBIEE, Stellent Document Management and Web/Portal, in order to satisfy the business requirements, as well as support the to-be process.

The technical requirements are a set of Deliverables that take business requirements as inputs, engages applicable technical architects, applicable application developers, and business functional owners and results in the following components:

- Technical requirements approach;
- Entity relationship diagram (ERD);
- Specific technical requirements;
- Batch integration technical requirements;
- Real-time integration technical requirements; and
- Reporting technical requirements.

4. Business Process Re-engineering Services

The following diagram represents the building block approach SI will follow in performing business process re-engineering services:



BC_ICM-193a

SI Business Process Building Blocks are a Fundamental Component to SI's Process Redesign Successes

The business process re-engineering services to be provided by SI in respect of the ICM Project will utilize the business process re-engineering thread of the EVD Methodology. The business process re-engineering thread of the EVD Methodology is based on SI's experience of implementing large scale package solutions in organizations across North America and is predicated around five stages with clear activities, input requirements and deliverables within each stage. Each stage will include clear deliverables and management check-points to provide for necessary validation and communication. The stages are shown in the following diagram:



BC_ICM-170a

BPR Stages

5. Planning and Design Services

Planning and design plays a critical part in the ICM Project as it sets the foundation for system configuration, development, and deployment. SI's guiding strategy in planning and design is to:

- obtain a thorough understanding of the Province's needs;
- prioritize business requirements;

- set up realistic timeline;
- allocate appropriate resources;
- evaluate trade-offs of various design options; and
- reach a solid design with buy-in from all stakeholders in the Province.

The planning and design services to be provided by SI will be based on the planning and design thread of the EVD Methodology. The EVD Methodology incorporates several guiding principles on planning and design for solutions utilizing the commercial off-the-shelf applications, such as:

- Customization will only occur after configuration options are exhausted;
- Emphasis on system stability and performance to improve end-user buy-in; and
- Changing business processes to align to leading practices inherent in the commercial off-the-shelf applications.

(a) Planning

The objectives of the planning stage cover the overall ICM Project implementation, resource planning and the initial details for tasks in the high-level project implementation plans. SI will provide initial project team training to give the project team a foundation in the applicable Software package and the implementation method. SI will also implement processes for project monitoring and governance. These processes include guidelines for status reporting, issue tracking and resolution, scope management, and quality assurance.

SI will apply the following project milestones for the planning stage of the ICM Project unless otherwise directed by the Province or specified in a SOW with respect to a particular Project Phase:

- The value delivery roadmap is developed;
- High-level implementation project plans are updated;
- The project scope is updated;
- The security and controls scope and approach are developed;
- The end-user learning strategy is developed;
- The capability transfer strategy and plan is developed;
- The project team tracking strategy is developed;
- IT software development is planned;
- The IT conceptual architecture is defined;
- The application support scope is defined;
- The support organization is assessed; and
- The process scope is defined.

(b) Design

The objective of the design stage is to create a detailed design including defining key requirements, evaluating Software gap analysis results and Software prototyping efforts. Key components of this stage include business process design, Software functionality disposition and an understanding of the potential changes to the organization and related job-design requirements. During this stage, SI will assist the Province to develop a common, detailed understanding of how to operate its business using the ICM System. SI will ensure that the base technology infrastructure is also maintained as part of the prototype environment to support the process design effort.

SI will apply the following project milestones for the design stage of the ICM Project unless otherwise directed by the Province or specified in a SOW with respect to a particular Project Phase:

- The security and controls framework is defined;
- The security design is developed;
- The change readiness scorecard is developed;
- The change impact summary is developed;
- The stakeholder action plan is developed;
- The IT technical architecture is designed; and
- The support statement of work is finalized.

6. Configuration, Extensions and Customization Services

Configuration, extension and customization are the core processes for translating the business and technical requirements into the finished ICM System. There is an ongoing need to balance configuration, extension and customization to account for business needs, system upgradability, system performance and scalability. In addition, SI will document all of the ICM System configurations and customizations to allow for knowledge transfer to the Province or any Province-designated support vendor.

The configuration, customization and extension services to be provided by SI will be based on the configuration, customization and extension thread of the EVD Methodology.

The objectives of the configuration, extensions and customization services are to implement the business and technical requirements that were defined in the design stage so as to increase the business improvements while minimizing the training complexity. SI will map the Province's business and technical requirements to the ICM System in order to identify all the configurations, extensions and customizations that will be required. The nature of this specific task will necessarily differ for phases subsequent to Project Phase 1 because of the foundation documentation that the Province has already prepared for Project Phase 1.

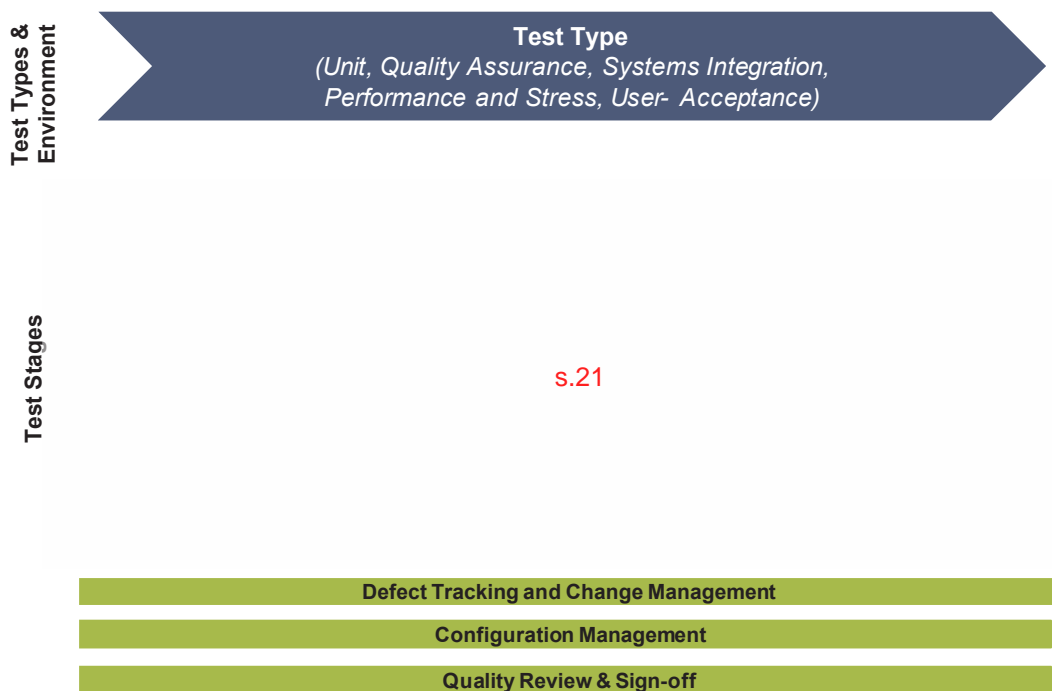
Then SI will: (a) configure, customize, extend and prepare the ICM System for user-acceptance testing and training; (b) develop and test interfaces, reports, and conversions; (c) create security profiles; (d) establish testing, training, and production environments to prepare for cutover to

production business operations; and (e) plan operations for ICM System integration, performance testing, and user acceptance.

7. Testing Services

Testing plays a crucial part in the validation of any system. The guiding strategy in testing any business process is centered on categorizing and prioritizing the critical components to be tested, as well as the types and number of tests to perform. By categorizing and prioritizing, the overriding goal of testing is to find and fix the most severe testing issues early in the process, thus providing for a more stable business process through each stage of testing.

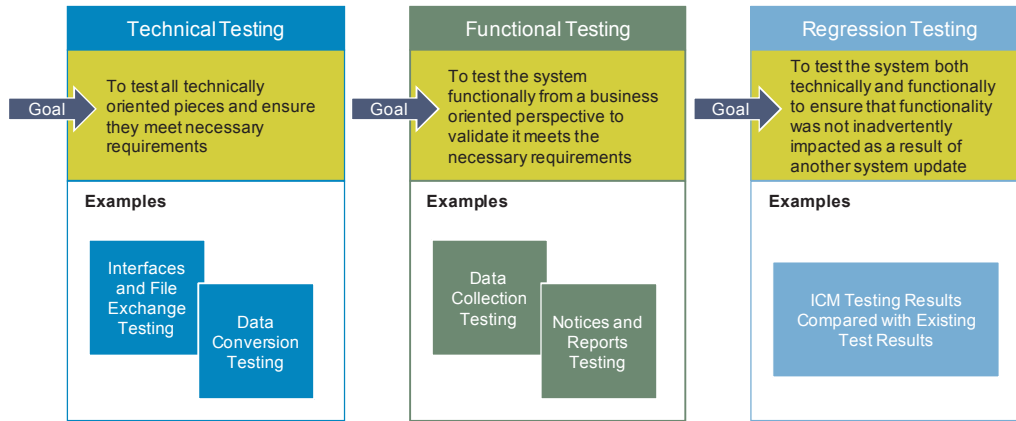
The testing services to be provided by SI will be based on the testing stage methodologies detailed in the EVD Methodology. Based on these methodologies, the figure below depicts the different stages of testing that SI will utilize for the ICM Project.



BC_ICM-115c

SI ICM Testing Approach. SI will conduct the above mentioned test stages for each stage of testing for the ICM Project.

Depending upon what is being tested, different testing strategies can be utilized to confirm that the ICM System is serving its business function and saving the ICM Project time and effort. For instance, a web page requires look and feel validation and field level validation testing. Such testing would not be applicable when testing a batch program. With so many varying components within the ICM System, SI understands the importance of devising strategies early in the testing stage that help the testers complete their work with quality results. SI's testing services will be based on the three categories of testing strategies illustrated in the following figure graphic and described in further detail below.



BC_ICM-155a

SI ICM System Testing Strategy. The SI ICM Project testing strategies approach breaks testing into three different stages: technical, functional, and regression. This approach promotes a more thorough execution of ICM System testing.

(a) Technical Testing Strategies

The technical testing strategies are a collection of ways to test different ICM System components from a non-business perspective. Some examples are described below:

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(b) Functional Testing Strategies

The functional testing strategies typically involve strategies to validate certain functional components of the ICM System from a business perspective. Some examples are described below:

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(c) Regression Testing

SI will identify the regression test components during testing and those components will serve as controls when changing code. Regression tests for the ICM System to be conducted by SI will

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8. Integration Services

Many of the benefits associated with the ICM System will be garnered through its integration with other systems to facilitate information sharing across the Province. Integration of systems in a heterogeneous IT landscape is a typical challenge faced by most organizations. SI's approach to integration is an integral part of delivering value to the Province, and SI will, to the extent necessary or request by the Province, work with other system owners to document requirements and implement interfaces that meet both business and technical needs.

For the ICM System, SI will provide integration services based on the integration thread of the

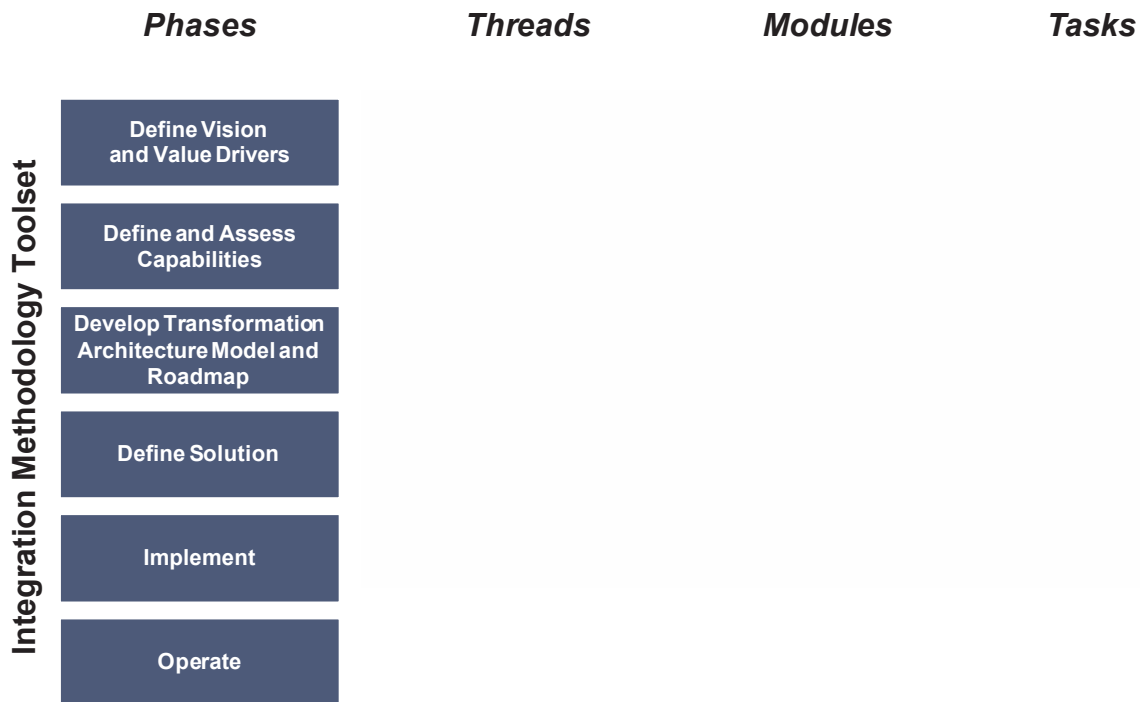
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(a) Integration Methodology

SI’s integration methodology advocates the assessment and development of an integration architecture that supports business drivers and the creation of capabilities. It provides the tools to properly manage the portfolio of business and technical assets across any number of vendors, technologies, and integration associated projects.

Integration methodology is a sub-method of the EVD Methodology and is organized into six stages. Each stage is organized into various threads and each thread consists of multiple modules which consist of one or many tasks.

The following diagram illustrates SI’s integration methodology toolset organization for integration service development.



BC_ICM-227b

Integration Methodology. The above diagram illustrates the integration methodology toolset organization.

Based on SI’s integration methodology, the following key activities are defined to provide clear and concise strategy to the integration team and other stakeholders. The following key activities are addressed:

- Define integration architecture;
- Define business processes;
- Define business services;
- Define technical services;
- Define business entity; and
- Define testing services.

(b) ServicesPrint

ServicesPrint consists of enterprise-wide business service models that represent the key business services, applicable meta-data, and service assembly compositions that enable key business processes in a given industry segment. ServicesPrint is the layer that bridges the gap between business and information technology and it is:

- Derived from industryprint process models to assist in services-enabled business transformation efforts;
- Depicted in three or more levels of detail representing varying granularity of services; and
- Associated with the corresponding data and information model for the industry segment.

ServicesPrint, in essence, is a business services catalogue model, usually constructed in three levels: (i) composite business services; (ii) business services; and (iii) atomic services.

ServicesPrint is a framework within the services thread of SI's integration methodology and is further sub-divided into layers that extend the framework.

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BC_ICM-229a

SI ServicesPrint Framework

The framework builds on a robust infrastructure to support services enablement and combines SI's industry knowledge with technology experience and implementation capabilities to provide enterprise integration architecture platform.

(c) Health and Human Services Book of Knowledge

The Health and Human Services Book of Knowledge is a library of sector/industry-specific, enterprise-wide business models that incorporate leading practices for key processes. These models represent leading practices in industry and are used as a reference starting point in business process modeling and decomposition. Using the Health and Human Services Book of Knowledge provides a standardized business process framework that greatly facilitates understanding, communication, knowledge transfer, and measurement of the processes and significantly enhances the speed of the process design effort.

SI will leverage sector/industry knowledge relevant to the Province's business models on the ICM Project. Specifically, SI will use sector/industry knowledge to:

- Depict the scope of integration services for ICM Project initiative;
- Describe the business environment in visual terms for better understanding by project teams;
- Link business processes to technology functionality—combine a business perspective and a technology perspective;
- Derive business services from ICM Project business processes; and
- Design test plans and scripts for unit or integration testing.

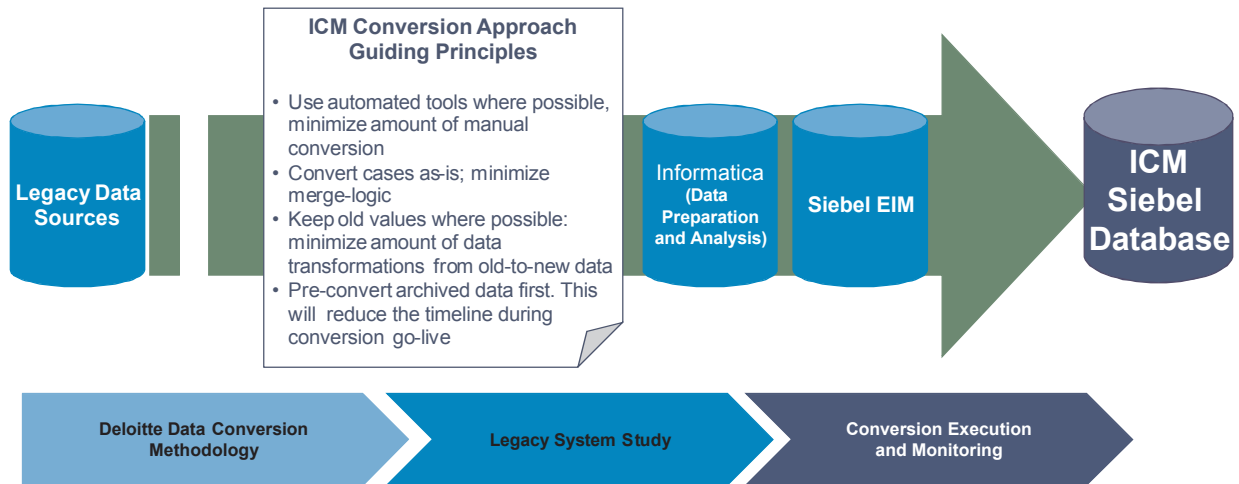
(d) SI SOA Integration Reference Architecture

SI's SOA reference architecture depicts five major environments; consisting of logical building blocks that represent the capabilities required to enable service-oriented architecture based integration. The five major environments are:

- Services access and business;
- Services development;
- Services execution;
- Services management; and
- Services governance.

9. Data Conversion Services

SI will use a defined four guiding principles approach to provide data conversion services and drive the conversion, planning, and execution process as depicted in the following figure. These principles seek to promote a stable conversion process and mitigate inherent risks.

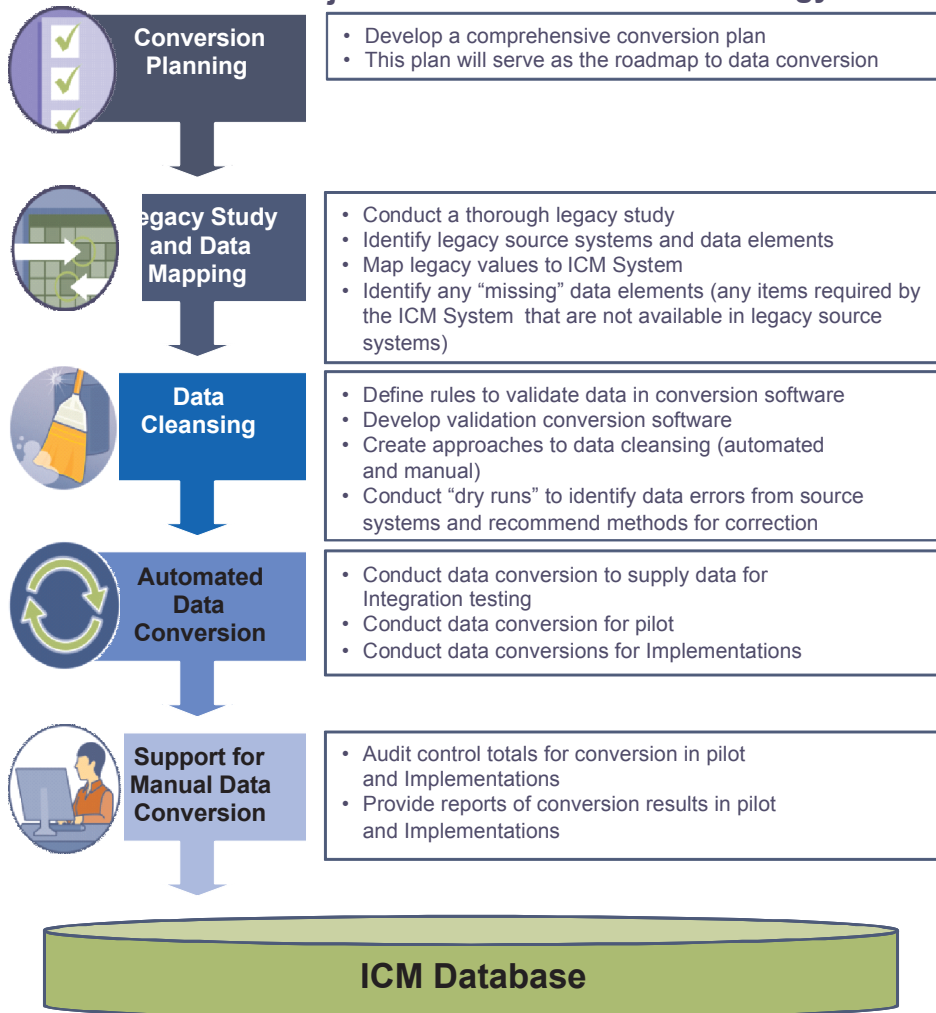


BC_ICM-117c

ICM Project Conversion Approach. The ICM Project conversion approach has guiding principles that are followed throughout integrated eligibility data conversion efforts to promote a successful and less risky conversion.

Specific steps within SI’s methodology are detailed in the figure below. SI’s approach will begin with planning and data mapping, iterative data cleansing, automated data conversion, and manual conversion support, as needed. SI’s methodology aims to maximize conversion rates and make the transition seamless to Province users, stakeholders and clients. It also permits required reporting opportunities to keep the ICM Project team apprised of progress.

ICM Project Data Conversion Methodology



BC_ICM-118d

ICM Project Conversion Methodology. SI's logical, iterative data conversion methodology will build on the success of its previous steps.

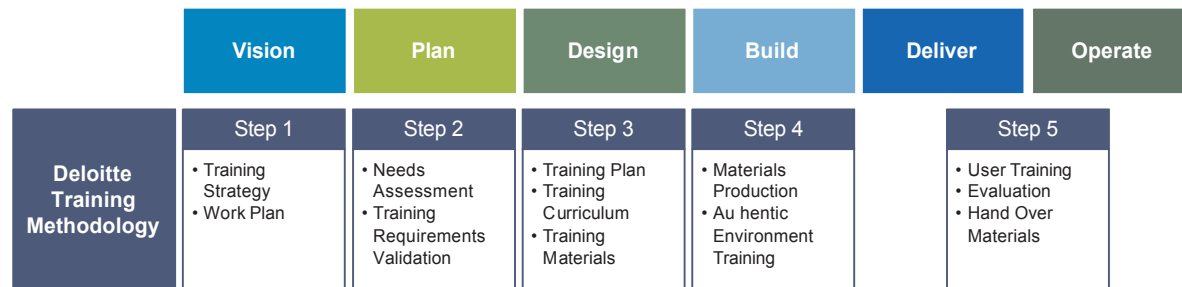
10. Training Services

It has become evident to public and private sector organizations alike, that no matter how much time and effort are invested into the development of a large-scale service integration effort, there is a risk of failure if the system is not actively used in the manner it was designed and integrated into the organization's daily business activities. Training should not be underestimated - numerous staff with significant different job roles, volumes of work that keeps staff busy and significant changes to the business as technology and services are integrated create a considerable challenge.

In order to meet these challenges, the ICM Project requires an effective training program for the Province's system users. SI will provide training services based on the training thread of the

EVD Methodology and will deliver such services taking into account all aspects of change, be it technical, people or process.

SI's methodology will be used for training developers, testers, administrators, operational support personnel and end-users of the ICM System prior to, during and post implementation of a stage using experiences and lessons learned from previous engagements.



BC_ICM-169b

The EVD Methodology for Siebel and SI Training Development Methodology

The end-goal of SI's ICM Project training methodology is to help the end-user community learn the skills they need to become proficient ICM System users and to understand the business process and workflow changes that must take place in order for them to use the ICM System effectively. In order to assess the effectiveness of the training program, SI will evaluate the extent to which trainees have implemented what they have learned on-the-job in order to improve performance.

11. Knowledge Transfer Services

Transfer of knowledge throughout the ICM Project will be a critical success factor for the implementation. Many of the business rules, logic and workflow decisions that are currently encapsulated through a combination of systems, off line documentation and through employee knowledge will be captured as part of the ICM System. Therefore, this knowledge must easily be accessible and maintainable by the staff of the Province. Correspondingly the design and technical knowledge that underpin the ICM System must also be owned by the appropriate staff within the Province.

SI will provide knowledge-transfer services for the ICM Project based on the knowledge transfer methodology encompassed in the knowledge transfer thread of the EVD Methodology. This methodology takes into account all aspects of knowledge transfer, be it technical, people or process.

Based on the experienced gained through many engagements of this nature, SI has identified the following common challenges to knowledge transfer initiatives:

- An inability to initiate the change and sustain it over time, which results in stalled knowledge transfer efforts;
- An unwillingness to acknowledge and/or accept the trade-off between the speed of meeting milestones and transferring knowledge, which results in timelines that do not allow for effective knowledge transfer;

- A view of consultants as “performance oriented” versus “knowledge transfer oriented,” which results in consultant dependency; and
- A lack of comprehensive project management office support, which results in unclear expectations, misaligned goals and objectives.

The EVD Methodology knowledge transfer thread was created to specifically meet these challenges. Knowledge transfer requires up-front planning, time, and the full commitment and participation of project team members.

The method is underpinned by the following guiding principles:

Principle	Description
Quality Assurance	Conduct periodic quality assurance reviews throughout the course of the project to see that the knowledge transfer process is being applied effectively and is producing the intended results.
Flexibility	Establish a flexible knowledge transfer process that can be adapted to multiple audiences and future initiatives.
Customization	Develop knowledge transfer plans that are customized to each role on the project team. So, for example, SI will draw up agreements specific to the needs developers, testers, configurators, etc.
Specific Accountabilities	Establish specific knowledge transfer accountabilities for project leadership, team leads and team members.
Formal Process and Metrics	Establish knowledge transfer plans between SI and Province team members, with clearly defined learning and performance objectives, objective measurement criteria, and timelines for completion.
Involvement	Actively engage SI and Province team members in the development of the knowledge transfer process to promote buy-in and ownership.

Knowledge Transfer Principles

12. Post-Implementation and Support Services

SI will assist with facets of the project lifecycle including post-implementation and support. Effective sustainment operations will help the Province take advantage of the targeted business operations improvements from the ICM Project. A responsive and committed sustainment organization will also facilitate smooth system adoption by the users, improve overall operational efficiency and minimize risk.

The post-implementation and support services to be provided by SI will be based on the support-related methodologies detailed in the EVD Methodology, including SI’s application management maturity model. SI acknowledges that post-implementation and support is tightly integrated and, consequently, will begin providing post-implementation and support services at the beginning of

the ICM Project, in the vision stage, to effectively prepare for support. Listed below are some of the key elements of SI's post-implementation and support services approach:

- *Vision.* SI will work with the Province to define the Province's support strategy. SI's strategy uses interviews and workshops to align the support model to the Province's IT and business needs and vision.
- *Plan.* SI will assess the current support capabilities including the governance, organization, processes, and tools to develop a gap assessment and opportunities. This assessment is a key input to develop the target support model.
- *Design.* This is where the to-be support model is developed, leveraging SI's application management maturity model to leverage leading practices, and to align to the Province's vision. The design will take into account factors including, without limitation, resources, locations, coverage, service levels, and processes.
- *Build.* SI will develop the transition plan for the set up of the new support model. SI will leverage a number of SI's templates to deliver a detailed transition plan that includes, without limitation, governance, on-boarding procedures, and technology/connectivity.
- *Deliver.* SI will execute the transition plan to migrate to the new support model. Early performance is reviewed and refined as necessary.
- *Operate.* Support will move into a steady-state model where services are provided against the establish performance levels and reviewed on a regular basis. Continuous improvement opportunities are sought and implemented on a regular basis.

The services in this stage include support for planning and implementing application upgrades, applying software fixes from the software vendor, troubleshooting the application and possibly developing enhancements.

13. Transition Services

The Province has identified a requirement for the transition of services back to the Province or a designated party at various points during the ICM Project.

SI has an established, detailed approach to transition planning and knowledge transfer, both to and from project team members and has considerable experience of both being a recipient of transition and transitioning services back to an organization.

The transition services to be provided by SI will be based on the transition methodology detailed in the EVD Methodology and will include the following services:

- Transition planning;
- Knowledge transfer;
- Transition of deliverables;
- Transition of work in progress; and
- Transition of services.

The transition methodology detailed in the EVD Methodology has two major components based around the 'transition in' and 'transition out' of services.

SCHEDULE C

AD SOW TEMPLATE

Unless otherwise mutually agreed by the parties, each AD SOW entered into by the parties under this Agreement will be substantially be in the form of the AD SOW made between the parties on the Effective Date in respect of Analysis and Design Services for Project Phase 1 (the “**Phase 1 AD SOW**”) and will include all information required to be set out in an AD SOW pursuant to this Agreement, including the following information:

- (a) a detailed description of the Analysis and Design Services to be provided by SI under the SOW;
- (b) a list and detailed description of the Deliverables to be provided by SI under the SOW;
- (c) the detailed Specifications for such Deliverables and such Services;
- (d) a Budget, including a Total Budget Amount and milestone-based payments;
- (e) an Implementation Approach, including for each Deliverable the anticipated dates of delivery to and Acceptance by the Province;
- (f) a listing of any Key Personnel and any Periodic Minimum Payments;
- (g) a listing of named SI Personnel in addition to the Key Personnel;
- (h) the Acceptance Tests, Acceptance Criteria and Acceptance Periods for the Services and Deliverables included in the SOW;
- (i) provisions with respect to Fees and payment as contemplated in Article 6 of the SISA;
- (j) remedies (including financial remedies) of the Province for SI’s failure to perform in accordance with the terms and conditions of the SOW;
- (k) any reports to be provided to the Province in addition to those listed in Schedule M;
- (l) a listing of Third Party Intellectual Property to be procured by SI for the Province, if any, and applicable terms and pricing;
- (m) a listing of any SI Software Tools that SI will use to deliver the Services under the SOW;
- (n) a listing of any SI Software Tools that the Province will be permitted to use in connection with the Services to be provided by SI under the SOW;
- (o) a detailed project plan for performance of the Analysis and Design Services, which will include the work effort for each SI Personnel performing such Services;
- (p) the responsibilities of the Province and Province Personnel; and
- (q) any assumptions, dependencies and constraints.

Each AD SOW will also include and be consistent with the RASIC table attached as Appendix H to Phase 1 AD SOW as such RASIC is revised in accordance with this Agreement.

SCHEDULE D

BI SOW TEMPLATE

Unless otherwise mutually agreed by the parties, subject to the following terms and conditions, each BI SOW entered into by the parties under this Agreement will be substantially in the form of the Phase 1 AD SOW subject to the following:

- (a) the form of BI SOW in respect of the Build and Implementation Services for Project Phase 1 will be consistent with the terms, conditions and principles of the Phase 1 BI SOW Overview;
- (b) the form of BI SOW in respect of Build and Implementation Services for other Project Phases will be consistent with the terms, conditions and principles of the Phase 1 BI SOW Overview that are generally applicable to all Project Phases;
- (c) without limiting the generality of the foregoing, each BI SOW will also include, and be consistent with, the RASIC table set out in the Phase 1 BI SOW Overview;
- (d) the Acceptance Testing process set out in Exhibit 1 attached to this Schedule will apply to each BI SOW rather than the Acceptance Testing process set out in section 9.2 of the Phase 1 AD SOW;
- (e) a BI SOW will include a detailed project plan setting out the work effort for each SI Personnel performing Services under the SOW;
- (f) the terms and conditions of Section 8 (Financial Model) of the Phase 1 AD SOW that are inconsistent with or contrary to the terms and conditions of section 6.3 of the SISA will not apply;
- (g) each BI SOW will include all information required to be set out in a BI SOW pursuant to this Agreement, including the following information:
 - (i) a detailed description of the Build and Implementation Services to be provided by SI under the SOW, including training services in use of SI Software and related Source Code;
 - (ii) a list and detailed description of the Deliverables to be provided by SI under the SOW;
 - (iii) the detailed Specifications for such Deliverables and such Services;
 - (iv) a Budget, including a Total Budget Amount and Milestone Payments;
 - (v) the Contingency for the SOW;
 - (vi) an Implementation Approach, including for each Deliverable the anticipated dates of delivery to and Acceptance by the Province;
 - (vii) a listing of any Key Personnel and any Periodic Minimum Payments;

- (viii) a listing of named SI Personnel in addition to the Key Personnel;
- (ix) the Acceptance Tests, Acceptance Criteria, Acceptance Period and Final Acceptance Periods for the Services and Deliverables included in each AD SOW;
- (x) provisions with respect to Fees and payment as contemplated in Article 6 of the SISA;
- (xi) remedies (including financial remedies) of the Province for SI's failure to perform in accordance with the terms and conditions of the SOW;
- (xii) the reports to be provided to the Province in addition to those listed in Schedule M;
- (xiii) a listing of any Third Party Intellectual Property to be procured by SI for the Province, if any, and applicable terms and pricing;
- (xiv) a listing of any SI Software Tools that SI will use to deliver the Services under the SOW;
- (xv) a listing of any SI Software Tools that the Province will be permitted to use in connection with the Services to be provided by SI under the SOW;
- (xvi) a listing of any SI Software Tools for which the Province may wish to obtain a license upon expiry or termination of the Agreement or the BI SOW, including applicable terms and costs;
- (xvii) the responsibilities of the Province and Province Personnel; and
- (xviii) any assumptions, dependencies and constraints.

EXHIBIT 1 TO SCHEDULE D

ACCEPTANCE TESTING APPROVAL PROCESS

1. Collaborative Process

The parties acknowledge that the Acceptance Testing processes set out in this section 1 will be facilitated by ongoing consultation between the parties and visibility of interim and intermediate Deliverables and related Artefacts and Work Products. In general, the parties will seek to collaborate to the extent practicable in the production of the Deliverables, both to maximize the quality of the Deliverables and to facilitate the subsequent Acceptance of the Deliverables by the Province. The Province will evaluate intermediate SOW Deliverables and related Artefacts and Work Products and identify any perceived Defects in respect of the same.

Prior to delivery of any Notice of Readiness SI shall take all steps reasonably required to satisfy itself that the SOW Deliverables: (i) conform to and perform in accordance with their Acceptance Criteria; and (ii) are ready for the Province to conduct Acceptance Tests. SI will perform all obligations of SI set out in this SOW to deliver and Install the Non-Paper Deliverables so that they are ready to conduct Acceptance Tests. At the Province's request SI will provide the Province with copies of any reports or documentation associated with any quality assurance or other steps that SI has taken in accordance with the foregoing.

Where prior to a Notice of Readiness being provided by SI to the Province in respect of a SOW Deliverable either party identifies any perceived Defects with respect to such SOW Deliverable that it reasonably believes would individually or collectively cause such SOW Deliverable not to be Accepted, it will notify the other party and may escalate such matter through the Governance Process. While any such matter with respect to such SOW Deliverable is being addressed by the parties in the Governance Process, SI will not be permitted to deliver such SOW Deliverable to the Province for Acceptance Testing unless otherwise agreed by the Province.

2. Acceptance Tests

- (a) Subject to section 1 above, when SI is satisfied that a SOW Deliverable is complete and ready for Acceptance it will provide the SOW Deliverable to the Province along with a Notice of Readiness. After receipt of the Notice of Readiness by the Province, SI will, to the extent applicable, provide all implementation, Installation, training (which may include training of employees of Province Entities or the Province's other service providers) and other Services set out in this SOW or otherwise reasonably required to enable the Province to conduct Acceptance Testing of each Deliverable in accordance with this Agreement.
- (b) Upon receipt of a Notice of Readiness, the Province (or any other service provider of the Province designated by the Province) will be entitled to conduct Acceptance Testing of the Deliverable during the applicable Acceptance Period. Such Acceptance Testing may include, at the Province's option and to the extent applicable: (i) if the Deliverable is a Non-Paper Deliverable, the operation of the Non-Paper Deliverable in a live production or commercial environment (including the integration and operation of the Non-Paper Deliverable in a live production or commercial environment with the systems of the Province or the Province's other service providers); and (ii) any other testing or reviews

(which may, for greater certainty, include testing by consultants) that the Province, in its discretion, requires to determine whether the Deliverable conforms to the Acceptance Criteria for such Deliverable. Upon request of the Province, SI will collaborate with and assist the Province in respect of its Acceptance Testing of a Deliverable.

- (c) The Acceptance by the Province of any Non-Paper Deliverable is without prejudice to the right of the Province to conduct cumulative Acceptance Tests for one or more Non-Paper Deliverables as a functioning whole in order to determine whether all such Non-Paper Deliverables conform to their Acceptance Criteria.
- (d) The Province may waive any of the requirements in this section 2 from time to time in its sole discretion by delivery of notice in writing to SI.

3. Failure to Pass Acceptance Testing

- (a) If all or any part of any Deliverable (or, if applicable, any previously delivered Non-Paper Deliverable) fails to pass Acceptance Testing, the Province will deliver to SI a Failure Notice, which will include a description of the reasons for the failure to pass Acceptance Testing. The Province will make reasonable efforts to communicate any Defects that it identifies to SI in advance of delivery of a Failure Notice.
- (b) Upon receipt of a Failure Notice, SI will:
 - (i) promptly conduct a root cause analysis to determine the cause of the Defects identified by the Province in the Failure Notice and prepare and provide to the Province for the Province's approval an action item repair plan for correcting such Defects within ● (●) Business Days (or such longer period as the parties may agree) following receipt by SI of the Failure Notice ; and
 - (ii) upon written approval of such repair plan by the Province, promptly thereafter begin making the necessary corrections and will engage in all activities required to correct the Defects in the Deliverable in accordance with such repair plan and to comply with the obligations set out in section 1 as soon as practicable and, in any event, no later than ● (●) Business Days (or such longer period as the parties may agree) following receipt by SI of the Province's written approval of such repair plan;
- (c) Upon the completion by SI of the activities described in section 3(a) and acceptance by the Province of the new Notice of Readiness, the Province will be entitled to resume Acceptance Testing in accordance with section 2 above. The provisions of section 2 and this section 3 will apply to any such additional Acceptance Testing.

4. Acceptance

- (a) **[Each Deliverable has a designated Province Deliverable Approver who will be authorized and responsible for providing Acceptance of such Deliverable in accordance with the terms and conditions of this SOW.]**
- (b) Acceptance of a Deliverable (if any) will occur only upon the delivery by the Province to SI of an Acceptance Notice signed by the **[Province Deliverable Approver]** for such

Deliverable. For greater certainty, the use by the Province of all or any part of any Deliverable, including use in a live commercial environment where the Deliverable is a Non-Paper Deliverable, will not constitute Acceptance and the Province may so use all or any part thereof without waiving or otherwise affecting any rights that the Province has hereunder.

- (c) The Acceptance by the Province of a Non-Paper Deliverable will not preclude the Province from delivering a Failure Notice or from otherwise refusing to provide Acceptance of any subsequently delivered Non-Paper Deliverable on the basis that any Non-Paper Deliverable in respect of which the Province has provided its Acceptance does not meet the applicable Acceptance Criteria when tested as part of the subsequently delivered Non-Paper Deliverable nor from exercising any warranty rights in respect of such Non-Paper Deliverable.

5. Delayed Notice by the Province

If the Province fails to deliver an Acceptance Notice or Failure Notice in respect of any Deliverable within the applicable Acceptance Period (a “**Delayed Notice**”), then any specific time set out herein for fulfilling any obligation of SI that is dependent on Acceptance of such SOW Deliverable will be extended until such time as the Province delivers an Acceptance Notice or Failure Notice in respect of such Deliverable; provided that SI will continue to use commercially reasonable efforts to fulfill such obligation to the extent reasonably possible. In the event of any Delayed Notice, the Province will promptly notify SI of the Delayed Notice and such failure will be immediately escalated by the parties to the Project Executives to determine what SOW Changes or other actions of the parties, if any, are required as a result of such Delayed Notice and the Project Executives will within two (2) Business Days thereafter (or such other period as the parties may agree) come to a joint decision as to what SOW Changes, including SOW Changes to SOW Deliverables and timelines, if any, are required as result of such Delayed Notice. The Parties agree to execute a SOW Change Request to evidence any such SOW Changes mutually agreed to by the Project Executives.

SCHEDULE E

MS SOW TEMPLATE

Unless otherwise mutually agreed by the parties, subject to the following terms and conditions, each MS SOW entered into by the parties under this Agreement will be substantially in the form of the Phase 1 AD SOW subject to the following:

- (a) the Acceptance Testing process set out in Exhibit A attached to Schedule D will apply to each MS SOW rather than the Acceptance Testing process set out in section 9.2 of the Phase 1 AD SOW;
- (b) the terms and conditions of Section 8 (Financial Model) of the Phase 1 AD SOW that are inconsistent with or contrary to the terms and conditions of section 6.5 of the SISA will not apply;
- (c) each MS SOW will include a process by which the Province will be able to request and have SI implement functional changes to Deliverables and the ICM System as part of the Maintenance and Support provided by SI;
- (d) each MS SOW will include all information required to be set out in a MS SOW pursuant to this Agreement, including the following information and provisions:
 - (i) a detailed description of the Maintenance and Support to be provided by SI under the SOW;
 - (ii) a listing of any Key Personnel and any Periodic Minimum Payments;
 - (iii) a listing of named SI Personnel in addition to the Key Personnel;
 - (iv) the Fees for Maintenance and Support, which will consist of the Monthly MS Fee and the TM Rates applicable to SI resources providing Maintenance and Support;
 - (v) provisions with respect to Fees and payment as contemplated in Article 6 of the SISA;
 - (vi) the reports to be provided to the Province in addition to those listed in Schedule M;
 - (vii) a description of work that can be performed by SI Personnel assigned to perform Maintenance and Support in order to minimize the extent to which the Province is required to pay the Monthly MS Fee;
 - (viii) severity levels, response and resolution times, service levels, and service level credits up to a maximum of 10% of the monthly Fees for Maintenance and Support;
 - (ix) ticket tracking;
 - (x) second level support help desk services;

- (xi) remedies (including financial remedies) of the Province for SI's failure to perform in accordance with the terms and conditions of the SOW;
- (xii) an obligation on SI to coordinate with Oracle on Oracle Software support issues;
- (xiii) fees for maintenance and support of Third Party Software other than the Oracle Software;
- (xiv) the responsibilities of the Province and Province Personnel; and
- (xv) any assumptions, dependencies and constraints.

SCHEDULE F

SOW TEMPLATE – STANDARD

Unless otherwise mutually agreed by the parties, subject to the following terms and conditions, each Change Management Services SOW or Additional Services SOW entered into by the parties under this Agreement and not approved by prior written consent of the Province members of the Joint Executive Committee pursuant to section 2.9(c) of the SISA will be substantially in the form of the Phase 1 AD SOW subject to the following:

- (a) if any Deliverables are provided by SI under the SOW, the Acceptance Testing process set out in Exhibit 1 attached to Schedule D will apply rather than the Acceptance Testing process set out in section 9.2 of the Phase 1 AD SOW;
- (b) any terms and conditions of Section 8 (Financial Model) of the Phase 1 AD SOW that are inconsistent with or contrary to the terms and conditions of subsection 6.6(a) of the SISA will not apply;
- (c) each Change Management Services SOW or Additional Services SOW will include all information required to be set out in such type of SOW pursuant to this Agreement, including the following information, as applicable:
 - (i) a detailed description of the Change Management Services or Additional Services to be provided by SI under the SOW;
 - (ii) a list and detailed description of any Deliverables to be provided by SI under the SOW;
 - (iii) the detailed Specifications for such Services and any such Deliverables;
 - (iv) a Budget, including a Total Budget Amount and any milestone-based payments;
 - (v) a Fee Cap;
 - (vi) an Implementation Approach, including for each Deliverable, if any, the anticipated dates of delivery to and Acceptance by the Province;
 - (vii) a listing of any Key Personnel and any Periodic Minimum Payments;
 - (viii) a listing of named SI Personnel in addition to the Key Personnel;
 - (ix) if any Deliverables are provided by SI under the SOW, the Acceptance Tests, Acceptance Criteria and Acceptance Periods for such Deliverables;
 - (x) provisions with respect to Fees and payment as contemplated in Article 6 of the SISA;
 - (xi) remedies (including financial remedies) of the Province for SI's failure to perform in accordance with the terms and conditions of the SOW;

- (xii) the reports to be provided to the Province in addition to those listed in Schedule M;
- (xiii) a listing of Third Party Intellectual Property to be procured by SI for the Province, if any, and applicable terms and pricing;
- (xiv) a listing of any SI Software Tools that SI will use to deliver the Services under the SOW;
- (xv) a listing of any SI Software Tools that the Province will be permitted to use in connection with the Services to be provided by SI under the SOW;
- (xvi) a listing of any SI Software Tools for which the Province may wish to obtain a license upon expiry or termination of the Agreement or the SOW, including applicable terms and costs,
- (xvii) the responsibilities of the Province and Province Personnel; and
- (xviii) any assumptions, dependencies and constraints.

SCHEDULE G

SOW TEMPLATE – SPECIAL

Unless otherwise mutually agreed by the parties, subject to the following terms and conditions, each Change Management Services SOW or Additional Services SOW entered into by the parties under this Agreement and approved by prior written consent of the Province members of the Joint Executive Committee pursuant to section 2.9(c) of the SISA will be substantially in the form of the Phase 1 AD SOW subject to the following:

- (a) if any Deliverables are provided by SI under the SOW, the Acceptance Testing process set out in Exhibit 1 attached to Schedule D will apply rather than the Acceptance Testing process set out in section 9.2 of the Phase 1 AD SOW;
- (b) any terms and conditions of Section 8 (Financial Model) of the Phase 1 AD SOW that are inconsistent with or contrary to the terms and conditions of with subsection 6.6(b) of the SISA will not apply;
- (c) each Change Management Services SOW or Additional Services SOW will include all information required to be set out in such type of SOW pursuant to this Agreement, including the following information, as applicable:
 - (i) a detailed description of the Change Management Services or Additional Services to be provided by SI under the SOW;
 - (ii) a list and detailed description of any Deliverables to be provided by SI under the SOW;
 - (iii) the detailed Specifications for such Services and any such Deliverables;
 - (iv) a Budget, including a Total Budget Amount and any milestone-based payments;
 - (v) an Implementation Approach, including for each Deliverable, if any, the anticipated dates of delivery to and Acceptance by the Province;
 - (vi) a listing of any Key Personnel and any Periodic Minimum Payments;
 - (vii) a listing of named SI Personnel in addition to the Key Personnel;
 - (viii) if any Deliverables are provided by SI under the SOW, the Acceptance Tests, Acceptance Criteria and Acceptance Periods for such Deliverables;
 - (ix) provisions with respect to Fees and payment as contemplated in Article 6 of the SISA;
 - (x) remedies (including financial remedies) of the Province for SI's failure to perform in accordance with the terms and conditions of the SOW;
 - (xi) the reports to be provided to the Province in addition to those listed in Schedule M;

- (xii) a listing of Third Party Intellectual Property to be procured by SI for the Province, if any, and applicable terms and pricing;
- (xiii) a listing of any SI Software Tools that SI will use to deliver the Services under the SOW;
- (xiv) a listing of any SI Software Tools that the Province will be permitted to use in connection with the Services to be provided by SI under the SOW;
- (xv) a listing of any SI Software Tools for which the Province may wish to obtain a license upon expiry or termination of the Agreement or the SOW, including applicable terms and costs;
- (xvi) the responsibilities of the Province and Province Personnel; and
- (xvii) any assumptions, dependencies and constraints.

SCHEDULE H

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made the ____ day of _____, 20__ (the “**Effective Date**”).

BETWEEN:

DELOITTE INC., a federal Canadian corporation, having its head office at 30 Wellington Street West, Toronto, Ontario M5L 1B1

("Deloitte")

OF THE FIRST PART

AND:

[@ INSERT NAME]

(the "**Recipient**")

OF THE SECOND PART

WHEREAS:

- A. Deloitte is providing certain integrated case management services (the “**Services**”) to Her Majesty the Queen in Right of the Province of British Columbia (the “**Province**”) under an Agreement entitled “Systems Integration Services Agreement” and dated [**@insert date**] (the “**ICM Agreement**”);
- B. The Province wishes to engage the Recipient to perform a portion of the Services [**@specify services to be provided**] (the “**Recipient Services**”) pursuant to paragraph 2.11 of the ICM Agreement;
- C. In order to perform the Recipient Services, the Recipient requires Deloitte to provide access to certain information; and
- D. Deloitte wishes to provide, and the Recipient wishes to accept, access to such information, on the terms and conditions set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties agree as follows:

DEFINITION OF CONFIDENTIAL INFORMATION

1. Subject to paragraph 2 of this Agreement, the Recipient agrees that all information accessed or obtained by the Recipient, its employees, subcontractors, or agents, whether

verbally, electronically or otherwise, from Deloitte for the purposes of providing the Recipient Services, including, without limitation:

- (a) information that relates to the business plans, business processes, business opportunities, research, methodologies, development or trade secrets of Deloitte or its subcontractors;
- (b) any financial, statistical, personal or personnel data of Deloitte or its subcontractors;
- (c) information that is subject to third party confidentiality obligations; and
- (d) this Agreement and any documentation relating to this Agreement,

and that is either expressly identified as confidential or is clearly recognizable as confidential by a reasonably prudent person, will be considered and collectively referred to in this Agreement as “**Confidential Information**”.

2. The parties agree that Confidential Information does not include information that:
- (a) is now or subsequently becomes generally known or available to the public through no fault or breach on the part of the Recipient;
 - (b) was already known to the Recipient prior to receiving such information from Deloitte without an obligation on the part of the Recipient to keep such information confidential;
 - (c) is also obtained by the Recipient from a third party without an obligation on the part of the Recipient to keep such information confidential; or
 - (d) is independently developed by the Recipient without use of the Confidential Information.

USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

3. Subject to paragraph 4 of this Agreement, Deloitte agrees that the Confidential Information may be used by the Recipient, its employees, contractors and agents, for the purposes of providing the Recipient Services.
4. The Recipient will only provide the Confidential Information to its employees, contractors and agents with a need to know and, in the case of the Recipient’s contractors or agents, only where such contractors or agents agree in writing to be bound by terms and conditions similar to those set out in this Agreement.
5. Subject to paragraph 6 of this Agreement, the Recipient will not, without the prior written consent of Deloitte, disclose the Confidential Information to any other party.

6. Notwithstanding paragraph 5 of this Agreement, the Recipient will be entitled to disclose the Confidential Information:
 - (a) to the Province;
 - (b) to a third party to the extent that disclosure is required in order for the Recipient to provide the Recipient Services, provided such third party agrees in writing to be bound by terms and conditions similar to those set out in this Agreement;
 - (c) to its insurers, auditors or legal advisors;
 - (d) to the extent that disclosure is required by a court of competent jurisdiction or by a governmental or regulatory authority provided that where permitted by law the Recipient promptly notifies Deloitte prior to such disclosure; or
 - (e) where there is a legal right, duty or requirement of disclosure by operation of law provided that where permitted by law the Recipient will promptly notify Deloitte prior to any disclosure.
7. The Recipient will take reasonable precautions to maintain the confidentiality of the Confidential Information, and will exercise at least the same degree of protection and care in safeguarding the Confidential Information that the Recipient would customarily use in safeguarding its own confidential information.
8. The Recipient will not be liable to Deloitte for inadvertent or accidental disclosure of the Confidential Information, provided that the Recipient complies with the requirements set out in paragraph 7 of this Agreement.

OWNERSHIP OF CONFIDENTIAL INFORMATION

9. Subject to any rights the Province may have under the ICM Agreement, all right, title and interest in and to the Confidential Information, including all proprietary and intellectual property rights therein including all patent rights, trade secrets, trademarks and copyrights, will remain the exclusive property of Deloitte and such Confidential Information will be held in confidence by the Recipient as set out in this Agreement. Except as expressly set out in this Agreement, no interest, license or any other right respecting the Confidential Information of Deloitte or its subcontractors is granted to the Recipient under this Agreement by implication or otherwise. This Agreement will not constitute any representation, warranty or guarantee to the Recipient by Deloitte with respect to the Confidential Information, and Deloitte makes no representation or warranty to the Recipient as to the accuracy of the Confidential Information.

TERM

10. This Agreement will take effect on the Effective Date.

11. The obligations of the Recipient pursuant to this Agreement will remain in effect until three years following the date of completion of the Recipient Services, or of any earlier termination of the Recipient's obligation to complete the Recipient Services.

MISCELLANEOUS

12. No agency, partnership or other relationship is implied or created between the parties as a result of this Agreement.
13. This Agreement will enure to and be binding upon the parties and their respective successors and assigns.
14. This Agreement will be governed by and construed in accordance with the laws of British Columbia.
15. This Agreement may be executed by the parties in any number of counterparts, each of which when delivered will be deemed to be an original and all of which together will constitute one and the same document. Delivery of an executed counterpart by facsimile transmission will be effective to the same extent as if such party had delivered a manually executed counterpart.

16. Recipient acknowledges that a breach of this Agreement may result in irreparable and immediate harm to Deloitte and agrees that in the event of such breach Deloitte, in addition to any other right or relief, shall be entitled to seek equitable relief by way of temporary or permanent injunction and to seek such other relief that a court of competent jurisdiction may deem just and proper.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

SIGNED on behalf of)
DELOITTE INC.)
by its duly authorized signatory)
)

(Signature of Authorized Signatory)

(Print Name of Authorized Signatory)

Date

[@ INSERT RECIPIENT NAME])
by its duly authorized signatory)
)
)

(Signature of Authorized Signatory)

(Print Name of Authorized Signatory)

Date

SCHEDULE I
GOVERNANCE

1. PURPOSE OF THIS SCHEDULE

This Schedule sets out management and governance structure and process for the relationship between the Province and SI under this Agreement.

2. EXPEDIENCY IN ESTABLISHING GOVERNANCE MODEL

The Province and SI agree that:

- (a) the effective administration of this Agreement will be facilitated by ongoing management involvement as contemplated by the governance structure and processes as set out in this Schedule;
- (b) the timely establishment of governance structures and processes is necessary to facilitate the implementation of the ICM Project; and
- (c) the initial meetings of each the committees or Project Working Groups established under this Schedule will be held within the first two weeks after execution of this Agreement, with the exception of the Joint Operations Committee, which will meet within one week from the date of execution of this Agreement.

3. CONTINUING OBLIGATIONS OF THE PARTIES

Notwithstanding any other provision in this Schedule, the primary purpose of the governance structures and processes set forth in this Schedule is to facilitate communications and dispute resolution between the parties. Nothing in this Schedule alters or amends the rights and obligations set forth in any other portion of this Agreement or any SOW pursuant to this Agreement. In case of any conflict between the provisions of the Agreement and the provisions of this Schedule, the provisions of this Agreement will prevail.

4. PRINCIPLES

The Province and SI agree that the governance structure and process will align with and enable effective implementation and administration of this Agreement and “best practices” for sustaining large systems integration services agreements, namely:

- (a) the parties will proactively identify sources of disagreement and discord and take timely action before they become matters of dispute;
- (b) issues will be resolved through a process of cooperative and amicable negotiations, with a view to the best result for the ICM Project;
- (c) in addition to providing a decision making process involving escalation, the parties will ensure that various levels of the governance structure meet on a regular scheduled basis

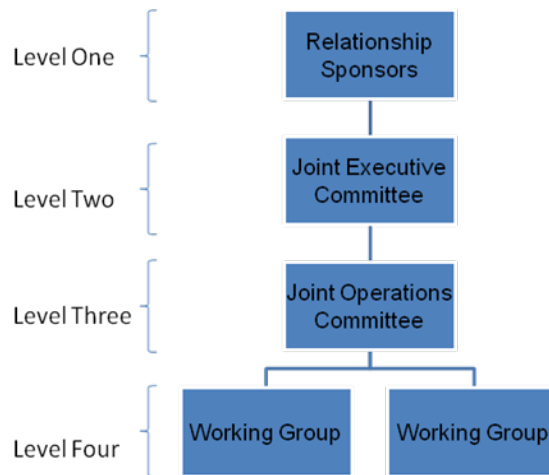
and will work to create a high quality relationship that brings value to the parties and the ICM Project;

- (d) the parties will work together to assemble and effectively communicate with the necessary stakeholders to resolve key issues in an expeditious manner;
- (e) the parties will use the governance structure and processes to provide a forum under which both parties may be heard;
- (f) the parties will effectively identify and resolve issues through cooperative negotiation starting at the project operational level and, where necessary, involving escalation of such issues through a series of levels in the governance structure;
- (g) decisions and directives rendered through the governance process will be documented and communicated and both parties will accept and adhere to these decisions and directives;
- (h) the parties will, through the governance structure, be flexible and accommodate the lifecycle of the Agreement, including regular and ongoing Services, periods of unplanned or significant change, and, if required, outgoing transition; and
- (i) subject to the specific decision-making rights of either party set out in this Agreement, decisions will be guided by what is best for the on-going management and successful and timely implementation of the ICM Project in accordance with the applicable budgets.

5. **GOVERNANCE STRUCTURE**

The governance structure will be comprised of the working groups, committees and sponsors set out below. Each party will periodically review its portion of the governance structure and communicate any proposed updates to the other party. The parties will consult one another prior to initiating any alteration or change to the governance structure, which change shall only be implemented pursuant to the Change Order Process.

The following diagram provides a general overview of the governance structure. The governance structure is described in further detail below.



5.1 Project Working Groups - Level 4

5.1.1 The joint operations committee (“Joint Operations Committee”) or the joint executive committee (“Joint Executive Committee”) (each an “**Originating Committee**”) will agree to form project working groups (the “**Project Working Groups**”) on an “as needed” basis, with the exception of the Change Advisory Board implemented pursuant to Section 5.1.2 of this Schedule. Project Working Groups will:

- (a) perform any function as requested by the Originating Committee;
- (b) be consultative in nature for and on behalf of the Originating Committee;
- (c) develop and maintain terms of reference for their operation consistent with the terms of this Schedule and approved by the Originating Committee;
- (d) receive operational direction and mandate from the Originating Committee;
- (e) make day to day decisions for items within the scope of their terms of reference; and
- (f) identify issues and escalate them as necessary to the Originating Committee where the parties’ collaborative efforts fail to resolve such issues or where the parties determine that the Originating Committee should otherwise be aware of the issue.

5.1.2 The Joint Executive Committee will establish, within fourteen (14) days after the Effective Date, a permanent Project Working Group which will operate and have responsibility and oversight over any SOW Change as contemplated in Schedule R of this Agreement (the “**Change Advisory Board**”).

5.1.3 Project Working Groups will comply with the following meeting and operational protocols:

- (a) each Project Working Group will develop terms of reference, and submit such terms of reference for approval by the Originating Committee;
- (b) each Project Working Group will have a chair and members as determined by the Originating Committee and as set forth in the terms of reference for the Project Working Group;
- (c) the chair of a Project Working Group will be responsible for establishing meeting frequency, setting agendas, moderating meetings, recording decisions and approving recommendations to be submitted to other levels of the governance structure;
- (d) each Project Working Group will document any issues escalated to the Originating Committee, including a description of the issue, the reason why the issue arose, and the anticipated impacts of the issue on the Services, Deliverables, timelines, scope and any other material aspect related to the ICM Project in general; and
- (e) representatives of either party on a Project Working Group are entitled to escalate issues to the Originating Committee, without first obtaining agreement to escalate from the other party.

5.1.4. The Project Working Groups will operate subject to and in accordance with:

- (a) the terms of the Agreement and in particular and terms set forth in this Schedule;
- (b) its terms of reference as approved by the Originating Committee; and
- (c) the decisions and the direction of the Originating Committee.

5.2 Joint Operations Committee – Level 3

5.2.1 The parties will establish a Joint Operations Committee, which will be comprised of up to three (3) representatives at ICM Project executive level from each of the Province and SI as appointed by their respective members of the Joint Executive Committee. The Province members of the Joint Operations Committee will at least have Executive Director (or equivalent) responsibilities with the Province in order to qualify to be members of the Joint Operations Committee. The SI members of the Joint Operations Committee will at least be partners and associate partners in order to qualify to be members of the Joint Operations Committee.

5.2.2 The Joint Operations Committee will have responsibility and oversight, within the scope of authority and mandate designated by the Joint Executive Committee, for the following areas:

- (a) review of Changes to the scope of any Services or Deliverables including without limitation any SOW Change, Change Request, and Mandatory Change (for clarity any such Changes shall be affected in accordance with the terms otherwise set

forth in this Agreement and shall not require any approval of or authorization by the Joint Operations Committee);

- (b) review and monitoring of schedule and timeframes;
- (c) review and monitoring of budgets;
- (d) review and monitoring of stakeholder relationships;
- (e) review and monitoring of performance and delivery;
- (f) resource related issues;
- (g) review of human resource related issues, including without limitation issues relating to Province Personnel, SI Personnel, and Key Personnel;
- (h) review of the plan and approach for knowledge management and knowledge transfer;
- (i) review of the Termination Assistance Plan and escalation of any issues or concerns of either party related thereto; and
- (j) review of any issues or activities relating to the Road Map and escalation of any issues or concerns of either party related thereto.

5.2.3 Subject to any written direction from the Joint Executive Committee to the contrary, the Joint Operations Committee will also:

- (a) provide strategic direction to the Project Working Groups for which it is the Originating Committee;
- (b) provide day to day management in connection with the relationship of the parties and the operations and delivery of the ICM System;
- (c) provide status reporting on project scope, budget, timeframes and stakeholder relationships to the Joint Executive Committee;
- (d) provide recommendations to the Joint Executive Committee regarding significant changes in scope, budget, timeframes and stakeholder relationships relating to the ICM Project;
- (e) review requests for changes to Key Personnel, Approved Subcontractors, and SOWs subject to any such review right not limiting any rights (including approval rights) of the Province otherwise set forth in the Agreement;
- (f) monitor the performance of the SI, Project Working Groups for which it is the Originating Committee, stakeholders and suppliers as required for the successful delivery of the ICM System;

- (g) identify and escalate any contractual or management problems to the Joint Executive Committee that are not otherwise adequately addressed by the Joint Operations Committee;
- (h) conduct an annual review of reporting requirements under the Agreement for the purposes of recommending any enhancements or changes to such requirements, which enhancements or changes would be implemented through the Change Order Process;
- (i) invite the input and participation of stakeholders as required to reach resolution of issues;
- (j) approve terms of reference of Project Working Groups for which it is the Originating Committee;
- (k) resolve issues escalated from Project Working Groups for which it is the Originating Committee; and
- (l) escalate disputes and issues as necessary to the Joint Executive Committee.

5.2.4 The Joint Operations Committee will meet on the following schedule:

- (a) initially, weekly, moving to monthly if and when approved by the Joint Operations Committee, or at such other frequency as directed by the Joint Executive Committee; and
- (b) upon request by either party within three (3) days of the date of the request.

Meetings of the Joint Operations Committee will be chaired by one of the representatives from the Province (as designated by the Province), who will establish agendas, moderate meetings, ensure decisions and approvals are recorded and document recommendations to the Joint Executive Committee. All decisions (including approvals) of the Joint Operations Committee must be recorded in writing.

5.2.5 Representatives from either party are entitled to escalate issues to the Joint Executive Committee, without first obtaining agreement to escalate from the other party.

5.2.6 Issues escalated to the Joint Executive Committee will be documented, including a description of the issue, the reason why the issue arose, the anticipated impact of the issue on the Services, Deliverables and ICM Project, and positions of both parties on the issue to be escalated (where available).

5.2.7. The Joint Operations Committee will operate subject to and in accordance with:

- (a) the terms of the Agreement and in particular the terms set forth in this Schedule; and
- (b) the decisions and the direction of the Joint Executive Committee.

5.3 Joint Executive Committee - Level 2

5.3.1 The Joint Executive Committee will consist of:

- (a) one (1) executive level representative from each of:
 - (i) Ministry of Citizen Services,
 - (ii) Ministry of Children and Family Development, and
 - (iii) Ministry of Housing and Social Development;
- (b) Two (2) executive level representatives from SI; and
- (c) other members, as mutually agreed upon by the parties, to facilitate the resolution of specific issues or to participate on an ongoing basis.

The members of the Joint Executive Committee as designated above will be appointed by their respective Relationship Sponsors. The Province members of the Joint Executive Committee will at least have Assistant Deputy Minister (or equivalent) responsibilities with the Province or be the Executive Project Director for the ICM Project in order to qualify to be members of the Joint Operations Committee. The SI members of the Joint Executive Committee will at least be partners or associate partners with the SI in order to qualify to be members of the Joint Executive Committee.

5.3.2 Subject to any written direction from the Relationship Sponsors to the contrary, the Joint Executive Committee will provide executive level governance of the relationship between the parties and have responsibility and oversight in the following areas:

- (a) review of Changes to the scope of the ICM Project or any Service or Deliverable described in a SOW which are escalated from the Joint Operations Committee (for clarity any such Changes shall be affected in accordance with the terms otherwise set forth in this Agreement and shall not require any approval of or authorization by the Joint Executive Committee);
- (b) review and monitoring of financial matters and changes to Fees made in accordance with the terms of this Agreement;
- (c) reviewing and considering Joint Operation Committee's recommendations;
- (d) ensuring that there is sufficient transparency of the financials to ensure that the actuals are aligned with the principles and requirements of this Agreement;
- (e) reviewing performance (business, project and relationship) against plans;
- (f) reviewing and monitoring transition of Services to an ASI;

- (g) reviewing and considering:
 - (i) changes to legislation,
 - (ii) changes in policy, or
 - (iii) privacy and security related matters;
- (h) without limiting the Change Order Process, establishing and approving strategic directions for the working relationship between the parties, including long-term goals and priorities;
- (i) recommending any changes or amendments to the Agreement and any amendments to procedures with such changes or amendments then be affected in the manner otherwise contemplated in this Agreement including requiring any approvals contemplated therein;
- (j) determining the decision making authority and scope of the Joint Operations Committee;
- (k) resolving issues escalated from the Joint Operations Committee; and
- (l) escalating issues as necessary to the Relationship Sponsors.

5.3.3 The Joint Executive Committee will meet on the following schedule:

- (a) initially, monthly, moving to quarterly if and when approved by the Joint Executive Committee, or at such other frequency as directed by the Relationship Sponsors; and
- (b) upon request by either party, within five (5) days of the date of the request.

Meetings will be chaired by a representative of the Province (as designated by the Province) who will establish agendas, moderate the meetings, ensure recording of decisions and approvals, and document recommendations to the Relationship Sponsors.

5.3.4 Decisions of the Joint Executive Committee will be recorded in writing.

5.3.5 Either party is entitled to escalate an issue to the Relationship Sponsors without first obtaining the consent of the other party to escalate the matter. Issues escalated to the Relationship Sponsors will be documented, including a description of the issue, the reason why the issue arose, anticipated impacts of the issue on the Services, Deliverables and ICM Project, positions of both parties on the issue to be escalated, and reason why the issue could not be resolved by the Joint Executive Committee.

5.3.6 The Joint Executive Committee will operate subject to and in accordance with:

- (a) the terms of the Agreement and in particular the terms set forth in this Schedule; and
- (b) the decisions and direction of the Relationship Sponsors.

5.4 Relationship Sponsors - Level 1

The relationship sponsors (“**Relationship Sponsors**”) will consist of a Deputy Minister (on behalf of the Province) and a partner or associate partner (on behalf of SI), in each case as designated by the respective parties. The responsibilities of the Relationship Sponsors will include:

- (a) monitoring the state of the relationship between the parties;
- (b) providing recommendations on any proposed changes in the governance structure;
- (c) monitoring the trends and directions of the government and social sector that may impact the relationship between the parties;
- (d) determining the decision making authority of the Joint Executive Committee; and
- (e) providing the final tier of issue and dispute resolution.

The Relationship Sponsors will meet in accordance with the following schedule:

- (a) initially, quarterly, moving to semi annually or as otherwise agreed by the Relationship Sponsors; and
- (b) upon request by either party within 5 days of the date of the request.

Meetings of the Relationship Sponsors will be chaired by the Province’s representative, who will establish agendas, moderate meetings, and ensure decisions are recorded. All decisions (including approvals) of the Relationship Sponsors must be recorded in writing.

5.5 Meeting Protocols General

The parties acknowledge and agree that all governance meetings will follow the following requirements:

- (a) For regularly scheduled meetings, notices will be circulated to all members of the governance group five (5) Business Days prior to the meeting. For all other meetings, the parties will provide as much notice as is reasonably possible or as otherwise set forth in this Schedule.
- (b) Meeting notices will include mandatory and optional invitees, provided that meeting attendance is mandatory for permanently appointed members of any committee and optional invitees must be approved by both parties (including approval by email);

- (c) No substitutions are allowed for governance group members, unless previously agreed to by both parties for the specific meeting in question (including approval by email);
- (d) Where reasonably possible, meeting changes should be communicated at least two (2) Business Days in advance of the scheduled meeting;
- (e) Where reasonably possible, meeting invitees will indicate their ability to attend at least two (2) Business Days prior to the meeting;
- (f) Meeting Notices will indicate whether an individual's presence is required in-person, if not indication is given, remote access is acceptable;
- (g) Meetings shall start at the stated time on the meeting notice;
- (h) Agendas will be determined by the chair(s) and circulated together with any other meeting material 24 hours prior to the meeting where reasonably possible;
- (i) Quorum for all meetings will require at least one representative of each party to be present in person or through acceptable remote access and where no quorum exists a meeting shall not be properly constituted subject to any meeting in respect to a Dispute that is cancelled due to a lack of quorum shall be deemed to be an immediate escalation to the next governance level, or arbitration as applicable, unless otherwise agreed by the parties;
- (j) Meeting minutes shall be taken and circulated to governance group members within two (2) Business Days after the meeting where reasonably possible, and parties will have two (2) Business Days within circulation of the minutes to object to the minutes, failing which, minutes will be deemed to be accepted. In the event that both parties agree that minutes are required in order to take a certain action on an urgent basis then minutes will be circulated at the end of the meeting or as promptly as otherwise possible and in any event within 12 hours of the end of such meeting and objections to those minutes must be provided within 12 hours of circulation. Minutes of meetings of Relationship Sponsors will not be deemed to be accepted and must be accepted by the members thereof; and
- (k) Approvals of any matter or the passage of any resolution at a meeting requires the unanimous approval of the representatives present at such meeting which, for clarity, has a quorum present.

SCHEDULE J

CONTINUOUS IMPROVEMENT

SI will provide to the Province, as part of the ICM Project, the continuous improvement Services (“**Continuous Improvement**”) set out in this Schedule J to the SISA.

The practice of Continuous Improvement will provide beneficial outcomes for the ICM Project and the ICM System, including:

- Improved efficiency in project lifecycle disciplines;
- Improved quality of deliverables;
- Improved team working environment; and
- Better responsiveness to client needs.

Notwithstanding anything else in this Schedule to the contrary, this Schedule reflects the general leveraging of SI’s global continuous improvement knowledge. To the extent that any language in this Schedule suggests or otherwise reflects actual effort or additional expenditure of SI, all such obligations shall only be effective when embodied in a SOW in a manner and form as agreed by the parties.

Measuring Performance of the ICM Project

The outcomes described above will be objectively measured to evaluate the performance of the ICM Project. Some of the objective measures used to evaluate such outcomes will include:

- a. Customer satisfaction surveys
 - Customer satisfaction surveys will be conducted annually by BC Stats for the Province. SI will work in consultation with the Province and upon the direction of the Joint Executive Committee to design, propose and implement a remedial plan, within 3 months of receipt of the customer satisfaction survey results, to address the areas of dissatisfaction and to increase satisfaction of the Province’s clients and customers. Any Changes to the manner in which the Services are delivered, other than changes that fit within the Scope and description of the Services as set out in an applicable SOW, shall be approved and implemented through the Change Order Process.
- b. Project Reporting, including Schedule M Reporting
 - The performance management reports provided to the Province by SI pursuant to Schedule M to the SISA will provide data on multiple dimensions, which will be used by SI to evaluate improvement in project efficiency and project deliverable quality as well as to identify areas requiring additional improvement. Improvement of estimating capability by actively factoring in lessons from previous phases will be measured by comparing estimates submitted in a SOW and approved Change Requests to actual delivered costs for a SOW. Continuous Improvement in performance management will address, at a minimum, any performance issues relating to schedule, budget and quality of services, and will address identified risks.

c. Independent expert reviews

- SI will obtain independent expert reviews of SI's performance on the ICM Project, as well as the performance of the ICM Project as a whole, and incorporate the results of such reviews as part of its Continuous Improvement activities in the manner set forth in a SOW as agreed by the parties.

d. Focus groups

- SI will organize focus groups of key stakeholders to review its performance on the ICM Project, as well as the performance of the ICM Project as a whole, and will incorporate feedback from such focus groups as a component of its Continuous Improvement activities.

e. Additional measures

- SI will compare compliance to performance measures set in SLAs and SLOs established under MS SOWs and other relevant SOWs to provide an objective assessment of performance, as well as inform Continuous Improvement efforts for Maintenance and Support Services. As an additional component of evaluating compliance, SI will evaluate performance levels against the following:
 - (i) Performance levels established through SI best practices research; and
 - (ii) Data on performance levels for similar projects both in BC and elsewhere.

Measuring Performance of the ICM System

Performance Metrics of ICM System

In addition to evaluating and performing Continuous Improvement for the ICM Project as a whole, SI will provide Continuous Improvement in relation to the ICM System. SI acknowledges that certain metrics will be used to assess the performance of the ICM System for determining any potential deficiencies, problems, and areas for improvement of the ICM System. Performance metrics for the ICM System may include metrics such as the following:

- a. Number of clients served per case worker per month;
- b. Availability of accurate information for decision makers;
- c. Average time to serve a single client;
- d. Number of clients using new service channels, such as the web-based services;
- e. Number of erroneous income assistance payments made;
- f. Number of complaints documented in the ICM System from clients; and
- g. Number of complaints from Service Providers..

SI will provide to the Province reports in the form agreed by the parties reporting the performance of the ICM System with such reports, once agreed, being deemed to form part of Schedule M of the Agreement. SI will compare the results of the performance metrics with the target performance levels as determined through use of the resources discussed in the section below or as specified in any MS SOW and other relevant SOWs. Upon completion of assessment of the ICM System in view of the performance metrics, SI will work in consultation with the Province to develop Continuous Improvement action plans relating the ICM System.

Determining Target Performance Levels

The Province and SI will jointly determine target performance levels for the metrics. The target performance levels for the metrics assessing the ICM System will be determined by considering various factors, including without limitation:

- a. SI's best practices research;
- b. Baseline data from the Ministries and Provincial programs prior to implementation of any part of the ICM System; and
- c. Comparative data from other jurisdictions in Canada and elsewhere.

SI and the Province will provide to each other the information in each other's possession so as to determine the target performance levels for each of the performance metrics for the ICM System. SI will also leverage other SI assets, resources, and channels in helping the parties to determine the target performance levels. Notwithstanding any of the foregoing, target performance levels for the performance metrics may be specified in any MS SOW and other relevant SOW's.

Measurement of Performance Metrics

In order to measure the performance metrics for the ICM System, SI will use various resources such as the following:

- a. Help desk incident analysis

SI will analyze data collected by the ICM System relating to help desk activities, including the type of inquiries, persons making the inquiries, and resolution of the inquiries. SI will analyze such data in view of the various performance metrics and applicable target performance levels.

- b. ICM System advisory groups

SI will collect information and suggestions from ICM System advisory groups as to any issues, problems, deficiencies relating to the ICM System and the performance metrics. SI will analyze such information in view of the various performance metrics and applicable target performance levels.

- c. Surveys of front-line workers, service providers, and clients,

SI will conduct surveys (design of which will incorporate any Province input) of front-line workers, service providers, and clients. SI will analyze the results of such surveys and incorporate the results as part of the assessment of the performance metrics.

- d. Focus groups and interviews of front-line workers, service providers, and clients.

SI will organize focus groups of key stakeholders to review the performance of the ICM System and will incorporate feedback from such focus groups as a component of its measurement of the performance metrics. SI will also conduct interview of front-line workers, service providers, and clients and incorporate such feedback as part of the assessment of the performance metrics.

Unless otherwise specified by the Province, SI will measure the performance metrics on an annual basis or as otherwise determined in any MS SOW or any applicable SOW.

Continuous Improvement Action Plans relating to Continuous Improvement of ICM Project

At the completion of each Project Phase of the ICM Project, SI will work in consultation with the Province to develop an action plan for Continuous Improvement, which incorporates the results and feedback gathered from the objective measures described above. Such action plans will prioritize areas for improvement, and set a detailed plan for implementation of improvements, and any required follow up or adjustment measures. With respect to improvement of the ICM System, see below.

Leveraging Firm Knowledge for the ICM Project and Improvement of the ICM System

SI will provide a wide variety of leveraged assets to the Province for use in the ICM Project and for improving the ICM System, which are broadly categorized into Firm Knowledge, Team Knowledge, Methods and Frameworks, and Tools. SI continuously invests in improving and upgrading these assets based on knowledge gained from SI's best practices research, data gathered from project experiences both within B.C. and elsewhere, new trends in industry and availability of improved technologies. SI's project leadership and team members participate in regular forums described below that facilitate their learning of leading practices, methods and tools which then are available to the Province as part of the ICM Project.

Continuous Improvement in the ICM Project and the ICM System will be supported through the practices and SI investments described below.

Annual B.C. Summit of leading practices (*Social Sector Evolution Assessment - JEC Presentation*)

SI will bring to B.C. leading practitioners, thinkers, visionaries and firm representatives to share with the Province leading ideas and practices that have been implemented both within B.C. and around the world in the social and public sector. SI will give a presentation on trends in the social sector and how they relate to this agreement and future delivery of the Services, with recommendations regarding adjustments pertaining to current or future Services, ICM System, ICM Project approach, ICM Project scope, time, budget or quality as defined at the time, or other potential adjustments as may be deemed of value or interest to the Province. This annual summit hosted by SI provides a forum for regular exchanges of ideas and dialogue at the leadership level.

Other firm knowledge assets

SI will provide a number of assets to enable information sharing as discussed below. The knowledge and information in these assets is continuously being added to as projects are completed and lessons learned captured, all of which will be made available to the ICM Project through the following channels:

Global Knowledge Exchange

Description



The Deloitte KX is a global repository of knowledge, industry leading practices, templates, deliverables, project profiles, etc. that allows our practitioners to gain immediate access to innovative solutions created on other Siebel, Oracle and social services projects around the world. It also provides the ability to send targeted information requests to our global community on specific issues which will be responded to by other practitioners who have experienced similar situations or challenges.

Value Provided

The Province will gain value throughout the ICM Project as SI team members will research and pose questions to SI's global community whenever required to identify innovations, leading practices or specific responses to detailed technical issues that may arise during the Oracle product configuration or other aspects of the ICM Project.

DigiGov Community of Practice

Description



The DigiGov Community of Practice (CoP) is a collaboration group in which all of our practitioners in the public sector industry are associated worldwide.

The CoP facilitates rapid delivery of professional development, knowledge sharing, project staffing, research, innovative practices, and project deliverables for all SI Digital Government practitioners.

Some of the activities and resources available to community members include: educational webinars, conference calls; support of projects, and ongoing research; case studies and interaction with Digital Government advisers; tools and collateral to support projects; and much more.

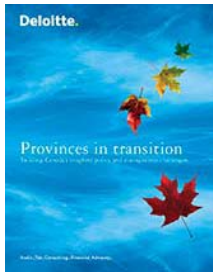
Value Provided

This leveraged asset allows SI to bring its global advisers and resources specifically in the domain of public sector legacy transformation to particular issues or opportunities identified throughout the ICM Project.

SI will utilize this network to draw upon these global practitioners and are able to bring tangible examples of how certain innovations have been implemented elsewhere.

Deloitte Research

Description



Deloitte Research is the launching pad for our thought leadership in prominent publications such as the *Harvard Business Review*, and at key business conferences and national gatherings of numerous trade and professional associations.

Deloitte Research is an engine for the studies and publications that bring eminence to the member firms and our clients, dedicated to focusing deeply on topics intertwined with the strategic planning by executives in a specific industry and sometimes across all of them.

It is, moreover, a network of specialists that provides our partners and clients with industry insights and to deal with a future that offers more opportunities and risks in a world connected by technology and powered by ideas.

Value Provided

SI will draw upon and share these global research papers with the Province and may provide the Province with one-on-one access to the authors of these global studies to discuss the results and how it may be specifically applied to the Province's specific circumstances.

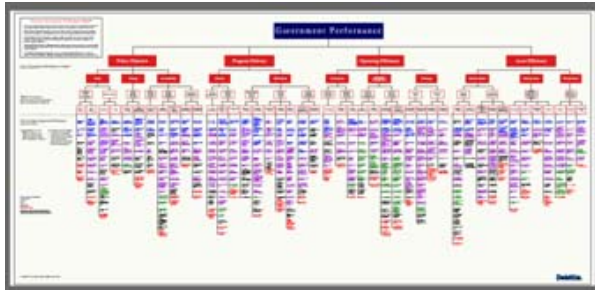
SI will Provide the Province with opportunities to meet with SI's global specialists and authors.

Deloitte Oracle Technology Network (DOTN)	
Description	Value Provided
<p>The Deloitte Oracle Technology Network (DOTN) is Deloitte's global community of practitioners with Oracle technology skills. DOTN practitioner's technical skill sets and experience can be leveraged in the deployment of packaged applications (Siebel, eBusiness Suite, PeopleSoft Enterprise, JD Edwards EnterpriseOne) and other Oracle technology products including Application Server, Database, Grid, Business Intelligence, SOA Suite Integration, Portal, Collaboration, and Development Tools.</p> <p>The DOTN has been established as a community of interest as a result of our significant experience and capability in working with Oracle technologies. The DOTN assists our practitioners by:</p> <ul style="list-style-type: none"> • Providing updates on new releases, key announcement by Oracle, new products, etc. • Providing Oracle training to our practitioners • Assembling Oracle-based project templates and deliverables for re-use • Providing an Oracle Fusion Centre of Specialists for coordination of our global capabilities in the area of Fusion middleware integration 	<p>Though this is a network that is directed towards SI's practitioners, the Province will benefit from this Network indirectly in that SI's Oracle Technology team members are kept updated and current on new technologies as they come available. In addition, the SI team has access to Oracle-specific specialists, templates, and tools that may be further leveraged on the ICM Project to accelerate the project or add innovations to the solution design.</p>

Firm Knowledge Leveraged Assets

Continuous Development of Methods & Frameworks to support the ICM Project and to improve the ICM System

Each year, SI's global firm invests a significant amount of resources and money in designing and enhancing a wide variety of methodologies and frameworks that span multiple industries, services and technologies. The methods and frameworks most relevant to the ICM Project and the ICM System are documented below.

Government Performance Map	
Description	Value Provided
<p>The Deloitte Government Performance Map is a practical tool that links potential improvement initiatives and government performance.</p>  <p>The tool considers the following key dimensions of achieving government objectives:</p> <p>Policy Objectives: Effective legislative and executive policies guide the development of program guidelines. Outcome-focused approaches help translate these policies into tactical program plans that deliver measurable results.</p> <p>Program Delivery: Successful programs comprise activities that deliver real results and essential services. Programs should be designed to meet or exceed the agency's strategic goals around effectiveness, efficiency, and increased constituent satisfaction.</p> <p>Operating Efficiency: Refers to delivering maximum value for money in terms of service levels, product quality or operational support. Performance excellence is driven by the ability to deliver expected outcomes while optimizing resource utilization.</p> <p>Asset Efficiency: Management of organization assets to maximize utility with minimal cost. Performance excellence is driven by the ability to effectively and efficiently manage human capital, physical assets, and financial assets.</p>	<p>The Government Performance Map is a tool that will allow SI to work with the Province to stimulate a structured thinking process by viewing the organization through a value lens to identify drivers and levers to increase government performance.</p> <p>By overlaying the Province's key initiatives onto the map, it allows the Province to assemble and manage a value-based portfolio of projects and to prioritize the projects based on the value they are deriving.</p> <p>The tools also allow for the development of business cases and the monitoring and measurement of these portfolios.</p>

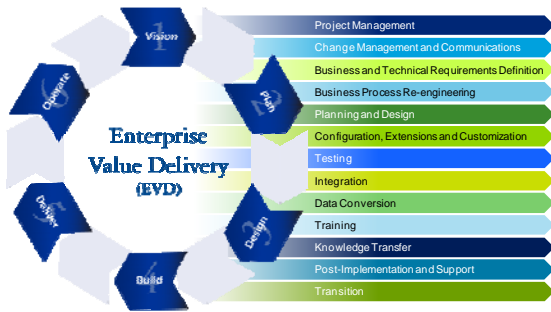
Enterprise Value Delivery (EVD) – Oracle Siebel Edition

Description

Enterprise Value Delivery (EVD) for Oracle focuses on developing a consistent implementation approach across the major Oracle packages. It also includes SolutionPacks for Siebel and eBusiness Suite. These SolutionPacks are collections of matched, peer-reviewed deliverables in a hierarchy that matches the structure of the method.

The EVD method is a rich information repository that describes how to deliver Oracle Siebel projects. The three key components in the method are:

- **Deliverables** – What is delivered on the project
- **Activities** – How to create the deliverables
- **Accelerators** – Tools to speed and enhance deliverables



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EVD is supported by a rich collection of sample deliverables, detailed procedures, deliverable templates and accelerators, organized by project phase and thread.

Value Provided


As SI's primary implementation methodology for this project, the Province will receive from SI's EVD a wide variety of benefits including the following:

- It provides a standardized and consistent approach to implement Oracle Siebel projects
- It provides a framework, mapped integration points, and a detailed roadmap to determine an efficient and successful implementation
- It provides a common language used by all ICM Project Team members
- It integrates the work of different teams to prevent duplication of efforts
- It provides a basis for comparison among several Oracle Siebel projects
- The "People, Change and Learning" thread integrates the work critical to transform the organization
- Brings a balanced consideration of people, process, and technology
- Provides tools to consistently deliver the projects
- Templates can be shared between different projects that will enhance the quality of work constantly

Methods & Frameworks Leveraged Assets

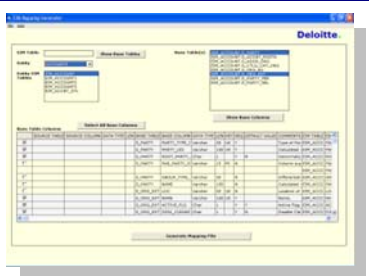
Continuous Development of Tools to support the ICM Project and to improve the ICM System

This category of leveraged assets includes tangible tools that might be utilized to accelerate the implementation and configuration tasks. These tools may be introduced as-is to the Province's environment (and are based on leading practices we have developed with our past clients) or may be adapted to make them even more precisely tailored to the Province's business. Again, our global firm invests a significant amount of resources and money each year in designing and enhancing a wide variety of these tools which will be available to the ICM Project and used by SI in the Services, including design, implementation, and improvement of the ICM System.

Health and Human Services Book of Knowledge	
Description	Value Provided
 <p>Our Book of Knowledge consolidates the leading working practices and technology solutions across our collaborative state case management implementations. The progressive learning from these implementation results has provided SI with overall thought leadership to help your peers throughout North America. The Book of Knowledge captures each social service program's specific needs, requirements, and evolving solutions in all three Case Management Solution Suite dimensions (people, process, and technology), and then operationalizing them into integrated social services delivery models to progressively add to this book of knowledge for future implementations. The aggregate of this learning is the Book of Knowledge that serves the Province for the ICM Project.</p>	<p>This knowledge-based approach saves time and mitigates risk by quickly applying comparative models for training, business process, functional, and technical decisions with the Province in planning and executing implementation details. While each organization has unique needs, there is a high proportion of commonality across social service agencies that may be leveraged to accelerate implementations and introduce leading practices.</p> <p>The Book of Knowledge enables us to describe two-to-four leading operational models for trade-off analysis, providing pros and cons, and potential outcomes, collaborating on what serves the Province.</p>

Siebel EIM Tool

Description	Value Provided
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Siebel EIM is a tool that allows for batch, mass-loading of data from database sources. In order to accelerate the configuration of EIM routines and optimize the EIM loads themselves, SI has created the Siebel EIM Tool to create data mapping design specs and migrate data more efficiently.


The tool provides an automated data mapping document generation and allows the performance of data loading on click of a button. The tool is used in the design and data migration phases of a project.

Use of this tool allows SI's development team and clients to more quickly and efficiently create data mapping from external sources or legacy systems very simply. It also reduces the time required in data conversion planning and execution and reduces the number of resources that we might otherwise require on the data conversion task.

The Province's solution design documents have identified Siebel EIM as an important component of the architecture therefore this toolset could provide an important value-add throughout the implementation.

Siebelyzer

Description	Value Provided
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This technical tool provides assistance in analyzing a Siebel repository in preparation of performing an upgrade. The tool attaches to both a vanilla repository and the configured client repository and includes automated repository analyzing capabilities and it derives the effort and complexity of the upgrade.

The tool creates an output report that identifies custom configuration, upgrade conflicts, database sizing, etc.

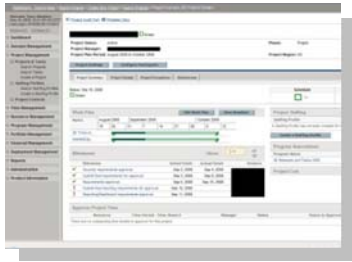
This tool adds value by performing a comprehensive evaluation of a repository that would be infeasible to perform in a more traditional manner. It provides more detailed information for making upgrade planning decisions and confirms that major issues are identified up front rather than later in the process

Siebel Modified Objects Tracking Tool	
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Description	Value Provided
<p>These documents help in tracking any change in objects between two input dates. This helps single developers to know what they have modified and also it helps to project manager to have the exhaustive list of modified objects in a given Siebel repository between two dates.</p>	<p>One of the key challenges to Siebel configuration is the managing of the inter-dependencies of configurations (e.g., Changing a dropdown value may impact a workflow somewhere else in the system). This tool will help SI and the ICM Project Team to clearly and quickly document their changes for each design item and allow for a repository of modifications so that the impact of future changes may be evaluated completely to determine the potential impact of a proposed change.</p>

DeloitteEdge	
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Description	Value Provided
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DeloitteEdge is an enterprise project and configuration management application for IT that includes a set of demonstrated products to support key IT processes and functions. It includes process automation, workflow management and allocation. This tool would be used for both build and implementation phases in addition to being used by the application support team post-production in order to manage tasks, releases, enhancements, defects, etc.

Deloitte OnLine (eRoom)	
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Description	Value Provided
<p>Deloitte OnLine (eRoom) is a secure collaboration area for sharing project knowledge and materials with SI global member firms team members, clients, and approved third parties. eRooms are accessible globally on the Internet.</p>	<p>A project with the size and complexity of the ICM Project requires a solid and defined approach to team collaboration. The Deloitte OnLine tool will provide the mechanism to promote this team collaboration and allow the Province to achieve efficiencies around project administration.</p>

Accelerators for Siebel	
Description	Value Provided
<p>Our organization has substantial experience in implementation Siebel CRM applications and as such, we have pre-configured a number of innovative add-on functionalities, "Deloitte Accelerators for Siebel" which we utilize to accelerate the implementation for our clients.</p> <p>These functions are all based on configurations of the Siebel CRM application using Oracle-approved approaches and configuration toolsets provided within the Siebel CRM application (such as Workflows, Integration Objects, Applets, Business Components, etc.). Since they are pre-configured workflows or business logic, they are easily imported into the Province's environment at the outset of the project and modified accordingly to adapt to specific requirements as applicable. Our accelerators have undergone Oracle configuration reviews by specialist services through multiple projects. In additions, many of these accelerators have undergone upgrades to newer versions of Siebel without issue.</p>	s.21

Tools Leveraged Assets

The following items are a sample of some of the "Deloitte Accelerators for Siebel Public Sector" SI has created and adapted over the years.

- **Advanced Action Templates.**

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- **Case Task Automation.**

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- **Input Forms Automation.**

s.21

- **Correspondence Assembling Engine.**

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- **Advanced EAI Logger**

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Continuous Development of Deloitte Team Resources to support the ICM Project and to improve the ICM System

SI invests in its resources, improving their skills and knowledge by embedding within its talent development program learning plans for its people which include external courses and conferences, internal courses targeted at various levels, services and industries and also certification programs. The outcome from SI’s strong development and learning program is innovative services and better quality of services delivered by SI to SI’s clients.

Some of SI’s learning and development forums are described below.

Online Resources

Online learning content is a common means for SI practitioners to self-educate on new material. Content ranges from basic to advanced, allowing practitioners to build an online learning plan that meets their specific learning needs and set a timeframe to completion. SI practitioners have a vast array of learning resources from which to select their desired learning content. The table below provides specific examples.

Online Resource	Available Resources Help our Staff Grow
Books24x7 online library	Contains more than 3,600 unabridged professional books by leading authors and publishers. Full-text electronic republication of books and journals covering numerous technology topics, including networking, programming languages, desktop applications, the Web and more.
ExecSummaries	Nearly 200 8-page summaries of the most relevant business titles from the Books24x7 library, all available online and in print, and most available as MP3 audio files.
E-Learning Courses	Self-paced courses on practically any topic relevant to all of SI’s service offerings.

Online Resource	Available Resources Help our Staff Grow
Online Workshops	Ability to access workshop materials which can be downloaded and used to hold a workshop at the project site.
Online Classroom Learning	Provide access to virtual classroom experiences that allow for learning collaboration online.

Online Learning Resources

Deloitte Vendor Alliances

Vendor alliances are a key component to SI’s learning effort – especially in the ever-changing world of technology. Vendors regularly offer SI practitioners demonstrations of latest products and services and how they fit into today’s marketplace. Vendors often make their own internal training material available to our practitioners, allowing the same opportunities provided to vendor staff – levelling the learning field across large organizations.

Resource	Available Resources Help our Staff Grow
Vendor Training	Many alliance partners share their internal training materials for SI to leverage. Specifically, IBM, Oracle, and Cognos are a few of the larger vendors where materials are readily available for SI practitioners to leverage for their clients.
Vendor Conferences	Practitioners are encouraged to attend conferences related to their industry and project works to stay apprised of the latest trends and areas of improvement.

Vendor Specific Training

Regional Training Events

Regional events are tied to a practitioner’s service area, service line and geographical region. These are also held on annual basis so practitioners can continue to stay apprised of current trends.

Resource	Available Resources Help our Staff Grow
Technology Integration Day of Learning (TI DoL)	TI DoL is a specific all-day event tailored to technology practitioners. During this event, four to six classes are offered to TI practitioners, specifically focusing on up-and-coming technology trends, software/hardware packages, or current technology challenges faces by SI technologists. It is held at a regional level to allow for additional networking opportunities among SI practitioners.
Public Sector Road show	An internal training session and convention held to educate SI public sector practitioners on industry-leading solutions and key client challenges and successes.

Resource	Available Resources Help our Staff Grow
Public Sector University	Public Sector University is an extended, multi-day experience for SI practitioners beginning to specialize in the public sector industry. Here, they are immersed in an intensive series of classes designed to create a strong public sector knowledge foundation upon which to build industry-specific skills.
Social Services Quarterly Client Forum	Forum to exchange knowledge between various social services projects across jurisdictions to share information on impact of change in regulations and innovations in practices and processes.
Monthly Townhall and market offering calls	Forum to share information regarding new SI and third party research in the social services sector, new service offerings in the social services sector and project issues and resolution ideas.

Regional Training Events

Continuous Improvement Action Plans relating to Continuous Improvement of the ICM System

With regard to Continuous Improvement of the ICM System, SI will work in consultation with the Province to develop an action plan for Continuous Improvement upon completion of assessment of the performance metrics in view of the target performance levels on an annual basis or at such applicable times specified in any MS SOW or any applicable SOW. Such action plans will prioritize areas for improvement, and set a detailed plan for implementation of improvements, and any required follow up or adjustment measures.

For any of the Continuous Improvement action plans, SI and the Province will work together to determine each parties' responsibilities for implementing such Continuous Improvement. Prior to implementing the Continuous Improvement action plans, the Province will determine an appropriate time frame for follow up of the implementation and adjustment of such action plans, if applicable.

SCHEDULE K

SI ACCOUNT MANAGER, SI CONTRACT MANAGER, KEY PERSONNEL AND APPROVED SUBCONTRACTORS

SI Account Manager and SI Contract Manager

1. SI appoints Jason Winkler as SI Account Manager.
2. SI appoints Kevin Glatiotis as SI Contract Manager.

Key Personnel

3. SI appoints the following Key Personnel to perform the roles set out in the table below, each as further described in section 5 of this Schedule K, which Key Personnel will be subject to the Periodic Minimum Payment rates set out below:

Key Personnel	Role	Periodic Minimum Payment
a. Sucha Kukatla	Senior Project Manager	20% of billing rate set out in Schedule L, calculated for Business Days utilizing a 9 hour work day
b. Alain Guilbault	Senior Consultant	40% of billing rate set out in Schedule L, calculated for Business Days utilizing a 9 hour work day
c. Andrew Pau	Organizational Transformation Consultant	20% of billing rate set out in Schedule L, calculated for Business Days utilizing a 9 hour work day
d. Kevin Armstrong	Siebel-CRM Solution Architect	20% of billing rate set out in Schedule L, calculated for Business Days utilizing a 9 hour work day
e. Allan Gibson	Haley Rules Technical Architect	75% of billing rate set out in Schedule L, calculated for Business Days utilizing a 9 hour work day.

Approved Subcontractors

4. The Approved Subcontractors are:
 - a.** Deloitte Consulting LLP (Deloitte US)
1633 Broadway
New York, New York 10019-6754
United States

- b.** Business Integration Group Inc
8960 Etching Overlook
Duluth, GA. 30097
USA

- c.** OA Solutions
#2110 - 1050 West Pender Street
Vancouver, B.C. V6E 3S7
Tel: (604) 632-0333
Fax: (604) 648-9769

- d.** MAKE technologies
Ste. 1790 - 1188 West Georgia Street
Vancouver, B.C. V6E 4A2
Tel: (604) 738-4999
Fax: (604) 738-4979

- e.** Eagle Professional Resources
700 West Georgia Street, Suite 1410
Vancouver, B.C. V7Y 1A1
Tel: (604) 899-1130
Fax: (604) 899-1150

Role Descriptions and Qualifications

- 5. The parties agree that the Key Personnel set forth above have the qualifications, expertise and experience as set forth in Appendix K1 and K2 to this Schedule K.

Appendix K1

a. Role Description: SI Account Manager

See E1 of Appendix L1 to Schedule L.

b. Role Description: SI Contract Manager

See E3 of Appendix L1 to Schedule L.

c. Role Description: Senior Project Manager

See A1 of Appendix L1 to Schedule L.

d. Role Description: Senior Consultant

See B1 of Appendix L1 to Schedule L.

e. Role Description: Organizational Transformation Consultant

See C1 of Appendix L1 to Schedule L.

f. Role Description: Siebel-CRM Solution Architect

See D1 of Appendix L1 to Schedule L.

g. Role Description: Haley Rules Technical Architect

See D2 of Appendix L1 to Schedule L.

Appendix K2

Jason Winkler

Partner
Vancouver
Office Phone - 604.601.3468 / Mobile - 604.312.3567

s.22

Pages 166 through 167 redacted for the following reasons:

S.22

Kevin Glatiotis

Manager

Victoria

Office Phone - 250.978.4420 / Mobile - 250.858.0417

s.22

Pages 169 through 170 redacted for the following reasons:

S.22

Chandrashekhar (CM) Sathe

Principal
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s.22

Pages 172 through 176 redacted for the following reasons:

S.22

Sucha Kukatla

Senior Manager

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s.22

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S.22

Alain Guilbault

Manager, Customer Relationship Management
Calgary, Alberta
Office Phone - 403.267.0616 / Mobile - 403.589.7348

s.22

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S.22

s.22

Pages 192 through 193 redacted for the following reasons:

S.22

Kevin Armstrong

Principal
Ottawa
Office Phone - 613.751.5219

s.22

Pages 195 through 205 redacted for the following reasons:

S.22

Allan Gibson

allangibson@busreeng.com

s.22

Pages 207 through 208 redacted for the following reasons:

S.22

SCHEDULE “L”
RATE SCHEDULE

FEES

- 1.01 The Fees payable to SI by the Province in respect of the Services and Deliverables will be calculated in accordance with Article 6 of the SISA and will be based on the rate schedule attached as Appendix “L1” to this Schedule “L” (the “**Rate Schedule**”).
- 1.02 Where the Fees payable to the SI by the Province relate to any SOW, such Fees will be payable in accordance with the Milestone Payment schedule as set out in the applicable SOW.
- 1.03 Subject to section 16.2 of the SISA, in no event will the rates used to calculate the Fees payable under any SOW exceed the TM Rates specified in the Rate Schedule, whether such rates are specified in relation to named SI Personnel or to a specific resource type identified in the Rate Schedule.

EXPENSES

- 2.01 The Province will reimburse SI for monthly travel and living Expenses incurred by SI Personnel where:
- (a) such SI Personnel are named in an applicable SOW;
 - (b) reimbursement of the Expenses is expressly authorized in the SOW for such named SI Personnel;
 - (c) receipts supporting reimbursement are submitted with the invoice that applies to the Services performed by such SI Personnel for the same period that the receipts apply;
 - (d) the reimbursement request and the applicable receipts are in accordance with the Group II rates and policies as set out in the CPPM;
 - (e) the requested reimbursement does not exceed five thousand dollars (\$5,000) per month (unless otherwise agreed in writing in a SOW);
 - (f) the SI Personnel is not a Relocated Employee as defined below; and

(g) the request for reimbursement is in compliance with any other terms expressly set forth in the applicable SOW including, without limitation, any limitation on the number of months that reimbursement may be requested for such SI Personnel.

2.02 The Province will reimburse SI for applicable relocation Expenses incurred by SI Personnel (each a “**Relocated Employee**”) where:

(a) such Relocated Employee is named in an applicable SOW;

(b) reimbursement of the Expenses is expressly authorized in the SOW for such Relocated Employee;

(c) the relocation of the Relocated Employee to Victoria, British Columbia solely in respect of the ICM Project;

(d) the reimbursement is supported by receipts in the form set out in the SOW and where not specified in the SOW then in a form acceptable to the Province;

(e) the requested reimbursement does not exceed any limit set forth in the SOW and where no limit is set out in a SOW then the limit shall be deemed to be \$50,000; and

(f) the request for reimbursement is in compliance with any other terms expressly set forth in the applicable SOW including, without limitation, any limitations on the nature of the relocation expenses that the Province will accept.

INVOICING

3.01 Payment of all Fees in respect of the Services and Deliverables will be in accordance with sections 6.10 and 6.11 of the SISA.

3.02 SI will invoice the Province monthly for all Expenses set out in this Schedule “L”, and, where such Expenses are properly supported and in accordance with the provisions of this Schedule L, the Province will pay SI for such Expenses pursuant to section 6.11 of the SISA.

**APPENDIX L1 TO SCHEDULE L
Rate Schedule**

#	Resource Type	Description	Domestic Hourly Rate effective for 2009 (\$/hr)	Domestic Hourly Rate effective for 2010 (\$/hr)	Domestic Hourly Rate effective for 2011 (\$/hr)	Domestic Hourly Rate effective for 2012 (\$/hr)	Domestic Hourly Rate effective for 2013 (\$/hr)	Domestic Hourly Rate effective for 2014 (\$/hr)	Corresponding Deloitte Job Title, Level and Description (including minimum experience and expertise for the role)	Initial Resource
	<u>Project Leadership Roles</u>									
A1	Senior Project Manager	The Senior Project Manager serves as the primary interface to the Province, creates the detailed project plan, manages the SI project team members, forecasts and tracks accurate and complete costs and schedules, manages scope, reports project status, manages the acceptance of deliverables, directs the change process, ensures adherence to the applicable methodology, manages project risk, facilitates issue resolution, and manages project quality reviews. Expected to have extensive experience in project management, managing large complex Seibel implementations.				\$ 21			Principal, Program Director \$ 21 Qualifications: A Bachelor's degree (BS/BA) or higher and at least twelve years of professional work experience.	Sucha Kukatla
	<u>Functional Roles</u>									
B1	Senior Consultant	Senior Consultants lead teams in key activities such as determining business processes and determination of functional requirements (that will subsequently be used to develop the test criteria and plans that will be used to determine the Province's acceptance of the Siebel Enterprise Application). The Senior Consultant will lead teams that will assist with determination of business processes, configuration and customization requirements as well as policy change. The Senior Consultant will lead and take ownership of fit-gap workshops. Must have extensive experience conducting fit-gap in complex Seibel implementations.				\$ 21			Manager, Senior CRM Specialist \$ 21 Qualifications: A Bachelor's degree (BS/BA) or higher and at least seven years of relevant work experience.	Alain Guilbault
	<u>Change Management Roles</u>									

#	Resource Type	Description	Domestic Hourly Rate effective for 2009 (\$/hr)	Domestic Hourly Rate effective for 2010 (\$/hr)	Domestic Hourly Rate effective for 2011 (\$/hr)	Domestic Hourly Rate effective for 2012 (\$/hr)	Domestic Hourly Rate effective for 2013 (\$/hr)	Domestic Hourly Rate effective for 2014 (\$/hr)	Corresponding Deloitte Job Title, Level and Description (including minimum experience and expertise for the role)	Initial Resource
C1	Organizational Transformation Consultant	Organizational Transformation Consultant is a senior consultant that will support organizational change management and transformation including organizational design based on the new business practices. Expected to have extensive experience in organizational transformation and design, in particular related to packaged applications implementations in the social sector.				\$ 21			Senior Manager, IT Process/Change Specialist II Qualifications: A Bachelor's degree (BS/BA) or higher and at least five years of professional work experience.	Andrew Pau
	Technical Roles									
D1	Seibel-CRM Solution Architect	The Seibel-CRM Technical Architect manages the design and implementation of Siebel application configurations and other related application development, coordinates user interface tuning, mentors more junior project team members, facilitates the knowledge transfer to the client, designs and executes unit and integration test plans, and provides system upgrades and support. The Seibel-CRM Technical Architect should be a senior architect with extensive Seibel-CRM implementation experience.				\$ 21			Associate Partner, Project Manager I Qualifications: A Bachelor's degree (BS/BA) or higher and at least five years of professional work experience.	Kevin Armstrong
D2	Haley Rules Technical Architect	The Haley Rules Technical Architect manages the design and implementation of the Haley rules engine within the context of the Seibel implementation. The Haley Rules Technical Architect will design the integration into the target environment. The Haley Rules Technical Architect should have extensive experience implementing Haley Rules within the Seibel context.				\$ 21			Senior IT Consultant Qualifications: A Bachelor's degree (BS/BA) or higher and at least ten years of professional work experience.	Allan Gibson

#	Resource Type	Province Description	When Available? (Indicate when the Resources will be available)	Hourly Rate effective for 2009 (\$/hr)	Hourly Rate effective for 2010 (\$/hr)	Hourly Rate effective for 2011 (\$/hr)	Hourly Rate effective for 2012 (\$/hr)	Hourly Rate effective for 2013 (\$/hr)	Hourly Rate effective for 2014 (\$/hr)	Global or Domestic Resource? (domestic/global)	Corresponding Proponent Job Title, Level and Description (including minimum experience and expertise for the role)	Initial Resource
E1	Account Manager	The Account Manager has overall responsibility for communication, issue escalation, and quality assurance Expected to be at a senior executive level (e.g. VP or Partner Level) This position will not be paid by the Province	4/20/2009							Domestic	Executive Relationship Management \$ 21 Qualifications: A Bachelor's degree (BS/BA) or higher and at least twelve years of professional work experience.	
E2	Account Manager/Senior Project Advisor (variable over timeline)	The Account Manager has overall responsibility for communication, issue escalation, and quality assurance Expected to be at a senior executive level (e.g. VP or Partner Level) This position will not be paid by the Province	4/20/2009							Domestic	Principal, Quality/Risk Executive \$ 21 Qualifications: A Bachelor's degree (BS/BA) or higher and at least twelve years of professional work experience.	
E3	Contract Manager	The Contract Manager has day-to-day responsibility for communication, issue escalation, and quality assurance Expected to be at a senior manager level	7/13/2009							Domestic	Manager, Project Manager I \$ 21 Qualifications: A Bachelor's degree (BS/BA) or higher and at least five years of professional work experience.	

#	Resource Type	Province Description	When Available? (Indicate when the Resources will be available)	Hourly Rate effective for 2009 (\$/hr)	Hourly Rate effective for 2010 (\$/hr)	Hourly Rate effective for 2011 (\$/hr)	Hourly Rate effective for 2012 (\$/hr)	Hourly Rate effective for 2013 (\$/hr)	Hourly Rate effective for 2014 (\$/hr)	Global or Domestic Resource? (domestic/global)	Corresponding Proponent Job Title, Level and Description (including minimum experience and expertise for the role)	Initial Resource
E4	Project Manager	The Project Manager provides project management and administrative support to the project. Expected to have experience in working on large complex implementation projects.	4/20/2009				\$21			Domestic	Director, Senior Project Manager \$21 Qualifications: A Bachelor's degree (BS/BA) or higher and at least twelve years of professional work experience.	
Functional Roles												
F1	Intermediate Consultant	Intermediate Consultants participate in teams (or lead sub-teams) to support key activities such as determining business processes and determination of functional requirements (that will subsequently be used to develop the test criteria and plans that will be used to determine the Province's acceptance of the Siebel Enterprise Application). Will participate on team that will determine business processes, configuration and customization requirements as well as policy change. Will have experience in conducting fit-gap with Siebel. Will participate in fit-gap workshops.	TBD				\$21			Domestic	Manager, Enterprise CRM Applications \$21 Qualifications: A Bachelor's degree (BS/BA) and relevant work experience.	
F2	Junior Consultant	Junior Consultants participate in teams to support key activities such as determining business processes and determination of functional requirements (that will subsequently be used to develop the test criteria and plans that will be used to determine the Province's acceptance of the Siebel Enterprise Application). Will participate on teams that will determine business processes, configuration and customization requirements as well as policy change. May not have experience in conducting fit-gap with Siebel but will have BPR (Business Process Redesign) or similar experience. Will participate in fit-gap workshops.	TBD				\$21			Domestic	IT Consultant \$21 Qualifications: A Bachelor's degree (BS/BA) and relevant work experience.	

#	Resource Type	Province Description	When Available? (Indicate when the Resources will be available)	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Global or Domestic Resource? (domestic/global)	Corresponding Proponent Job Title, Level and Description (including minimum experience and expertise for the role)	Initial Resource
				effective for 2009 (\$/hr)	effective for 2010 (\$/hr)	effective for 2011 (\$/hr)	effective for 2012 (\$/hr)	effective for 2013 (\$/hr)	effective for 2014 (\$/hr)			
	Change Management Roles											
G1	Senior Social Sector Consultant (F1)	Senior Social Sector Consultant provides subject matter knowledge to the ICM project around business process, policy and organizational best practices. Provides strategy advice to maximize the value/net positive impact of the Seibel-based business practices. Expected to have Seibel and/or social sector systems experience.	TBD							Domestic	<p>Senior Manager, IT Process/Change Specialist I</p> <p style="text-align: center; color: red;">\$ 21</p> <p>Qualifications: A Bachelor's degree (BS/BA) or higher and at least three years of professional work experience.</p>	
G2		[Intentionally Deleted]										
G3	Senior Training Consultant	A senior trainer will lead the development and tailoring of training materials to support the deployment and adoption of new practices. The trainer should have experience in train-the-trainer and direct training approaches. Expected to have significant experience in packaged application training in the social sector.	TBD							Domestic	<p>Manager, Technical Trainer II</p> <p style="text-align: center; color: red;">\$ 21</p> <p>Qualifications: A Bachelor's degree (BS/BA) or higher and at least six years of professional work experience.</p>	

#	Resource Type	Province Description	When Available? (Indicate when the Resources will be available)	Hourly Rate effective for 2009 (\$/hr)	Hourly Rate effective for 2010 (\$/hr)	Hourly Rate effective for 2011 (\$/hr)	Hourly Rate effective for 2012 (\$/hr)	Hourly Rate effective for 2013 (\$/hr)	Hourly Rate effective for 2014 (\$/hr)	Global or Domestic Resource? (domestic/global)	Corresponding Proponent Job Title, Level and Description (including minimum experience and expertise for the role)	Initial Resource
G4	Training Consultant	A senior trainer will support development and tailoring of training materials to support the deployment and adoption of new practices. The trainer will have experience in train-the-trainer and direct training approaches. Expected to have experience in Seibel training.	TBD				\$ 21			Domestic	Manager, Technical Trainer I \$ 21 Qualifications: A Bachelor's degree (BS/BA) or higher and at least three years of professional work experience.	
G5		[Intentionally Deleted]										
	<u>Technical Roles</u>											
H1	Database Administrator (DBA)	The database administrator designs and implements data mapping from multiple sources and integrated applications. The DBA also performs data modeling, optimizes the database, performs database maintenance and administration, and develops backup and disaster recovery strategies. The DBA is expected to have extensive Siebel implementation and/or support experience.	TBD				\$ 21			Domestic	Senior Consultant, IT Consultant \$ 21 Qualifications: A Bachelor's degree (BS/BA) and relevant work experience.	
H2	Application Administrator	The Application Administrator is a senior consultant supporting the following: <ul style="list-style-type: none"> Enterprise integration, which requires working with the Interface and Migration Consultant and to define that data needs to be distributed into, and out of, the Siebel Enterprise Application; Connectivity, which requires an understanding of telecommunications and networking to maintain the modem bank and the remote user connections; Server Process Monitor, which requires working with the various server processes to support the key application and database processes; Workflow, to support the workflow processes, for example by maintaining and entering new policies; 	TBD				\$ 21			Domestic	CRM Specialist II \$ 21 Qualifications: A Bachelor's degree (BS/BA) or higher and at least five years of professional work experience.	

#	Resource Type	Province Description	When Available? (Indicate when the Resources will be available)	Hourly Rate effective for 2009 (\$/hr)	Hourly Rate effective for 2010 (\$/hr)	Hourly Rate effective for 2011 (\$/hr)	Hourly Rate effective for 2012 (\$/hr)	Hourly Rate effective for 2013 (\$/hr)	Hourly Rate effective for 2014 (\$/hr)	Global or Domestic Resource? (domestic/global)	Corresponding Proponent Job Title, Level and Description (including minimum experience and expertise for the role)	Initial Resource
		<ul style="list-style-type: none"> Other key application processes The application administrator should have extensive experience implementing and supporting Seibel										
H3	Haley Rules Modeler	The Haley Rule Modeler designs and implements the Haley Rules using the Haley data model and rules. The Haley Rule Modeler is expected to have extensive experience implementing the Haley rules engine and should have experience implementing the Haley rules engine in the context of Seibel implementations.	TBD				\$.21			Domestic	IT Consultant \$.21 Qualifications: A Bachelor's degree (BS/BA) and relevant work experience.	
H4	Systems Administrator	The System Administrator is responsible for monitoring, maintaining and planning for all application server and hardware and software systems. The Systems Administrator should have experience in supporting projects of comparable size to the ICM.	TBD				\$.21			Domestic	Specialist Senior, IT Consultant \$.21 Qualifications: A Bachelor's degree (BS/BA) and relevant work experience.	
H5	Support Structure Planner	The Support Structure Planner will identify the steps that must be taken to implement the internal support infrastructure and organization. The Support Structure Planner should have experience in supporting projects of comparable size to the ICM.	TBD				\$.21			Domestic	Manager, Senior IT Consultant \$.21 Qualifications: A Bachelor's degree (BS/BA) or higher and at least two years of professional work experience.	

#	Resource Type	Province Description	When Available? (Indicate when the Resources will be available)	Hourly Rate effective for 2009 (\$/hr)	Hourly Rate effective for 2010 (\$/hr)	Hourly Rate effective for 2011 (\$/hr)	Hourly Rate effective for 2012 (\$/hr)	Hourly Rate effective for 2013 (\$/hr)	Hourly Rate effective for 2014 (\$/hr)	Global or Domestic Resource? (domestic/global)	Corresponding Proponent Job Title, Level and Description (including minimum experience and expertise for the role)	Initial Resource
H6	Performance Analyst	The Performance Analyst will assess and manage the technical infrastructure to determine the network and system upgrades that will need to be implemented before the Siebel Enterprise Application can meet the performance requirements defined in the requirements specification. The Performance Analyst should have experience in supporting projects of comparable size to the ICM Project.	TBD				\$21			Domestic	CS Assistant Manager, IT Consultant Qualifications: A Bachelor's degree (BS/BA) and relevant work experience.	
H7	Senior Report Developer	The Senior Report Developer leads a team in the requirements definition of ICM project's reports and is responsible for the design and implementation of all reports using the Siebel Enterprise Application's report generation tool and/or other tools. The report developer should have extensive experience implementing Siebel.	TBD				\$21			Domestic	Programmer Qualifications: A Bachelor's degree (BS/BA) or two years of relevant work experience.	
H8	Report Developer	The Report Developer supports the requirements definition of ICM project's reports and is responsible for the design and implementation of all reports using the Siebel Enterprise Application's report generation tool and/or other tools. The report developer should have significant experience implementing Siebel.	TBD				\$21			Domestic	CS Analyst, Programmer Qualifications: A Bachelor's degree (BS/BA) or two years of relevant work experience.	

#	Resource Type	Province Description	When Available? (Indicate when the Resources will be available)	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Global or Domestic Resource? (domestic/global)	Corresponding Proponent Job Title, Level and Description (including minimum experience and expertise for the role)	Initial Resource
				effective for 2009 (\$/hr)	effective for 2010 (\$/hr)	effective for 2011 (\$/hr)	effective for 2012 (\$/hr)	effective for 2013 (\$/hr)	effective for 2014 (\$/hr)			
H9	Interface and Migration Consultant	The Interface and Migration Consultant will design and develop the interfaces to legacy client applications, prepare data maps, and data extracts, scrub legacy data, load and test data and design, build and test data exchange processes and programs The Interface and Migration Consultant should have extensive experience implementing Siebel	TBD				\$ 21				IT Consultant Domestic \$ 21 Qualifications A Bachelor s degree (BS/BA) and relevant work experience.	
H10	Senior Configuration Consultant	The Senior Configuration Consultant leads a team(s) of consultants that analyzes, designs, builds and tests system/application configurations and application extensions The Senior Configuration Consultant will also contribute to the technical documentation and the knowledge transfer needed to allow the Province to support the application once the project is complete The Senior Configuration Consultant should have extensive experience in implementing Siebel, including team-lead roles, as well as extensive Siebel configuration and extension experience	TBD				\$ 21				Senior Consultant, Senior CRM Specialist Domestic \$ 21 Qualifications A Bachelor s degree (BS/BA) or higher and at least seven years of relevant work experience.	
H11		[Intentionally Deleted]										
H12	Intermediate Configuration Consultant	The Intermediate Configuration Consultant analyzes, designs, builds and tests system/application configurations and application extensions The Intermediate Configuration Consultant will also contribute to the technical documentation and the knowledge transfer needed to allow the Province to support the application once the project is complete The Intermediate Configuration Consultant should have extensive experience in implementing Siebel, including extensive Siebel configuration and extension experience	TBD				\$ 21				Siebel Consultant Domestic \$ 21 Qualifications A Bachelor s degree (BS/BA) or higher and at least five years of professional work experience.	
H13		[Intentionally Deleted]										

#	Resource Type	Province Description	When Available? (Indicate when the Resources will be available)	Hourly Rate effective for 2009 (\$/hr)	Hourly Rate effective for 2010 (\$/hr)	Hourly Rate effective for 2011 (\$/hr)	Hourly Rate effective for 2012 (\$/hr)	Hourly Rate effective for 2013 (\$/hr)	Hourly Rate effective for 2014 (\$/hr)	Global or Domestic Resource? (domestic/global)	Corresponding Proponent Job Title, Level and Description (including minimum experience and expertise for the role)	Initial Resource
H14	Junior Configuration Consultant	The Junior Configuration Consultant analyzes, designs, builds and tests system/application configurations and application extensions. The Junior Configuration Consultant will also contribute to the technical documentation and the knowledge transfer needed to allow the Province to support the application once the project is complete. The Junior Configuration Consultant should have extensive experience in implementing Siebel, including extensive Siebel configuration and application extension experience.	TBD				\$ 21			Domestic	CS Sr. Analyst, Systems Analyst Qualifications: A Bachelor's degree (BS/BA) and relevant work experience.	
H15	Test Plan Consultant	The Test Plan Consultant uses the requirements specification as a basis for developing and administering the test plans and procedures that will be used to determine client acceptance of the Siebel Enterprise Application. The Test Plan Consultant should have extensive experience in implementing Siebel, including extensive Siebel testing experience.	TBD				\$ 21			Domestic	Specialist Leader, IT Consultant Qualifications: A Bachelor's degree (BS/BA) and relevant work experience.	
H16	Tester	The Tester executes test plans that will be used to determine client acceptance of the Siebel Enterprise Application. The Tester should have extensive experience in testing in a Siebel environment, including extensive Siebel testing experience.	TBD				\$ 21			Domestic	Systems Analyst Qualifications: A Bachelor's degree (BS/BA) and relevant work experience.	
H17	Cutover Planning Consultant	The Cutover Planning Consultant develops and administers the plans, policies and procedures that will determine and manage the migration from development, to test, to the final production environment. The Cutover Planning Consultant should have extensive experience in implementing Siebel, including extensive cutover planning experience.	TBD				\$ 21			Domestic	Manager, IT Process/Change Specialist I Qualifications: A Bachelor's degree (BS/BA) or higher and at least three years of professional work experience.	

#	Resource Type	Province Description	When Available? (Indicate when the Resources will be available)	Hourly Rate effective for 2009 (\$/hr)	Hourly Rate effective for 2010 (\$/hr)	Hourly Rate effective for 2011 (\$/hr)	Hourly Rate effective for 2012 (\$/hr)	Hourly Rate effective for 2013 (\$/hr)	Hourly Rate effective for 2014 (\$/hr)	Global or Domestic Resource? (domestic/global)	Corresponding Proponent Job Title, Level and Description (including minimum experience and expertise for the role)	Initial Resource
H18	Documentation Analyst	The Documentation Analyst supports the development of the documentation that is needed for configuration, development, implementation, roll-out, training and ongoing support purposes. The Documentation Analyst should have experience in implementing Siebel, including experience in developing and managing documentation.	TBD				\$21			Domestic	Analyst, Documentation Specialist Qualifications: A Bachelor's degree (BS/BA) or higher and relevant work experience.	
H19	Senior Support Analyst	The Senior Support Analyst lead team(s) to provide level 2 support for the ICM application. The Senior Support Analyst should have extensive experience in leading teams to support Siebel.	TBD				\$21			Domestic	CS Manager, CRM Specialist II Qualifications: A Bachelor's degree (BS/BA) or higher and at least five years of professional work experience.	
H20	Support Analyst	The Support Analyst will provide level 2 support for the ICM application. The Support Analysts should have experience in supporting Siebel.	TBD				\$21			Domestic	Consultant, Systems Analyst Qualifications: A Bachelor's degree (BS/BA) and relevant work experience.	
H21	Apprentices	Apprentice analysts may be brought on to the project by the SI. Apprentices may not have significant experience in implementing Siebel (or other packaged applications) but are expected to be quick learners. It is expected that Apprentices will migrate to more senior roles (and rates) after a learning period of 3 to 6 months on the job.	TBD				\$21			Domestic	Analyst, Systems Analyst Qualifications: A Bachelor's degree (BS/BA) and relevant work experience.	

#	Resource Type	Province Description	When Available? (Indicate when the Resources will be available)	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Global or Domestic Resource? (domestic/global)	Corresponding Proponent Job Title, Level and Description (including minimum experience and expertise for the role)	Initial Resource
				effective for 2009 (\$/hr)	effective for 2010 (\$/hr)	effective for 2011 (\$/hr)	effective for 2012 (\$/hr)	effective for 2013 (\$/hr)	effective for 2014 (\$/hr)			
	Administrative Support											
I1	Senior Project Administrator	The project administrator will provide ongoing senior administrative support to the PM and other team members For example the Project Administrator will provide support for tracking, logging and reporting	TBD				\$ 21			Domestic	Project Support Analyst Qualifications A Bachelor s degree (BS/BA) and relevant work experience.	
I2	Project Administrator	The project administrator will provide ongoing administrative support to the PM and other team members For example the Project Administrator will provide support for tracking, logging and reporting	TBD				\$ 21			Domestic	Analyst, Project Support Analyst Qualifications A Bachelor s degree (BS/BA) and relevant work experience.	
I3	Third Party Software	Deloitte will not markup on costs for Third Party Software Procured for the Province For greater clarity, third party software will be passed through at the price paid by Deloitte GST will not be included in pass through charges as the Province is exempt										
	Offshore Resources											
J1	Offshore Resource	An offshore resource is any SI Personnel that provides Services to the ICM Project and for whom their home office is located in India or such other jurisdiction that is expressly agreed by the parties in writing					\$ 21			Offshore		

SCHEDULE M

REPORTING

1. SI will provide to the Province, in a format approved by the Province, the reports described in the chart attached as Appendix M1 to this Schedule M, at the time intervals described in Appendix M1 and containing the information specified by the Province from time to time.
2. The Province and SI may agreed to additional reporting requirements in a SOW, and SI will provide such reports to the Province in accordance with the provisions of the SOW.
3. The parties agree that they will review reports and the report contents listed in Appendix M1 to this Schedule M on periodic basis and change, revise or modify them in accordance with the Change Order Process.

Appendix M1 to Schedule M

Reporting

Reporting							
SISA Section	Documentation	Frequency / Occurrence	SI	Province	Joint	NOTES	To:
FINANCIAL REPORTS							
	Quarterly Financial Review	Quarterly	x			At the end of each quarter, SI will prepare a summary report for the Province of fees and effort (for year and cumulative), accrued against deliverables.	Vendor Mgmt Office
12.3	Evidence of Insurance	Annually	x			SI will provide evidence of all insurance annually.	Vendor Mgmt Office
PROJECT MANAGEMENT REPORTS							
	Project status reports	Biweekly or weekly at Province discretion	x			For deliverables and associated tasks due for progress in the reporting period, SI will provide a verbal and written report which includes per cent work complete, forecast complete date, actual start date and actual complete date. Based on an integrated project schedule to be mutually established.	Project Mgmt Office
4.5	Change requests	As arises	x			SI will maintain an accurate and complete record of all change requests, including alterations to scope, time, cost or quality and contract terms, in a format to be provided by the Province.	Project Mgmt Office
6.4	Periodic Minimum Reporting	Weekly	x			The SI will provide the Province a report on Key Personnel for whom the Periodic Minimum is in effect. The report will show hours and fees billable, actual hours worked a description of activities relevant to the ICM Project and specify the location where the activities were performed. The report will be provided to the Province weekly within seven days of the end of each week which is being reported on.	Project Mgmt Office

	Issues log	Weekly	x			SI will maintain an accurate and complete record of issues, including issues for inclusion in issues triage, assessment and assignment processes, in a format to be provided by the Province. Issues that are, or have the potential to lead to, Province caused delay will be clearly flagged as such (in a manner agreed by the parties) and will be reported promptly (in a period not to exceed 10 Business Days); these issues will also be logged on in the 'Notification of Province Cause Delay Report'.	Project Mgmt Office
	Risks submission forms	As arises	x			SI will maintain an accurate and complete record of risks for inclusion in risks assessment and assignment processes, in a format to be agreed upon by Deloitte and the Province.	Project Mgmt Office
PERFORMANCE MANAGEMENT REPORTS							
	Deliverable performance	Every Second Week	x			SI will provide a report on the status of Deliverables including the activity of SI Personnel in the development of Deliverables, at the Line Item Budget level as identified in the Financial Model and Project Plan. The report will include: actuals to date (effort, fees, expenses), forecast variances vs. Line Item Budget amount (effort, fees, expenses) and planned (baseline) vs. forecast finish dates.	Project Mgmt Office
	Quality management report	Monthly	x			SI will provide a report on build and test activities for the applicable period - including a description of quality assurance and control activities undertaken in the period, procedures relating to the SI Personnel and SI's systems, facilities and business processes relating to the SOW Services, deficiencies detected by Phase, module, and severity, remediation performed by period, team, module, and severity, deficiencies unresolved in period with current status of remedial actions, by period, module, and severity.	Vendor Mgmt Office
2.20	Notification of Province-caused delay	As arises	x			SI will report to the Province promptly (not to exceed 10 Business Days) in the event of the failure of the Province to meet an agreed and scheduled obligation, and will provide a statement of the impact on the performance of the Services, plus specific empirical impacts to time, cost, scope or quality as appropriate.	Vendor Mgmt Office
	Province obligations status	Monthly		x		Agreed and scheduled Province obligations due as at report date, status of obligations (complete, in progress, pending), and commentary on status as appropriate, plus a list of all obligations due in future periods.	Deloitte

	Bi-Weekly Operational Reporting	Bi-Weekly	x			When applicable, SI will provide bi-weekly operations reports on operational performance including service levels that are included in the agreement. With respect to service levels reports will include response and resolution times, defects, remediation, causality (including root cause), actions initiated to address or remediate, and status of actions.	Deloitte
	Incident Review	Monthly	x			SI will maintain an accurate and complete record of incidents and report monthly on such incidents, which will include all identified incidents (including but not limited to privacy and security violations) including severity, causality (including root cause), actions initiated to address or remediate, status of actions (complete, in progress with target completion). This reporting will be in addition to any immediate obligation to report a violation of the privacy or security provisions of this Agreement.	Vendor Mgmt Office
	Project Status Report	Weekly or biweekly (cycle to be set by the Province)	x			Verbal and written status updates pertaining to tasks due for progress in the Province Integrated Project Plan. Information required is: <ul style="list-style-type: none"> • per cent work complete; • actual start and finish dates; and • revised forecast finish dates, as appropriate for all tasks subject to this review, provided in the context of an integrated status update process administered by the Province.	Project Mgmt Office
	Deliverables Performance Management Report	Biweekly	x			This report will be in MS Word format and will provide: <p>(a) for SOW Deliverables for the period:</p> <ul style="list-style-type: none"> • budget (effort, fees, expenses); • actuals to date (effort, fees, expenses); • planned (baseline) and forecast finish dates; • forecast variances versus budget (effort, fees, expenses, finish date). <p>(b) by resource for the period:</p> <ul style="list-style-type: none"> • key activities / Deliverables per the above and associated hours of effort; • fees accrued or estimated; • expenses accrued or estimated; and • totals to date - effort, fees and expenses. 	Project Mgmt Office

	SOW Project Plan Status Report	Biweekly	x			From the SOW Project Plan to be maintained by SI, a report for all SOW Deliverables and tasks due for progress as of the report date which provides: <ul style="list-style-type: none"> • per cent work complete; • actual effort to date; • estimated effort to complete; • baseline effort; • actual start • actual finish dates (where the deliverable has been completed during the reporting period); • forecast finish dates (for deliverables that will be completed following the end of the reporting period);; • baseline start and finish dates; and • variances against baseline (duration, effort, cost). 	Project Mgmt Office
PLANS							
	Social Sector Evolution Assessment - JEC Presentation	Annually - 30 days prior to new Province fiscal yr			x	No later than 30 days prior to the commencement of the Province's fiscal year end SI will prepare and give a presentation on trends in the Social Sector and how they relate to this agreement and future delivery of the Services, with recommendations regarding adjustments pertaining to current or future Services, ICM Project approach, ICM Project scope, time, budget or quality as defined at the time, or other potential adjustments as may be deemed of value or interest to the Province.	Joint Executive Cttee
	Annual Audit Plan	Annually		x		No later than one month after the commencement of each contract year the Province shall develop and provide an audit plan for the following contract year, which describes anticipated audit activities, their approximate time targets, and supplementary comments or explanations as may be deemed necessary at the Province's discretion.	Vendor Mgmt Office
	Annual Review of Reporting Requirements	Annually			x	The parties shall conduct an annual review, approximately 30 days before end of the contract year, of the then current reporting requirements, and jointly develop recommendations for adjustments to the requirements, noting areas of non-agreement, provided in a report to be delivered to the Joint Operations Committee.	Joint Operations Cttee

MANAGEMENT RECORDS							
	SI Executive Status Report to JOC	Monthly, 1st Tuesday	x			SI will provide a Joint Operating Committee status report for the project sponsor and steering committee on the 1st Tuesday of each month for the previous month, regarding the performance of the Services, including a summarization of status, a performance dashboard describing current conditions pertaining to the project, and its scope, time, cost, quality, resourcing, benefits aspects, a project timelines overview including anticipated slippages against time targets, a description of most pressing issues and risks appropriate to the Committee's scope of authority, and a financial performance summary.	Joint Operating Cttee
	SI Executive Status Report to JEC	Quarterly	x	x		SI and Province will jointly provide a Joint Executive Committee status report on the each quarter, regarding the performance of the Services for the previous 3 months, including a summarization of status, a performance dashboard describing current conditions pertaining to the project, and its scope, time, cost, quality, resourcing, benefits aspects, a project timelines overview including anticipated slippages against time targets, a description of most pressing issues and risks appropriate to the Committee's scope of authority, and a financial performance summary.	Joint Executive Cttee

SCHEDULE N

PRIVACY OBLIGATIONS

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), as amended from time to time;
 - (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, received, collected or created by SI as a result of this Agreement or any previous agreement between the Province and SI dealing with the same subject matter as this 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 its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, SI is aware of and complies with its 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, SI may only collect or create personal information that is necessary for the performance of SI’s obligations, or the exercise of SI’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, SI 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, SI must tell an individual from whom SI 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 SI's collection of personal information.

Accuracy of personal information

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

Requests for access to personal information

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

Protection of personal information

12. SI 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, SI 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, SI 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, SI may only use personal information if that use is for the performance of SI's obligations, or the exercise of SI's rights, under the Agreement.

Disclosure of personal information

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

Notice of foreign demands for disclosure

18. In addition to any obligation SI may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control SI:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that SI 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;

SI 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 SI may have to provide the notification contemplated by section 30.5 of the Act, if SI knows that there has been an unauthorized disclosure of personal information in its custody or under its control, SI 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 SI, enter on SI's premises to inspect any personal information in the possession of SI or any of SI's information management policies or practices relevant to its management of personal information or its

compliance with this Schedule and SI must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. SI must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to SI 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. SI 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 SI does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, SI 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 SI, terminate the Agreement by giving written notice of such termination to SI, upon any failure of SI 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 “SP” in this Schedule includes any subcontractor or agent retained by SI to perform obligations under the Agreement and SI must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of SI 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. SI 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 SI to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

SCHEDULE O

SECURITY OBLIGATIONS

Definitions

1. In this Schedule,

“Equipment” means any SI and SI Personnel equipment used or to be used by SI to provide the Services;

“Facilities” means any SI and SI Personnel facilities at which SI provides or is to provide the Services and that are owned, leased or otherwise under the control of SI or a Services Worker;

“High Sensitivity Information” means Information of a type that has been classified by the Province as “High Sensitivity” under section 3 or reclassified as such under section 6;

“Information” means information in the Material, or accessed or obtained by SI (whether verbally, electronically or otherwise) as a result of the Agreement;

“Low Sensitivity Information” means Information of a type that has been classified by the Province as “Low Sensitivity” under section 3 or reclassified as such under section 6;

“Material” means any records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement are:

- i. produced by SI, SI Personnel or any Services Worker, including material in existence prior to the commencement of this Agreement or developed independently of this Agreement and incorporated or embedded in the material produced as a result of this Agreement, and
- ii. received by SI, SI Personnel or any Services Worker from the Province or any other person;

“Medium Sensitivity Information” means Information of a type that has been classified by the Province as “Medium Sensitivity” under section 3 or reclassified as such under section 6;

“Record” means a “record” as defined in the *Interpretation Act* (British Columbia);

“Services” means any services provided pursuant to the Agreement;

“Services Worker” means an individual involved in providing the Services for or on behalf of SI and, for greater certainty, may include

SI or a subcontractor if an individual, and

an employee or volunteer of SI or a subcontractor;

“Systems” means any SI and SI Personnel computer or other electronic systems (including computer and other electronic systems provided to SI and SI Personnel by third party service providers) used or to be used by SI to provide the Services; and

“Term” means the term of the Agreement.

Schedule contains additional obligations

2. The obligations of SI in this Schedule are in addition to any other obligation in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of SI in the privacy schedule attached as Schedule N to the SISA.

Classification of Information

3. Prior to or as soon as practicable after the commencement of the Term, the Province must classify the types of Information that the Province expects SI to access or obtain under the Agreement as “High Sensitivity”, Medium Sensitivity” or “Low Sensitivity” and provide written notification to SI of that classification.
4. SI must not, unless directed to do in writing by the Province, commence providing the Services with respect to particular Information, until it has been notified of a classification of such Information under section 3.
5. If, during the Term, SI accesses or obtains (or expects to access or obtain) Information of a type the classification of which it has not been notified under section 3, SI must promptly request that the Province classify that Information and, until it has been notified by the Province of its classification under section 3, SI will treat any such unclassified Information as being High Sensitivity Information for the purposes of this Schedule.
6. The Province may, during or after the end of the Term, reclassify Information classified under section 3 or previously reclassified under this section by notifying SI of the new classification.

Services Worker confidentiality agreements

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

Services Worker security screening

8. SI may only permit a Services Worker who is an employee or a volunteer of SI to have access to High Sensitivity Information or Medium Sensitivity Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the security requirements personnel security screening requirements set out in Appendix O1, SI is satisfied that the Services Worker does not constitute an unreasonable security risk”.

Services Worker activity logging

9. Subject to section 10, SI must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - a. their access to High Sensitivity Information and Medium Sensitivity Information; and
 - b. other matters specified by the Province in writing for the purposes of this section.

10. The Records described in section 9 must be made and maintained in a manner, and contain information, specified in Appendix O2.

Facilities, Systems and Equipment protection and access control

11. SI must create, maintain and follow a documented process to:
 - a. protect Facilities, Systems and Equipment required by SI to provide the Services from loss, damage, or any other occurrence that may result in any of the Facilities, Systems and Equipment being unavailable when required to provide the Services;
 - b. limit access to Facilities, Systems and Equipment being used by SI to provide the Services to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
 - c. ensure that any Systems or Equipment that has access to Personal Information not have or contain any removable storage device nor provide access to any removable storage device except as otherwise approved in writing by the Province.

Information security

12. SI must:
 - a. create, maintain and follow a documented process for limiting access to Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
 - b. comply with the information security requirements set out in Appendix O3.

Integrity of Information

13. SI must:
 - a. create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by SI; and
 - b. comply with the information integrity requirements set out in Appendix O4.
14. For the purposes of section 13, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
 - a. remained as complete as when it was acquired or accessed by SI; and
 - b. not been altered in any material respect.

Documentation of changes to processes

15. SI must create and maintain detailed logs of any changes it makes to the processes described in sections 11 to 13.

Notice of security breaches

16. If SI becomes aware that:
 - a. unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
 - b. unauthorized access to Facilities, Systems or Equipment
 - c. has occurred or is likely to occur (whether or not related to a failure by SI to comply with this Schedule or the Agreement), SI must promptly notify the Province in writing of the particulars of that occurrence or likely occurrence.

Retention of Records

17. Unless the Agreement otherwise specifies, SI must retain all Records in its possession that contain Information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Storage of Records

18. Until disposed of or delivered in accordance with section 17, SI must store any Records in its possession that contain Information in accordance with the provisions of Appendix O5.

Audit

19. 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 SI, enter on SI's premises to inspect and, at its discretion, copy:
 - a. any Records in the possession of SI containing Information; or
 - b. any of SI's Information management policies or processes (including the processes described in sections 11 to 13 and the logs described in sections 9 and 15) or its compliance with this Schedule
 - c. and SI must permit, and provide reasonable assistance to the exercise by the Province of its rights under this section.

Notice of non-compliance

20. If for any reason SI does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, SI 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

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

Interpretation

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

Appendix O1 to Schedule O

Security Screening Requirements

Further to Schedule O and section 3.14 of SISA, SI will employ the personnel security screening requirements set out in this Appendix O1 to assist SI to determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. SI will 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 below. SI will 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

Issued by ICBC:

- B.C. driver’s licence or learner’s licence (must have photo)
- B.C. Identification (BCID) card

- School ID card (student card)
- Bank card (only if holder’s name is on card)
- Credit card (only if holder’s name is on card)
- Passport

Issued by provincial or territorial government:

- Canadian birth certificate

- Foreign birth certificate (a baptismal certificate is not acceptable)
- Naturalization certificate
- Canadian Forces identification

Issued by Government of Canada:

- Canadian Citizenship Card
- Permanent Resident Card
- Canadian Record of Landing/Canadian Immigration Identification Record

- Police identification
- Foreign Affairs Canada or consular identification
- Vehicle registration (only if owner’s signature is shown)
- Picture employee ID card
- Firearms Acquisition Certificate
- Social Insurance Card (only if has signature)

strip)

- B.C. CareCard
- Native Status Card

Verification of education and professional qualifications

2. SI will verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, and will obtain or create, as applicable, Records of all such verifications. SI will retain a copy of such Records, and will provide a copy of such Records to the Province upon request.

Verification of employment history and reference checks

3. SI will verify, by reasonable means, any relevant employment history of a Services Worker, which will include SI requesting that a Services Worker provide employment references and SI contacting those references. If a Services Worker has no relevant employment history, SI will 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. SI will obtain or create, as applicable, Records of all such verifications. SI will retain a copy of such Records, and will provide a copy of such Records to the Province upon request.

Security interview

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

Criminal records check

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

Appendix O2 to Schedule O
Services Worker Activity Logging

General

1. In addition to SI's obligations under section 11 of Schedule O with respect to Facilities, Systems and Equipment, SI will create, maintain and follow a documented process to:
 - a. Limit access to the Province's facilities, infrastructure, systems and information resources being used by SI to provide the Services or that may be used by someone to access Information to authorized Services Workers; and
 - b. Log all accesses to the Equipment, Facilities, and Systems and record any connections that the Equipment, Facilities and Systems have to the Province's telecommunications, platforms and equipment.
2. SI will ensure that in the event Services Workers are replaced or change role and responsibilities, corresponding changes to access privileges and authority, as required to continue to comply with this Agreement, will be made in a timely manner.
3. SI will monitor compliance of Services Workers with the provisions of Schedule O and promptly report any non-compliance to the Province.
4. SI will ensure the process developed pursuant to section 1 of this Appendix O2 will meet the following criteria:
 - a. logs must include a level of detail that will enable
 - i. the monitoring, detection, and reporting of unusual security events,
 - ii. tracing and auditing to determine responsibility and accountability for an event, and
 - iii. identification of the cause, the source, the vulnerability, and the threat so that investigation, containment, recovery and restoration, and correction can be achieved;
 - b. logs must particularly note use of privileged accounts and privileged account activities;
 - c. SI must implement appropriate controls to protect logs from modification or deletion;
 - d. SI must ensure that near real-time security logs can be provided to the Province to be used as input by the Province into its SIM/SEM;
 - e. SI must ensure that logs are monitored, analyzed, and reported on by a suitable process and at a suitable regular interval to detect and prevent malicious activity;
 - f. SI must be able to support the Province's requests for available raw log data if needed in the course of the Province's security investigations;
 - g. SI must be able to provide details of monitoring including without limitation the frequency, the level, and the type of monitoring and auditing performed;

- h. SI must be able to provide a high level description of the types of security events monitored (i.e. failed log-on attempts, expiry of credentials, configuration changes, remote access to management ports etc.); and
 - i. SI must be able to provide details as to any automated or manual processes implemented.
- 5. SI will assist and cooperate with the Province' security personnel, if requested, and will provide monitoring required for security-related investigations.
- 6. Where applicable, SI will ensure that any person providing services to SI, such as infrastructure, equipment, systems, and consultation, including any third party vendor (each, a "SI Service Provider"), is restricted from access to the Province's facilities, infrastructure, systems and information resources unless authorized in advance by the Province, in which case, SI will ensure that the accesses and activities of such SI Service Provider is logged in a manner equivalent to that of Services Workers.

Monitoring and logging of telecommunications traffic

- 7. SI will restrict the monitoring of telecommunications traffic to authorized, security-cleared Services Workers and, where necessary, authorized SI Services Providers, assigned to performing network or system maintenance activities, and will ensure that any information that is accessed by such Services Workers or SI Services Providers is not accessed, stored, used by or disclosed to third parties or other Services Workers except as permitted under this Agreement. Interception and access to Personal Information will only occur pursuant to the terms of Article 13 of the SISA and Schedule N to this Agreement.

Incident Response

- 8. SI will act in a timely and co-operative manner to prevent, detect, contain, restore and recover, and correct any security incidents.
- 9. SI is responsible for ensuring the establishment, documentation, review and evaluation, maintaining or improvement, and compliance and accountability of processes to manage its response to incidents. SI will provide adequate management of problem tracking to enable detection of incidents, assess how widespread an incident has become, and assist in incident investigation. SI acknowledges that the Province may have processes in place to identify, investigate and take action against inappropriate use of the Province's facilities, infrastructure, systems and information resources and will provide reasonable assistance to the Province in any investigations of suspicious events.
- 10. As a component of incident response and management, SI will:
 - a. Create and provide to Service Workers documentation indicating how to identify, report and respond to a probable incident, including steps on preserving evidence of the incident and on communication;
 - a. Retain incident information in accordance with the Province's record management policies ("Records Management Policies") found at:
 - i. <http://www.lcs.gov.bc.ca/CIMB/arcs/admin/main.asp> and

- ii. <http://www.cio.gov.bc.ca/services/records/ORCS/default.asp>.
- b. Provide the Province with summary and detail reports of all incidents and of its response to such incidents; and
- c. Provide to the Province complete and open access to all Records relating to the period during which an incident or suspected incident occurred, including requesting pertinent Records from SI Service Providers or providing written confirmation that no SI Service Providers were involved in the incident in any way.

11. If SI or any SI Personnel become aware of any

- a. Unauthorized access, collection, use, disclosure, alteration or disposal of Information resources,
- b. Unauthorized access to the Province's facilities, infrastructure, systems and information resources,
- c. Reported Loss or theft that may or have resulted in an incident, or
- d. other breach of security,

which has occurred or is likely to occur (whether or not related to a failure by the SI to comply with this Schedule or the Agreement), SI will immediately notify the Province of the particulars of that occurrence or likely occurrence. If SI 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.

- 12. If the Province opts to conduct a review of an incident (whether or not the matter came to the attention of the Province as a result of notification by SI), the SI will, on the request of the Province, participate in the review and provide reasonable cooperation and assistance with the review.
- 13. SI will use reasonable commercial efforts to investigate and/or support and assist the Province in the event the Province conducts a security investigation.
- 14. SI will cooperate in situations where it is deemed necessary by the Province to seize assets in order to preserve evidence. SI will retain investigation information in accordance with the Province's Record Management Policies.

Appendix O3 to Schedule O

Information Security

1. SI will comply with all applicable federal and provincial statutes and regulations relating to privacy and security.
2. SI will comply with the Province's policies on privacy and security, including the Province's operational securities policies, which are based on ISO17799/27002, as such policies may be amended and updated from time to time. These securities policies may be found at <http://www.cio.gov.bc.ca> and <http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/CPMtoc.htm> and include, without limitation:
 - a. Chapters 12 – 17, 19, and 20 of the CPPM;
 - b. Information Security Policy Manual Ver. 1.2 - March 2008 (found at <http://www.cio.gov.bc.ca/legislation/policy/isp.pdf>); and
 - c. IM/IT Architecture and Standards (found at <http://www.cio.gov.bc.ca/legislation/standards/default.asp>).
3. SI will comply with the Province's security standards, including:
 - a. Risk Management Branch's Security Standards Guidelines; and
 - b. Province's Physical Security Technical Standard for Secure Zones – Ministry Shared Rooms and Physical Security Technical Standard for Secure Zones – WTS Network Centre. Standard is based on Statement on Auditing Standard 70 (SAS 70) or equivalent ISAE 3402.
4. SI is responsible to perform periodic reviews and testing to verify compliance with the policies listed in sections 2 and 3 above and to report the results of such reviews and testing to the Province.
5. SI will create a security plan that will describe how information security is to be managed in accordance with the terms of this Agreement, including without limitation this Schedule O, and reflect the results of any Privacy Impact Assessment.
6. SI will cooperate with the Province in the performance of a "Security Threat and Risk Assessment" (STRA) at key points during the performance of the Services, including prior to acceptance of the ICM System and prior to any major changes, updates, upgrades or retirement. The STRA will be performed in accordance with the Province's applicable policies and standards. SI will ensure the recommendations and results of the STRA are implemented, and that any residual risk is approved by the Province.
7. SI will not use Personal Information, High Sensitivity Information or Medium Sensitivity Information for any non-production purpose, including, without limitation, in application testing, development, and training environments.

Appendix O4 to Schedule O

Integrity of Information

1. SI must:
 - a. Create, maintain and follow a documented process describing how SI will limit access to High Sensitivity Information and Medium Sensitivity Information to those persons who are authorized to access such Information, which process must include measures to verify the identity of those persons.

Appendix O5 to Schedule O

Records

1. SI will comply with the Province's Record Management Policies, including the following:
 - a. Administrative Records Classification system, found at <http://www.lcs.gov.bc.ca/CIMB/arcs/admin/main.asp> ; and
 - b. Operational Records classification system, found at <http://www.cio.gov.bc.ca/services/records/ORCS/default.asp> .
2. SI will comply with any IT asset disposal standards provided to SI by the Province, including as such standards may relate to the disposal, destruction, and scrubbing of devices containing memory and storage, such as configuration data.

Phase 1 - Client Mgmt & Foundation Phase Duration: 9 months	Phase 2 - Transaction Case Mgmt Phase Duration: 14 months	Phase 3 - Collaborative Case Mgmt Phase Duration: 8 months	Phase 4 - Payment, Providers & Contracts Phase Duration: 14 months	Phase 5 - Self-Service, Analytics, Doc Mgmt, ICP Phase Duration: 9 months
USERS – (approximate numbers) Program areas listed in a subsequent section of this document				
HSD – 1200 (Pilot first of 200 for one month) <i>Includes: EAWs, IOs</i> CFD – 300 <i>Includes: Cross-section at MCFD's discretion</i>	HSD – 1200 existing + 600 new (1800) <i>Includes: EAWs, IOs, Prov. Services and ELMSD Workers</i> CFD – 300 existing + 2200 new (2500) <i>Includes: CAPP Workers, CCWs, Special Needs Workers</i>	HSD – 1800 training refresh – new functionality <i>Includes: EAWs, IOs, Prov. Services and ELMSD Workers, Bus Pass and Senior Supp Workers</i> CFD – 2500 training– new modules <i>Includes: All CFD Front-Line Workers for in scope programs</i>	HSD – 1800 existing refresh + 400 new (2200) <i>Includes: All HSD Front-Line Workers, Financial and Contract Management Workers</i> CFD – 2500 existing refresh + 1000 new (3500) <i>Includes: All CFD's workers for in scope programs, Financial and Contract Management Workers</i>	HSD - All users training refresh CFD – All users training refresh
BUSINESS DRIVERS – % Achieved (relative to overall requirements and business case)				
Improve Outcomes for Children and Families 10%	Improve Outcomes for Children and Families 50%	Improve Outcomes for Children and Families 60%	Improve Outcomes for Children and Families 80%	Improve Outcomes for Children and Families 100%
Supports for front line staff 15%	Supports for front line staff 55%	Supports for front line staff 60%	Supports for front line staff 80%	Supports for front line staff 100%
Improve Information Sharing 10%	Improve Information Sharing 40%	Improve Information Sharing 50%	Improve Information Sharing 70%	Improve Information Sharing 100%
Replacing Obsolete Technology 05%	Replacing Obsolete Technology 35%	Replacing Obsolete Technology 45%	Replacing Obsolete Technology 75%	Replacing Obsolete Technology 80%
COST				
<ul style="list-style-type: none"> Cost to Date: \$38M, plus Phase 1 Cost: \$19.5M 	<ul style="list-style-type: none"> Cost to Date: \$57.5M, plus Phase 2 Cost: \$42.3M 	<ul style="list-style-type: none"> Cost to Date: \$99.8M, plus Phase 3 Cost: \$14.8M 	<ul style="list-style-type: none"> Cost to Date: \$114.6M, plus Phase 4 Cost: \$46.7M 	<ul style="list-style-type: none"> Cost to Date: \$161.3M, plus Phase 5 Cost: \$20.4M TOTAL COST: \$181.7M
FUNCTIONALITY / MODULES				
Functionality/Modules: <ul style="list-style-type: none"> Service Request Mgmt ■■■ Households – ■■■■ Contacts – ■■■■ Activities – ■■ Forms Mgmt - ■■ Correspondence – ■■ Document Mgmt – ■■ Foundation: <ul style="list-style-type: none"> Workflow Automation – ■■ Task UI – ■ Auditing – ■ Visibility and Privacy – ■■ Employees – ■■■■ Suppliers – ■■■■ Forms Engine – ■■■■ Rules Integration – ■■■■ Outlook Integration - ■■■■ 	Functionality/Modules: <ul style="list-style-type: none"> Service Request Mgmt - ■ Households – □ Contacts – ■ Activities – ■ Forms Mgmt - ■ Correspondence – ■ Document Mgmt – □ Complaint, Allegations, Incidents – ■■■■ Alerts - ■■■■ Case Mgmt - ■■ Referrals – ■ Foundation: <ul style="list-style-type: none"> Workflow Automation – ■ Task UI – ■ Auditing – ■ Visibility and Privacy – ■ 	Functionality/Modules: <ul style="list-style-type: none"> Service Request Mgmt - □ Households – □ Contacts – ■ Activities – ■ Forms Mgmt - ■ Correspondence – ■ Document Mgmt – □ Complaint, Allegations, Incidents – □ Foundation: <ul style="list-style-type: none"> Workflow Automation – ■ Task UI – ■ Auditing – ■ Visibility and Privacy – □ 	Functionality/Modules: <ul style="list-style-type: none"> Service Request Mgmt - ■ Households – □ Contacts – ■ Activities – □ Forms Mgmt - ■ Correspondence – ■ Document Mgmt – □ Complaint, Allegations, Incidents – □ Foundation : <ul style="list-style-type: none"> Workflow Automation – ■ Task UI – ■ Auditing – □ Visibility and Privacy – □ 	Functionality/Modules: <ul style="list-style-type: none"> Service Request Mgmt - ■ Households – ■ Activities – ■ <ul style="list-style-type: none"> Document Mgmt – ■■ Complaint, Allegations, Incidents – ■ <ul style="list-style-type: none"> Case Mgmt - ■ Referrals – ■ Risk Mgmt – ■ <ul style="list-style-type: none"> Certification Mgmt – MCFD – ■■■■ Marketing and Campaign Mgmt – ■■■■ Integrated Case Plans – ■■■■ Foundation : <ul style="list-style-type: none"> Workflow Automation – ■ Task UI – ■■ Auditing – ■ Visibility and Privacy – ■
Legend : <ul style="list-style-type: none"> ■ Approx 10-25% completed in phase ■■ Approx 40-60% completed in phase ■■■ Approx 70-80% completed in phase ■■■■ 100% completed in phase ☑ Module completed 				

INTEGRATION – Requires further validation						
<ul style="list-style-type: none"> ⌚ Siebel ↔ MIS Virtual (HSD/CFD) ⌚ Siebel ↔ MIS Contact/Case Header (MIS Central Registry) ⌚ Siebel ↔ MIS Contact Look up (MIS Central Registry) ⌚ Siebel ↔ MIS Comment History ⌚ Siebel ↔ CTS (HSD/CFD) • Siebel Integration Engine • Error Handling Engine 	<ul style="list-style-type: none"> ⌚ Siebel ↔ MIS Payment ⌚ Siebel ↔ MIS Case ⌚ Siebel ↔ MIS Client • Siebel ↔ HSD CDW • Siebel ↔ MARS ⌚ Siebel ↔ Bus Pass ⌚ Siebel ↔ Senior Supplement ⌚ Siebel ↔ Quick Win (Form HSD0081) 	<ul style="list-style-type: none"> 🔒 Siebel ↔ MoH (MSP Enrolment) ⌚ Siebel ↔ PLMS ⌚ Siebel ↔ FARS ⌚ Siebel ↔ REA (Research) ⌚ Siebel ↔ ELMSD (TBD-Contract /Financial) • Siebel ↔ CAS CGI • Siebel ↔ CAS DW • Siebel ↔ CRA (CCS) 	<ul style="list-style-type: none"> ⌚ Siebel ↔ RAP, RAP Templates (Contracts) • Siebel ↔ Best Practice ⌚ Siebel ↔ CFD Person Registry ⌚ Siebel ↔ CFD Service Registry ⌚ Siebel ↔ DIAND ⌚ Siebel ↔ CLBC, CLBC Templates (Contracts) • Siebel ↔ Justin • Siebel ↔ Cornet ⌚ Siebel ↔ Child Tax Benefit 	<ul style="list-style-type: none"> 🔒 Siebel ↔ Vital Stats 🔒 Siebel ↔ Min. Health 🔒 Siebel ↔ Pac. Blue Cross 🔒 Siebel ↔ RMS (Closed Case) 🔒 Siebel ↔ MAG/FMEP 🔒 Siebel ↔ ICBC 🔒 Siebel ↔ CPIM (MoH/HA Client Patient IM) • Siebel ↔ Other Province • Siebel ↔ Min Prov. Rev. • Siebel ↔ CRA (NCBS, Child Tax Benefit) • Siebel ↔ HRSDC • Siebel ↔ Equifax 	<ul style="list-style-type: none"> • Siebel ↔ CIC • Siebel ↔ CAP • Siebel ↔ Canada Post • Siebel ↔ CPA • Siebel ↔ ERP 	<ul style="list-style-type: none"> • Siebel ↔ MapPoint • Siebel ↔ Virtual CUCBC (Chq Image) •
<p>Legend:</p> <ul style="list-style-type: none"> ⌚ Temporary integration 🔒 IAL integration • Permanent integration 						
DATA CONVERSION - Requires further validation						
<ul style="list-style-type: none"> • MIS - Clients • MIS - Case Header (CFD/HSD) 	<ul style="list-style-type: none"> • MIS - Active HSD Cases (all case types) • LMDA – Fed (All cases, vendors and client payments from CSGC) • EP – Prov (Vendors/services from MIS) • CCS, CCOF, CFIS (Vendor from CAS) 	<ul style="list-style-type: none"> • Senior Supplement – Clients and Active Cases • Bus Pass – Clients and Active Cases • MIS – Active CFD Cases 	<ul style="list-style-type: none"> • RAP – Providers, Contracts, Placements, Active Payables/Receivables, Limited Payment History • ELMSD (TBD- Contract /Financial) – Contracts and Payments • CWT – Contracts • CARIS – Client, Active Cases and Service Providers • PARIS – Client, Active Cases and Service Providers • Child Tax Benefit – Open Receivables 			
LEGACY SUNSET CANDIDATES - Requires further validation						
<ul style="list-style-type: none"> • Client Transaction System (CTS) • Self-Service App - Agent Dashboard 	<ul style="list-style-type: none"> • Common System for Grants & Contributions (CSGC) • Contact IV • Care Analysis & Tracking (CAT) • Partial MIS • Child Care Subsidy (CCS) • Child Care Search • Child Care Subsidy Evaluator (CCSE) • Child Care Web Application (CCWA) • Child Care Operating Fund Staging (CCOF Staging) • Child Care Operating Fund (CCOF) • Capital Funding Information System (CFIS) • Remedy • AMBAT (Autism/Med Benefits) • Complaint Tracking System (CTS) • Reportable Circumstances Templates (RCT) • After Hours (AH) • After Hours Community Information System (CIS) • After Hours Operational Reporting (AHOR) 	<ul style="list-style-type: none"> • Bus Pass • Senior Supplement • Partial MIS • Intake & Child Services (I&CS) • Family Group Conferencing (FGC) • Community Information System (CIS) – Helpline • MCFD Word Template (WD) System) 	<ul style="list-style-type: none"> • CARIS • CARIS Reader • Online Healthcare Reader (OHW) • BCFPI • PARIS, MIS CLBC • CLBC Templates • RAP • RAP Templates • CWT • Partial MIS • Adoption Mgmt System (AMS) • Post Adoption Openness (PAO) • Birth Father Registry (BFR) • Adoption Reunion Registry • Post Adoption Assistance (PAA) • PLMS • Employment Programs: BCEP, CAP, EPPD, BEP • FARS • FRD 	<ul style="list-style-type: none"> • CFD Person Registry • CFD Security Registry • CFD Service Registry • Intgr. Practice Analysis Tool (IPAT) • Intgr. Case Practice Audit Tool (ICPAT) • Aboriginal Case Practice Audit Tool (ACPAT) • Early Childhood Educator Registry (ECER) • Customer Call Management System (CCMS) • Delegation Management System (DMS) • Advocate Call Management System (ACMS) • Child Tax Benefit (CTB)\ • DIAND 	<ul style="list-style-type: none"> • MIS • Report Distribution System (RDS) 	

HSD PROGRAMS AFFECTED				
CTS replacement implementation and not directed at any one Program area.	All programs receiving Case Management functionality. ELMSD provided functionality to replace Case Management components of CSGC. 1. Temporary Assistance (TA) 2. Supplementary Assistance (SA) – General 3. Supplementary Assistance (SA) – Health 4. Disability Assistance (DA) 5. Prevention and Loss Management Services 6. Family Maintenance 7. Employment and Labour Market Services Division 8. Provincial Services	All programs enhanced functionality 1. Temporary Assistance (TA) 2. Supplementary Assistance (SA) – General 3. Supplementary Assistance (SA) – Health 4. Disability Assistance (DA) 5. Prevention and Loss Management Services 6. Family Maintenance 7. Employment and Labour Market Services Division 8. Provincial Services	All programs enhanced functionality	All programs enhanced functionality
CFD PROGRAMS AFFECTED				
All programs touched lightly for CAPP Gateway and CFS 1. Family Development 2. Youth Services 3. Permanency Planning (excluding Adoption) 4. Supported Child Development 5. Youth Justice 6. Youth Custody Centres 7. Children & Youth Mental Health – Community 8. Children & Youth Mental Health – Facilities 9. Youth Forensic Psychiatric Services 10. Support Children with Special Needs 11. Provincial Services for the Deaf and Hearing Impaired 12. Early Childhood Development	<u>Complaints, Incidents & Allegations (CIA)</u> 1. Family Development 2. Youth Services 3. Permanency Planning 4. Youth Justice 5. Youth Custody Centres 6. Children and Youth Mental Health – Community 7. Children and Youth Mental Health – Facilities 8. Youth Forensic Psychiatric Services 9. Provincial Services for the Deaf and Hearing Impaired 10. Early Childhood Development <u>CIA, Intake, Assessments, Service Delivery</u> 1. Supported Child Development 2. Support Children with Special Needs – Autism and Medical Benefits 3. Child Care	<u>Intake, Assessments, Service Delivery</u> 1. Family Development 2. Youth Services 3. Permanency Planning (excluding Adoption) <u>Intake</u> 1. Children and Youth Mental Health – Community 2. Children and Youth Mental Health – Facilities 3. Youth Forensic Psychiatric Services 4. Provincial Services for the Deaf and Hearing Impaired 5. Early Childhood Development 6. Supports for Children with Special Needs – CLBC Kids, Nursing Support 7. Permanency Planning - Adoptions	<u>Assessments, Service Delivery</u> 1. Children and Youth Mental Health – Community 2. Children and Youth Mental Health – Facilities 3. Youth Forensic Psychiatric Services 4. Provincial Services for the Deaf and Hearing Impaired 5. Early Childhood Development 6. Supports for Children with Special Needs – CLBC Kids, Nursing Support 7. Permanency Planning - Adoptions	All programs enhanced functionality

PHASE IMPACT ON THE MINISTRIES	
Phase 1 – MHSD	Phase 1 – MCFD
<p>Phase 1 for MHSD will focus on the replacement of the CTS system with Siebel document management and message tracking. The front line worker will have the ability to access historical document data in CTS from within Siebel through a seamless interface. The existing CTS functionality (auto routing of faxed documents to appropriate office queues based on the current assignment function, attachment of documents to the appropriate case for the client, routing of messages and notes, access to basic operational reporting) will be reproduced in Siebel so the process will be recognizable to the front line worker. The new solution will provide an opportunity for users familiarize themselves with the Siebel screens look and feel.</p> <p>The current CTS messaging functionality will be provided to the front line worker via the Service Request and Activities functionality in Siebel.</p> <p>Forms Accelerator functionality will be introduced in Phase 1 providing front line workers with online access to selected forms that were previously paper based (e.g. HSD407); portions of the form (i.e. client name, case number, etc) may be pre-populated by the system. In addition, the forms approval process can be routed and completed on-line. This will reduce the workload for the front line worker and help to reduce the amount of fraud/errors that happen with the paper based format.</p>	<p>Phase 1 for MCFD will focus on the Gateway and CFS Scan enablement of the CAPP process. The front line worker will have the ability to create new clients (contacts) in Siebel and seamlessly view basic case information about existing clients listed in MIS. The “household” function in Siebel will allow the front line worker to create a group view for the client to enable easy identification of the people who are involved with a specific client (note: this could be physical or virtual household type). The frontline worker will have the ability to associate forms and documents as part of CAPP. The frontline worker will also have the ability to create and assign activities related to the Gateway and CFS Scan process and track the routing/status of those activities. Basic operational reporting will be introduced in this phase.</p> <p>The Forms Accelerator functionality will assist the worker with the completion of the Scan information by auto-populating any client information that is available in Siebel. The form could have validation included to ensure more standardized data capture and errors or omissions will be highlighted for the worker to assist them with completion of the form.</p>
Phase 2 – MHSD	Phase 2 - MCFD
<p>Phase 2 for MHSD will focus on Transactional Case Management functionality. Siebel ICM will be the primary system to complete all client activities related to Temporary Assistance, Supplementary Assistance, Disability Assistance, Health Reconsiderations and Family Maintenance. The frontline workers will have the ability to create and maintain clients and households; initiate, update and complete all business processes related to screening, intake, assessment, benefits determination, referrals, appeals and monthly payment generation that will be passed to MIS for payee processing and financial accounting management. The worker will also have the ability to view MIS-Archive information virtually within Siebel</p> <p>Introduction of Haley Rules determination will provide consistent application of the ministries’ legislation, policy and procedures.</p> <p>The introduction of the Catalogue of Programs and Services (COPS) will support the intake, basic referrals and delivery of services by providing a list of services offered by the ministry and the contracted service providers. Workers and service providers will manually select services for the client and will initiate the appropriate referral. Service Provider management will be established with COPS and will be subject to standard CAS Vendor business processes. Referrals to service providers will be actioned via the Partner Portal.</p> <p>ELMSD workers and Service Providers (both primes and sub contractors) will have the ability to create and maintain clients/households; initiate, update and complete business process related to intake, assessments, referrals and delivery of services. ELMSD workers will access Siebel directly and the ELMSD Service Providers will access Siebel via the Partner Portal for all activities related to clients. ELMSD payment to clients will be initiated in Siebel, with payment transactional information passed to a financial solution yet to be determined. ELMSD Service Provider payment fulfilment with be provided in the Contract Management System yet to be determined.</p> <p>PLMS and Complaints, Allegations and Incidents (CIA) workers will have the ability to capture all details related to a CIA and associate them to an existing MIS case number if applicable, as well as track activities, documents and resolutions.</p> <p>This Phase will build on the Forms and Document Management functionality rolled out in Phase 1 by enhancing the automation and notification (alert) features to improve the front line worker experience. It will also extract data from the forms and add them to the database to allow for reporting and downstream workflow to be launched based on responses to questions.</p>	<p>Phase 2 for MCFD will focus on Transactional Case Management functionality and the third and fourth components of the CAPP process (Safety and Well-Being and Developmental Assessment). Siebel ICM will be the primary system to complete all client activities related to Child Care, Supported Child Development, Autism and Medical Benefits The frontline workers will have the ability to create and maintain clients and households; initiate, update and complete all business processes related to screening, intake, assessment, benefits determination and referrals. The frontline workers will access Siebel directly and the Child Care Service Providers will access Siebel via the Partner Portal for all activities. Payment to clients and service providers for these program areas will be initiated in Siebel, with payment transactional information passed to a financial solution yet to be determined. The frontline worker will also have a virtual view of MIS-Archive information within Siebel.</p> <p>Introduction of Haley Rules determination will provide consistent application of the ministries’ legislation, policy and procedures.</p> <p>The introduction of the Catalogue of Programs and Services (COPS) will support the intake, referrals and delivery of services by providing a list of services offered by the ministry and the contracted service providers. Workers and service providers will manually select services for the client and will initiate the appropriate referral. Service Provider management will be established with COPS and will be subject to standard CAS Vendor business processes. Referrals to service providers will be actioned via the Partner Portal.</p> <p>Complaints, Allegations and Incidents (CIA) workers will have the ability to capture all details related to a CIA and associate them to an existing MIS case number if applicable, as well as track activities, documents and resolutions.</p> <p>This Phase will build on the Forms and Document Management functionality rolled out in Phase 1 by enhancing the automation and notification (alert) features to improve the front line worker experience. It will also extract data from the forms and add them to the database to allow for reporting and downstream workflow to be launched based on responses to questions.</p>
Phase 3 – MHSD	Phase 3 – MCFD
<p>Phase 3 will focus on providing Transactional Case functionality to the Bus Pass and Seniors Supplement programs. The workers in these areas will have the ability to create and maintain clients/households; initiate, update and complete all business processes related to screening, intake, assessment, benefits determination, appeals and monthly (Seniors) payment generation that will be passed to MIS payment processes for managing the distribution of cheques and update of CAS.</p> <p>Phase 3 will also provide more features that refine and build on the previously delivered functions: Case Management, Referrals, Forms Management, Activities, Service Provider Management, Workflow Automation, Task UI, Auditing and Program (COPS).</p> <p>Phase 3 will introduce Risk Management functionality that will continue to be enhanced through Phase 4 and 5.</p>	<p>In Phase 3 Family Development, Youth Services and Permanency Planning (excluding Adoptions) frontline workers will receive the functionality to update and complete business processes related to intake, assessments, referrals, delivery of services and investigations/interventions. The worker will also have a virtual of view MIS historical information within Siebel. The frontline workers will access Siebel directly and the most Service Providers will access Siebel via the Partner Portal for all activities. Delegated Aboriginal Authorities will continue to use the Best Practice System for intake, assessments, referrals, delivery of services and investigations/interventions. The Best Practice system will be interfaced with Siebel.</p> <p>Payment to clients and service providers for Family Development, Youth Services and Permanency Planning (excluding Adoptions) will be initiated in Siebel, with payment transactional information passed to MIS for payee processing and financial accounting management. This will support Imprest/on demand and residential payments.</p> <p>In addition the Intake functionality will be rolled out to Community Youth Mental Health (Community and Facilities), Youth Forensic Psychiatric Services, Special Needs(Nursing Services and CLBC Children), Provincial Services for the Deaf and Hard of Hearing and Early Childhood Development.</p> <p>Phase 3 will also provide more features that refine and build on the previously delivered functions: Case Management, Referrals, Forms Management, Activities, Service Provider Management, Workflow Automation, Task UI, Auditing and Program (COPS).</p>

	Phase 3 will introduce Risk Management functionality that will continue to be enhanced through Phase 4 and 5.
Phase 4 – MHSD	Phase 4 – MCFD
<p>Phase 4 will focus on providing the FASB workers with payment generation and financial management within a Financial ERP solution and Siebel.</p> <p>The ELMSD Contract Managers will have the Siebel-enabled ability to use standardized contract lifecycle management activities across the Ministry i.e. Sourcing, Contract Creation, Monitoring, Reviewing Performance and Termination. The Contract financial accounting of commitments, payments and receivables activity may be initiated in the Siebel Contract Management solution but will be passed to CAS for processing.</p> <p>Waitlist Management functionality will be deployed in this phase and will benefit from the contracted service provider access to the solution via the Partner Portal for status updates.</p>	<p>In Phase 4 Permanency Planning (Adoptions), Community Youth Mental Health (Community and Facilities), Youth Forensic Psychiatric Services, Special Needs(Nursing Services and CLBC Children), Provincial Services for the Deaf and Hard of Hearing and Early Childhood Development frontline workers will have the ability to update and complete business process related to assessments, referrals, delivery of services and investigations/interventions. . The worker will also have the ability to view MIS -Archive information virtually within Siebel. The frontline workers will access Siebel directly and the Service Providers will access Siebel via the Partner Portal for all activities.</p> <p>Phase 4 will provide the Financial workers with payment generation and financial management within a Financial ERP solution and Siebel.</p> <p>The Contract Managers will have the Siebel-enabled ability to use standardized contract lifecycle management activities across the Ministry i.e. Sourcing, Contract Creation, Monitoring, Reviewing Performance and Termination. The Contract financial accounting of commitments, payments and receivables activity may be initiated in the Siebel Contract Management solution but will be passed to CAS for processing.</p> <p>Waitlist Management functionality will be deployed in this phase and will benefit from the contracted service provider access to the solution via the Partner Portal for status updates.</p> <p>Practice Analyst’s workers will have the ability to capture all details related to audits, as well as track activities, documents and resolutions.</p>
Phase 5 –Fully integrated benefits for both MHSD and MCFD	
<p>Phase 5 will introduce self service for the client using portal technology. Functionality will include updating client information (i.e. contact information and circumstances) and accessing information related to services planned or received. The introduction of the Integrated Case Plan will provide the client, the ministries and service providers with an enhanced means to collaborate on the overall outcomes for a client.</p> <p>Assignment Manager will also be introduced in Phase 5 and will include the automation of routing service requests, activities, notifications and approvals based on skills and resource availability.</p> <p>The Business Intelligence Analytics will be delivered to provide management reporting, decision support including research/forecasting and advanced performance reporting.</p> <p>Marketing and Campaign Management capabilities that support initiating, tracking and reviewing results will be provided.</p> <p>The final enhancements to the Document Management functionality will include the ability to conduct searches within stored documents and the ability to archive documents based on pre-defined rules.</p>	

KEY CONSIDERATIONS

- Income Assistance payment will continue to be processed through the month end MIS jobs for Phases 1, 2 and 3.
- In Phase 4 the CAS Oracle EBS will be the financial solution which will be implemented or adjusted using a budget separate from ICM.
- The CAS Oracle EBS solution will also perform the financial components of all Contract Management requirements.
- Contract Management requirements will be built out on the Siebel platform – no integrations are planned to an external Contract Management tool.
- CAS will be responsible for integration between the ERP Financial Solution and internal/external agencies, e.g. BC Mail Plus, Provincial Treasury, MARS, CDW, CRA (T5), CUCBC, INAC, etc.
- Clients, Cases, Activities, etc. created in Phase 1 will be either routed through Queues or assigned manually to an individual (note: same queue structure should be used in subsequent phases).
- Both Contact and Household function will be needed for Phase 1 for CAPP.
- For Phase 1, documents need to be attached to a case and if the case doesn't exist in MIS already the Worker will create the case in MIS before attaching a document in Siebel (due to the case identifier being needed).
- Need ability to save notes "near to real time" in MIS by hitting for example a "Save to MIS" button in Siebel to alert MIS Case Workers that there is documentation in Siebel.
- RAP retirement will be based on payment generation completed in Siebel and passed to CAS for payee processing and financial accounting management.
- Payment functionality
 - ELMSD and Child Care, Autism, Medical Benefits in Phase 2 will be routed through MVS (CCS claim module) to utilize the existing CAS interfaces – subject to change during detailed analysis.
 - The income assistance payments will continue to be routed through MIS month end job for Phases 1, 2 and 3.
- Existing CTS functionality will be replicated in Siebel, i.e.:
 - Storage of documents will be based on header information or area code and number of sending fax;
 - Cover sheets with bar codes will be used to route documents to the appropriate office queue;
 - Entry of comments into Siebel will be migrated to the MIS History file;
 - Transfer of documents to alternate queues will be achieved by changing the office code;
 - Office queues structure and assignment will remain the same; and
 - CTS messaging will be replaced by Service Request and Activities in Siebel.
- WTS will meet implementation timelines for Outlook Integration. Integration provides user with access to their calendar in Siebel.
- Office calendaring functionality still to be determined.
- Many requirements classified as 'nice to have' have been deferred to Phases 4 and 5. The Province Design Team will be asked to prioritize requirements for each module and defer any requirements that are not replacing existing functionality or that are not enabled by existing Siebel functionality.
- Historical view into retired application still to be determined. Examples of retired applications - CTS, MIS.
- Client identification/authorization process to complete the HSD0081 eligibility declaration form still to be determined.
- Youth Justice and Youth Correctional Centres payment processing for Phase 4 still to be determined.
- MCFD 'Program Intake' process is separate from CAPP and will be implemented to the programs over multiple phases.
- Risk Scans and Risk Management are two different functions. Risk Scan data will be captured in Siebel in Phases 1 and 2.
- LMDA Contracts not in scope, including no integration.
- Some temporary integrations will be used in the longer term for historical views of legacy data, after the legacy system has been retired (the data will be migrated to a database), eliminating the need for data conversion.
- ICM will continue to feed the CFD registries until Phase 4 enabling all legacy systems to continue to pull data from the registries.
- ICM will be leveraging Identity Management (IAL) to manage access into Siebel. CFD legacy systems will continue to leverage Security Registry until the application is retired.
- CFD Security Web Services will be retired after all applications have been retired.
- Siebel will be using the IAL's Identity Management.
- MARS will be retired after Phase 5.

SISA CHANGE REQUEST
Integrated Case Management Project

This SISA Change Request is made under the Systems Integration Services Agreement between HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Social Development (the "Province") and Deloitte Inc. ("SI") made the 4th day of February, 2010, as amended from time to time (the "Agreement"), and is governed by the terms and conditions of the Agreement.

Capitalized terms not defined in this SISA Change Request will have the meanings given to them in the SISA to which the proposed SISA Change relates or otherwise the Agreement.

SISA Change Request No.: 2011 001	Request Date: January 27, 2011
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Requestor: Sucha Kukatla	Decision Required By: Jill Kot
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SISA Change Description Summary:

SISA requires Schedule P the ICM Project Roadmap to be revised at the inception / signing of each new Analysis & Design Phase. This change request is to formally document those changes resulting in Analysis and Design Phase 2 contract number spsc46919110147 and incorporate the revised ICM Project Roadmap to form a part of SISA.

SISA Change Impact(s) Summary:

SISA, Schedule P will be updated with the revised roadmap.



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Documents\Clients\2011

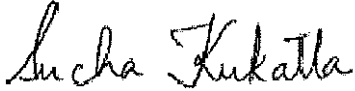
Impact on Project Scope:	No impact to Overall Project Scope beyond that documented in the revised Roadmap.
Impact on Project Effort:	No impact to Overall Project Effort beyond that documented in the revised Roadmap.
Impact on Project Cost:	No impact to Overall Project Cost beyond that documented in the revised Roadmap.
Impact on Project Schedule:	No impact to Project Schedule beyond that documented in the revised Roadmap.

Impact on Project Quality:	No impact to Project Quality
Impact on SISA:	SISA, Schedule P will be updated with the revised roadmap..

In accordance with Article 4 of the Agreement, this SISA Change Request (including any attachments) will become effective as a SISA Change and will act as an amendment to the SISA identified above upon approval and written execution by duly authorized representatives of SI and the Province. It may be executed in several counterparts, each of which will be deemed to be an original. Such counterparts together will constitute one and the same instrument, notwithstanding that all of the parties are not signatories to the original or the same counterpart.

SI Approval:

The requested SISA Change as described above is made as of the request date set out above by the duly authorized representative of SI set out below:

	January 27 th , 2011
(Signature) Sucha Kukatla	Date
Principal, Deloitte	

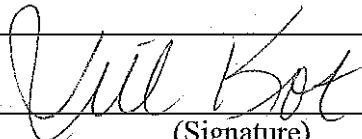
Province Approval:

The requested SISA Change as described above is:

Accepted

Rejected

on behalf of the Province by the duly authorized representative of the Minister of Housing and Social Development set out below:

	Mar 8/11
(Signature)	Date
Enter approver name above	
Enter Province approver title above	

Instructions Arising From Rejection:

Phase 1 - Client Mgmt & Foundation Phase Duration: 9 months		Phase 2 - Transaction Case Mgmt Phase Duration: 15 months		Phase 3 - Collaborative Case Mgmt Phase Duration: 8 months		Phase 4 - Payment, Providers & Contracts Phase Duration: 14 months		Phase 5 - Self-Service, Analytics, Doc Mgmt, ICP Phase Duration: 9 months	
USERS – (approximate numbers) Program areas listed in a subsequent section of this document									
HSD – 1500 <i>Includes: EAWs, IOs</i>		HSD – 1500 existing + 300 new (1800) <i>Includes: EAWs, IOs, Prov. Services and ELMSD Workers</i>		HSD – 1800 training refresh – new functionality <i>Includes: EAWs, IOs, Prov. Services and ELMSD Workers, Bus Pass and Senior Supp Workers</i>		HSD – 1800 existing refresh + 400 new (2200) <i>Includes: All HSD Front-Line Workers, Financial and Contract Management Workers</i>		HSD – All users training refresh	
CFD – 300 <i>Includes: Cross-section at MCFD's discretion</i>		CFD – 300 existing + 2200 new (2500) <i>Includes: CAPP Workers, CCWs, Special Needs Workers</i>		CFD – 2500 training– new modules <i>Includes: All CFD Front-Line Workers for in scope programs</i>		CFD – 2500 existing refresh + 1000 new (3500) <i>Includes: All CFD's workers for in scope programs, Financial and Contract Management Workers</i>		CFD – All users training refresh	
BUSINESS DRIVERS – % Achieved (relative to overall requirements and business case)									
Improve Outcomes for Children and Families	10%	Improve Outcomes for Children and Families	50%	Improve Outcomes for Children and Families	60%	Improve Outcomes for Children and Families	80%	Improve Outcomes for Children and Families	100%
Supports for front line staff	15%	Supports for front line staff	55%	Supports for front line staff	60%	Supports for front line staff	80%	Supports for front line staff	100%
Improve Information Sharing	10%	Improve Information Sharing	40%	Improve Information Sharing	50%	Improve Information Sharing	70%	Improve Information Sharing	100%
Replacing Obsolete Technology	05%	Replacing Obsolete Technology	35%	Replacing Obsolete Technology	45%	Replacing Obsolete Technology	75%	Replacing Obsolete Technology	80%
COST									
<ul style="list-style-type: none"> Cost to Date: \$38M, plus Phase 1 Cost: \$19.5M 		<ul style="list-style-type: none"> Cost to Date: \$57.5M, plus Phase 2 Cost: \$42.3M 		<ul style="list-style-type: none"> Cost to Date: \$99.8M, plus Phase 3 Cost: \$14.8M 		<ul style="list-style-type: none"> Cost to Date: \$114.6M, plus Phase 4 Cost: \$46.7M 		<ul style="list-style-type: none"> Cost to Date: \$161.3M, plus Phase 5 Cost: \$20.4M TOTAL COST: \$181.7M 	
FUNCTIONALITY / MODULES									
Functionality/Modules: <ul style="list-style-type: none"> Service Request Mgmt ■■ Households – □ Contacts – ■■■■ Activities – ■■ Forms Mgmt - ■■ Correspondence – ■■ Document Mgmt – ■■ Foundation: <ul style="list-style-type: none"> Workflow Automation – ■■ Task UI – ■ Auditing – ■ Visibility and Privacy – ■■ Employees – ■■■■ Suppliers – □ Forms Engine – ■■■■ Rules Integration – ■■■■ Outlook Integration - □ 		Functionality/Modules: <ul style="list-style-type: none"> Service Request Mgmt - ■ Households – ■■■■ Contacts – ■ Activities – ■ Forms Mgmt - ■ Correspondence – ■■ Document Mgmt – □ Complaint, Allegations, Incidents – ■■■■ Alerts - ■■■■ Case Mgmt - ■■ Referrals – ■ Foundation: <ul style="list-style-type: none"> Workflow Automation – ■ Task UI – ■ Auditing – ■ Visibility and Privacy – ■ Suppliers – ■■■■ 		Functionality/Modules: <ul style="list-style-type: none"> Service Request Mgmt - □ Households – □ Contacts – ■ Activities – ■ Forms Mgmt - ■ Correspondence – ■ Document Mgmt – □ Complaint, Allegations, Incidents – □ Case Mgmt - ■ Referrals – ■ Risk Mgmt – ■■ Foundation: <ul style="list-style-type: none"> Workflow Automation – ■ Task UI – ■ Auditing – ■ Visibility and Privacy – □ 		Functionality/Modules: <ul style="list-style-type: none"> Service Request Mgmt - ■ Households – □ Contacts – ■ Activities – □ Forms Mgmt - ■ Correspondence – ■ Document Mgmt – □ Complaint, Allegations, Incidents – □ Case Mgmt - ■ Referrals – ■■ Risk Mgmt – ■ Waitlist Mgmt – ■■■■ Foundation : <ul style="list-style-type: none"> Workflow Automation – ■ Task UI – ■ Auditing – □ Visibility and Privacy – □ Partner Access – ■■ Programs (COPS) – ■ Data Quality Server – ■■ Payment & Financial Mgmt (Siebel) – ■■ Service Providers – ■■ Contract Mgmt (Siebel) – ■■■■ 		Functionality/Modules: <ul style="list-style-type: none"> Service Request Mgmt - ■ Households – ■ Activities – ■ Document Mgmt – ■■ Complaint, Allegations, Incidents – ■ Case Mgmt - ■ Referrals – ■ Risk Mgmt – ■ Certification Mgmt – MCFD – ■■■■ Marketing and Campaign Mgmt – ■■■■ Integrated Case Plans – ■■■■ Workflow Automation – ■ Task UI – ■■ Auditing – ■ Visibility and Privacy – ■ Programs (COPS) – ■ Outlook Integration - ■■■■ Solution/ Knowledge Mgmt – ■■■■ Mobile – ■■■■ Email Mgmt – ■■■■ Client Self Service – ■■■■ 	
Legend : <ul style="list-style-type: none"> ■ Approx 10-25% completed in phase ■■ Approx 40-60% completed in phase ■■■ Approx 70-80% completed in phase ■■■■ 100% completed in phase ✓ Module completed 									

INTEGRATION – Requires further validation						
<ul style="list-style-type: none"> ⌚ Siebel ↔ MIS Virtual (HSD/CFD) ⌚ Siebel ↔ MIS Contact/Case Header (MIS Central Registry) ⌚ Siebel ↔ MIS Contact Look up (MIS Central Registry) ⌚ Siebel ↔ MIS Comment History ⌚ Siebel ↔ CTS (HSD/CFD) • Siebel Integration Engine • Error Handling Engine 	<ul style="list-style-type: none"> ⌚ Siebel ↔ MIS Payment ⌚ Siebel ↔ MIS Case ⌚ Siebel ↔ MIS Client ⌚ Siebel ↔ I&CS Case ⌚ Siebel ↔ Quick Win (Form HSD0081) • Siebel ↔ IPAT • Siebel ↔ Story Library 	<ul style="list-style-type: none"> ⌚ Siebel ↔ MoH (MSP Enrolment) ⌚ Siebel ↔ ELMSD (Contract /Financial) • Siebel ↔ CAS CGI • Siebel ↔ CAS DW • Siebel ↔ CRA (CCS) • Siebel ↔ BCEID • Siebel ↔ Aboriginal Interface 	<ul style="list-style-type: none"> ⌚ Siebel ↔ RAP, RAP Templates (Contracts) ⌚ Siebel ↔ CFD Person Registry ⌚ Siebel ↔ CFD Service Registry ⌚ Siebel ↔ DIAND ⌚ Siebel ↔ CLBC, CLBC Templates (Contracts) • Siebel ↔ Justin • Siebel ↔ Cornet ⌚ Siebel ↔ Child Tax Benefit 	<ul style="list-style-type: none"> 🔒 Siebel ↔ Vital Stats 🔒 Siebel ↔ Min. Health 🔒 Siebel ↔ Pac. Blue Cross 🔒 Siebel ↔ RMS (Closed Case) 🔒 Siebel ↔ MAG/FMEP 🔒 Siebel ↔ ICBC 🔒 Siebel ↔ CPIM (MoH/HA Client Patient IM) • Siebel ↔ Other Province • Siebel ↔ Min Prov. Rev. • Siebel ↔ CRA (NCBS, Child Tax Benefit) • Siebel ↔ HRSDC • Siebel ↔ Equifax 	<ul style="list-style-type: none"> • Siebel ↔ CIC • Siebel ↔ CAP • Siebel ↔ Canada Post • Siebel ↔ CPA • Siebel ↔ ERP • Siebel ↔ HSD CDW • Siebel ↔ MARS 	<ul style="list-style-type: none"> • Siebel ↔ MapPoint • Siebel ↔ Virtual CUCBC (Chq Image)
<p>Legend:</p> <ul style="list-style-type: none"> ⌚ Temporary integration 🔒 IAL integration • Permanent integration 						
DATA CONVERSION - Requires further validation						
<ul style="list-style-type: none"> • MIS - Clients • MIS - Case Header (CFD/HSD) • Employees 	<ul style="list-style-type: none"> • MIS - Active HSD Cases (all case types) • LMMA – Fed (All active clients from CSGC and Contact IV) • EP – Prov (Vendors/services from MIS) • CCS – Active authorizations, Vendors from CAS 	<ul style="list-style-type: none"> • Senior Supplement – Clients and Active Cases • Bus Pass – Clients and Active Cases • MIS – Active CFD Cases 	<ul style="list-style-type: none"> • RAP – Providers, Contracts, Placements, Active Payables/Receivables, Limited Payment History • ELMSD (TBD- Contract /Financial) – Contracts and Payments • CWT – Contracts • CARIS – Client, Active Cases and Service Providers • PARIS – Client, Active Cases and Service Providers • Child Tax Benefit – Open Receivables 			
LEGACY SUNSET CANDIDATES - Requires further validation						
<ul style="list-style-type: none"> • Client Transaction System (CTS) 	<ul style="list-style-type: none"> • Common System for Grants & Contributions (CSGC) • Contact IV • Care Analysis & Tracking (CAT) • Partial MIS • Child Care Subsidy (CCS) • Child Care Subsidy Evaluator (CCSE) • Intake & Child Services (I&CS) • Remedy • AMBAT (Autism/Med Benefits) • Complaint Tracking System (CTS) • Reportable Circumstances Templates (RCT) • After Hours (AH) • After Hours Community Information System (CIS) • After Hours Operational Reporting (AHOR) • Self-Service App - Agent Dashboard 	<ul style="list-style-type: none"> • Bus Pass • Senior Supplement • Partial MIS • Family Group Conferencing (FGC) • Community Information System (CIS) – Helpline • MCFD Word Template (WD) System) 	<ul style="list-style-type: none"> • CARIS • CARIS Reader • Online Healthcare Reader (OHW) • BCFPI • PARIS, MIS CLBC • CLBC Templates • RAP • RAP Templates • CWT • Partial MIS • Adoption Mgmt System (AMS) • Post Adoption Openness (PAO) • Birth Father Registry (BFR) • Adoption Reunion Registry • Post Adoption Assistance (PAA) • PLMS • Employment Programs: BCEP, CAP, EPPD, BEP • FARS • FRD 	<ul style="list-style-type: none"> • CFD Person Registry • CFD Security Registry • CFD Service Registry • Intgr. Practice Analysis Tool (IPAT) • Intgr. Case Practice Audit Tool (ICPAT) • Aboriginal Case Practice Audit Tool (ACPAT) • Early Childhood Educator Registry (ECER) • Customer Call Management System (CCMS) • Delegation Management System (DMS) • Advocate Call Management System (ACMS) • Child Tax Benefit (CTB)\ • DIAND 	<ul style="list-style-type: none"> • MIS • Report Distribution System (RDS) 	

HSD PROGRAMS AFFECTED				
CTS replacement implementation and not directed at any one Program area.	All assistance programs receiving Case Management functionality. ELMSD provided functionality to replace Case Management components of CSGC. <ol style="list-style-type: none"> Temporary Assistance (TA) Supplementary Assistance (SA) – General Supplementary Assistance (SA) – Health Disability Assistance (DA) Prevention and Loss Management Services Family Maintenance Employment and Labour Market Services Division Provincial Services 	All programs enhanced functionality <ol style="list-style-type: none"> Temporary Assistance (TA) Supplementary Assistance (SA) – General Supplementary Assistance (SA) – Health Disability Assistance (DA) Prevention and Loss Management Services Family Maintenance Employment and Labour Market Services Division Provincial Services 	All programs enhanced functionality	All programs enhanced functionality
CFD PROGRAMS AFFECTED				
All programs touched lightly for CAPP Gateway and CFS <ol style="list-style-type: none"> Family Development Youth Services Permanency Planning (excluding Adoption) Supported Child Development Youth Justice Youth Custody Centres Children & Youth Mental Health – Community Children & Youth Mental Health – Facilities Youth Forensic Psychiatric Services Support Children with Special Needs Provincial Services for the Deaf and Hearing Impaired Early Childhood Development 	<p><u>Complaints, Incidents & Allegations (CIA)</u></p> <ol style="list-style-type: none"> Family Development Youth Services Permanency Planning Youth Justice Youth Custody Centres Children and Youth Mental Health – Community Children and Youth Mental Health – Facilities Youth Forensic Psychiatric Services Provincial Services for the Deaf and Hearing Impaired Early Childhood Development <p><u>CIA, Intake, Assessments, Service Delivery</u></p> <ol style="list-style-type: none"> Support Children with Special Needs – Autism and Medical Benefits Child Care Subsidy Intake & Child Services 	<p><u>Intake, Assessments, Service Delivery</u></p> <ol style="list-style-type: none"> Family Development Youth Services Permanency Planning (excluding Adoption) <p><u>Intake</u></p> <ol style="list-style-type: none"> Children and Youth Mental Health – Community Children and Youth Mental Health – Facilities Youth Forensic Psychiatric Services Provincial Services for the Deaf and Hearing Impaired Early Childhood Development Supports for Children with Special Needs – CLBC Kids, Nursing Support Permanency Planning – Adoptions 	<p><u>Assessments, Service Delivery</u></p> <ol style="list-style-type: none"> Children and Youth Mental Health – Community Children and Youth Mental Health – Facilities Youth Forensic Psychiatric Services Provincial Services for the Deaf and Hearing Impaired Early Childhood Development Supports for Children with Special Needs – CLBC Kids, Nursing Support Permanency Planning – Adoptions Child Care Program (other than CCS) 	All programs enhanced functionality

PHASE IMPACT ON THE MINISTRIES	
Phase 1 – MHSD	Phase 1 – MCFD
<p>Phase 1 for MHSD will focus on the replacement of the CTS system with Siebel document management and message tracking. The front line worker will have the ability to access historical document data in CTS from within Siebel through a seamless interface. The existing CTS functionality (auto routing of faxed documents to appropriate office queues based on the current assignment function, attachment of documents to the appropriate case for the client, routing of messages and notes, access to basic operational reporting) will be reproduced in Siebel so the process will be recognizable to the front line worker. The new solution will provide an opportunity for users familiarize themselves with the Siebel screens look and feel.</p> <p>The current CTS messaging functionality will be provided to the front line worker via the Service Request and Activities functionality in Siebel.</p> <p>Forms Accelerator functionality will be introduced in Phase 1 providing front line workers with online access to selected forms that were previously paper based (e.g. HSD407); portions of the form (i.e. client name, case number, etc) may be pre-populated by the system. In addition, the forms approval process can be routed and completed on-line. This will reduce the workload for the front line worker and help to reduce the amount of fraud/errors that happen with the paper based format.</p>	<p>Phase 1 for MCFD will focus on the Gateway and CFS Scan enablement of the CAPP process. The front line worker will have the ability to create new clients (contacts) in Siebel and seamlessly view basic case information about existing clients listed in MIS. The frontline worker will have the ability to associate forms and documents as part of CAPP. The frontline worker will also have the ability to create and assign activities related to the Gateway and CFS Scan process and track the routing/status of those activities. Basic operational reporting will be introduced in this phase.</p> <p>The activities functionality will assist the worker with creating tasks, and follow-ups associated to the case files or service requests. Various assessment forms may also be completed and attached to the case file to begin the creation of an electronic case file.</p>
Phase 2 – MHSD	Phase 2 – MCFD
<p>Phase 2 for MHSD will focus on Transactional Case Management functionality. Siebel ICM will be the primary system to complete all client activities related to Temporary Assistance, Supplementary Assistance, Disability Assistance, Health Reconsiderations and Family Maintenance. The frontline workers will have the ability to create and maintain clients and households; initiate, update and complete all business processes related to screening, intake, assessment, benefits determination, referrals, and appeals. Benefits calculation and month-end procedures will remain in MIS for payee processing and financial accounting management. The worker will also have the ability to view MIS- Archive information virtually within Siebel</p> <p>Introduction of OPA Rules determination will provide consistent application of the ministries' legislation, policy and procedures for benefits determination.</p> <p>The introduction of the Catalogue of Programs and Services (COPS) will support the intake, basic referrals and delivery of services by providing a list of services offered by the ministry and the contracted service providers. Workers and service providers will manually select services for the client and will initiate the appropriate referral. Service Provider management will be established with COPS and will be subject to standard CAS Vendor business processes. Referrals to service providers will be actioned via the Partner Access.</p> <p>ELMSD workers and Service Providers (both primes and sub contractors) will have the ability to create and maintain clients/households; initiate, update and complete business process related to intake, assessments, referrals and delivery of services. ELMSD workers will access Siebel directly and the ELSMD Service Providers will access Siebel for all activities related to clients with limited data visibility. ELMSD payment to clients will be initiated in Siebel, with payment transactional information passed to an in-house financial solution. ELMSD Service Provider payment fulfilment will be provided in the Contract Management System.</p> <p>PLMS and Complaints, Allegations and Incidents (CIA) workers will have the ability to capture all details related to a CIA and associate them to an existing MIS case number if applicable, as well as track activities, documents and resolutions.</p> <p>This Phase will build on the Forms and Document Management functionality rolled out in Phase 1 by enhancing the automation and notification (alert) features to improve the front line worker experience. It will also extract data from the forms and add them to the database to allow for reporting and downstream workflow to be launched based on responses to questions.</p>	<p>Phase 2 for MCFD will focus on Transactional Case Management functionality and the third and fourth components of the CAPP process (Safety and Well-Being and Developmental Assessment). Siebel ICM will be the primary system to complete all client activities related to Child Care Subsidy, Autism and Medical Benefits. The frontline workers will have the ability to create and maintain clients and households; initiate, update and complete all business processes related to screening, CAPP intake, assessment, benefits determination and referrals. The frontline workers will access Siebel directly and the Child Care Service Providers will access Siebel via the Partner Portal for all activities. Payment to clients and service providers for these program areas will be initiated in Siebel, with payment transactional information passed to a financial solution yet to be determined. The frontline worker will also have a virtual view of MIS-Archive information within Siebel.</p> <p>Introduction of OPA determination will provide consistent application of the ministries' legislation, policy and procedures.</p> <p>The introduction of the Catalogue of Programs and Services (COPS) will support the intake, referrals and delivery of services by providing a list of services offered by the ministry and the contracted service providers. Workers and service providers will manually select services for the client and will initiate the appropriate referral. Service Provider management will be established with COPS and will be subject to standard CAS Vendor business processes. Referrals to service providers will be actioned via the Partner Access.</p> <p>Complaints, Allegations and Incidents (CIA) workers will have the ability to capture all details related to a CIA and associate them to an existing MIS case number if applicable, as well as track activities, documents and resolutions.</p> <p>This Phase will build on the Forms and Document Management functionality rolled out in Phase 1 by enhancing the automation and notification (alert) features to improve the front line worker experience. It will also extract data from the forms and add them to the database to allow for reporting and downstream workflow to be launched based on responses to questions.</p>
Phase 3 – MHSD	Phase 3 – MCFD
<p>Phase 3 will focus on providing Transactional Case functionality to the Bus Pass and Seniors Supplement programs. The workers in these areas will have the ability to create and maintain clients/households; initiate, update and complete all business processes related to screening, intake, assessment, benefits determination, appeals and monthly (Seniors) payment generation that will be passed to MIS payment processes for managing the distribution of cheques and update of CAS.</p> <p>Phase 3 will also provide more features that refine and build on the previously delivered functions: Case Management, Referrals, Forms Management, Activities, Service Provider Management, Workflow Automation, Task UI, Auditing and Program (COPS).</p> <p>Phase 3 will introduce Risk Management functionality that will continue to be enhanced through Phase 4 and 5.</p>	<p>In Phase 3 Family Development, Youth Services and Permanency Planning (excluding Adoptions) frontline workers will receive the functionality to update and complete business processes related to intake, assessments, referrals, delivery of services and investigations/interventions. The worker will also have a virtual of view MIS historical information within Siebel. The frontline workers will access Siebel directly and the most Service Providers will access Siebel via the Partner Portal for all activities. Delegated Aboriginal Authorities will continue to use the Best Practice System for intake, assessments, referrals, delivery of services and investigations/interventions. The Best Practice system will be interfaced with Siebel.</p> <p>Payment to clients and service providers for Family Development, Youth Services and Permanency Planning (excluding Adoptions) will be initiated in Siebel, with payment transactional information passed to MIS for payee processing and financial accounting management. This will support Imprest/on demand and residential payments.</p> <p>In addition the Intake functionality will be rolled out to Community Youth Mental Health (Community and Facilities), Youth Forensic Psychiatric Services, Special Needs(Nursing Services and CLBC Children), Provincial Services for the Deaf and Hard of Hearing and Early Childhood Development.</p> <p>Phase 3 will also provide more features that refine and build on the previously delivered functions: Case Management, Referrals, Forms Management, Activities, Service Provider Management, Workflow Automation, Task UI, Auditing and Program (COPS).</p> <p>Phase 3 will introduce Risk Management functionality that will continue to be enhanced through Phase 4 and 5.</p>

Phase 4 – MHSD	Phase 4 – MCFD
<p>Phase 4 will focus on providing the FASB workers with payment generation and financial management within a Financial ERP solution and Siebel. In addition, the core calculation performed by MIS for income assistance will be replaced including the external connections that are required to make that work such as feeds from the federal government such as CRA and HRSD.</p> <p>The ELMSD Contract Managers will have the Siebel-enabled ability to use standardized contract lifecycle management activities across the Ministry i.e. Sourcing, Contract Creation, Monitoring, Reviewing Performance and Termination. The Contract financial accounting of commitments, payments and receivables activity may be initiated in the Siebel Contract Management solution but will be passed to CAS for processing.</p> <p>Waitlist Management functionality will be deployed in this phase and will benefit from the contracted service provider access to the solution via the Partner Access for status updates.</p>	<p>In Phase 4 Permanency Planning (Adoptions), Community Youth Mental Health (Community and Facilities), Youth Forensic Psychiatric Services, Special Needs(Nursing Services and CLBC Children), Provincial Services for the Deaf and Hard of Hearing and Early Childhood Development frontline workers will have the ability to update and complete business process related to assessments, referrals, delivery of services and investigations/interventions. . The worker will also have the ability to view MIS -Archive information virtually within Siebel. The frontline workers will access Siebel directly and the Service Providers will access Siebel via the Partner Portal for all activities.</p> <p>Phase 4 will provide the Financial workers with payment generation and financial management within a Financial ERP solution and Siebel.</p> <p>The Contract Managers will have the Siebel-enabled ability to use standardized contract lifecycle management activities across the Ministry i.e. Sourcing, Contract Creation, Monitoring, Reviewing Performance and Termination. The Contract financial accounting of commitments, payments and receivables activity may be initiated in the Siebel Contract Management solution but will be passed to CAS for processing.</p> <p>Waitlist Management functionality will be deployed in this phase and will benefit from the contracted service provider access to the solution via the Partner Access for status updates.</p> <p>Practice Analyst’s workers will have the ability to capture all details related to audits, as well as track activities, documents and resolutions.</p>
Phase 5 –Fully integrated benefits for both MHSD and MCFD	
<p>Phase 5 will introduce self service for the client using portal technology. Functionality will include updating client information (i.e. contact information and circumstances) and accessing information related to services planned or received. The introduction of the Integrated Case Plan will provide the client, the ministries and service providers with an enhanced means to collaborate on the overall outcomes for a client.</p> <p>Assignment Manager will also be introduced in Phase 5 and will include the automation of routing service requests, activities, notifications and approvals based on skills and resource availability.</p> <p>The Business Intelligence Analytics will be delivered to provide management reporting, decision support including research/forecasting and advanced performance reporting.</p> <p>Marketing and Campaign Management capabilities that support initiating, tracking and reviewing results will be provided.</p> <p>The final enhancements to the Document Management functionality will include the ability to conduct searches within stored documents and the ability to archive documents based on pre-defined rules.</p>	

KEY CONSIDERATIONS

- Income Assistance payments will continue to be processed through the month end MIS jobs for Phases 1, 2 and 3.
- In Phase 4 the CAS Oracle EBS will be the financial solution which will be implemented or adjusted using a budget separate from ICM.
- The CAS Oracle EBS solution will also perform the financial components of all Contract Management requirements.
- Contract Management requirements will be built out on the CAS Oracle EBS solution.
- CAS will be responsible for integration between the ERP Financial Solution and internal/external agencies, e.g. BC Mail Plus, Provincial Treasury, MARS, CDW, CRA (T5), CUCBC, INAC, etc.
- Clients, Cases, Activities, etc. created in Phase 1 will be either routed through Queues or assigned manually to an individual (note: same queue structure should be used in subsequent phases).
- Both Contact and Service Request functions will be needed for Phase 1.
- For Phase 1, documents need to be attached to a case and if the case doesn't exist in MIS already the Worker will create the case in MIS before attaching a document in Siebel (due to the case identifier being needed).
- RAP retirement will be based on payment generation completed in Siebel and passed to CAS for payee processing and financial accounting management.
- Payment functionality
 - Child Care, Autism, Medical Benefits in Phase 2 will be routed to CAS through ICM.
 - ELMSD payments in Phase 2 will be routed to CAS through CFMS
 - The income assistance payments will continue to be routed through MIS month end job for Phases 1, 2 and 3.
- Existing CTS functionality will be replicated in Siebel, i.e.:
 - Storage of documents will be based on header information or area code and number of sending fax;
 - Entry of comments into Siebel will be migrated to the MIS History file;
 - Transfer of documents to alternate queues will be achieved by changing the office code;
 - Office queues structure and assignment will remain the same; and
 - CTS messaging will be replaced by Service Request and Activities in Siebel.
- Office calendaring functionality still to be determined.
- Many requirements classified as 'nice to have' have been deferred to Phases 4 and 5. The Province Design Team will be asked to prioritize requirements for each module and defer any requirements that are not replacing existing functionality or that are not enabled by existing Siebel functionality.
- Historical view into retired application still to be determined. Examples of retired applications - CTS, MIS.
- Client identification/authorization process to complete the HSD0081 eligibility declaration form still to be determined.
- Youth Justice and Youth Correctional Centres payment processing for Phase 4 still to be determined.
- MCFD 'Program Intake' process is separate from CAPP and will be implemented to the programs over multiple phases.
- Risk Scans and Risk Management are two different functions. Risk Scan data will be captured in Siebel in Phase 2.
- LMDA Contracts not in scope although integration to the ELMSD Contract Management System is contemplated in Phase 2.
- Some temporary integrations will be used in the longer term for historical views of legacy data, after the legacy system has been retired (the data will be migrated to a database), eliminating the need for data conversion.
- ICM will continue to feed the CFD registries until Phase 4 enabling all legacy systems to continue to pull data from the registries.
- ICM will be leveraging Identity Management (IAL) to manage access into Siebel. CFD legacy systems will continue to leverage Security Registry until the application is retired.
- CFD Security Web Services will be retired after all applications have been retired.
- Siebel will be using the IAL's Identity Management.
- MARS will be retired after Phase 5.

SCHEDULE Q

SERVICE LOCATIONS

1. The following are the “Service Locations” for the purposes of section 13.12:
 - a. The Province’s premises located in Victoria, BC, Canada at the following addresses:
 - (i) 553 Superior Street;
 - (ii) 4000 Seymour Place;
 - (iii) 506 Government Street; and
 - (iv) 514 Government Street
 - b. Deloitte’s offices in British Columbia, Canada located at the following addresses:
 - (i) **Victoria**
737 Yates Street,
Suite 300
Victoria, BC V8W 1L6

and
 - (ii) **Vancouver**
2800 – 1055 Dunsmuir Street
Vancouver, BC V7X 1P4

SCHEDULE R

SOW CHANGE PROCESS

1. Classification of SOW Changes

The parties agree that a change to the terms and conditions of a SOW (including any appendices attached thereto) will be classified as follows:

- (a) a SOW Change, which is any change to the terms and conditions of a SOW that (i) results in a change in the Budget for the SOW (if any) by more than \$50,000; or (ii) is designated by the Province, in its sole discretion, as a “Major SOW Change” in a SOW Change Request issued by the Province or by written notice to SI in response to a SOW Change Request issues by SI (“**Major SOW Change**”); or
- (b) a Regular SOW Change, which is any change to the terms and conditions of a SOW that is not a Major SOW Change (“**Regular SOW Change**”).

Major SOW Changes and Regular SOW Changes are individually referred to as a “**SOW Change**” and collectively referred to as “**SOW Changes**”.

Notwithstanding the foregoing, any change to a project plan that forms part of a SOW shall not be deemed to be a SOW Change unless such change involves changes to (i) milestones, including timelines, deliverables or Fees associated therewith, (ii) material net changes to effort of either party under the SOW, or (iii) a net change in the Fees payable under or in respect of the SOW.

2. SOW Change Request Process

Either party may request a SOW Change in respect of a SOW at any time and from time to time during term of such SOW by completing and delivering to the other party a change request in the form attached hereto as Schedule S (a “**SOW Change Request**”).

Following the delivery of a SOW Change Request by one party to the other, the following will apply:

- (a) Upon receipt of a SOW Change Request from the Province, SI will in good faith prepare a proposal executed by a duly authorized representative of SI (a “**SOW Change Proposal**”) and deliver it to the Province within four (4) Business Days where the SOW Change Request is in respect of a Regular SOW Change, within eight (8) Business Days where the SOW Change Request is in respect of a Major SOW Change, or such other period as the parties agree, which SOW Change Proposal will include the description of the SOW Change based on the SOW Change Request and the impact of the proposed SOW Change on the following (to the extent applicable having regard to the nature of the proposed SOW Change):

- (i) the rights and obligations of the parties under the SOW with respect to, or as a result of, the proposed SOW Change;
 - (ii) the amounts to be paid under the SOW determined in accordance with section 4.2(c)(iii) of the Agreement;
 - (iii) the Services and the Deliverables under the SOW and their Specifications;
 - (iv) the applicable delivery dates for any Services and Deliverables under the SOW; and
 - (v) any other relevant matter related to the SOW that will be materially impacted (whether positively or negatively).
- (b) If SI initiates the SOW Change Request, then the SOW Change Request will include the information required to be included in a SOW Change Proposal as specified in section 2(a) and will be provided to the Province through the Project Management Office.
- (c) Upon receipt of a SOW Change Proposal from SI, the Province, through the Vendor Management Office, will provide SI with a written response to it within four (4) Business Days where the SOW Change Proposal is in respect of a Regular SOW Change, within eight (8) Business Days where the SOW Change Proposal is in respect of a Major SOW Change, or such other period as the parties agree indicating the Province's approval of the SOW Change Proposal, its rejection of the SOW Change Proposal (indicating the reasons thereof), or the terms of a counter proposal acceptable to the Province.
- (d) The Province may in its sole and absolute discretion reject any SOW Change Request delivered by SI in which case the procedures included in this section 2 will have no further application to such SOW Change Request.
- (e) SI will be required to respond to all SOW Change Requests received from the Province. SI will not reject a SOW Change Request initiated by the Province unless SI is unable to make the changes contemplated in the SOW Change Request due to an Adverse Impact. If SI believes that any SOW Change Request initiated by the Province will result in an Adverse Impact, SI will immediately request a meeting with the Vendor Management Office to explain the Adverse Impact, and will in advance of that meeting provide the Province with a written explanation of the Adverse Impact, including details of the Adverse Impact and suggested reasonable alternatives to the SOW Change Request or means of mitigating the effects of the Adverse Impact. If the Province requires that the SOW Change Request be implemented as requested, notwithstanding

the Adverse Impact to SI, then the impact of the SOW Change Request, including on the Fees and SI's affected obligations under this Agreement will be addressed through the Governance Process. If a mutually acceptable resolution is not reached in respect of the proposed SOW Change Request, then the matter will be treated as a SOW Dispute to be resolved pursuant to the Dispute Resolution Process set out in section 3.

- (f) A SOW Change Proposal (including a counterproposal made by the Province pursuant to section 2(c)) will become effective as a SOW Change and will act as an amendment to the applicable SOW upon acceptance and written execution by a duly authorized representative of SI and a duly authorized representative of the Province.
- (g) A SOW Change Request proposed by SI will become effective as a SOW Change and will act as an amendment to the applicable SOW upon acceptance and written execution thereof by a duly authorized representative of SI and a duly authorized representative of the Province.
- (h) Upon a SOW Change becoming effective, the applicable SOW will be deemed to be amended as provided in the applicable SOW Change Request or SOW Change Proposal, and SI will implement that SOW Change in accordance with the particulars of the applicable SOW Change Request or SOW Change Proposal, as the case may be.
- (i) The parties will make available qualified personnel with the authority to prepare, negotiate and execute SOW Changes pursuant to this section 3 and will work diligently and expeditiously to complete the preparation, negotiation and execution of the documents referenced in this section 3 within the required time frames.
- (j) If the proposed SOW Change involves the addition of new functionality to the ICM System, SI will, upon request of the Province, attempt to identify current in scope functionality that may be put aside or replaced by the new functionality in order to avoid or minimize changes to the Budget under the applicable SOW.
- (k) Without limiting the terms and conditions of this section 3, SOW Changes made pursuant to this section 3 may be facilitated, discussed, negotiated and implemented through the Change Advisory Board. SI agrees to participate in the SOW Change-related processes of the Change Advisory Board to the extent requested by the Province.
- (l) SI will maintain an accurate and complete record of all SOW Changes implemented by the parties pursuant to this section 3. The Province may provide SI with an amended version of any part of a SOW which has been amended pursuant to this Schedule reflecting a consolidation of all SOW Changes made to the applicable part of such SOW.

- (m) SI will manage, track and report on all in-progress SOW Changes Requests.
- (n) SOW Changes requested by the Province concurrently will be made by SI in the order determined by the Province.
- (o) Notwithstanding anything in this Agreement (including any approval granted by the Province for the implementation of a SOW Change), the Province may, at any time prior to commencement of the SOW Change, in its sole discretion, provide written notice to SI requiring SI to cease to make any SOW Changes and SI will immediately comply with the instructions set out in such notice.

3. Change Request SOW Disputes

Any disagreement between the parties with respect to the impact of a proposed SOW Change, including any change to the Fees payable under a SOW, will be deemed a SOW Dispute and resolved in accordance with the Dispute Resolution Process set out in section 4.6 of and Schedule T to this Agreement, provided, however, that if the SOW Dispute becomes subject to arbitration in accordance with such section, then following terms and conditions will apply:

- (a) the procedures for the arbitration will include an opportunity for written submissions and responses to written submissions by or on behalf of the parties;
- (b) the parties submissions to the Designated SOW Arbitrator will set out the parties proposed terms and conditions, including pricing, for the proposed SOW Change based on the party's assessment of the impact of the proposed SOW Change; and
- (c) the Designated SOW Arbitrator's award or determination will choose between the submission of the Province and the submission of SI, as made in accordance with section 3(b) above and such award or determination will be final and binding on the parties and there will be no appeal on any ground.

SCHEDULE S

FORM OF SOW CHANGE REQUEST

SOW CHANGE REQUEST Integrated Case Management Project

This SOW Change Request is made under the Systems Integration Services Agreement between HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Housing and Social Development (the “**Province**”) and Deloitte Inc. (“**SI**”) made the 4th day of February, 2010, as amended from time to time (the “**Agreement**”), and is governed by the terms and conditions of the Agreement.

Capitalized terms not defined in this SOW Change Request will have the meanings given to them in the SOW to which the proposed SOW Change relates or otherwise the Agreement.

[Note to Draft: In accordance with Schedule R of the Agreement, SOW Change Requests (and SOW Change Proposals) may be authored and submitted by the Province or by SI using this form. The SOW Change Request process entails:

- *Submission to Project Management Office of this electronic form, under cover of an email from an authorized requestor (i.e., a representative of the Province or SI duly authorized to request a SOW Change);*
- *Where the SOW Change Request is made by SI, execution of the SOW Change Request by a duly authorized representative of SI;*
- *Logging of the SOW Change Request by the Project Management Office in the ICM Project SOW Change Request log;*
- *Where the SOW Change Request is made by the Province, preparation and delivery to the Province of a signed SOW Change Proposal by SI using this form;*
- *Organization and conduct of a SOW Change Request review Working Group, including representatives of the Vendor Management Office where appropriate, to assess the SOW Change Request and develop analysis and recommendations for approvers;*
- *Organization and conduct of a SOW Change Request internal Province approval meeting involving duly authorized Province approvers, and the rendering of an approval / rejection / endorsement (in cases where the total dollar value of the change exceeds \$50,000);*
- *Organization and conduct of a Deputy Minister approval process including associated briefing note (in cases where the dollar value of the SOW Change exceeds \$50,000);*
- *Electronic notification of the approval decision by the Province, and the logging of this decision by the Project Management Office; and*
- *Where the SOW Change Proposal is approved by the Province, execution of the SOW Change Proposal (i.e. the final version of a completed copy of this form) by a duly authorized representative of the Province.*

Throughout this form, instruction text is provided in *red* to assist in completion. Please remove this text in completing the form. Also, the terms and conditions of Schedule R of the Agreement should be reviewed when completing this form.]

Applicable SOW: Identify the applicable SOW to which the proposed SOW Change relates.	SOW Change Request No.: Number provided by PMO on request – either when in draft or at time of submission.	Request Date: Enter date submitted
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SOW Change Request Class (Select One):	Regular SOW Change: _____
	Major SOW Change: _____
Requestor: Enter name of individual sponsoring and accountable for this SOW Change Request.	Decision Required By: If known or a time pressure exists, enter date. Enter date if a contractually agreed decision timeframe exists.

SOW Change Description Summary:

Provide a description of the events, analysis, or contextual factors which have occurred which are resulting in a requested SOW Change to applicable SOW. Provide a description of the proposed SOW Change.

SOW Change Impact(s) Summary:

Describe in plain language what effect the SOW Change drivers above have had or are having on the ICM Project. This may include alterations to one or more of: agreed scope, agreed approach, agreed effort, agreed timelines, agreed quality (the content or functionality of planned Deliverables), etc.	
Having described the impact(s) resulting from driver(s) and change captured above, complete the following table which describes changes to typical project expectations, indicating “N/A” where there is no change in the particular category.	
Impact on Project Scope:	Describe additional Deliverables, or removed Deliverables, as well as changes to expected Deliverable scope.
Impact on Project Effort:	Describe increases or decreases to project effort arising by resource. Use “+” or “-” as appropriate.
Impact on Project Cost:	Describe increases or decreases to the Budget arising. Use “+” or “-” as appropriate.
Impact on Project Schedule:	Describe changes arising to the project’s schedule (either over all completion or key Deliverable, work product or other dates) expressed as days / months of “gain” or “slippage”.

Impact on Project Quality:	Describe changes arising to the completeness, content or functionality of Deliverables, by Deliverable.
Impact on SOW:	Describe proposed amendments to the applicable SOW and their impact on the SOW and the overall Agreement.

In accordance with Schedule R of the Agreement, this SOW Change Request (including any attachments) will become effective as a SOW Change and will act as an amendment to the applicable SOW identified above upon approval and written execution by duly authorized representatives of SI and the Province. It may be executed in several counterparts, each of which will be deemed to be an original. Such counterparts together will constitute one and the same instrument, notwithstanding that all of the parties are not signatories to the original or the same counterpart.

SI Approval:

A duly authorized representative of SI should sign this form when it being used to make a SOW Change Request initiated by SI or to provide a SOW Change Proposal in response to a SOW Change Request made by the Province.

The requested SOW Change as described above is made as of the request date set out above by the duly authorized representative of SI set out below:

_____	_____
(Signature)	Date

Enter SI authorized representative name above	

Enter SI representative title above	

Province Approval:

The requested SOW Change as described above is:

Accepted
 Rejected

on behalf of the Province by the duly authorized representative of the Minister of Housing and Social Development set out below:

_____	_____
(Signature)	Date

Enter approver name above

Enter Province approver title above

Instructions Arising From Rejection:

In cases where the proposed SOW Change has been rejected by the Province, SI is required to continue to meet all of its original obligations under the Agreement and the applicable SOW subject to any instructions of the Province set out in this section.

In these cases, the approver should give direction regarding what work adjustments or actions, if any, will be made or taken in connection with the rejection of the proposed SOW Change.

EXHIBIT A
DETAILED SOW CHANGE DESCRIPTION AND JUSTIFICATION:

For SOW Changes resulting in a net change to the Budget exceeding \$50,000, 50 person days of effort, 10 calendar days of slippage against agreed Milestone, Deliverable or other target dates, or significant alterations in Deliverable(s) quality (or any combination thereof) please provide in this section detailed:

- Background or contextual information to support the proposed SOW Change (change drivers);
- Description of the proposed SOW Change;
- Justification of the proposed SOW Change;
- Discussion of any potential options including their effort, cost, time, schedule, quality or contractual impacts as appropriate, and a rationale why the proposed SOW Change is the preferred option; and
- Detailed description of cost, time, schedule, quality or contractual impacts and a rationale for each, including calculations where applicable.

EXHIBIT B
SOW CHANGE ANALYSIS REPORT AND RECOMMENDATIONS ARISING

In all cases, SOW Change Requests/Proposals will be evaluated by the Province.

This Exhibit is to be used to capture and summarize the evaluation conducted, findings arising, and recommendations regarding approval or rejection or amendment to the SOW Change Request/Proposal arising from this evaluation.

SCHEDULE T

SOW DISPUTE RESOLUTION PROCESS

Unless otherwise specified herein, if any SOW Dispute arises which is not resolved by the operational personnel involved then, upon written notice from either party, the parties will, notwithstanding sections 18.2 and 18.3 of the Agreement, follow the step-by-step resolution procedure set out below to the extent necessary to resolve the SOW Dispute:

- (a) the Project Executives of each party will attempt to resolve the SOW Dispute informally by meeting as often, for a duration and as promptly as those representatives deem necessary to discuss the SOW Dispute and negotiate in good faith in an attempt to resolve the SOW Dispute;
- (b) if such Persons are unable to resolve the SOW Dispute within two (2) Business Days, within one (1) Business Day thereafter, or such other period mutually agreed by the parties, the Joint Operations Committee, will meet in person, by teleconference or video conference at a mutually agreeable time to resolve the SOW Dispute. The Joint Operations Committee shall only have authority to resolve a SOW Dispute where all members agree;
- (c) if the Joint Operations Committee is unable to resolve the SOW Dispute within two (2) Business Days, within two (2) Business Days thereafter, or such other period mutually agreed by the parties, a meeting of the Joint Executive Committee will be called with such meeting to be held in person, by teleconference or video conference at a mutually agreeable time to resolve the SOW Dispute. The Joint Executive Committee shall only have authority to resolve a SOW Dispute where all members agree;
- (d) if the Joint Executive Committee is unable to resolve the SOW Dispute within two (2) Business Days, within two (2) Business Days thereafter or such other period mutually agreed to by the parties, the SOW Dispute will be referred to the Relationship Sponsors for resolution;
- (e) if the Relationship Sponsors are unable to resolve the SOW Dispute within two (2) Business Days or such other period mutually agreed to by the parties, any party may refer the SOW Dispute to the first Designated SOW Arbitrator who is immediately available (as agreed by the parties or where not agreed then starting from the top of the list set forth in Schedule U to this Agreement. The SOW Dispute will be settled by binding arbitration in Victoria, British Columbia (or such other location as agreed by the parties) in accordance with the *Commercial Arbitration Act* (British Columbia) subject to:
 - (i) written submissions being required to be made within two (2) Business Days of the Designated SOW Arbitrator being appointed;

- (ii) no oral submissions may be made by either party and no witnesses may be called by either party unless the Designated SOW Arbitrator requests an oral hearing which may be conducted via video conference or conference call;
- (iii) the Designated SOW Arbitrator being required to render a decision within three (3) Business Days of the completion of submissions; and
- (iv) each party will pay its own costs and expenses and one-half of the Designated SOW Arbitrator costs, subject to final apportionment by the Designated SOW Arbitrator. The Designated SOW Arbitrator's costs will be his or her usual hourly billing rates plus any expenses incurred.

The parties recognize that under section 13 of the *Commercial Arbitration Act* (British Columbia), the Designated SOW Arbitrator may extend any time limits specified in this Schedule T.

SCHEDULE U

DESIGNATED SOW ARBITRATOR LIST

- 1. Michael Erdle**
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150 York Street, Suite 400
Toronto, Ontario
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Tel: 416-966-3529
Fax: 416-966-3529
Email: mark@hayeselaw.com
- 4. Brian J. Wallace, Q.C.**
Brian J. Wallace Law Corporation
#417 – 645 Fort Street,
Victoria, British Columbia
Canada V8W 1G2
Tel (Victoria): 250-590-5518
Tel (Vancouver): 604-916-9225
Email: bjw@brianjwallacelawcorp.com

5. **Amy-Lynn Williams**
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150 York Street, Suite 400
Toronto, Ontario
Canada M5H 3S5
Tel: 416-941-9047
Fax: 416-941-9443
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6. **John W. Horn, Q.C.**
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Box 667 - 111 Wallace Street,
Nanaimo, British Columbia
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Tel: 250-754-3321
Fax: 250-754-1148
Email: jhorn@rlr-law.com

7. **John J. Marshall, Q.C.**
Macleod Dixon LLP
3700 Canterra Tower
400 Third Avenue S.W.
Calgary, Alberta
Canada T2P 4H2
Tel: 403-267-8282
Fax: 403-264-5173
Email: Jack.Marshall@macleoddixon.com

8. **Leo Getz, Q.C.**
Getz Prince Wells LLP
1810 – 111 West Georgia Street,
Vancouver, British Columbia
Canada V6E 4M3
Tel: 604-685-6367
Fax: 604-685-9798
Email: leon@getzpw.com

9. **H. Scott Fairley**
Theall Group LLP
4 King Street West, Suite 1410
Toronto, Ontario
Canada M5H 1B6
Tel: 416-304-6185
Fax: 416-304-1395
Email: sfairley@theallgroup.com

- 10. Murray A. Clemens, Q.C.**
Nathanson, Schachter & Thompson LLP
Suite 750 – 900 Howe Street,
Vancouver, British Columbia
Canada V6Z 2M4
Tel: 604-662-8840
Fax: 604-684-1598
Email: mclemens@nst.bc.ca
- 11. Gary S. Snarch**
Taylor Veinotte Sullivan
Suite 300 – 1168 Hamilton Street,
Vancouver, British Columbia
Canada V6B 2S2
Tel: 604-484-2306
Fax: 604-687-7384
Email: gsnarch@tvsbarristers.com
- 12. Henri C. Alvarez, Q.C.**
Fasken Martineau Dumoulin LLP
2900 – 550 Burrard Street,
Vancouver, British Columbia
Canada V6C 0A3
Toll-Free: 1-877-635-3131
Tel: 604-631-3129
Fax: 604-632-3129
Email: halvarez@fasken.com
- 13. Joseph A. Boskovich**
DuMoulin Boskovich
Suite 1800 – 1095 West Pender Street,
Vancouver, British Columbia
Canada V6E 2M6
Tel: (604) 669-5500, ext #214
Fax: (604) 688-8491
Toll-Free: 1-877-635-3131
Email: joe@dubo.com
- 14. John J. L. Hunter, Q.C.**
Hunter Litigation Chambers Law Corporation
2100 – 1040 West Georgia Street,
Vancouver, British Columbia
Canada V6E 4H1
Tel: 604-891-2401
Fax: 604-647-4554
Email: jhunter@litigationchambers.com

- 15. William S. (Bill) Berardino, Q.C.**
Hunter Litigation Chambers Law Corporation
2100 – 1040 West Georgia Street,
Vancouver, British Columbia
Canada V6E 4H1
Tel: 604-647-4555
Fax: 604-647-4554
Email: bberardino@litigationchambers.com
- 16. Michael Manson**
Smart & Biggar/Fetherstonhaugh
2200 – 650 West Georgia Street,
Vancouver, British Columbia
Canada V6B 4N8
Tel: 604-682-7780
Fax: 604-682-0274
Email: mmanson@smart-biggar.ca
- 17. John P. Sanderson, Q.C.**
Sanlaing Communications Limited
Suite 790 – 401 West Georgia Street
Vancouver, British Columbia
Canada V6B 5A1
Tel: 604-685-8329
Fax: 604-685-9254
E-mail: jsanderson@sanlaing.ca

SCHEDULE V

PROJECT MANAGEMENT SERVICES

This Schedule describes SI's obligations regarding the application of project management and project reporting practices in the management of the delivery of Services under this Agreement, provided, however, that such obligations may be modified and supplemented by other project management-related obligations in respect of a specific SOW as set out in such SOW.

1. Activity Tracking

- (a) SI will in respect of each SOW:
 - (i) develop in consultation with the Province and maintain a work plan (the "**SOW Project Plan**"), that describes the Deliverables, Work Products, Artefacts and associated tasks required to complete such items in accordance with the applicable terms and conditions of this Agreement (including such SOW), including, for each task:
 - A. the owner accountable for execution and reporting;
 - B. SI Personnel assigned to contribute work;
 - C. hourly rates for effort of SI Personnel assigned to contribute work;
 - D. level of effort both at the task aggregate level and for each assigned SI Personnel;
 - E. predecessor and successor dependencies;
 - F. completion milestones for Deliverables, Work Products, and Artefacts; and
 - G. baseline data pertaining to the categories of information set out above in this section to enable the assessment of performance against originally planned estimates;
 - (ii) register, on a weekly basis or such other period specified in the SOW, against the tasks comprising the SOW Project Plan by assigned SI Personnel:
 - A. actual effort expended (actual to date);
 - B. estimated hours of effort to complete (estimate to complete); and

- C. revised start dates and revised forecast completion dates;
- (iii) identify, on a weekly basis or such other period specified in the SOW, against the baseline data pertaining to Deliverables, Work Products, Artefacts and associated tasks and milestones of the SOW Project Plan:
 - A. variance against estimated duration;
 - B. variance against estimated completion; and
 - C. variance against estimated effort;
- (iv) provide, on a weekly basis or such other period specified in the SOW, detailed outlook reports in respect of the SOW Project Plan.

2. Recovery Planning

- (a) Under section 2.16 of the Agreement, SI agrees to develop a Recovery Plan for the Services. As it relates generally to the Services, SI's Recovery Plan will address the following three areas:
 - (i) mitigating the risk of Service Interruptions;
 - (ii) maintaining recovery preparedness; and
 - (iii) recovery from a Service Interruption.
- (b) SI will comply with the Province Standards and ensure that the Recovery Plan complies with the Province Standards.
- (c) In the event of any Service Interruption for any reason, SI agrees to:
 - (i) implement and comply with SI's Recovery Plan;
 - (ii) use all reasonable efforts to resume and continue providing the Services affected by the Service Interruption in accordance with SI's Recovery Plan; and
 - (iii) provide assistance, under the direction of the Province, to any efforts undertaken by the Province to correct the conditions that caused the Service Interruption.

3. Project Management Reporting

SI will provide to the Province the project management-related reports set out in Schedule M of this Agreement in accordance with such Schedule.

4. Issue and Risk Management

This section describes SI's obligations regarding the application of issue and risk management practices in the management of the delivery of Services under this Agreement and in the governance of this Agreement.

(a) Issue Management

- (i) SI will, on a continuing basis:
 - A. identify issues related to the provision of Services, or the success of the ICM Project as a whole;
 - B. analyze issues for root cause, and real or potential impact in terms of specific alterations to the achievement of scope, cost, time or quality targets or expectations of the Services or the ICM Project as a whole;
 - C. develop singular or optional actions or strategies to address issues to alleviate impacts as identified;
 - D. identify proposed owners of actions or strategies who will be responsible for ensuring their timely execution and monitoring their effectiveness;
 - E. identify proposed time targets by which actions or strategies must be accomplished;
 - F. package and provide such issues and related analysis and recommendations in a format to be provided by the Province, for inclusion in issue management processes administered by the Province in which SI will be invited to participate; and
 - G. maintain an issues management electronic archive which contains the working, analytic, and end products of the issues management process employed by SI, as described above.
- (ii) The Province will administer and invite SI to participate on a standing basis in an issues management process, which:
 - A. employs an issues management agenda item at all standing meetings of Working Groups or other ICM Project-related

governance bodies to which SI is invited by the Province, during which:

- a) new issues are submitted for decision regarding their inclusion in a formal issues log, and the assignment of actions arising; and
- b) status of previously approved issues management actions is reported by owners identified pursuant to section 4(a)(i)D;
- c) employs a regularly maintained and published issues log which describes all open and resolved issues, including descriptions, impacts, actions arising, time targets, owners, status and commentary;
- d) employs a formal notification system to ensure that assigned issue management owners and interested parties are aware of issue management action assignments; and
- e) accommodates the ad hoc submission of issues for inclusion in the process in cases where regular meeting cycles do not accommodate the urgency of issues or the associated actions required.

(b) Risk Management

- (i) SI will, on a continuing basis:
 - A. identify risks which constitute potential threats, problems or obstacles related to the provision of Services, or the success of the ICM Project as a whole;
 - B. analyze risks for probability of occurrence and severity of potential impact, as well as the specifics of the potential impact in terms of potential alterations to the achievement of scope, cost, time or quality targets or expectations of the Services or the ICM Project as a whole;
 - C. develop singular or optional actions or strategies to address risks through:
 - a) prevention (the reduction of probability of occurrence to an acceptable threshold);

- b) mitigation (the reduction of the severity of the impact to an acceptable threshold);
 - c) transference (the re-direction of the impact to an extra-project entity);
 - d) acceptance (the acknowledgment of the potential impact and its assessed probability as an abiding factor); or
 - e) some combination thereof;
- D. identify proposed owners of actions or strategies who will be responsible for ensuring their timely execution and monitoring their effectiveness;
 - E. identify proposed time targets by which actions or strategies must be accomplished;
 - F. package and provide such risks and related analysis and recommendations in a format to be provided by the Province, for inclusion in risk management processes administered by the Province in which SI will be invited to participate, and
 - G. maintain a risk management archive which contains the working, analytic, and end products of the risk management process employed by SI, as described above.
- (ii) The Province will:
- A. administer and invite SI to participate on a standing basis in a risk management process, which:
 - a) employs a risk management committee or Working Group as a monthly formal risk management body, during which:
 - i) new risks are submitted for decision regarding their inclusion in a formal risks log, and the assignment of actions arising; and
 - ii) status of previously approved risk management actions is reported by owners identified pursuant to section 4(b)(i)D;

- b) employs a regularly maintained and published risks log which describes all open and resolved risks, including descriptions, potential impacts, assessed severity of impact, probability of occurrence and overall priority arising, risk actions, time targets, action owners, status and commentary;
- c) employs a formal notification system to ensure that assigned risk management action owners and interested parties are aware of risk management action assignments; and
- d) accommodates the ad hoc submission of risks for inclusion in the process in cases where regular meeting cycles do not accommodate the urgency of risks or the associated actions required.

SISA CHANGE REQUEST

Integrated Case Management Project

This SISA Change Request is made under the Systems Integration Services Agreement between HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Housing and Social Development (the “Province”) and Deloitte Inc. (“SI”) made the 4th day of February, 2010, as amended from time to time (the “Agreement”), and is governed by the terms and conditions of the Agreement.

Capitalized terms not defined in this SISA Change Request will have the meanings given to them in the SISA to which the proposed SISA Change relates or otherwise the Agreement.

[Note to Draft: In accordance with Article 4 of the Agreement, SISA Change Requests may be authored and submitted by the Province or by SI using this form. The SISA Change Request process entails:

- *Submission to Project Management Office of this electronic form, under cover of an email from an authorized requestor (i.e., a representative of the Province or SI duly authorized to request a SISA Change);*
- *Where the SISA Change Request is made by SI, execution of the SISA Change Request by a duly authorized representative of SI;*
- *Logging of the SISA Change Request by the Project Management Office in the ICM Project Change Request log);*
- *Where the SISA Change Request is made by the Province, preparation and delivery to the Province of a signed SISA Change Proposal by SI using this form;*
- *Organization and conduct of a SISA Change Request review Working Group, including representatives of the Vendor Management Office where appropriate, to assess the SISA Change Request and develop analysis and recommendations for approvers;*
- *Electronic notification of the approval decision by the Province, and the logging of this decision by the Project Management Office; and*
- *Where the SISA Change Proposal is approved by the Province, execution of the SISA Change Proposal (i.e. the final version of a completed copy of this form) by a duly authorized representative of the Province.*

Throughout this form, instruction text is provided in red to assist in completion. Please remove this text in completing the form. Also, the terms and conditions of Article 4 of the Agreement should be reviewed when completing this form.

SISA Change Request No.: TDD CR-2010-039	Request Date: August 18, 2010
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Requestor: Sucha Kukatla	Decision Required By: Jill Kot
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SISA Change Description Summary:

Deloitte is seeking approval to add three companies to the list of approved sub-contractors in Schedule K of SISA:

1. Software AG

219 Keeney St
Evanston, Illinois, 60202

Software AG will provide the following key Services/Deliverables:

- Install WebMethods production servers.
- Configure the production servers in the clustered environment.
- Document the installation process.

2. Focus Frame

2800 Stevens Creek Boulevard
Suite 101
San Jose, CA
95128

Focus Frame (a Hexaware company, a corporation) will provide the following key Services/Deliverables:

- Develop the Performance Test Plan.
- Conduct Performance Testing.

3. Brainhunter Inc.

2 Sheppard Avenue East
Suite 2000
Toronto, ON
M2N 5Y7

Brainhunter Inc. will provide the following key Services/Deliverables:

- Analyze the compatibility of the ICM Siebel solution with the Freedom Scientific JAWS assistive technology screen reader.
- Assess the issues identified in utilizing JAWS with the ICM Siebel high interactivity client.
- Identify the JAWS customizations required and an estimate of effort and timeline required to complete and test the customizations.
- Customize and test the JAWS reader with the Siebel application.

SISA Change Impact(s) Summary:

Without the addition of the aforementioned subcontractors, N/A


Impact on Project Scope:	No impact to Project Scope
Impact on Project Effort:	No impact to Project Effort
Impact on Project Cost:	No impact to Project Cost
Impact on Project Schedule:	No impact to Project Schedule

Impact on Project Quality:	No impact to Project Quality
Impact on SISA:	Additional sub-contractors will be added to Schedule K, no other impacts to SISA.

In accordance with Article 4 of the Agreement, this SISA Change Request (including any attachments) will become effective as a SISA Change and will act as an amendment to the SISA identified above upon approval and written execution by duly authorized representatives of SI and the Province. It may be executed in several counterparts, each of which will be deemed to be an original. Such counterparts together will constitute one and the same instrument, notwithstanding that all of the parties are not signatories to the original or the same counterpart.

SI Approval:

The requested SISA Change as described above is made as of the request date set out above by the duly authorized representative of SI set out below:

 _____ (Signature) Sucha Kukatla _____ Principal, Deloitte _____	_____ August 18, 2010 _____ Date
---	---

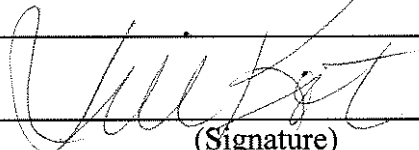
Province Approval:

The requested SISA Change as described above is:

Accepted

Rejected

on behalf of the Province by the duly authorized representative of the Minister of Housing and Social Development set out below:

 _____ (Signature) Jill Kot _____ Enter approver name above Assistant Deputy Minister _____ Enter Province approver title above	_____ Oct 1/10 _____ Date
--	------------------------------------

Instructions Arising From Rejection:

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SISA CHANGE REQUEST
Integrated Case Management Project

This SISA Change Request is made under the Systems Integration Services Agreement between HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Social Development (the "Province") and Deloitte Inc. ("SI") made the 4th day of February, 2010, as amended from time to time (the "Agreement"), and is governed by the terms and conditions of the Agreement.

Capitalized terms not defined in this SISA Change Request will have the meanings given to them in the SISA to which the proposed SISA Change relates or otherwise the Agreement.

SISA Change Request No.: 2011009	Request Date: February 15, 2011
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Requestor: Wayne Powell	Decision Required By: Jill Kot
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SISA Change Description Summary:

The ICM project location has been changed / expanded from 553 Superior Street to include the following additional locations:

1. 609 Broughton Street, Victoria, B.C.
2. 716 Courtenay Street, Victoria, B.C.
3. 634 Humboldt Street, Victoria, B.C.

These additional locations need to be identified as formal Service Locations within Schedule Q of SISA.

The ICM project no longer uses the following locations:

1. 506 Government Street, Victoria, B.C.
2. 514 Government Street, Victoria, B.C.

These locations need to be removed as formal Service Locations within Schedule Q of SISA.

SISA Change Impact(s) Summary:

Update to Service Location / Schedule Q

Impact on Project Scope:	None
Impact on Project Effort:	None.

Impact on Project Cost:	None
Impact on Project Schedule:	None
Impact on Project Quality:	None
Impact on SISA:	SISA, Schedule Q will be updated with the additional Service Locations.

In accordance with Article 4 of the Agreement, this SISA Change Request (including any attachments) will become effective as a SISA Change and will act as an amendment to the SISA identified above upon approval and written execution by duly authorized representatives of SI and the Province. It may be executed in several counterparts, each of which will be deemed to be an original. Such counterparts together will constitute one and the same instrument, notwithstanding that all of the parties are not signatories to the original or the same counterpart.

SI Approval:

The requested SISA Change as described above is made as of the request date set out above by the duly authorized representative of SI set out below:

Sucha Kukatla
(Signature)
Sucha Kukatla

4/25/2011
Date

Principal, Deloitte

Province Approval:

The requested SISA Change as described above is:

Accepted

Rejected

on behalf of the Province by the duly authorized representative of the Minister of Social Development set out below:

Jill Kot
(Signature)

May 2/11
Date

Jill Kot

ADM, ICM Project, Ministry of Social Development

Instructions Arising From Rejection:

SISA CHANGE REQUEST
Integrated Case Management Project

This SISA Change Request is made under the Systems Integration Services Agreement between HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Social Development (the "Province") and Deloitte Inc. ("SI") made the 4th day of February, 2010, as amended from time to time (the "Agreement"), and is governed by the terms and conditions of the Agreement.

Capitalized terms not defined in this SISA Change Request will have the meanings given to them in the SISA to which the proposed SISA Change relates or otherwise the Agreement.

SISA Change Request No.: 2012022	Request Date: May 29, 2012
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Requestor: Wayne Powell	Decision Required By: Jill Kot
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SISA Change Description Summary:

The ICM Project has identified several Service Locations in accordance with the provisions of SISA within Schedule Q. As of July 6, 2012, the project will have access to a new service location at 333 Quebec Street, Victoria, BC. As of July 31, 2012, the project will lose access to a current service location at 850 Burdett Avenue, Victoria BC.

SI Personnel may only perform Services under the Agreement at Service Locations identified in Schedule Q. To ensure continuity of service delivery and other project activities, changes in Service Locations must be reflected here.

If approved this change request will amend Schedule Q SISA to reflect these changes in Service Locations, effective on the associated dates.

SISA Change Impact(s) Summary:

Impact on Project Scope:	No Impact
Impact on Project Effort:	No Impact
Impact on Project Cost:	No Impact
Impact on Project Schedule:	No Impact
Impact on Project Quality:	No Impact
Impact on SISA:	Schedule Q to SISA will be amended to include 333 Quebec Street as of July 1, 2012 and to remove 850 Burdett Avenue as of August 1, 2012.

In accordance with Article 4 of the Agreement, this SISA Change Request (including any attachments) will become effective as a SISA Change and will act as an amendment to the SISA identified above upon approval and written execution by duly authorized representatives of SI and the Province. It may be executed in several counterparts, each of which will be deemed to be an original. Such counterparts together will constitute one and the same instrument, notwithstanding that all of the parties are not signatories to the original or the same counterpart.

SI Approval:

The requested SISA Change as described above is made as of the request date set out above by the duly authorized representative of SI set out below:

	June 11, 2012
_____ (Signature) Sucha Kukatla	_____ Date
_____ Principal, Deloitte	

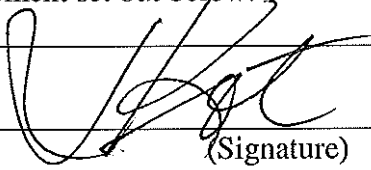
Province Approval:

The requested SISA Change as described above is:

Accepted

Rejected

on behalf of the Province by the duly authorized representative of the Minister of Social Development set out below:

 _____ (Signature)	_____ Date
_____ Jill Kot	
_____ ADM, ICM Project, Ministry of Social Development	
Instructions Arising From Rejection:	

SISA CHANGE REQUEST
Integrated Case Management Project

This SISA Change Request is made under the Systems Integration Services Agreement between HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Social Development (the "Province") and Deloitte Inc. ("SI") made the 4th day of February, 2010, as amended from time to time (the "Agreement"), and is governed by the terms and conditions of the Agreement.

Capitalized terms not defined in this SISA Change Request will have the meanings given to them in the SISA to which the proposed SISA Change relates or otherwise the Agreement.

SISA Change Request No.: 2012022	Request Date: May 29, 2012
---	--------------------------------------

Requestor: Wayne Powell	Decision Required By: Jill Kot
-----------------------------------	--

SISA Change Description Summary:

The ICM Project has identified several Service Locations in accordance with the provisions of SISA within Schedule Q. As of July 6, 2012, the project will have access to a new service location at 333 Quebec Street, Victoria, BC. As of July 31, 2012, the project will lose access to a current service location at 850 Burdett Avenue, Victoria BC.

SI Personnel may only perform Services under the Agreement at Service Locations identified in Schedule Q. To ensure continuity of service delivery and other project activities, changes in Service Locations must be reflected here.

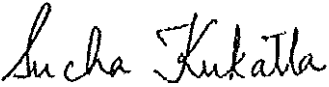
If approved this change request will amend Schedule Q SISA to reflect these changes in Service Locations, effective on the associated dates.

SISA Change Impact(s) Summary:

Impact on Project Scope:	No Impact
Impact on Project Effort:	No Impact
Impact on Project Cost:	No Impact
Impact on Project Schedule:	No Impact
Impact on Project Quality:	No Impact
Impact on SISA:	Schedule Q to SISA will be amended to include 333 Quebec Street as of July 1, 2012 and to remove 850 Burdett Avenue as of August 1, 2012.

In accordance with Article 4 of the Agreement, this SISA Change Request (including any attachments) will become effective as a SISA Change and will act as an amendment to the SISA identified above upon approval and written execution by duly authorized representatives of SI and the Province. It may be executed in several counterparts, each of which will be deemed to be an original. Such counterparts together will constitute one and the same instrument, notwithstanding that all of the parties are not signatories to the original or the same counterpart.

SI Approval:

The requested SISA Change as described above is made as of the request date set out above by the duly authorized representative of SI set out below:	
 _____ (Signature) Sucha Kukatla _____ Principal, Deloitte _____	<u>June 11, 2012</u> _____ Date

Province Approval:

The requested SISA Change as described above is:	
<input type="checkbox"/> Accepted	
<input type="checkbox"/> Rejected	
on behalf of the Province by the duly authorized representative of the Minister of Social Development set out below:	
_____ (Signature) _____ Jill Kot _____ ADM, ICM Project, Ministry of Social Development	_____ Date
Instructions Arising From Rejection:	

SISA CHANGE REQUEST

Integrated Case Management Project

This SISA Change Request is made under the Systems Integration Services Agreement between HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Housing and Social Development (the "Province") and Deloitte Inc. ("SI") made the 4th day of February, 2010, as amended from time to time (the "Agreement"), and is governed by the terms and conditions of the Agreement.

Capitalized terms not defined in this SISA Change Request will have the meanings given to them in the SISA to which the proposed SISA Change relates or otherwise the Agreement.

[Note to Draft: In accordance with Article 4 of the Agreement, SISA Change Requests may be authored and submitted by the Province or by SI using this form. The SISA Change Request process entails:

- *Submission to Project Management Office of this electronic form, under cover of an email from an authorized requestor (i.e., a representative of the Province or SI duly authorized to request a SISA Change);*
- *Where the SISA Change Request is made by SI, execution of the SISA Change Request by a duly authorized representative of SI;*
- *Logging of the SISA Change Request by the Project Management Office in the ICM Project Change Request log;*
- *Where the SISA Change Request is made by the Province, preparation and delivery to the Province of a signed SISA Change Proposal by SI using this form;*
- *Organization and conduct of a SISA Change Request review Working Group, including representatives of the Vendor Management Office where appropriate, to assess the SISA Change Request and develop analysis and recommendations for approvers;*
- *Electronic notification of the approval decision by the Province, and the logging of this decision by the Project Management Office; and*
- *Where the SISA Change Proposal is approved by the Province, execution of the SISA Change Proposal (i.e. the final version of a completed copy of this form) by a duly authorized representative of the Province.*

Throughout this form, instruction text is provided in red to assist in completion. Please remove this text in completing the form. Also, the terms and conditions of Article 4 of the Agreement should be reviewed when completing this form.

SISA Change Request No.: 2011003	Request Date: March 15, 2011
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Requestor: Sucha Kukatla	Decision Required By: Jill Kot
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SISA Change Description Summary:

<p>Deloitte is seeking approval to add the following companies to the list of approved sub-contractors in Schedule K of SISA:</p> <p>Ponder Professional Services 282 Moore Rd. Griffin, GA USA</p>

SISA Change Impact(s) Summary:

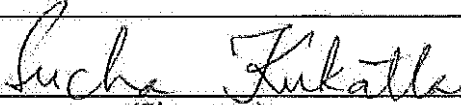
Impact on Project Scope:	No impact to Project Scope
Impact on Project Effort:	No impact to Project Effort
Impact on Project Cost:	No impact to Project Cost
Impact on Project Schedule:	No impact to Project Schedule

Impact on Project Quality:	No impact to Project Quality
Impact on SISA:	Additional sub-contractors will be added to Schedule K, no other impacts to SISA.

In accordance with Article 4 of the Agreement, this SISA Change Request (including any attachments) will become effective as a SISA Change and will act as an amendment to the SISA identified above upon approval and written execution by duly authorized representatives of SI and the Province. It may be executed in several counterparts, each of which will be deemed to be an original. Such counterparts together will constitute one and the same instrument, notwithstanding that all of the parties are not signatories to the original or the same counterpart.

SI Approval:

The requested SISA Change as described above is made as of the request date set out above by the duly authorized representative of SI set out below:

 _____ (Signature) Sucha Kukatla _____ Principal, Deloitte _____	_____ March 15, 2011 _____ Date
---	--

Province Approval:

The requested SISA Change as described above is:

Accepted

Rejected

on behalf of the Province by the duly authorized representative of the Minister of Housing and Social Development set out below:

_____ (Signature)	_____ Date
_____ Enter approver name above	
_____ Enter Province approver title above	

Instructions Arising From Rejection:

SI Approval:

The requested SISA Change as described above is made as of the request date set out above by the duly authorized representative of SI set out below:

<hr/>	March 15, 2011
(Signature) Sucha Kukatla	Date
<hr/>	
Principal, Deloitte	
<hr/>	

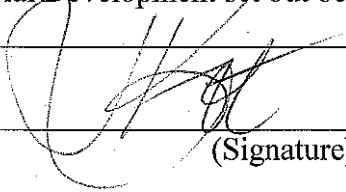
Province Approval:

The requested SISA Change as described above is:

Accepted

Rejected

on behalf of the Province by the duly authorized representative of the Minister of Housing and Social Development set out below:

 <hr/>	March 15, 2011
(Signature)	Date
<hr/>	
Enter approver name above	
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Enter Province approver title above	

Instructions Arising From Rejection:

SISA CHANGE REQUEST
Integrated Case Management Project

This SISA Change Request is made under the Systems Integration Services Agreement between HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Social Development (the “Province”) and Deloitte Inc. (“SI”) made the 4th day of February, 2010, as amended from time to time (the “Agreement”), and is governed by the terms and conditions of the Agreement.

Capitalized terms not defined in this SISA Change Request will have the meanings given to them in the SISA to which the proposed SISA Change relates or otherwise the Agreement.

SISA Change Request No.: 2011026	Request Date: July 26, 2011
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Requestor: Wayne Powell	Decision Required By: Jill Kot
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SISA Change Description Summary:

SI Service Location Update:

The ICM project location has been changed to include 850 Burdette, Victoria, BC. This additional location needs to be identified as a formal Service Location within Schedule Q of SISA.

Accelerating Analytical Reporting Capacity:

During the analysis and design of ICM Project Phase 2, a number of gaps were identified with respect to analytical and operational reports that were not part of the Phase 2 scope. This Level of Effort (LoE) and associated budget was planned for in Phase 5 of the ICM program per the TB submission and was described in Schedule P to SISA, the ICM Roadmap and Scope Summary as part of the Phase 5 effort.

To address the identified gaps, the Province has requested that the majority of the Business Intelligence Analytics functionality be accelerated and moved from Phase 5 to Phase 2. Specifically, the ICM Project requested, and was granted Treasury Board approval for, the reallocation of \$2.5M of the original approximately \$3.5M allocated to Phase 5 into Phase 2. The funding will be utilized to enhance Analytics capabilities during Phase 3-5.

If approved, this change request will amend Schedule P to SISA to reflect this acceleration of the Business Intelligence Analytics functionality.

Accelerating Data Merge Functionality:

The need for Contact Merge capability in Phase 2 has been identified by the fact that there is a comprehensive automated merge that currently occurs in MIS. With Delivery of the Phase 2 ICM System, MIS will no longer master contact information; this automated

merge needs to be removed (from MIS) and implemented in ICM (master for contacts) to eliminate data integrity issues.

Data Quality implementation is currently planned for completion in Project Phase 4. To ensure that the ICM System data and MIS data for contacts and other related entities remain in sync after the implementation of Project Phase 2 functionality, it is necessary to accelerate processes and functionality related to this portion of the Data Quality Module (First Name, Last Name, SIN, Date of Birth, Gender) to Phase 2. This work is further described in a Change Request against the Project Phase 2 AD SOW (CR # 2011017).

If approved, this Change Request will amend SISA, Schedule Q, The ICM Roadmap and Scope Summary to reflect the acceleration of selected components of the Data Quality Module scheduled for Phase 4.

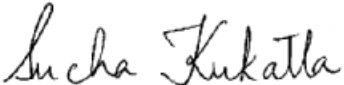
SISA Change Impact(s) Summary:

Impact on Project Scope:	No additional scope is contemplated as part of the accelerations of analytical reporting and contact merge work.
Impact on Project Effort:	None.
Impact on Project Cost:	None.
Impact on Project Schedule:	<p>The majority of the Business Intelligence Analytics functionality will be moved into the Phase 2 timeline. A subsequent Change Request or Change Requests against the Project Phase 2 BI SOW will describe the mechanism(s) to accomplish this in further detail.</p> <p>The contact merge components of the Data Quality Module will be moved into the Phase 2 timeline. A Change Request against the Project Phase 2 AD SOW (CR# 2011017) describes initial analysis and design work while the remainder of the associated effort is described in the Project Phase 2 BI SOW, effective July 29, 2011.</p>
Impact on Project Quality:	None
Impact on SISA:	<p>Schedule P to SISA will be amended to reflect the acceleration of the majority of the Business Intelligence Analytics functionality into Phase 2 from Phase 5 and the acceleration of the contact merge portion of the Data Quality Module from Phase 4.</p> <p>Schedule Q, SISA will be amended to include 850 Burdett</p>

In accordance with Article 4 of the Agreement, this SISA Change Request (including any attachments) will become effective as a SISA Change and will act as an amendment to the SISA identified above upon approval and written execution by duly authorized representatives of SI and the Province. It may be executed in several counterparts, each of which will be deemed to be an original. Such counterparts together will constitute one and the same instrument, notwithstanding that all of the parties are not signatories to the original or the same counterpart.

SI Approval:

The requested SISA Change as described above is made as of the request date set out above by the duly authorized representative of SI set out below:

 _____ (Signature) Sucha Kukatla _____ Principal, Deloitte _____	<u>August 4, 2011</u> _____ Date
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Province Approval:

The requested SISA Change as described above is:

Accepted

Rejected

on behalf of the Province by the duly authorized representative of the Minister of Social Development set out below:

_____ (Signature) _____ Jill Kot _____ ADM, ICM Project, Ministry of Social Development	_____ Date
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Instructions Arising From Rejection:

SISA CHANGE REQUEST
Integrated Case Management Project

This SISA Change Request is made under the Systems Integration Services Agreement between HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Housing and Social Development (the "Province") and Deloitte Inc. ("SI") made the 4th day of February, 2010, as amended from time to time (the "Agreement"), and is governed by the terms and conditions of the Agreement.

Capitalized terms not defined in this SISA Change Request will have the meanings given to them in the SISA to which the proposed SISA Change relates or otherwise the Agreement.

SISA Change Request No.: 2012002	Request Date: December 7, 2011
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Requestor: Kevin Armstrong	Decision Required By: Jill Kot
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SISA Change Description Summary:

SISA contemplates the project roadmap being revised at the inception / signing of each new Analysis & Design phase. This change request is to formally document those changes resulting from AD Phase 2 and incorporate them as part of SISA:

The updates for AD Phase 2 were made to accommodate shifting priorities that resulted in the need to move functionality from future phases in addition to the removal of functionality due to the technical feasibility of certain scope items that were discovered during AD following a deeper technical analysis. These items were deferred to future phases due to the insufficient time available to address them in Phase 2.

SISA Change Impact(s) Summary:

SISA, Schedule P will be updated with the revised roadmap	
 ICM Roadmap v17.2_Chg Request 1	
Impact on Project Scope:	No impact to Overall Project Scope beyond that documented in the revised Roadmap.
Impact on Project Effort:	No impact to Overall Project Effort beyond that documented

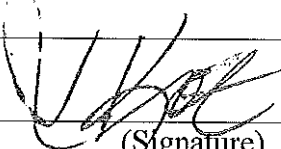
	in the revised Roadmap.
Impact on Project Cost:	No impact to Overall Project Cost beyond that documented in the revised Roadmap.
Impact on Project Schedule:	No impact to Project Schedule beyond that documented in the revised Roadmap.
Impact on Project Quality:	No impact to Project Quality
Impact on SISA:	SISA, Schedule P will be updated with the revised roadmap..

In accordance with Article 4 of the Agreement, this SISA Change Request (including any attachments) will become effective as a SISA Change and will act as an amendment to the SISA identified above upon approval and written execution by duly authorized representatives of SI and the Province. It may be executed in several counterparts, each of which will be deemed to be an original. Such counterparts together will constitute one and the same instrument, notwithstanding that all of the parties are not signatories to the original or the same counterpart.

SI Approval:

The requested SISA Change as described above is made as of the request date set out above by the duly authorized representative of SI set out below:	
	December 12, 2011
_____ (Signature) Sucha Kukatla	_____ Date
_____ Principal, Deloitte	

Province Approval:

The requested SISA Change as described above is:	
<input type="checkbox"/> Accepted	
<input type="checkbox"/> Rejected	
on behalf of the Province by the duly authorized representative of the Minister of Housing and Social Development set out below:	
_____  (Signature) Jill Kot	_____ January 12, 2012 Date
_____ ICM Executive Lead	
Instructions Arising From Rejection:	

ICM Roadmap and Scope Summary

Phase 1 - Client Mgmt & Foundation Phase Duration: 9 months USERS - (approximate numbers) Program areas listed in a subsequent section of this document	Phase 2 - Transaction Case Mgmt Phase Duration: 15 months Service Providers access through Partner Portal, starting in Phase 2. Integration with Siebel to	Phase 3 - Collaborative Case Mgmt Phase Duration: 8 months	Phase 4 - Payr Phase Duratio
MSD - 1500 Includes: EAWs, IOs CFD - 300 Includes: Cross-section at MCFD's discretion	MSD - 1500 existing + 300 new (total 1800) Includes: EAWs, IOs, Prov. Services and ELMSD Workers CFD - 300 existing + 3300 new (total 3600) Includes: CAPP Workers, CCWs, Special Needs Workers Delegated Aboriginal Agencies - 500 ELMSD Service Providers - 2300	MSD - 1800 training refresh - new functionality Includes: EAWs, IOs, Prov. Services and ELMSD Workers, Bus Pass and Senior Supp Workers CFD - 3600 training- new modules Includes: All CFD Front-Line Workers for in scope programs CFD Service Providers - TBD	MSD - 1800 ex Includes: All M Management l CFD - 3600 exi Includes: All CF and Contract N
BUSINESS DRIVERS - % Achieved (relative to overall requirements and business case)			
Improve Outcomes for Children and Families 10%	Improve Outcomes for Children and Families 50%	Improve Outcomes for Children and Families 60%	Improve Outco
Supports for front line staff 15%	Supports for front line staff 55%	Supports for front line staff 60%	Supports for fr
Improve Information Sharing 10%	Improve Information Sharing 40%	Improve Information Sharing 50%	Improve Inform
Replacing Obsolete Technology 05%	Replacing Obsolete Technology 35%	Replacing Obsolete Technology 45%	Replacing Obsc
COST			
• Cost to Date: \$38M, plus • Phase 1 Cost: \$19.5M	• Cost to Date: \$57.5M, plus • Phase 2 Cost: \$42.3M	• Cost to Date: \$99.8M, plus • Phase 3 Cost: \$14.8M	• Cost to Da • Phase 4 C
FUNCTIONALITY / MODULES			
Functionality/Modules: • Service Request Mgmt - ■■■ • Households - □ • Contacts - ■■■■ • Activities - ■■■ • Forms Mgmt - ■■■ • Correspondence - ■■■ • Document Mgmt - ■■■	Functionality/Modules: • Service Request Mgmt - ■ • Households - □ • Contacts - ■ • Activities - ■ • Forms Mgmt - ■ • Correspondence - ■■■ • Document Mgmt - □ • Complaint, Allegations, Incidents - ■■■■ • Alerts - ■■■■ • Case Mgmt - ■■■ • Referrals - ■	Functionality/Modules: • Service Request Mgmt - □ • Households - □ • Contacts - ■ • Activities - ■ • Forms Mgmt - ■ • Correspondence - ■ • Document Mgmt - □ • Complaint, Allegations, Incidents - □ • Case Mgmt - ■ • Referrals - ■ • Risk Mgmt - ■■	Functionality/ • Service Re • Household • Contacts - • Activities • Forms Mig • Correspor • Documen • Complain • Case Migr • Referrals • Risk Mgm • Waitlist M
Foundation: • Workflow Automation - ■■■ • Task UI - ■ • Auditing - ■ • Visibility and Privacy - ■■■ • Employees - ■■■■ • Suppliers - □ • Forms Engine - ■■■■ • Rules Integration - ■■■■	Foundation: • Integrated Case Plans - ■ • Workflow Automation - ■■■ • Task UI - □ • Auditing - ■ • Visibility and Privacy - ■ • Suppliers - ■■■■	Foundation: • Integrated Case Plans - □ • Workflow Automation - ■ • Task UI - ■ • Auditing - ■ • Visibility and Privacy - □	Foundation : • Workflow • Task UI - • Auditing - • Visibility a

ICM Roadmap and Scope Summary

INTEGRATION - Requires further validation

- ① Siebel ⇔ MIS Virtual (MSD/CFD)
- ① Siebel ⇔ MIS Contact/Case Header (MIS Central Registry)
- ① Siebel ⇔ MIS Contact Look up (MIS Central Registry)
- ① Siebel ⇔ MIS Comment History
- ① Siebel ⇔ CTS (MSD/CFD)
- Siebel Integration Engine
- Error Handling Engine

Legend:

- ① Temporary integration
- Ⓜ AI integration
- Permanent integration

DATA CONVERSION - Requires further validation

- MIS - Clients
- MIS - Case Header (CFD/MSD)
- Employees

- ① Siebel ⇔ MIS Payment
- ① Siebel ⇔ MIS Case
- ① Siebel ⇔ MIS Client
- ① Siebel ⇔ I&CS Case
- ① Siebel ⇔ SSAA and Apprentices
- Siebel ⇔ Story Library
- Siebel ⇔ CFMS
- Siebel ⇔ CAS CGI
- Siebel ⇔ CAS DW
- Siebel ⇔ Service Canada
- Siebel ⇔ BCEID
- Siebel ⇔ Aboriginal Interface
- Siebel ⇔ BC Mail Plus

- ① Siebel ⇔ RAP, RAP Templates (Contracts)
- ① Siebel ⇔ CFD Person Registry
- ① Siebel ⇔ CFD Service Registry
- ① Siebel ⇔ DIAND
- ① Siebel ⇔ CLBC, CLBC Templates (Contracts)
- Siebel ⇔ Justin
- Siebel ⇔ Cornet
- ① Siebel ⇔ Child Tax Benefit

- Ⓜ Siebel ⇔ Vital Stats
- Ⓜ Siebel ⇔ Min. Health
- Ⓜ Siebel ⇔ Pac. Blue C
- Ⓜ Siebel ⇔ RMS (Close)
- Ⓜ Siebel ⇔ MAG/FMIE
- Ⓜ Siebel ⇔ ICBC
- Ⓜ Siebel ⇔ CPIM (MoH Patient IM)
- Ⓜ Siebel ⇔ CRA
- Siebel ⇔ Other Prov
- Siebel ⇔ Min Prov. R
- Siebel ⇔ CRA (NCBS Benefit)
- Siebel ⇔ HRSDC
- Siebel ⇔ Equifax

- MIS - Active MSD Cases (all case types), Suppliers, Service Plans
- LMDA - Fed (All active cases from CSGC)
- CCS - Active authorizations, Vendors from CAS
- AMBAT - Active authorizations Programs / Services Employees
- I&CS - Cases, Incidents, Aboriginal Bands

- Senior Supplement - Clients and Active Cases
- Bus Pass - Clients and Active Cases
- MIS - Active CFD Cases

- RAP - Providers, Contra Limited Payment Histor
- ELMSD (TBD - Contract
- CWT - Contracts
- CARIS - Client, Active C
- PARIS - Client, Active C
- Child Tax Benefit - Ope

LEGACY SUNSET CANDIDATES - Requires further validation

- Client Transaction System (CTS)

- Common System for Grants & Contributions (CSGC)
- Contact IV
- Care Analysis & Tracking (CAT)
- Partial MIS
- Child Care Subsidy (CCS)
- Child Care Subsidy Evaluator (CCSE)
- Remedy
- AMBAT (Autism/Med Benefits)
- Complaint Tracking System (CTS)
- After Hours (AH)
- After Hours Community Information System (CIS)
- After Hours Operational Reporting (AHOR)
- Self-Service App - Agent Dashboard

- Bus Pass
- Senior Supplement
- Partial MIS
- Family Group Conferencing (FGC)
- Community Information System (CIS) - Helpline
- MCFD Word Template (WD) System

- CARIS
- CARIS Reader
- Online Healthcare Re (OHWR)
- BCFPI
- PARIS, MIS CLBC
- CLBC Templates
- RAP
- RAP Templates
- CWT
- Partial MIS
- Adoption Mgmt Syste
- Post Adoption Openn
- Birth Father Registry (
- Adoption Reunion Reg
- Post Adoption Assista
- PLMS
- Employment Program
- CAP, EPPD, BEP
- FARS
- FRD

ICM Roadmap and Scope Summary

MSD PROGRAMS AFFECTED

<p>CFS replacement implementation and not directed at any one Program area.</p>	<p>All assistance programs receiving Case Management functionality. ELMSD provided functionality to replace Case Management components of CSGC.</p> <ol style="list-style-type: none"> 1. Temporary Assistance (TA) 2. Supplementary Assistance (SA) – General 3. Supplementary Assistance (SA) – Health 4. Disability Assistance (DA) 5. Prevention and Loss Management Services 6. Employment and Labour Market Services Division 7. Provincial Services 	<p>All programs enhanced functionality</p> <ol style="list-style-type: none"> 1. Temporary Assistance (TA) 2. Supplementary Assistance (SA) – General 3. Supplementary Assistance (SA) – Health 4. Disability Assistance (DA) 5. Prevention and Loss Management Services 6. Employment and Labour Market Services Division 7. Provincial Services <p>All programs enhanced fun</p> <ol style="list-style-type: none"> 1. Family Maintenanar 2. PLMS – implemper
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CFD PROGRAMS AFFECTED

<p>All programs touched lightly for CAPP Gateway and CFS</p> <ol style="list-style-type: none"> 1. Family Development 2. Youth Services 3. Permanency Planning (excluding Adoption) 4. Supported Child Development 5. Youth Justice 6. Youth Custody Centres 7. Children & Youth Mental Health – Community 8. Children & Youth Mental Health – Facilities 9. Youth Forensic Psychiatric Services 10. Support Children with Special Needs 11. Provincial Services for the Deaf and Hearing Impaired 12. Early Childhood Development 	<p>Integrated Case Planning, Complaints, Incidents & Allegations (CIA)</p> <ol style="list-style-type: none"> 1. Family Development 2. Youth Services 3. Permanency Planning 4. Youth Justice 5. Youth Custody Centres 6. Children and Youth Mental Health – Community 7. Children and Youth Mental Health – Facilities 8. Youth Forensic Psychiatric Services 9. Provincial Services for the Deaf and Hearing Impaired 10. Early Childhood Development <p>CIA, Intake, Assessments, Service Delivery</p> <ol style="list-style-type: none"> 1. Support Children with Special Needs – Autism and Medical Benefits 2. Child Care Subsidy 3. Intake & Child Services 	<p>Intake, Assessments, Service Delivery</p> <ol style="list-style-type: none"> 1. Family Development 2. Youth Services 3. Permanency Planning (excluding Adoption) <p>Intake</p> <ol style="list-style-type: none"> 1. Children and Youth Mental Health – Community 2. Children and Youth Mental Health – Facilities 3. Youth Forensic Psychiatric Services 4. Provincial Services for the Deaf and Hearing Impaired 5. Early Childhood Development 6. Supports for Children with Special Needs – CLBC Kids, Nursing Support 7. Permanency Planning - Adoptions <p>Assessments, Service Deliv</p> <ol style="list-style-type: none"> 1. Children and Youth M 2. Children and Youth M 3. Youth Forensic Psychia 4. Provincial Services for 5. Early Childhood Devel 6. Supports for Children 7. Permanency Planning 8. Child Care Program (o
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PHASE IMPACT ON THE MINISTRIES

Phase 1 – MSD

Phase 1 for MSD will focus on the replacement of the CTS system with Siebel document management and message tracking. The front line worker will have the ability to access historical document data in CTS from within Siebel through a seamless interface. The existing CTS functionality (auto routing of faxed documents to appropriate office queues based on the current assignment function, attachment of documents to the appropriate case for the client, routing of messages and notes, access to basic operational reporting) will be reproduced in Siebel so the process will be recognizable to the front line worker. The new solution will provide an opportunity for users familiarize themselves with the Siebel screens look and feel.

The current CTS messaging functionality will be provided to the front line worker via the Service Request and Activities functionality in Siebel.

Forms Accelerator functionality will be introduced in Phase 1, providing front line workers with online access to selected forms that were previously paper based (e.g. MSD407); portions of the form (i.e. client name, case number, etc) may be pre-populated by the system. In addition, the forms approval process can be routed and completed on-line. This will reduce the workload for the front line worker and help to reduce the amount of fraud/errors that happen with the paper based format.

Phase 2 – MSD

Phase 2 for MSD will focus on Transactional Case Management functionality. Siebel ICM will be the primary system to complete all client activities related to Temporary Assistance, Supplementary Assistance, Disability Assistance, and Health Reconsiderations. The frontline workers will have the ability to create and maintain clients and households; initiate, update and complete all business processes related to screening, intake, assessment, benefits determination, referrals, and appeals. Benefits calculation and month-end procedures will remain in MIS for payee processing and financial accounting management. The worker will also have the ability to view MIS- Archive information virtually within Siebel

Introduction of OPA Rules determination will provide consistent application of the ministries' legislation, policy and procedures for benefits determination.

The introduction of the Catalogue of Programs and Services (COPS) will support the intake, basic referrals and delivery of services by providing a list of services offered by the ministry and the contracted service providers. Workers and service providers will manually select services for the client and will initiate the appropriate referral. Service Provider management will be established with COPS and will be subject to standard CAS Vendor business processes. Referrals to service providers will be actioned via the Partner Portal.

ELMSD workers and Service Providers (both primes and sub contractors) will have the ability to create and maintain clients; initiate, update and complete business process related to intake, assessments, referrals and delivery of services. ELMSD workers will access Siebel directly and the ELMSD Service Providers will access Siebel for all activities related to clients with limited data visibility. ELMSD payment to clients will be initiated in Siebel, with payment transactional information passed to an in-house financial solution. ELMSD Service Provider payment fulfillment will be provided in the Contract Management System.

PLMS and Complaints, Allegations and Incidents (CIA) workers will have the ability to capture all details related to a CIA and associate them to an existing MIS case number if applicable, as well as track activities, documents and resolutions.

This Phase will build on the Forms and Document Management functionality rolled out in Phase 1 by enhancing the automation and notification (alert) features to improve the front line worker experience. It will also extract data from the forms and add them to the database to allow for reporting and downstream workflow to be launched based on responses to questions.

Advanced analytics dashboards and ad-hoc reporting will be introduced in this phase. MSD will continue to use CDW as the corporate data warehouse for many reports however the ICM Data Warehouse will also be available for ICM-specific data analysis.

Phase 1 – MCFD

Phase 1 for MCFD will focus on the Gateway and CFS clients (contacts) in Siebel and seamlessly view basic associate forms and documents as part of CAPP. The CFS Scan process and track the routing/status of the

The activities functionality will assist the worker with forms may also be completed and attached to the ca

Phase 2 – MCFD

Phase 2 will introduce the Integrated Case Plan to all children and families in the ICP and perform collaborate to define goals and action plans for families Assessment and Universal Needs Assessment will at

Child protection workers will track new intakes in ICP protection will be available for filling out in ICM which capabilities will also exist to allow workers to phase

The MCFD deployment will also focus on Transactional related to Child Care Subsidy, Autism and Medical B complete all business processes related to screening these program areas will be initiated in ICM, with payment MIS-Archive information within Siebel.

Introduction of OPA determination will provide consistent

The introduction of the Catalogue of Programs and Services offered by the ministry and the contracted service providers will be initiated in ICM, with payment Referrals to service providers will be actioned via the

Complaints, Allegations and Incidents (CIA) workers number if applicable, as well as track activities, documents

This Phase will build on the Forms and Document Management features to improve the front line worker experience downstream workflow to be launched based on responses to

Advanced analytics dashboards and ad-hoc reporting platforms and adopt the ICM Data Warehouse as the details, etc.

	<p>Phase 3 will also provide more features that refine a Activities, Service Provider Management, Workflow</p> <p>Phase 3 will introduce Risk Management functional</p>
<p>Phase 4 – MSD</p> <p>Phase 4 will focus on providing the FASB workers with payment generation and financial management within a Financial ERP solution and Siebel. In addition, the core calculation performed by MIS for income assistance will be replaced including the external connections that are required to make that work such as feeds from the federal government such as CRA and HRSD. Family Maintenance functionality will also be added in this phase to allow these workers to complete all case work in ICM.</p> <p>The ELM/MSD Contract Managers will have the Siebel-enabled ability to use standardized contract lifecycle management activities across the Ministry i.e. Sourcing, Contract Creation, Monitoring, Reviewing Performance and Termination. The Contract financial accounting of commitments, payments and receivables activity may be initiated in the Siebel Contract Management solution but will be passed to CAS for processing.</p> <p>Waitlist Management functionality will be deployed in this phase and will benefit from the contracted service provider access to the solution via the Partner Portal for status updates.</p>	<p>Phase 4 – ICMCFD</p> <p>In Phase 4 Permanency Planning (Adoptions), Comm Needs(Nursing Services and CLBC Children), Provinc have the ability to update and complete business pr worker will also have the ability to view MIS -Archive Providers will access Siebel via the Partner Portal fo</p> <p>Phase 4 will provide the Financial workers with payr</p> <p>The Contract Managers will have the Siebel-enabled Contract Creation, Monitoring, Reviewing Performa activity may be initiated in the Siebel Contract Mana</p> <p>Waitlist Management functionality will be deployed Partner Portal for status updates.</p> <p>Practice Analyst's workers will have the ability to ca</p>
<p>Phase 5 – Fully integrated benefits for both MSD and ICMCFD</p> <p>Phase 5 will introduce self service for the client using portal technology. Functionality will include updating client information (i.e. contact information and circumstances) and accessing informat the client, the ministries and service providers with an enhanced means to collaborate on the overall outcomes for a client.</p> <p>Assignment Manager will also be introduced in Phase 5 and will include the automation of routing service requests, activities, notifications and approvals based on skills and resource availability.</p> <p>The Business Intelligence Analytics will be delivered to provide management reporting, decision support including research/forecasting and advanced performance reporting.</p> <p>Marketing and Campaign Management capabilities that support initiating, tracking and reviewing results will be provided.</p> <p>The final enhancements to the Document Management functionality will include the ability to conduct searches within stored documents and the ability to archive documents based on pre-defin</p>	

KEY CONSIDERATIONS

- Income Assistance payments will continue to be processed through the month end MIS jobs for Phases 1, 2 and 3.
- In Phase 4 the CAS Oracle EBS will be the financial solution which will be implemented or adjusted using a budget separate from ICM.
- The CAS Oracle EBS solution will also perform the financial components of all Contract Management requirements.
- Contract Management requirements will be built out on the CAS Oracle EBS solution.
- CAS will be responsible for integration between the ERP Financial Solution and internal/external agencies, e.g. BC Mail Plus, Provincial Treasury, MARS, CDW, CRA (T5), CUCBC, INAC, etc.
- Clients, Cases, Activities, etc. created in Phase 1 will be either routed through Queues or assigned manually to an individual (note: same queue structure should be used in subsequent phases).
- Both Contact and Service Request functions will be needed for Phase 1.
- For Phase 1, documents need to be attached to a case and if the case doesn't exist in MIS already the Worker will create the case in MIS before attaching a document in Siebel (due to the case id RAP retirement will be based on payment generation completed in Siebel and passed to CAS for payee processing and financial accounting management).
- Payment functionality
 - Child Care, Autism, Medical Benefits in Phase 2 will be routed to CAS through ICM.
 - ELMSD payments in Phase 2 will be routed to CAS through CFMS
 - The income assistance payments will continue to be routed through MIS month end job for Phases 1, 2 and 3.
- Existing CTS functionality will be replicated in Siebel, i.e.:
 - Storage of documents will be based on header information or area code and number of sending fax;
 - Entry of comments into Siebel will be migrated to the MIS History file;
 - Transfer of documents to alternate queues will be achieved by changing the office code;
 - Office queues structure and assignment will remain the same; and
 - CTS messaging will be replaced by Service Request and Activities in Siebel.
- Office calendaring functionality still to be determined.
- Many requirements classified as 'nice to have' have been deferred to Phases 4 and 5. The Province Design Team will be asked to prioritize requirements for each module and defer any requirements that are not required for the initial implementation.
- Historical view into retired application still to be determined. Examples of retired applications - CTS, MIS.
- Client identification/authorization process to complete the MSD0081 eligibility declaration form still to be determined.
- Youth Justice and Youth Correctional Centres payment processing for Phase 4 still to be determined.
- MCFD 'Program Intake' process is separate from CAPP and will be implemented to the programs over multiple phases.
- Risk Scans and Risk Management are two different functions. Risk Scan data will be captured in Siebel in Phase 2.
- Managing of ELMSD Contracts is not in scope of ICM although an integration to an ELMSD Contract Management System will be implemented in Phase 2.
- Some temporary integrations will be used in the longer term for historical views of legacy data, after the legacy system has been retired (the data will be migrated to a database), eliminating the need for the integrations.
- ICM will continue to feed the CFD registries until Phase 4 enabling all legacy systems to continue to pull data from the registries.
- ICM will be leveraging Identity Management (IAM) to manage access into Siebel. CFD legacy systems will continue to leverage Security Registry until the application is retired.
- CFD Security Web Services will be retired after all applications have been retired.

SISA CHANGE REQUEST
Integrated Case Management Project

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Capitalized terms not defined in this SISA Change Request will have the meanings given to them in the SISA to which the proposed SISA Change relates or otherwise the Agreement.

SISA Change Request No.: TBD	Request Date: December 7, 2011
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Requestor: Kevin Armstrong	Decision Required By: Jill Kot
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SISA Change Description Summary:

SISA contemplates the project roadmap being revised at the inception / signing of each new Analysis & Design phase. This change request is to formally document those changes resulting from AD Phase 2 and incorporate them as part of SISA:

The updates for AD Phase 2 were made to accommodate shifting priorities that resulted in the need to move functionality from future phases in addition to the removal of functionality due to the technical feasibility of certain scope items that were discovered during AD following a deeper technical analysis. These items were deferred to future phases due to the insufficient time available to address them in Phase 2.

SISA Change Impact(s) Summary:

SISA, Schedule P will be updated with the revised roadmap



ICM Roadmap
v17.2_Chg Request 1

Impact on Project Scope:	No impact to Overall Project Scope beyond that documented in the revised Roadmap.
Impact on Project Effort:	No impact to Overall Project Effort beyond that documented

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	in the revised Roadmap.
Impact on Project Cost:	No impact to Overall Project Cost beyond that documented in the revised Roadmap.
Impact on Project Schedule:	No impact to Project Schedule beyond that documented in the revised Roadmap.
Impact on Project Quality:	No impact to Project Quality
Impact on SISA:	SISA, Schedule P will be updated with the revised roadmap..

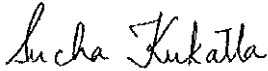
In accordance with Article 4 of the Agreement, this SISA Change Request (including any attachments) will become effective as a SISA Change and will act as an amendment to the SISA identified above upon approval and written execution by duly authorized representatives of SI and the Province. It may be executed in several counterparts, each of which will be deemed to be an original. Such counterparts together will constitute one and the same instrument, notwithstanding that all of the parties are not signatories to the original or the same counterpart.

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SI Approval:

The requested SISA Change as described above is made as of the request date set out above by the duly authorized representative of SI set out below:

	<u>December 12, 2011</u>
_____ (Signature) Sucha Kukatla	_____ Date
_____ Principal, Deloitte	

Province Approval:

The requested SISA Change as described above is:

Accepted

Rejected

on behalf of the Province by the duly authorized representative of the Minister of Housing and Social Development set out below:

_____	_____
(Signature)	Date

Enter approver name above	

Enter Province approver title above	

Instructions Arising From Rejection:

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