Memorandum of Understanding

Between

Minister of Health and Long-Term Care

And

Chair of eHealth Ontario

April 2015

CONTENTS

1. Purpose

a. The purpose of this Memorandum of Understanding (MOU) is to:

- Set out the accountability relationships between the Minister of Health and Long-Term Care and the Chair of the eHealth Ontario on behalf of the Agency;

- Clarify the roles and responsibilities of the Minister, the Chair, the Deputy Minister, the CEO and the Board; and

- Set out the expectations for the operational, administrative, financial, staffing, auditing and reporting arrangements between the Agency and the Ministry.

b. This MOU should be read together with the Regulation and the Accountability Agreement. This MOU does not affect, modify or limit the powers of the Agency as set out in the Regulation, or interfere with the responsibilities of any of its parties, or any other party mentioned in this MOU, as established by law.

c. In case of a conflict between this MOU and any act, regulation or other applicable law, then the act, regulation or other applicable law shall prevail. In case of a conflict between this MOU and the Accountability Agreement, the MOU prevails. In the event of any conflict between the provisions of this MOU and the Directives, the provisions of the Directives shall prevail, except to the extent that the Agency has been exempted from the application of a Directive by the Minister, TB/MBC or such other person as the case may be, having the authority to make a particular directive binding.

d. For greater certainty, this MOU shall not limit in any way the ability, authority and obligation of the Board to govern the affairs of the Agency in light of the best interests of the Agency and in accordance with the other legal duties and responsibilities of the Board including, without limitation, any duties of care or fiduciary duties. In the event of any conflict between the provisions of this MOU and the legal duties and responsibilities of the Board, the legal duties and responsibilities of the Board shall prevail.

2. Definitions

In this MOU:

a. "AAD" means the Treasury Board / Management Board of Cabinet Agencies and Appointments Directive, as may be amended or replaced from time to time.

b. "Accountability Agreement" means the accountability agreement effective April 1, 2015 between the Ministry and the Agency that contains terms and conditions which are in addition to the terms and conditions contained in this MOU in respect of funding that the Minister provides to the Agency. For clarity, this includes any new accountability agreement(s), as the case may be, executed between the Ministry and the Agency for subsequent years which pertain to the same or similar subject matter.

c. "Agency" means eHealth Ontario, as created pursuant to the Regulation.

d. "Agency Data" means all data (including all information whether or not contained in or on any database or electronic information storage system or media) of any kind and in any form provided by Her Majesty the Queen in right of Ontario to the Agency or otherwise collected by, owned by or in the custody or control of the Agency, including electronic medical records (to the extent permitted by applicable law), clinical data and the anonymised data of the Agency; and all such data that are created, developed, generated, prepared or produced as a result of any compilation (whether combined or compiled with other data or not) or developments or modifications to the data described above.

e. "Agency I & IT Assets" means all of the information and information technology assets of the Agency, and include but are not limited to any such tangible and intangible assets, properties and rights that are owned or controlled by the Agency at any time, but excluding the Agency I & IT Contracts. For greater certainty, the Agency I & IT Assets include but are not limited to:

   (a) All right, title and interest of the Agency in patents, patent applications and the right to file for patent applications, trademarks, logos, official marks, service marks, trade names and service names (in each case whether or not registered) and applications for the right to file applications for registration thereof

   (b) All right, title and interest of the Agency in any websites maintained in connection with the Agency's mandate, including all URL addresses and related rights;

   (c) The tangible information and information technology assets and tangible embodiments of intangible information and information technology assets of the Agency, including all additions or accessories to them;

(d) Licences and permissions in information and information technology material belonging to third parties; and

(e) The electronic or other media upon which any of the above is stored.

f. "Agency I & IT Contracts" means collectively, the information and information technology contracts, agreements, leases and licences, written or oral, relating to the Agency's mandate.

g. "Appointee" means a director or other member appointed to the Agency by the Minister or by the Lieutenant Governor in Council, but does not mean an individual employed/appointed by the Agency as staff.

h. "Board" means the board of directors of the Agency.

i. "CEO" means the Chief Executive Officer of the Agency.

j. "Chair" means the chair of the Board.

k. "Deputy Minister" means the Deputy Minister of Health and Long-Term Care.

l. "Directives" means all applicable TB/MBC and Ministry of Finance Directives, and any other government policies and guidelines that apply to the Agency.

m. "eHealth Services" has the meaning given to it in the Regulation.

n. "FIPPA" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 and its regulations, as amended from time to time.

o. "Intellectual Property Rights" means any intellectual or industrial property rights protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including any intellectual property rights protected by legislation (such as legislation governing copyrights, industrial designs, integrated circuit topographies, patents or trademarks) or by common law (such as confidential information and trade secrets); and at any time in the future, with respect to any licence to exercise Intellectual Property Rights, includes any intellectual or industrial property rights protected or protectable at such time under the laws of Canada, any foreign country, or any political subdivision of any country.

p. "MBC" means Management Board of Cabinet.

q. "Minister" means Minister of Health and Long-Term Care.

r. "Ministry" means Ministry of Health and Long-Term Care.

s. "Personal Health Information" means personal health information as defined in PHIPA.

t. "Personal Information" means personal information as defined in FIPPA.

u. "PHIPA" means the *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 3, Sched. A. and its regulations, as amended from time to time.

v. "PSOA" means the *Public Service of Ontario Act*, 2006, S.O. 2006, c. 35, Sched. A., as amended from time to time.

w. "Regulation" means Ontario Regulation 43/02, as amended from time to time, made pursuant to section 5 of the *Development Corporations Act*, R.S.O. 1990, c. D.10.

x. "Software" includes computer programming code and software programs (including both object and source code) executable or not executable, including any reusable code, libraries, routines, sub-routines, and utilities, and related documentation.

y. "TB" means Treasury Board.

3. Agency's Legal Authority and Mandate

a. The legal authority of the Agency is set out in the Regulation.

b. The objects of the Agency, as set out in section 3 of the Regulation, are:

   i. to provide eHealth Services and related support for the effective and efficient planning, management and delivery of health care in Ontario;

   ii. to develop eHealth Services strategy and operational policy; and

   iii. to protect the privacy of individuals whose Personal Information or Personal Health Information is collected, transmitted, stored or exchanged by and through the Agency, in accordance with FIPPA, PHIPA, and any other applicable law.

c. The Agency is a corporation without share capital. The *Corporations Act*, R.S.O. 1990, c. C38; the *Not-for-Profit Corporations Act, 2010*, S.O. 2010, c.15 (if it is proclaimed into force); and the *Corporations*

Information Act, R.S.O. 1990, c. C39, do not apply to the Agency.

d. The Agency has the capacity, rights, powers and privileges of a natural person for carrying out its objects, except as may be limited by the Regulation.

e. Section 132, subsection 134 (1), and section 136 of the *Business Corporations Act*, R.S.O. 1990, c. B16 apply, with necessary modifications, to the Agency and to the members of the Board. The Board shall ensure adoption of appropriate organizational structures, systems, policies, processes and procedures to enable the responsible and effective management of corporate operations.

4. Crown Agent Status

a. The Agency is a Crown Agency within the meaning of the *Crown Agency Act*, R.S.O. 1990, c. C.48.

5. Agency Classification

a. The agency is classified as an Operational Service (Board-Governed) agency under the AAD.

6. Guiding Principles

The parties agree to the following principles:

a. The Minister acknowledges that the Agency is a statutory entity that exercises powers and performs duties in accordance with its mandate.

b. The Minister acknowledges that the Agency plays a meaningful role in the development of the policies and programs of the government, as well as in the implementation of those policies and delivery of programs.

c. The Chair acknowledges that accountability is a fundamental principle to be observed in the management, administration and operations of the Agency.

d. The Board acknowledges that they are accountable to the Minister, through the Chair, for governance and oversight of the Agency.

e. As an agency of the government, the Agency conducts itself according to the management principles of the Government of Ontario. These principles include ethical behaviour; prudent; efficient, and lawful use of public resources; fairness; high quality service to the public; and openness and transparency to the extent allowed under law.

f. The Agency and the Ministry agree to avoid duplication of services wherever possible.

g. The Minister may set out public interest expectations with respect to the Agency by issuing written policy directions to the Agency.

h. The Agency operates separately from the Ministry, and the affairs of the Agency are under the management and control of the Board. The agency shall be responsible for its day to day operations.

i. The Minister is responsible for setting the vision for the healthcare system and for the strategic policy formulation within the healthcare system.

j. The Board shall be responsible for arranging for the formulation of the operational policy of the Agency. The Board shall ensure that the Agency's strategic, business, and operational plans, policies and activities are consistent with all Directives and Ministry policy directions that have been communicated to it in writing by the Minister.

k. The governance model for the Agency shall incorporate an accountability relationship designed to ensure adoption of Government policy and oversight of the Agency, while providing the Agency with flexibility in operational management and direction.

l. Ongoing consultation and timely exchange of information between the Minister and the Ministry, on the one hand, and the Board and the Agency, on the other, are essential to carry out the purposes of this MOU.

7. Accountability Relationships

7.1 Minister

The Minister is accountable:

a. to Cabinet and the Legislative Assembly for the Agency's fulfillment of its mandate, and for reporting and responding to the Legislative Assembly on the affairs of the Agency.

b. for attesting, reporting and responding to TB/MBC on the Agency's performance and compliance with the Directives.

c. to Cabinet for the performance of the Agency and its compliance with the Directives and broad policy directions.

d. for receiving the Agency's annual report and submitting it to the Legislative Assembly for tabling.

7.2 Chair

The Chair is accountable:

a. to the Minister for the performance of the Agency in fulfilling its mandate, and for carrying out the roles and responsibilities assigned to the Chair by the Regulation, this MOU, the Accountability Agreement, and the Directives.

b. for reporting to the Minister, as requested, on the Agency's activities.

c. for ensuring timely communications with the Minister regarding any issue that affects, or can reasonably be expected to affect, the Minister's responsibilities for the Agency.

7.3 Board of Directors

a. The Board, including the CEO acting in his or her capacity as a non-voting member of the Board, is accountable to the Minister, through the Chair, for the oversight and governance of the Agency, setting goals, objectives and strategic direction for the Agency within its mandate, use of public funds, and for carrying out the roles and responsibilities assigned to it by the Regulation, the Directives, the Accountability Agreement and this MOU.

7.4 Deputy Minister

a. The Deputy Minister is accountable to the Secretary of the Cabinet and the Minister for the performance of the Ministry in providing administrative and organizational support to the Agency and for carrying out the roles and responsibilities assigned by the Minister, the Regulation, the Directives, the Accountability Agreement, and this MOU.

7.5 CEO

a. The CEO is accountable to the Board, through the Chair, for the strategic leadership of the Agency, and for the management of the Agency's operations and staff. The CEO works under the direction of the Chair to implement policy and operational decisions. The CEO reports the Agency's performance results to the Board, through the Chair.

b. The CEO, in his or her capacity as a non-voting member of the Board (i)

is accountable to the Minister in the same manner as other members of the Board, and (ii) will recuse himself or herself from any matter being considered by the Board pertaining to the CEO's evaluation, performance, compensation or any other issue where the roles and responsibilities of the CEO could conflict with the CEO's roles or responsibilities as a member of the Board.

8. Conflict of Interest

a. The Agency is prescribed as a public body under the PSOA.

b. The Chair is responsible for ensuring that Appointees of the Agency are informed of the ethical rules to which they are subject, including the rules on conflict of interest, political activity and protected disclosure of wrongdoing that apply to the Agency.

c. The CEO is responsible for ensuring that Agency staff are informed of the ethical rules to which they are subject, including the rules on conflict of interest, political activity and protected disclosure of wrongdoing that apply to the Agency.

9. Roles and Responsibilities

9.1 Minister

The Minister is accountable to Cabinet and to the Legislative Assembly for:

a. Reporting and responding to the Legislative Assembly on the affairs of the Agency.

b. Attesting, reporting and responding to TB/MBC on the Agency's performance, on its compliance with the Directives and policy directions.

c. Where required, recommending to TB/MBC any merger, change to the Agency's mandate, or dissolution of the Agency.

d. Recommending to TB/MBC the powers to be given to, or revoked from, the Agency when a change to the mandate of the Agency is being proposed.

e. Determining at any time the need for a review or audit of the Agency, and recommending to TB/MBC any changes to the governance or administration of the Agency resulting from any such review or audit.

f. When appropriate or necessary, taking action or directing that corrective action be taken with respect to the Agency's administration or operations.

g. Receiving the Agency's annual report and ensuring that the annual report is made available to the public after tabling it in the Legislative Assembly.

h. Informing the Chair of the government's priorities and broad policy directions for the Agency.

i. Consulting, as appropriate, with the Chair (and others) on significant new directions or when the government is considering regulatory or legislative changes for the Agency.

j. Developing the Agency's MOU with the Chair and signing it into effect after it has been signed by the Chair.

k. Reviewing and approving the Agency's annual business plan.

l. Recommending to TB/MBC any provincial funding to be allocated to the Agency.

m. Directing the Chair to undertake reviews of the Agency on a periodic basis, and making recommendations to TB/MBC as may be required after such reviews are completed.

n. Recommending the Agency's MOU to TB/MBC or the Secretary of Management Board (as applicable) for approval before it is signed by the parties.

o. Reviewing the advice or recommendation of the Chair on candidates for appointment or re-appointment to the Board.

9.2 Chair

The Chair is responsible for:

a. Providing leadership to the Agency.

b. Ensuring the implementation of actions that support the mandate, goals, objectives, and strategic direction of the Agency.

c. Seeking strategic policy direction for the Agency from the Minister.

d. Ensuring timely communications with the Minister regarding any issues or events that may concern, or can reasonably be expected to concern the Minister in the exercise of his/her responsibilities relating to the Agency, and for urgent and/or emerging issues within 24 hours of such urgent and/or emerging issue(s) taking place (which is in addition to the obligations in Schedule D).

e. Consulting with the Minister in advance regarding any activity which may have an impact on the government and Ministry's policies, directives or procedures, or on the Agency's mandate, powers or responsibilities as set out in the Regulation.

f. Monitoring the performance of the Agency.

g. Reporting to the Minister as requested on the Agency's activities within agreed upon timelines.

h. Ensuring that the Agency operates within its approved budget allocation in fulfilling its mandate.

i. Developing the Agency's MOU with the Minister, and signing it on behalf of, and as authorized by, the Board, and arranging for its public posting as required by the AAD.

j. Reviewing and approving the Agency's business plan, budget, annual report and financial reports, and submitting them to the Minister in accordance with the time lines specified in the Regulation, the applicable Directives, the Accountability Agreement, and this MOU.

k. Providing both the Minister and the Minister of Finance with a copy of every audit report, a copy of the Agency's response to each report, and any recommendations in the report.

l. Advising the Minister annually on any outstanding audit recommendations.

m. Ensuring that Board members are informed of their responsibilities under the PSOA with regard to the rules of ethical conduct (Part IV of the PSOA), including the political activity rules (Part V of the PSOA).

n. Making sure that appropriate management systems are in place (financial, information technology, human resource) for the effective administration of the Agency.

o. Making sure that an appropriate framework is in place for Agency staff and Appointees to receive adequate orientation and training.

p. Making sure that Agency staff and Appointees are aware of and comply with the Directives and any written policy directions from the Minister.

q. Making sure a process for responding to and resolving complaints from the public and Agency clients is in place.

r. Carrying out effective public communications and relations for the Agency as its chief spokesperson.

s. Cooperating with any review or audit of the Agency directed by the Minister or TB/MBC.

t. Fulfilling the role of ethics executive for Appointees to the Agency, promoting ethical conduct and ensuring that all members of the Agency are familiar with the ethical requirements of the PSOA, and the regulations and the directives made under that Act, including those in respect of conflict of interest, political activity and the protected disclosure of wrongdoing.

u. Providing leadership to the Board and monitoring the Board's performance.

v. Keeping the Minister informed of upcoming Board member appointment vacancies and providing recommendations for appointments or re-appointments.

w. Reviewing and approving claims for per diems and expenses of Board members, and arranging for public posting of all expenses required to be posted under the Travel, Meals, and Hospitality Expenses Directive.

x. Evaluating the performance of the CEO in consultation with the Board and pursuant to performance criteria established by the Board and the Chair.

y. Presiding over meetings of the Board and determining the agenda for Board meetings in consultation with other members of the Board and the CEO.

z. Organizing the committees of the Board and their respective mandates and proposing the membership and chairmanship of each committee.

aa. Communicating strategic directions and decisions of the Board to the CEO.

bb. Bringing to the Board's attention, the requirement that the Agency be conducted in accordance with the management principles of the Government of Ontario.

9.3 Board of Directors

The Board is responsible for:

a. Setting the goals, objectives, and strategic directions for the Agency

within its mandate as defined by the Regulation, government policies as appropriate and this MOU.

b. Directing the affairs of the Agency and setting overall priorities so as to fulfill its mandate.

c. Directing the development of the Agency's business plans and approving them for submission to the Minister within the timelines specified in the AAD, agreed upon with the Ministry, or set out in this MOU.

d. Directing the preparation of, and approving the Agency's annual reports for submission to the Minister for tabling in the Legislative Assembly within the timelines established by the Regulation or the AAD as applicable.

e. Making decisions consistent with the business plan approved for the Agency and ensuring that the Agency operates within its allocations.

f. Ensuring that the Agency manages its affairs in compliance with the Directives and any policy direction issued by the Minister.

g. Ensuring that the Agency uses public funds prudently and only for the business of the Agency based on the principle of value for money, and in compliance with applicable legislation and the Directives.

h. Ensuring that Agency funds are used with integrity, honesty, fairness and effective controllership.

i. Establishing such board committees or oversight mechanisms as may be required to advise the Board on effective management, governance or accountability procedures for the Agency.

j. Approving the MOU for the Agency in a timely manner and authorizing the Chair to sign it on behalf of the Agency.

k. Approving the Agency's reports and reviews that may be requested by the Minister from time to time for submission to the Minister within agreed upon timelines.

l. Directing the development of an appropriate risk management framework and a risk management plan and arranging for risk-based reviews and audits of the Agency as needed.

m. Where applicable, ensuring that conflict of interest rules that the Agency is required to follow, as set out in Ontario Regulation 381/07 made under the PSOA (or as have been approved and published by the Conflict of Interest Commissioner), are in place for the members of the Board and employees of the Agency.

n. Establishing performance measures, targets and management systems for monitoring and assessing the Agency's performance and monitoring and measuring the performance of the Agency against those targets.

o. Directing corrective action on the functioning or operations of the Agency, if needed.

p. Cooperating with and sharing any relevant information on any risk-based or periodic review directed by the Minister or TB/MBC.

q. Consulting, as appropriate, with stakeholders on the Agency's goals, objectives and strategic directions.

r. Providing advice to the government, through the Minister, on issues within or affecting the Agency's mandate and operations.

s. Approving the Accountability Agreement for the Agency in a timely manner and authorizing the CEO to sign it on behalf of the Agency.

t. Employing the CEO and directing the Agency to pay such salary, remuneration and other benefits to the CEO as fixed by the Lieutenant Governor in Council including rights related to severance, termination, retirement and superannuation.

u. Establishing performance standards for the evaluation of the performance of the CEO, and evaluating the CEO against those standards.

v. Terminating the employment of the CEO when the term of his or her appointment expires or if the Lieutenant Governor in Council revokes the CEO's appointment.

w. Informing and improving the Agency's procurement processes for I&IT projects based on feedback from clients.

x. Obtaining stakeholder input to the Board on information technology, procurement, and project requirements.

y. Providing broader health sector engagement in decision-making about eHealth Services.

z. Restricting the payment of compensation bonuses to the senior management of the Agency to the achievement of clearly predefined objectives and performance outcomes at both a corporate and personal level.

9.4 Deputy Minister

The Deputy Minister is responsible for:

a. Advising and assisting the Minister regarding the Minister's responsibilities for the Agency.

b. Advising the Minister on the requirements of the AAD and other directives that apply to the Agency.

c. Recommending to the Minister, as may be necessary, the evaluation or review, including a risk-based review, of the Agency or any of its programs, or changes to the management framework or operations of the Agency.

d. Facilitating regular briefings and consultations between the Chair and Minister, and between Ministry staff and Agency staff.

e. Attesting to TB/MBC as required, to the Agency's compliance with the mandatory accountability requirements set out in the AAD.

f. Ensuring that the Ministry and the Agency have the capacity and systems in place for on-going risk-based management, including appropriate oversight of the Agency.

g. Ensuring that the Agency has an appropriate risk management framework and a risk management plan in place for managing risks that the Agency may encounter in meeting its program or service delivery objectives.

h. Undertaking timely risk-based reviews of the Agency, its management or operations, as may be directed by the Minister or TB/MBC.

i. Establishing a framework for reviewing and assessing the Agency's business plans and other reports.

j. Supporting the Minister in reviewing the performance targets, measures and results of the Agency.

k. Advising the Minister on documents submitted by the Agency to the Minister for review or approval, or both.

l. Submitting to the Minister, as part of the annual planning process, a risk assessment and management plan for each risk category.

m. Undertaking reviews of the Agency as may be directed by the Minister.

n. Cooperating with any review of the Agency as directed by the Minister or TB/MBC.

o. Monitoring the Agency on behalf of the Minister while respecting the Agency's authority, identifying needs for corrective action where warranted, and recommending to the Minister ways of resolving any issues that might arise from time to time.

p. Negotiating a draft MOU with the Chair, as directed by the Minister.

q. Consulting with the CEO or Chair, as needed, on matters of mutual importance including services provided by the Ministry and compliance with the Directives.

r. Meeting with the CEO or Chair, as needed, or as directed by the Minister.

s. Arranging for administrative, financial and other support to the Agency as specified in this MOU.

t. Informing the Chair, in writing, of new government directives and any exceptions to or exemptions in whole or in part from TB/MBC directives or Ministry administrative policies.

u. When required, submitting a report to the secretaries of TB/MBC on the wind-down of the Agency, disposition of any assets, completion of any outstanding responsibilities by the Agency, and the termination of any appointments.

v. Developing the Accountability Agreement with the CEO and signing it into effect after it has been signed by the CEO.

9.5 CEO

The CEO is responsible for:

a. Managing the day-to-day operations of the Agency in accordance with the mandate of the Agency, the Directives, Agency by-laws and policies, accepted business and financial practices, this MOU, and all applicable federal, provincial and municipal laws, orders, regulations and by-laws that apply to the Agency.

b. Advising the Chair on the requirements of and compliance with the AAD as well as other Directives, and Agency by-laws and policies.

c. Applying policies and procedures so that public funds are used with integrity and honesty.

d. Providing leadership and management to the Agency staff, including financial resources management.

e. Establishing and applying a financial management framework for the Agency in accordance with applicable Minister of Finance controllership directives, policies and guidelines.

f. Translating the goals, objectives and strategic directions of the Board into operational plans and activities in accordance with the Agency's approved business plan.

g. Ensuring that the Agency has the oversight capacity and an effective oversight framework in place for monitoring its management and operations.

h. Keeping the Board, through the Chair, informed with respect to implementation of policy and the operations of the Agency.

i. Establishing systems to ensure that the Agency operates within its approved business plan.

j. Ensuring that the Agency has an appropriate risk management framework and risk management plan in place as directed by the Board.

k. Supporting the Chair and Board in meeting their responsibilities.

l. Carrying out in-year monitoring of the Agency's performance and reporting on results to the Board through the Chair.

m. Keeping the Ministry and the Chair advised on issues or events that may concern the Minister, the Deputy Minister and the Chair in the exercise of their responsibilities.

n. Seeking support and advice from the Ministry, as appropriate, on Agency management issues.

o. Establishing a system for the retention of Agency documents and for making such documents publicly available when appropriate, so as to comply with FIPPA and the *Archives and Recordkeeping Act, 2006*, S.O. 2006, s. 34, Schedule A, and its regulations, where applicable.

p. Undertaking timely risk-based reviews of the Agency's management and operations.

q. Consulting with the Deputy Minister as needed, on matters of mutual importance, including services provided by the Ministry, and on the Directives and Ministry policies.

r. Cooperating with any periodic review directed by the Minister or TB/MBC.

s. Fulfilling the role of ethics executive for public servants, other than government appointees, who work in the Agency. Promoting ethical conduct and ensuring that all members of the Agency are familiar with the ethical requirements of the PSOA and the regulations and directives made under that Act, including in respect of conflict of interest, political activity, and the protected disclosure of wrongdoing.

t. Keeping the Board, through the Chair, informed about operational matters.

u. Preparing annual reports and business plans for the Agency as directed by the Board.

v. Preparing financial reports for approval by the Board.

w. Preparing, for approval by the Board, a performance review system for staff, and implementing the system.

x. Preparing a report for the Board on every occurrence involving a breach of data security or personal privacy, including what actions were taken to rectify the situation and what actions, if taken, would have served to prevent the occurrence, within seven days of the occurrence.

y. Through the Board, as appropriate, restricting the payment of compensation bonuses to all employees of the Agency to the achievement of clearly predefined objectives and performance outcomes at both a corporate and personal level.

z. Developing the Agency's Accountability Agreement with the Minister and signing it on behalf of the Agency.

10. Reporting Requirements

10.1 Performance Measurement

a. The Board, through the CEO, shall require the Agency to implement a system of performance management and reporting including, but not limited to, performance measures and standards, annual baseline reporting and monitoring systems to be mutually agreed to by the Minister and the Agency. The system shall include commitments to attaining specific performance goals within specified time frames. The system of performance measurement and reporting is to be included in the Annual Business Plan.

b. The Agency shall prepare the reports and documents for approval by the Board and submission to the Minister for review and approval, in accordance with a timeline established by the Ministry.

10.2 Business Plan

a. The Chair will ensure that on or before October 1 in each year, or another date specified by the Minister, the Minister is provided with the Agency's annual business plan covering a minimum of three years from the current fiscal year, that includes a financial budget and a risk management plan.

b. The Chair is responsible for ensuring that the Agency's annual business plan meets the requirements of the AAD and the Regulation and for posting a version of the plan with the content and within the timelines specified by the AAD.

c. The Chair is accountable to the Ministry for ensuring that the business plan includes a risk assessment and risk management plan; for sharing the plan with the Ministry to assist the Ministry in developing its risk assessment evaluation in accordance with the requirement of the AAD; for assessing and managing the Agency's risks; and for developing and maintaining necessary records demonstrating action to manage risk.

d. The Minister will review the Agency's annual business plan and will promptly advise the Chair whether or not he/she concurs with the directions proposed by the Agency. The Minister may advise the Chair where and in what manner the Agency's plans vary from government or Ministry policy or priorities as may be required, and the Agency will revise its plan accordingly.

e. The Chair is responsible for ensuring that the Agency's business plan includes a system of performance measures and reporting on the achievement of the objectives set out in the business plan. The system must include performance goals, how they will be achieved, and target results and time frames.

f. In addition, TB/MBC may require the Minister to submit the Agency's business plan to TB/MBC for review at any time.

10.2 Annual Reports

a. The Chair is responsible for ensuring that the Agency's annual report is submitted to the Minister for tabling in the legislative assembly. The Chair will submit the annual report to the Minister within 120 days of the Agency's fiscal year end. The annual report shall be prepared in accordance with the Regulation, the AAD, and the Accountability Agreement.

b. The Minister shall present the annual report of the Agency within 90 days of its receipt for tabling by the Clerk of the Legislative Assembly.

c. After tabling, the Agency shall publicly post the annual report within the timelines established by the AAD.

10.3 Reports – Financial

a. The Chair will provide to the Minister audited annual financial statements and will include them as part of the agency's annual report. The statements will be provided in a format that is in accordance with the province's stated accounting policies issued by the Office of the Provincial Controller.

b. The Chair is responsible for ensuring that the Agency provides to the Ministry all other financial reports as set out in the Accountability Agreement.

c. The Agency will submit to the Ministry of Finance its salary information according to the *Public Sector Salary Disclosure Act, 1996*.

10.4 Reports – General / Other

The Chair is responsible for ensuring that the Agency provides to the Minister:

(i) Reports as directed by the Ministry, in connection with existing and future eHealth projects which are required by TB/MBC pursuant to the Government's Quarterly Major I&IT Projects Reporting (MPR) process, from project approval, until a project close-out report is provided for each project, unless and until the Minister and TB/MBC approve such other project reporting processes for the Agency.

(ii) A quarterly statement, within 30 days from the end of each quarter of a fiscal year, in accordance with the requirements in the Regulation.

(iii) At the request of the Minister or Deputy Minister, any other reports or specific data or other information as may be requested by the Minister from time to time, within the timeframes established by the Ministry and communicated to the Agency.

11. Assets / Intellectual Property

a. All Agency I & IT Assets and Agency I & IT Contracts shall become the property of Her Majesty the Queen in right of Ontario in the event of the wind-up of the business and affairs of the Agency.

b. To the extent that the Agency acquires any Intellectual Property Rights in or to any Software, information or Agency Data, all such Intellectual Property Rights, shall be and shall become the property of Her Majesty the Queen in right of Ontario at all times; provided, however, that this MOU is not intended to effect the assignment or transfer to Her Majesty the Queen in right of Ontario of any right, title, interest, licence or permission that by its terms cannot be assigned or transferred to Her Majesty the Queen in right of Ontario without the consent of a third party unless and until such consent has been obtained.

c. Without limiting subsection 11(b) of this MOU, any reports and other documents published by the Agency and all copyright and other Intellectual Property Rights in those publications and any Material that forms part of them shall belong to Her Majesty the Queen in right of Ontario and shall be provided to the Ministry upon its written request. For the purpose of this section, **"Material(s)"** includes, but is not limited to graphics, promotional materials, databases, data, research, work in progress, technology, prototypes, inventions, working papers, reports and/or confidentiality agreements in any form whatsoever including compact disk, floppy disk, chip, memory tape, or print.

d. The Agency acknowledges and agrees that:

   (i) all Agency I & IT Assets are held for the benefit of Her Majesty the Queen in right of Ontario except that nothing in this section shall limit or interfere with the Agency's ability to sell, transfer, dispose or otherwise deal with any Agency I & IT Asset as required by the Agency in its ordinary course of business until such time as the Agency is wound up; and

   (ii) any provision established by the Agency regarding ownership of Intellectual Property Rights in Software must not affect Her Majesty the Queen in right of Ontario's ownership rights to information, materials, data, or other content accessed, collected, used, manipulated, processed, retained, and stored through software, suppliers, or any third parties (irrespective of source and/or network destination).

e. The Agency will take such actions and grant such rights as may be necessary so that Her Majesty the Queen in right of Ontario will have in the event of the winding up of the business and affairs of the Agency, the full right, title and interest to each Agency I & IT Asset and under each Agency I & IT Contract entered into, amended or renewed by the Agency. For greater certainty, the Agency will take such actions as may be necessary so that:

(i) all right, title and interest of the Agency in Agency I & IT Assets and Agency I & IT Contracts entered into, amended or renewed, including all Intellectual Property Rights, licences and permissions acquired by the Agency under them; and

(ii) all right, title and interest of the Agency in or to any Agency I & IT Asset, Software, information or Agency Data acquired by the Agency under any Agency I & IT Contract entered into, amended or renewed, including all Intellectual Property Rights, licences and permissions acquired by the Agency under the Agency I & IT Contracts;

can be transferred to the benefit of Her Majesty the Queen in right of Ontario upon the winding up of the business and affairs of the Agency without any further consent from any third party.

f. The Agency shall, at its own expense, promptly do any and all acts and cause to be executed and deliver to the Queen's Printer for Ontario, in respect of any copyright, but otherwise to Her Majesty the Queen in right of Ontario, any and all assignments, documents and instruments relating to Intellectual Property Rights and any other right, title or interest, which the Queen's Printer for Ontario or the Minister may request at any time or from time to time to carry out the intent of this section 11.

12. Communications

The parties to this MOU recognize that the timely exchange of information on the operations and administration of the Agency is essential for the Minister to meet the Minister's responsibilities for reporting and responding to the Legislative Assembly on the affairs of the Agency. The parties also recognize that it is essential for the Chair to be kept informed of the government initiatives and broad policy directions that may affect the Agency's mandate and functions.

The parties, therefore, agree as follows:

a. The Board, through the Chair, will keep the Minister advised, in a timely manner, of all planned events and issues that concern or can be reasonably expected to concern the Minister in the exercise of the Minister's responsibilities.

b. The Minister will consult with the Chair, as appropriate and practical in the circumstances, on broad government policy initiatives or legislation being considered by the government that may impact on the Agency's mandate or functions.

c. The Minister, or the Minister's delegate, and the Chair will meet at least quarterly, or as requested by either party, to discuss issues relating to the fulfillment of the Agency's mandate, management and operations.

d. The Deputy Minister and the CEO will meet regularly to discuss issues relating to the efficient operation of the Agency and the provision of services from one party to the other party.

e. The Agency and Ministry will adhere to the Public Communications Protocol set out as Schedule D to this MOU.

13. Administrative Arrangements

13.1 Applicable TB/MBC and Ministry of Finance Directives

a. The Chair is responsible for ensuring that the Agency operates in accordance with all applicable laws and Directives, as well as applicable Ministry financial and administrative policies and procedures. Schedule A to this MOU provides a list of certain applicable directives and policies and identifies certain statutes of particular application.

b. The Chair is responsible for ensuring that the legal, financial and other interests of the government in intellectual property are protected in any contract that the Agency may enter into with a third party that involves the creation of intellectual property.

c. The Chair is responsible for ensuring that clear expectations are established for transfer payment recipients, and for ensuring effective diligence when setting up and monitoring transfer payment contracts to ensure public services are delivered, commitments are fulfilled and the right controls are in place to ensure the prudent use of taxpayers' money.

13.2 Legal Services

a. The Agency requires legal services in order to carry out its operations. The Agency shall retain independent counsel to provide legal services to it, subject to Section 13.2(a), and in accordance with all applicable eHealth Ontario policies.

b. If a litigation matter arises for which the Agency requires private sector legal representation, the Agency shall immediately notify the Director of Crown Law Office Civil ("CLOC"), Ministry of the Attorney General ("MAG") of the matter. Upon receiving such notice, MAG will determine whether it is appropriate for CLOC to provide representation to the

Agency on the litigation matter. If MAG chooses not to provide representation, the Agency may retain private sector legal counsel to provide legal services to it on the litigation matter.

13.3 Privacy

a. The CEO is the head of the Agency as an institution for the purposes of FIPPA.

b. The Agency covenants that any Personal Information or Personal Health Information collected or held by it shall be used and disclosed to pursue the objects of the Agency or as otherwise permitted or required by applicable law or judicial process and for no other purposes. The Agency further covenants that it shall have reasonable measures in place to maintain the security and confidentiality of Personal Information and Personal Health Information that it holds, controls, or has custody of.

c. The Board will ensure that the Agency implements policies and practices to protect the privacy of the individuals whose Personal Information or Personal Health Information it collects or accesses and to maintain the confidentiality of such information and to consult with the IPC as necessary in doing so. All such policies and practices shall comply with applicable law governing the collection, use, disclosure, retention and disposal of Personal Information and Personal Health Information.

d. The Agency shall prepare a Privacy Impact Assessment to accompany any proposals, whether for new initiatives or changes to existing initiatives, that may affect the privacy of individuals.

13.4 Records Management

a. The Chair is responsible for ensuring that a system is in place for the creation, collection, maintenance, and disposal of records.

b. The Chair is responsible for ensuring that the Agency complies with the TB/MBC Management of Recorded Information Directive.

c. The Chair is responsible for ensuring that the Agency complies with the *Archives and Recordkeeping Act, 2006*, S.O. 2006, c. 34, Sched. A.

d. The Agency shall keep and maintain all financial records, invoices and other financially related documents including those relating to funding provided by the Ministry or otherwise to the activities of the Agency in accordance with applicable law, the Directives and in any event, in a manner consistent with prevailing corporate practices in Canada. The Agency shall maintain such records and keep them available for review for a period of at least seven years from the date of the creation of the records.

13.5 Joint Issues Resolution

a. The Agency and the Ministry will establish mechanisms for the joint consideration and resolution of program performance and service delivery and quality issues identified in performance monitoring and accountability reporting.

b. The development and approval of the mechanisms referenced in section 13.5(a) will be managed by the Deputy Minister and the Chair with due regard to their respective accountabilities and roles as set out in this MOU.

13.6 Client Service

a. The Chair will ensure that the Agency delivers its services at a quality standard that reflects the principles and requirements of the OPS Services Directive.

b. The Agency will have in place a formal process for responding to complaints about the quality of services received by clients of the Agency consistent with the government's service quality standards.

c. The Agency's annual business plan will include performance measures and targets for service and the Agency's response to complaints.

14. Financial Arrangements

14.1 Funding

a. The Agency is funded from the Consolidated Revenue Fund pursuant to an appropriation authorized by the Legislative Assembly. The Ministry will provide funding to the Agency pursuant to the terms and conditions of the Regulation, this MOU, and the Accountability Agreement. The Agency shall use funding only for the purpose of carrying out the roles and responsibilities defined in this MOU, the Regulation, and the Accountability Agreement.

b. The Agency will prepare estimates of its expenditures for inclusion in the Ministry's Program Review, Renewal, and Transformation process. The Chair will deliver these estimates to the Minister in sufficient time to be analyzed and approved by the Minister.

c. The estimates provided by the Chair may, after appropriate consultation with the Chair, be altered as required.

d. Financial procedures of the Agency must be in accordance with the Directives and other applicable government direction.

e. When ordered to do so by the Minister of Finance, pursuant to subsection 16.4 (2) of the *Financial Administration Act*, the Agency shall pay into the Consolidated Revenue Fund any money that the Minister of Finance determines is surplus to its requirements.

f. Pursuant to section 28 of the *Financial Administration Act*, the Agency shall not enter into any financial arrangement or commitment, guarantee, indemnity or similar transaction that may increase, directly or indirectly, the indebtedness or contingent liabilities of the Government of Ontario without the written approval of the Minister of Finance. The Minister's approval is required before seeking statutory approval from the Minister of Finance.

g. The Agency may lease office space that is reasonably necessary for the purposes of the Agency, in compliance with the Directives.

h. The Agency may make banking arrangements, including establishing bank accounts, issuing cheques, and holding credit cards, with the approval of the Minister of Finance.

14.2 Taxation Status: Harmonized Sales Tax (HST)

a. The Agency receives a rebate under the Comprehensive Integrated Tax Coordination Agreement between the Province and the Government of Canada.

15. Agreements with Others and Acquisition of Goods and Services

15.1 Agreements with Others

a. The Agency shall ensure that any agreements that it enters into with ministries or agencies of the Government, other governments, hospitals, research and planning bodies, other health and social service agencies or any other person or entity are consistent with the Agency's objects.

b. On request, the Agency shall provide the Minister with copies of any written agreements entered into by the Agency, within reasonable timelines set by the Minister.

15.2 Acquisition of Goods and Services

a. The Agency shall follow the procurement policies and procedures contained in the eHealth Ontario Procurement Policy attached as

Schedule B and the I&IT project gateway processes contained in the Policy on the I&IT Project Gateway Process attached as Schedule C to this MOU.

b. The Chair, on behalf of the Board, shall provide the Minister with reasonable advanced written notice of all changes to the eHealth Ontario Procurement Policy and/or the I&IT Project Gateway Policy and shall obtain the Minister's written approval to such changes prior to the Agency implementing or following such changes. For greater clarity, any change that is deemed by the Ministry of Government Services to be material shall require the approval of TB/MBC.

c. Approvals sought by the Minister from TB/MBC on behalf of the Agency in respect of any new project with a projected cost of $20 million or greater which is submitted through the annual business planning process or otherwise, and any new project with a projected cost of greater than $2 million and less than $20 million and would require additional funding beyond the eHealth Ontario allocation, must include a project scorecard business case, project plans with milestones, technical information, risk assessment and mitigation and procurement plans.

d. Despite section 15(a) of this MOU, the Agency may have access to the Government's vendors of record.

16. Audit and Review Arrangements

16.1 Audits

a. The Agency is subject to periodic review and value-for-money audit by the Auditor General of Ontario under the *Auditor General Act*, R.S.O. 1990, c. A.35, or by the Ontario Internal Audit Division.

b. The Ontario Internal Audit Division may also carry out an internal audit, if approved to do so by the Ministry's Audit Committee or by the Corporate Audit Committee.

c. Regardless of any annual external audit, the Minister may direct that the Agency be audited at any time.

d. The Agency will promptly provide a copy of every report from an audit to the Minister and the Minister of Finance. The Agency will also provide a copy of its response to the audit report and any recommendations therein. The Agency will advise the Minister annually on any outstanding audit recommendations.

e. The Chair may request an external audit of the financial transactions or management controls of the Agency at the Agency's expense.

f. The Board shall ensure that the Agency's accounts and financial transactions are audited annually by one or more auditors licensed under the *Public Accounting Act, 2004*, S.O. 2004, c. 8.

17. Staffing and Appointments

17.1 Staffing and Appointments

a. The Agency may employ or otherwise engage such persons, other than the chief executive officer, as it considers necessary for the proper conduct of the business of the Agency.

b. In developing its own human resources policies and practices, the Agency shall reflect the principles of the *Public Service of Ontario Act, 2006* and the Directives.

c. Board members are to be paid such remuneration and expenses as the Lieutenant Governor in Council determines. Despite the foregoing and for clarity, where the CEO is also appointed as a member of the Board by the Lieutenant Governor in Council through an Order in Council, the CEO shall not be entitled to receive any remuneration for acting in that capacity.

d. Without limiting the Agency's ability to hire such employees as are considered necessary for its business, employees may be appointed or transferred to the Agency under the PSOA.

e. The Agency may enter into arrangements (eg. consultants, cross-appointments) with persons other than those employed or appointed under this MOU to provide professional, technical or other assistance to or on behalf of the Agency, and the Agency may prescribe their duties and other terms of engagement and provide for payment of their remuneration and expenses.

f. The CEO is appointed by the Lieutenant Governor in Council, pursuant to subsection 9(1) of the Regulation.

g. The members of the Board are appointed by the Lieutenant Governor in Council on the recommendation of the Minister, pursuant to subsection 6(1) of the Regulation.

h. The Lieutenant Governor in Council designates a Board member as the Chair, pursuant to subsection 6(3) of the Regulation.

18. Liability Protection and Insurance

a. As set out in the Regulation, sections 134(1) and 136 of the *Business Corporations Act* apply, with necessary modifications, to the Agency and to the members of its Board. When providing an indemnity under section 136 of the *Business Corporations Act*, the Agency acknowledges that approval of the Minister of Finance under section 28 (1) of the *Financial Administration Act* may be required, and if so, it will work with the Ministry to obtain such approval.

b. The Agency shall put into effect and maintain insurance coverage that is satisfactory to the Ministry to protect itself against all claims that might arise from anything done or omitted to be done by the Agency or its directors, officers, employees, independent contractors or agents, and from anything done or omitted to be done where bodily or personal injury, death, or property damage, including loss of use thereof, is caused.

c. The Agency shall provide the Ministry with certificates of insurance, or other proof of insurance, from time to time, as may be requested by the Ministry.

19. Effective Date and Duration and Periodic Review of the MOU

19.1 Effective Date of MOU

a. This MOU becomes effective on the date it is signed by the Minister.

b. This MOU will continue in effect unless and until it is replaced by a new MOU as a result of a significant change in the Agency's mandate, governance structure or powers.

c. If a new Minister or Chair takes office, the Minister and Chair must both affirm by letter that the MOU will continue in force without a review; or alternatively, they may agree to revise it. A copy of the letter of affirmation between the Minister and Chair must be provided to the Secretary, Management Board of Cabinet within six months of the new party or parties' commencement.

d. Either the Minister or Chair may initiate a review of this MOU by written request to the other.

e. A full review of this MOU will be conducted immediately in the event of a significant change to the agency's mandate, powers or governance structure as a result of an amendment to the Regulation.

19.2 Reviews

a. The Agency may be subject to a review at the discretion and direction of TB/MBC or the Minister. The review may cover such matters relating to the Agency that are determined by TB/MBC or the Minister, and may include the mandate, powers, governance structure and/or operations of the Agency.

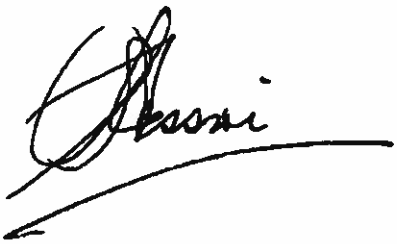
b. The Minister will consult the Chair as appropriate during any such review.

c. The Chair, CEO, and Board will cooperate in any review.

d. The Ministry shall complete a review of the mandate of the Agency at least once every 7 years.

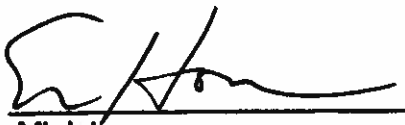
e. The Agency shall periodically undertake external third party reviews of its operations in order to evaluate whether its operations are fulfilling its mandate and performance commitments. The Agency shall provide a copy of the final report and action plans resulting from any external third party reviews of its operations to the Minister for review.

20. Signatures



Chair
eHealth Ontario

Date 24March15



Minister
Ministry of Health and Long-Term Care

MAY 30/15

Date

Schedule A:
Applicable TB/MBC and Ministry of Finance Directives and Statues of Particular Application

1. The Agency is subject to all applicable government of Ontario directives, policies and guidelines including, but not limited to, the following key instruments (as may be amended or replaced from time to time):

   - Accountability Directive
   - Agency & Appointments Directive
   - Business Planning and Allocation Directive
   - Realty Directive
   - Transfer Payment Accountability Directive
   - Travel, Meal and Hospitality Expenses Directive
   - Management of Recorded Information Directive
   - Disclosure of Wrongdoing Directive
   - Freedom of Information and Protection of Privacy Directive
   - Visual Identity Directive
   - Managing, Distributing and Pricing Government Information (Intellectual Property)

2. In addition to complying with the Realty Directive issued by Management Board of Cabinet, the Agency shall comply with the Ministry of Infrastructure Realty Policy including any Schedules to this Realty Policy when acquiring space for accommodation and program purposes. The Ministry will ensure that the Agency is provided with any updates to the Realty Policy.

3. The Agency shall comply with the eHealth Ontario Procurement Policy (Schedule B to this MOU) and the eHealth Ontario Policy on the I&IT Project Gateway Process (Schedule C to this MOU), as may be amended from time to time in accordance with the terms of this MOU.

4. The Ministry will inform the Agency of amendments or additions to directives, policies and guidelines that apply to the Agency; however, the Agency is responsible for complying with all directives, policies and guidelines to which it is subject.

5. The Agency is:

   - a "public entity" under the *Financial Administration Act*;
   - a "government agency" under the *French Language Services Act*;
   - a "public body" under the *Public Service of Ontario Act, 2006*;
   - an "institution" under the *Freedom of Information and Protection of Privacy Act*;
   - subject to all applicable federal, provincial and municipal laws that apply to it, including but not limited to the *Pay Equity Act*, the

Accessibility for Ontarians with Disabilities Act, 2005, and the *Archives and Recordkeeping Act, 2006*.

Schedule B:
eHealth Ontario Procurement Policy

[attached]

eHealth Ontario

Procurement Policy

February 2013

Version: 3.4

Owner: Strategic Sourcing and Vendor Management

Compliant to MGS Procurement Directive – October 2012

Ontario

Table of Contents

This policy is adapted from the Management Board of Cabinet Procurement Directive October 2012. It replaces the eHealth Ontario Procurement Policy of December 2011.

1. PURPOSE

To ensure that goods and services, including consulting services, and information technology are acquired through a process that is fair, open, transparent, geographically neutral and accessible to qualified vendors.

To specify the responsibilities of individuals and organizations in each stage of the Procurement process.

To contribute to a reduction in purchasing costs.

To ensure consistency in the management of Procurement related processes and decisions.

2. APPLICATION AND SCOPE

This Policy applies to the Procurement of all goods and services including Consulting Services, and information technology required to meet the needs of eHealth Ontario.

This Policy applies in its entirety to:

- all eHealth Ontario employees; and
- all agents and subcontractors hired or retained by eHealth Ontario.

For the purposes of this Policy, the above group will be collectively known as eHealth Ontario. The application of this Policy is mandatory for eHealth Ontario and the principles and requirements set forth herein must be applied to all Procurements issued by eHealth Ontario.

Exemptions from the mandatory sections of the MBC Procurement Directive must receive prior MBC approval.

eHealth Ontario may also be subject to the Broader Public Sector Procurement Directive. In the event of any discrepancy between the Broader Public Sector Procurement Directive and the MBC Procurement Directive, eHealth Ontario will follow the MBC Directive.

In applying this Policy, eHealth Ontario must refer to Internal Procurement processes and procedures available on the eHealth Ontario Procurement SharePoint web site, as well as the eHealth Ontario's DOASP.

3. PRINCIPLES

The overall objective of this Policy is to ensure that eHealth Ontario acquires the goods and services required to meet the needs of eHealth Ontario in the most economical and efficient manner, through a Procurement process that conforms to the following principles:

Value for Money

Goods and services must be procured only after consideration of the business requirements of eHealth Ontario, alternatives, timing, supply strategy, and Procurement method.

Vendor Access, Transparency and Fairness

Access for qualified vendors to compete for eHealth Ontario business must be open and the Procurement process must be conducted in a fair and transparent manner, providing equal treatment to vendors.

Conflicts of interest, both real and perceived, must be avoided during the Procurement and ensuing Contract. Relationships that result in a continuous reliance on a particular vendor for a particular kind of work must not be created.

Responsible Management

The Procurement of goods and services must be responsibly and effectively managed through appropriate organizational structures, systems, policies, processes, and procedures.

Geographic Neutrality and Reciprocal Non-Discrimination

eHealth Ontario is subject to Trade Agreements for the province of Ontario and must also ensure that access for vendors to compete for government business is geographically neutral with respect to other jurisdictions that practice reciprocal non-discrimination with Ontario.

4. PROCUREMENT PLANNING

4.1 Procurement Planning

eHealth Ontario must undertake Procurement planning as an integral part of the Procurement process to identify goods and services needed to meet business requirements and identify opportunities to aggregate spending on goods and services across the eHealth Ontario.

eHealth Ontario is required to undertake Procurement planning both for the annual Procurement requirements and individual Procurement activities. Procurement planning also assists in identifying the potential supply source and Procurement method as well as determining what and when approvals are needed to ensure sufficient time is allowed to complete the Procurement process.

In doing so, eHealth Ontario must assess the following planning requirements:

- early identification of needs;
- clear definition of requirements;
- justification for the acquisition; and
- compatibility of Procurement needs with program policy, program, and/or legislative and regulatory requirements, including requirements related to accessibility.

4.1.1 Annual Procurement Planning

eHealth Ontario must submit an annual Procurement plan in support of the eHealth Ontario's Annual Business Planning process. The Procurement plan will be provided to the Board of Directors subsequent to the approval of the eHealth Ontario's Annual Business Plan.

An annual Procurement plan must take into consideration:

i. current, ongoing and future business requirements including goods and services being procured under existing Contracts;
ii. availability of necessary human, financial, technical and accommodation resources to support the business requirements;
iii. alternative ways to satisfy the needs and selection of the most appropriate option;
iv. an estimate of the Procurement Value;
v. supply source and Procurement method; and
vi. necessary approval authorization to proceed.

eHealth Ontario is required to identify the value, supply source, Procurement method, and necessary approvals for each Procurement identified in the plan.

eHealth Ontario should refer to the Annual Business Plan instructions for more detail on the annual Procurement plan. eHealth Ontario may amend its annual Procurement plan to address in-year business requirements.

Should eHealth Ontario intend to seek Procurement approvals as part of the Annual Business Plan, eHealth Ontario must submit a Business Case for each Procurement approval being sought, providing sufficient details on the Procurement to support appropriate decision making. Details will include, but will not be limited to, information on vendor community, Procurement risks, and if appropriate rationale for any non-competitive Procurements where appropriate.

Areas within eHealth Ontario seeking in-year Procurement approval must review the Procurement Approval requirements Section 4.6.

4.2 Procurement Planning – eHealth Ontario

eHealth Ontario must ensure that Procurement planning is an integral part of its Policy in order to support its business requirements and to ensure sufficient time is allowed to complete the Procurement process.

4.3 Procurement Value

eHealth Ontario must determine the Procurement Value in order to determine the appropriate Procurement approval authority and Procurement method. To determine the Procurement Value, eHealth Ontario must consider all costs and benefits associated with entering a contractual relationship with a third party.

Costs and benefits may include, but are not limited to:

i. price/cost of the goods and/or services;
ii. one-time costs such as site preparation, delivery, installation and documentation;
iii. ongoing operating costs including training, accommodation, support and maintenance;
iv. sale taxes and applicable duties;
v. disposition costs;
vi. premiums, fees, commissions, and interest;
vii. options to renew;
viii. direct payments by eHealth Ontario to the successful vendor(s);
ix. indirect payments by third parties to the successful vendor(s); and
x. any conferred value by the eHealth Ontario to the successful vendor(s).

Examples of conferred value include, but are not limited to, the exchange of goods and/or services in return for other goods and/or services, revenue generating opportunities and partnership agreements with non-profit organizations.

Where a project involves multiple related Procurements, the project's Procurement Value would be determined by the cumulative value of all related Procurements.

For approval purposes, eHealth Ontario should anticipate future needs and include potential Follow-on Agreements as part of the Procurement Value. eHealth Ontario should refer to Section 12.3 for requirements specific to Follow-on Agreements.

eHealth Ontario must not take any actions to reduce the Procurement Value to avoid any requirements of this Policy. Such actions could include subdividing projects, Procurements, or Contracts and awarding multiple consecutive Contracts to the same vendor. The award of multiple consecutive Contracts to the same vendor may only be made where each assignment is unique or where prior approval of a Consulting Services Follow-On Agreement has been received.

4.3.1 Procurement Value Increases

When the Procurement Value increases, eHealth Ontario must ensure it has the appropriate Procurement approval authority to continue and has used the appropriate Procurement method. This is especially important when the Procurement Value Increase causes the Procurement Value to exceed the approval threshold of the original approval. Approval for Procurement Value Increases must be sought prior to proceeding with or continuing the Procurement. Procurement Value Increases may be caused by, but not be limited to, price increases, volume uptake, or other unforeseen circumstances.

It may be determined that certain commodities, such as fuel and food, require contractual provisions for price increases. In these instances, eHealth Ontario should anticipate such increases and ensure that they seek approval from the appropriate Procurement approval authority. eHealth Ontario must also ensure that the Procurement documents, including the Agreement, identify the criterion under which price increases will be permitted including, but not limited to, the framework under which prices increases will be permitted, including but not limited to:

- frequency of price increases;
- the allowable amount of increase; and
- any benchmarks that will be used to confirm the price increase.

4.4 Supply Source

Prior to conducting a Procurement, eHealth Ontario must determine the appropriate supply source for the required goods and/or services taking into consideration the availability of eHealth Ontario's resources.

Where internal eHealth Ontario resources are not available, eHealth Ontario should consider using the following supply sources for goods and services, in the order indicated below:

i. Mandatory Central Common Services
ii. Vendor of Record Arrangements
    a. MGS Enterprise Vendor of Records Arrangements
    b. eHealth Ontario Vendor of Record Arrangements
iii. Optional and Mandatory Central Common Services
iv. Competitive Procurement process

eHealth Ontario may elect to utilize Infrastructure Ontario to procure on its behalf. For these Procurements, management will need to provide information to the Board that confirms that the principles under this Policy have been complied with and that there is clear accountability in place to ensure that the Board fulfills its obligations related to Procurement.

When procuring Commercial-Off-The Shelf (COTS) software, eHealth Ontario must comply with the supply source requirements below. However, prior to conducting an open competitive process it must first be determined if a Ministry Agreement is available or Volume Licensing Agreement is available and appropriate in the context of the business use and this Policy. In this regard, the supply source requirements for COTS are as follows:

- VOR Arrangement
- Volume Licensing Agreement (VLA)
  - resellers
  - direct Sellers
- open competitive Procurement

4.4.1 Vendor of Record Arrangements

MGS Enterprise-wide Vendor of Record arrangements have been established to reduce Procurement costs by providing ministries and agencies with access to one or more contracted vendors of goods and services common to more than one ministry. MGS Enterprise-wide VOR Arrangements may be established only by the Ministry of Government Services (MGS).

eHealth Ontario may use Enterprise VOR arrangements where it has been specified that they are available to the Broader Public Sector. eHealth Ontario may also establish eHealth Ontario-specific VOR Arrangements for the supply of a particular required good/service when that product or service is not available through an enterprise Vendor of Record arrangement.

eHealth Ontario must secure appropriate Procurement approval authority prior to using a VOR Arrangement. The Procurement approval authority requirement is based on the total estimated Procurement Value of the Procurement being conducted under the VOR Arrangement including potential follow on agreements. For projects that involve multiple related Procurements under one or more VOR Arrangements, the Procurement approval authority is based on the total of all the related Procurements.

For VOR Arrangements where there are multiple vendors, a further second stage selection process is required to ensure eHealth Ontario obtains the best value for money (Section 4.4.2.2).

eHealth Ontario must enter into a written Agreement with the successful vendor(s) selected through a VOR Arrangement before the vendor provides its good or services.

New MGS Enterprise VOR arrangements are established on a regular basis. eHealth Ontario should frequently consult www.doingbusiness.mgs.on.ca (For Buyers) for the list of available VOR Arrangements. As this site is available only to registered buyers, eHealth Ontario will designate registered buyers who will review the site from time to time or on request.

4.4.2.1 Establishing VOR Arrangements

VOR Arrangements must be established using an open competitive Procurement process. When establishing an eHealth Ontario specific VOR Arrangement, eHealth Ontario must comply with the principles and mandatory requirements of the Procurement Policy. When establishing VOR Arrangements, eHealth Ontario must:

i. Seek appropriate Procurement approval authority based on the total estimated value of spending expected to occur over the life of the VOR Arrangement.
ii. Establish an appropriate VOR Ceiling Price.
iii. Identify if the VOR Arrangement is to be made mandatory for goods/services valued at less than $25,000.
iv. Determine insurance coverage requirements related to the goods and services being procured and confirm when proof of insurance must be presented. Where insurance is a requirement, it

should be noted that proof of insurance must occur at the second stage process unless identified by eHealth Ontario's Procurement approval as being required when the VOR Arrangement is initially established.

v. Create a VOR User Guide that provides users with information about the VOR Arrangement including vendor contact information and pricing, specific user requirements such as Insurance requirements and any other information identified by the ministry.

4.4.2.2 Conducting a Second Stage Selection Process

When eHealth Ontario is conducting a second stage selection process, a written Procurement document, such as a Request for Solutions (RFSo) or Request for Services (RFSe), must be issued as part of the second-stage selection process. The required second stage selection process is determined by the Procurement Value of all Procurements being conducted under a VOR Arrangement. When eHealth Ontario is using multiple VOR Arrangements, the second stage selection process is determined by the Procurement Value of all Procurements being conducted under each VOR Arrangement. eHealth Ontario must not take any actions to reduce the value of Procurements to avoid second stage selection process requirements.

The Procurement document must be sent to the required number of vendors as follows:

Procurement Value	Minimum Second Stage Requirement
Less than $25,000	eHealth Ontario may invite only 1 vendor unless otherwise specified by the VOR User Guide
$25,000 up to but not including $250,000	eHealth Ontario must invite 3 vendors
$250,000 up to but not including $600,000	eHealth Ontario must invite 5 vendors
$600,000 and above if no ceiling price	eHealth Ontario must invite all eligible vendors
$600,000 up to VOR Ceiling Price (where applicable)	eHealth Ontario must invite all eligible vendors
Above VOR Ceiling Price	eHealth Ontario must use an open competitive Procurement or seek an exemption to the MBC Procurement Directive

Where there are fewer vendors on a VOR Arrangement than those noted above, eHealth Ontario must invite all listed vendors. The Procurement document must include appropriate selection criteria, an evaluation process any other applicable VOR arrangement instructions and also include the SOW to be signed.

If the estimated Procurement Value exceeds the approved VOR Ceiling Price, eHealth Ontario must conduct an open competitive Procurement or seek appropriate approval to exceed the ceiling price.

eHealth Ontario should refer to the VOR user guide for other Procurement process requirements when undertaking a second-stage selection Procurement.

4.5 Procurement Methods

eHealth Ontario must create a Business Case and Procurement approval form for:

i. Any new Procurement which have a Procurement Value at $10,000.00 or more.
ii. In the case of temporary staffing requirements, the request for resources form serves as the Business Case.

eHealth Ontario must select and use the appropriate Procurement method (section 4.4 Supply Source) dependent on the type and value of the Procurement noting that:

- Certain VOR Arrangements have been approved for mandatory use irrespective of the value of the Procurement and where available, must be used. eHealth Ontario Strategic Sourcing and Vendor

Management will ensure that any VOR Arrangements approved for mandatory use will be used where appropriate.

- An invitational competitive Procurement is achieved by requesting a minimum of three (3) qualified vendors to submit a written proposal in response to the requirements of the eHealth Ontario.
- An open competitive Procurement is achieved by issuing Procurement documents using an electronic tendering system.
- All subsequent Procurement following an Initial Procurement must follow a competitive process using the approved supply sources as per section 4.4 and the Procurement methods in section 4.5. Where a non-competitive Procurement process is used, it must meet the conditions of an allowable exception under 4.5.3.2 – Allowable Exceptions – with the appropriate approvals as per the eHealth Ontario DOASP.

4.5.1 Consulting Services Procurements

A competitive Procurement process must be used for all Consulting Services, irrespective of the value of the Procurement.

eHealth Ontario may use an invitational competitive Procurement for Consulting Services valued up to $100,000. If not using a VOR Arrangement, an invitational competitive Procurement is achieved by requesting a minimum of three (3) qualified vendors to submit a written proposal in response to eHealth Ontario's Procurement requirements.

eHealth Ontario must use an open competitive Procurement process for Consulting Services valued at $100,000 or more.

4.5.2 Goods and Non-Consulting Service Procurements

eHealth Ontario is encouraged to conduct a competitive Procurement for goods and non-consulting services with an estimated value of up to $25,000. At a minimum eHealth Ontario will use the following guidelines for Procurements under $25,000 provided the Procurement is done in accordance with the principles of this Policy.

Procurement Value	Number of Quotes Required
$0.00 to $24,999.99	1
$25,000.00 to $99,999.99	3
$100,000.00 and over	VOR or MERX Posting

eHealth Ontario must use an open competitive Procurement process for goods and non-consulting services valued at $25,000 or more, following the guidelines for Supply Source under section 4.4.

All quotes used in the Procurement process will be sourced by Strategic Sourcing and Vendor Management.

4.5.3 Non-Competitive Procurements

Except in unforeseen situations of urgency (see Section 4.5.5), eHealth Ontario must develop a Business Case and secure the appropriate Procurement approvals in writing for all non-competitive Procurements valued at $10,000 or more for goods, and non-consulting services, and for all Consulting Services irrespective of value.

This approval must be secured prior to conducting the non-competitive Procurement. Where approval is being sought for a non-competitive Procurement to renew a Contract with an existing vendor, eHealth Ontario must seek appropriate approvals prior to the contract end date and in sufficient time to permit an alternative Procurement method.

Non-competitive Procurement processes include single and sole source Procurements.

Exceptions exist whereby eHealth Ontario is allowed, subject to appropriate Procurement approval authority, to use a non-competitive process for goods valued at or over $25,000 and non-consulting services valued at or over $100,000. These exceptions adhere to Ontario's Trade Agreements and represent the only allowable circumstances where a non-competitive process may be used. Where eHealth Ontario wishes to use a non-competitive Procurement process, but no allowable exception exists, eHealth Ontario must seek prior approval in accordance with eHealth Ontario's DOASP.

4.5.3.1 Allowable Exceptions

Non-competitive Procurement of goods, consulting and non-consulting services are only allowed in the following circumstance, subject to appropriate Procurement approvals:

a) Where an unforeseen situation of urgency exists and the goods, Consulting Services, services or construction cannot be obtained by means of a competitive Procurement process. An unforeseen situation of urgency does not occur where eHealth Ontario has failed to allow sufficient time to conduct a competitive Procurement process.

   eHealth Ontario must also refer to Section 4.5.5 where an unforeseen situation of urgency exists that prevents eHealth Ontario from seeking appropriate Procurements approvals.

b) Where goods, Consulting or non-consulting Services regarding matters of confidential or privileged nature are to be purchased and the disclosure of those matters through a competitive Procurement process could reasonably be expected to compromise government confidentiality, cause economic disruption or otherwise be contrary to the public interest.

c) Where a contract is awarded under a co-operation agreement that is financed, in whole or in part, by an international organization solely to the extent that the agreement includes different rules for awarding contracts.

d) Where a competitive Procurement process could interfere with the government's ability to maintain security or order or to protect human, animal or plant life or health.

e) Where there is an absence of any bids in response to a competitive Procurement process that has been conducted in compliance with this Policy.

f) Where the Procurement is in support of Aboriginal peoples.

g) Where the Procurement is with a public body.

h) Where only one supplier is able to meet the requirements of a Procurement in the following circumstances:

   i. To ensure compatibility with existing products. Compatibility with existing products may not be allowable if the reason for compatibility is the result of one or more previous non-competitive Procurements.
   ii. To recognize exclusive rights, such as exclusive licenses, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its

representatives.

iii. For the Procurement of goods and services the supply of which is controlled by a supplier that is a statutory monopoly.
iv. For the purchase of goods on a commodity market.
v. For work to be performed on or about a leased building or portions thereof that may be performed only by the lessor.
vi. For work to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect to the property or original work.
vii. For the Procurement of original works of art.
viii. For the Procurement of subscriptions to newspapers, magazines or other periodicals.

4.5.4 Non-Competitive Procurements Business Case Requirements

Written documentation for non-competitive Procurements must include:

a) A description of the business requirements.

b) A description of the proposed non-competitive Procurement process including the approximate value and the estimated Agreement start and end dates.

c) The allowable exception which has been identified to support the non-competitive Procurement. For allowable exceptions where only one vendor is able to meet the requirements eHealth Ontario must include documentary evidence supporting this exception. Where no allowable exception exists, an exemption to the MBC Procurement Directive must be sought in accordance with the DOASP. eHealth Ontario must identify the mandatory requirement(s) from which it seeks to be exempted.

d) The rationale for using a non-competitive Procurement process including the circumstances that prevent the use of a competitive Procurement process. The rationale must support the permissible exception or exemption being requested.

e) Identifying if the selected vendor has previously been awarded a Contract with eHealth Ontario within the past five (5) years for the same or closely related requirements, and the type of Procurement process(es) used.

4.5.5 Non-Competitive Procurements for Unforeseen Situations of Urgency

Where a non-competitive Procurement is required due to an unforeseeable situation of urgency, eHealth Ontario may conduct the Procurement with the formal approval of eHealth Ontario's Chief Executive Officer. eHealth Ontario must promptly notify the Ministry, who will notify the Secretary of MBC and report back to the Ministry on the circumstances and justification of the urgency once the situation is under control. Subsequent to the Procurement being executed, a Business Case must be developed to support the rationale for the urgent Procurement. The Business Case must be reviewed and approved in accordance with the DOASP. The report back to the ministry for TB/MBC must include a description of the selection process and results.

An unforeseen situation of urgency does not occur where eHealth Ontario has failed to allow sufficient time to conduct a competitive process.

4.6 Procurement Approvals

4.6.1 Approval Authority

Purchase Orders and Procurement commitments for eHealth Ontario must be made through the Strategic Sourcing and Vendor Management department.

Except in unforeseen urgent situations as identified in Section 4.5.5, eHealth Ontario must seek the necessary approval authority for all Procurements prior to conducting the Procurement, including those establishing or using a VOR, in accordance with the Delegation of Spending and Payment Authority.

Requests for Procurement approvals, and any necessary subsequent approvals such as for Procurement Value Increases, must be in writing. Procurement approvals may be required depending on the Procurement value and the Procurement method.

eHealth Ontario must not take any actions to reduce the value of Procurements to avoid approval authority requirements. Such actions could include subdividing projects, Procurements, or Contracts and awarding multiple consecutive Contracts to the same vendor.

eHealth Ontario is required to obtain appropriate approvals for all Procurements in accordance with the Agency's approved governance structure for Procurement.

4.6.1.1 Consulting Services Procurement Approvals

For approval purposes, eHealth Ontario should anticipate future needs and include potential follow on Agreements as part of the Procurement Value. eHealth Ontario must refer to Section 12.3 for requirements specific to follow on Agreements.

For Consulting Services Agreements, a ceiling price must be established in the Agreement with a successful vendor(s). The Agreement Ceiling Price must reflect the total value of the Agreement including potential follow-on Agreements. The Agreement Ceiling Price cannot exceed the Procurement Value identified in the Procurement approval. Once established, eHealth Ontario is not permitted to make changes to the Agreement Ceiling Price unless allowed by contractual provisions.

It is acknowledged that Agreement Ceiling Price increases may be required over the term of an Agreement. eHealth Ontario is encouraged to avoid such increases through appropriate Procurement planning.

Where eHealth Ontario has established that an Agreement Ceiling Price increase is required, it must seek prior written approval in accordance with the DOASP.

In seeking written approval, eHealth Ontario must identify the framework used to confirm that the increased vendor costs are justified and how the eHealth Ontario continues to obtain value for money. Prior to implementing a ceiling price increase, eHealth Ontario must determine whether the increase causes the total Procurement Value to exceed the original Procurement approval. If so, changes to the Agreement Ceiling Price must not be made until eHealth Ontario has sought new Procurement approval authority as appropriate.

eHealth Ontario must consult legal counsel in this regard to identify required changes to the Agreement's terms and conditions related to the Agreement Ceiling Price increase.

4.6.2 Procurement Approval Levels for Consulting Services, Goods and Non-Consulting Services

Funded eHealth Ontario Procurement approval requirements as per the DOASP.

For Procurements where approval authority is within eHealth Ontario's approval threshold, eHealth Ontario's DOASP applies.

The Chief Executive Officer may delegate authority to an appropriate eHealth Ontario official(s), in accordance with the DOASP, for Procurements valued within eHealth Ontario approval authority. Approval authority may not be delegated for non-competitive consulting services Procurements. For Procurements valued within eHealth Ontario approval authority with the exception of those for non-competitive

consulting services.

eHealth Ontario must not take any actions to reduce the value of Procurements to avoid approval authority requirements. Such actions could include subdividing projects, Procurements, or Contracts and awarding multiple consecutive Contracts to the same vendor.

5 PROCUREMENT PROCESS

5.1 Research and Consultation

eHealth Ontario may decide to engage in a vendor consultation process prior to initiating a competitive Procurement process such as issuing a Request for Information or draft Request for Proposal. This consultation process must be conducted solely for information gathering purposes or to market test a proposed Procurement scope, approach and process. eHealth Ontario must not apply mandatory participation of vendors in the research and consultation process as a condition for future bidding and must not solicit or accept formal submissions from vendors during the consultation process.

5.2 Procurement Documents

To enable fair comparison of vendor submissions, Procurement documents must be in writing and include sufficient details concerning the submission requirements.

eHealth Ontario should include the following information in all Procurement documentation:

a) A description of the required goods or services in generic and/or functional terms specific to the business needs that the good or service will serve, as well as any optional components that are being priced separately. When the use of non-generic and/or non-functional terms is appropriate, the specifications must deal with performance requirements and exclude all features that could unfairly confer an advantage to certain vendors. Where the quantity of the goods or services is unknown, the estimated quantity should be included.

   Where technical standards are used to define specifications, except for those required by law, eHealth Ontario must ensure that they do not create an unnecessary barrier to trade and note that they will consider any equivalency proposals submitted by vendors for solutions that meet performance requirements but are based on standards other than those expressed in the Procurement document.

   For IT Procurements, eHealth Ontario may express requirements in terms of corporate or eHealth Ontario Information Technology standards as an alternative to functional terms. Such standards must have been established through a prior competitive process or otherwise approved by the Management Board of Cabinet or the Information Technology Standards Council.

b) Full disclosure of the evaluation criteria and process to be used in assessing submissions. eHealth Ontario must pay particular attention to apply the maximum justifiable weighting to price/cost as part of the evaluation process but may also consider other criteria directly related to the Procurement including quality, quantity, delivery, servicing, experience, financial capacity of the vendor, and any other criteria directly related to the Procurement. Other considerations may be taken into account as part of the evaluation criteria as appropriate.

c) For IT Procurements, eHealth Ontario must assess conversion costs, if appropriate. In establishing the evaluation criteria and weighting of conversion costs, eHealth Ontario must not unduly favour an incumbent vendor or unduly disadvantage non-incumbent vendors.

d) The name, telephone number and location of the person to contact for additional information on the Procurement documents.

d) Conditions that must be met before obtaining Procurement documents such as confidentiality agreements, if appropriate.

e) The address, date and time limit for submitting responses to Procurement documents. Responses received after the closing date and time must be returned unopened.

f) The time and place of the opening of the responses in the event of a public opening.

g) Declaration that the vendor has not given, directly or indirectly, a benefit of any kind to anyone employed by, or otherwise connected with, eHealth Ontario for the purpose of receiving favourable treatment or otherwise obtaining an advantage in connection with eHealth Ontario Procurement activity;

h) Notice that any confidential information supplied to the eHealth Ontario may be disclosed by the eHealth Ontario where it is obliged to do so under the Freedom of Information and Protection of Privacy Act (FIPPA), by an order of a court or tribunal or otherwise by law.

i) Conflict of interest provisions that:

- define conflict of interest to include:
  - situations or circumstances that could give a vendor an unfair advantage during a Procurement process or compromise the ability of a vendor to perform its obligations under the Agreement;
  - the offer or giving of a benefit of any kind, by or on behalf of a vendor to anyone employed by, or otherwise connected with eHealth Ontario
- reserve the right to solely determine whether any situation or circumstance constitutes a conflict of interest;
- reserve the right to disqualify prospective vendors from a Procurement process due to conflict of interest;
- require prospective vendors participating in a Procurement process to declare any actual or potential conflict of interest;
- require vendors to avoid any conflict of interest during the performance of their contractual obligations for eHealth Ontario
- require vendors to disclose any actual or potential conflict of interest arising during the performance of a Contract;
- reserve the right to prescribe the manner in which a vendor should resolve a conflict of interest;
- allow eHealth Ontario to terminate a Contract where a vendor fails to disclose any actual or potential conflict of interest or fails to resolve its conflict of interest as directed by the eHealth Ontario; and
- allow the Contract to be terminated where a conflict of interest cannot be resolved.

j) The form of Agreement the successful vendor(s) is expected to sign. Appropriate termination clauses must be included in Agreements. As appropriate, mechanisms for amending the Agreement from time to time should also be included.

k) Other mandatory policy requirements as appropriate.

l) Other information as deemed appropriate.

eHealth Ontario must consult with legal counsel regarding their Procurement documents, including the implementation and application of updated Agreement terms and conditions.

5.3 Electronic Tendering

eHealth Ontario must use electronic tendering for open competitive Procurements valued at or above $25,000 for goods and at or above $100,000 for services. eHealth Ontario may use the electronic tendering system established by the Ministry of Government Services. The Ministry of Government Services has established an agreement with MERX™ (www.merx.com) to provide electronic tendering services to the Ontario Government. Certain standard elements must be included in the different forms of Procurement documentation that are posted. eHealth Ontario must consult the MERX™ site to confirm its posting requirements.

In addition to the electronic tendering system, eHealth Ontario may also advertise in a national newspaper accessible to all Canadian suppliers or the daily commercial news.

eHealth Ontario must include a French language summary of the Procurement as part of the Procurement notice.

5.4 Bid Response Time

eHealth Ontario must provide sufficient time for vendors to prepare and submit bid responses in view of all relevant factors such as, but not limited to, time needed by the vendor to properly disseminate the information, complexity, risk, seasonality, and best practices within the relevant industry.

For all Procurements with a Procurement Value less than $100,000, eHealth Ontario must provide vendors with sufficient time as described above.

For all Procurements with a Procurement Value of $100,000 up to $559,999, eHealth Ontario must allow at least fifteen (15) calendar days.

For all Procurements with a Procurement Value of $560,000 or more, eHealth Ontario must allow at least thirty (30) calendar days.

For Procurements valued at $560,000 or more, eHealth Ontario may reduce the posting period to twenty (20) calendar days if they issue a notice of Procurement more than forty (40) days in advance of the planned Procurement. A notice of Procurement could include, but is not limited to, a draft RFP or pre-release notice issued on the designated electronic tendering system.

5.5 Additional Information

Any additional information, clarification or modification of the Procurement documents must be provided in the same manner as the Procurement document via an amendment or addendum and must be released in a manner available to all vendors in sufficient time prior to the submission deadline to allow bidders sufficient time to submit a responsive bid. The submission deadline may be extended to ensure sufficient time is provided to bidders.

5.6 Evaluation Process

eHealth Ontario must evaluate the bid responses received consistently and in accordance with the evaluation criteria, rating and methodology set out in the Procurement document.

eHealth Ontario must require individuals participating in the evaluation of bid responses to immediately declare any potential conflict of interest and immediately address any declarations.

Typically, an evaluation process is comprised of three components - mandatory requirements, rated requirements and price/cost.

eHealth Ontario must pay particular attention to apply the maximum justifiable weighting to price/cost but can also take into account quality, quantity, delivery, servicing, experience, financial capacity of the vendor, and any other criteria directly related to the Procurement as expressed in the Procurement document.

Where a vendor is disqualified for non-compliance of a mandatory requirement or fails to meet a minimum rated requirements score, as identified in the Procurement document, no further evaluation can take place.

The evaluation of price/cost must be undertaken after the completion of the evaluation of the mandatory requirements and any other rated criteria.

The evaluation process to be used in assessing a vendor's submission must be fully disclosed in the Procurement document. A full disclosure of the evaluation methodology and process includes, but is not limited, to:

a) A clear articulation of all mandatory requirements, which must indicate if the mandatory requirements will be assessed on a pass/fail basis and indicate how vendors achieve a passing grade.

b) All weights, including sub-weights, for rated requirements.

c) Description of any short-listing processes, including any minimum rated score requirements.

d) The role and weighting, if applicable, of reference checks, oral interviews, demonstrations and site visits.

e) Descriptions of the price/cost evaluation methodology including the use of scenarios in the evaluation process, to determine costs for specific volumes and/or service levels.

Where Procurement documents state that eHealth Ontario will consider any equivalency proposals submitted by vendors for solutions that meet performance requirements but are based on standards other than those expressed in the Procurement document, the assessment process must be undertaken in the manner outlined in the Procurement document and documented as part of the evaluation process.

In responding to Procurement documents, vendors may sometimes propose alternative strategies or solutions to the business needs or apply conditions to their responses. eHealth Ontario must clearly state in the Procurement document that they will consider alternative strategies. Unless expressly stated in the Procurement documents, alternative strategies or solutions proposed by a vendor must not be considered.

Where eHealth Ontario support alternative strategies or solutions, the Procurement document must expressly request alternative solutions and describe how alternatives will be considered in the evaluation process.

Following the evaluation process, eHealth Ontario may select only the highest ranked submission(s) that have met all mandatory requirements set out in the related Procurement document.

5.7 Vendor Debriefings

For all Procurements valued at $25,000 or more, eHealth Ontario must ensure that all vendors that participated in the Procurement are offered an opportunity for a debriefing. Vendors have a right to a debriefing only after the legal Agreement between the successful vendor(s) and eHealth Ontario has been signed.

5.7.1 Scheduling Vendor Debriefing Meetings

In scheduling vendor debriefings, eHealth Ontario must:

a) Confirm the right to a debriefing, in writing, and allow vendors sixty (60) calendar days following the date of the written communication to respond;

b) Confirm the date and time of the debriefing session in writing;

c) Conduct vendor debriefings individually;

d) Ensure that the same participant(s) from eHealth Ontario participate in every debriefing conducted. If eHealth Ontario has used a Fairness Commissioner in the Procurement process such Commissioner may be invited to participate in the debriefing but must not conduct the debriefings;

e) Retain all correspondence and documentation relevant to the debriefing session as part of the Procurement documentation (Section 6).

5.7.2 Conducting Vendor Debriefings

In conducting vendor debriefing meetings, eHealth Ontario must:

a) Provide a general overview of the evaluation process set out in the Procurement document;

b) Provide the name, address, and total bid price, where applicable, of the successful vendor as well as the Agreement award notice information (Section 6.9);

c) Discuss the strengths and weaknesses of the vendor's submission in relation to the specific evaluation criteria and the vendor's evaluated score. If more than one price is evaluated, eHealth Ontario may provide the vendor's evaluation scores and their evaluation ranking (e.g. 3rd of 5);

d) Provide suggestions on how the vendor may improve future submissions;

e) Receive feedback from the vendor on current Procurement processes/practices; and

f) Address specific questions and issues raised by the vendor in relation to his/her submission.

In addition, eHealth Ontario may, at its discretion also provide the name(s) and address(es) of all vendors who participated in the Procurement including qualified and disqualified proponents/bidders as well as those who submitted "no bid".

In conducting vendor debriefings, eHealth Ontario must not disclose information concerning other vendors, other than that specified above, as it may contain confidential third party proprietary information subject to the mandatory third party exemption under the Freedom of Information and Protection of Privacy Act (FIPPA) as amended. If a vendor makes such a request, the vendor must be advised that a formal freedom of information request can be submitted to the ministry's Freedom of Information and Privacy Office. Questions unrelated to the Procurement process must not be responded to during the debriefing and must be noted as out of scope based on the debriefing process agreed to in the Procurement documents.

5.8 Contract Management

All Procurement of goods and services and the resulting Contracts, must be responsibly and effectively managed by eHealth Ontario. Following the Procurement process, the responsibilities of both eHealth Ontario and the successful vendor must be defined formally in a signed written Contract before the provision of the goods or services commences.

The Contract may be finalized using the form of Agreement/Contract that was released with the Procurement document. When executing the Contract, eHealth Ontario must obtain the vendor signature before obtaining the designated eHealth Ontario signature.

All Contracts must include appropriate cancellation or termination clauses and appropriate legal advice should be sought on the development of these clauses. Particularly for goods and services procured as part of an I&IT project, the use of Contract clauses that permit cancellation or termination at critical project lifecycle stages must be included where appropriate.

The terms of the Agreement, and any options to extend the Agreement, must be set out in the Procurement document. Changes to the terms of the Agreement may change the Procurement value. Prior written approval by the appropriate approval authority is necessary before changing Contract start and end dates. Extensions to the terms of Agreement beyond what is set out in the Procurement document are considered non-competitive Procurements and appropriate approval authority must be obtained prior to proceeding.

Particular attention should be paid to the following in managing Procurement Contracts:

- All payments must be in accordance with provisions of the Agreement;
- All payments for applicable expenses must be in accordance with eHealth Ontario's *Travel, Meal and Hospitality Expenses Policy*.
- Any overpayment must be recovered;
- All assignments must be properly documented;
- Vendor performance and compliance with the terms of the Agreement must be managed and documented, and any performance issues must be promptly addressed;
- All required approvals must be obtained for any Procurement Value increases and ceiling price increases or other changes in terms and conditions of the Agreement; and,
- Knowledge transfer to eHealth Ontario staff must take place, where applicable.

5.9 Post Contract Award Notification

For goods over $25,000 and services over $100,000, eHealth Ontario must post, in the same manner the Procurement documents were posted, the name(s) of the successful vendor(s), Agreement start and end dates including any options for extension and the total Agreement value upon completion of the evaluation process and after execution of the Contract with the successful vendor(s). eHealth Ontario must post contract award notification within 72 days after the Contract has been signed by both eHealth Ontario and the vendor.

Posting Contract award information does not apply to the second stage selection process when using a Vendor of Record Arrangement.

6 DOCUMENTATION AND RECORD RETENTION

eHealth Ontario must ensure that all Procurement decisions and decision making processes are recorded to account for and support the re-construction of facts related to a Procurement. eHealth Ontario must:

- establish a file naming convention that will permit related Procurement documents to be associated with each other;
- retain Procurement records in compliance with the Government of Ontario Common Schedule for Administrative Records;
- manage Procurement Agreements and documentation to ensure that eHealth Ontario can respond to any requests for information, vendor inquiries, debriefing requests, audits and legal challenges in a relevant, reliable, comprehensive and timely fashion.

Procurement process documentation includes, but is not limited to, the following:

a) a copy of the Procurement justification or Business Case;

b) information regarding all vendor consultations, including any requests for information

undertaken in the development of the Procurement business case and/or Procurement documents;

c) evidence that all required approvals were obtained;

d) copies of all Procurement documents used to qualify and select the vendor;

e) where the Procurement was conducted through a Vendor of Record arrangement, information regarding the second stage selection process used to select the particular Vendor of Record;

f) copies of all advertisements of Procurement documents;

g) information relating to compliance with the *Ontarians with Disabilities Act, 2001* where applicable;

h) information specifying the desired accessibility standards in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005*, and provide for the evaluation of proposals with respect to those standards;

i) copies of all responses, submissions, proposals and bids received in response to Procurement documents including the conflict of interest declaration;

j) information regarding any issues that arose during the Procurement process;

k) information regarding all evaluations of submissions, proposals and bids received in response to Procurement documents;

l) information regarding all vendor debriefings including written documentation of the offer of vendor debriefing where applicable;

m) copies of all award letters, notices, and posted announcements;

n) copies of the Agreement(s);

o) information regarding all changes to the terms and conditions of the Agreement, including any changes that resulted in an increase in the Agreement price;

p) information regarding the management of the vendor, including how the vendor's performance was monitored and managed and, where applicable, mechanisms used to transfer knowledge from the vendor to staff;

q) risk assessment information and recommendations, where applicable;

r) contractor security screening decisions, where applicable;

s) information regarding all disputes or vendor complaints regarding the Procurement including any Agreement disputes;

t) evidence of receipt of deliverables; and

u) any other documentation as identified.

7. ANNUAL REPORTING

eHealth Ontario must maintain Procurement records and develop annual reports related to Procurement activities.

Each year, eHealth Ontario Strategic Procurement and Vendor Management will provide a summary report on Procurement activity to Senior Management and the Board of Directors.

8. OTHER RELATED POLICIES

8.1 Ontario Trade Agreements

Ontario is party to certain inter-provincial and national trade agreements. Ontario has also made commitments pursuant to certain international trade agreements.

Ontario must conduct its Procurements in a prescribed manner in order to adhere to these agreements.

Where requirements in the Trade Agreements differ from this policy, eHealth Ontario must comply with this Policy. If eHealth Ontario engages in Procurements to which the Trade Agreements do not apply, eHealth Ontario must still conduct the Procurement in accordance with the requirements of this Policy. Should this occur, consult with the Ministry of Government Services' Supply Chain Management Division.

eHealth Ontario, as an "Other Included Entity", may be subject to Ontario's Trade Agreements including requirements for contracting rules, buying groups, exclusions and dispute resolution. Other Included Entities that are subject to Ontario's Trade Agreements must ensure that their Procurement policy reflects the requirements of Ontario's Trade Agreements as appropriate.

8.2 Contractor Security Screening

Contractor security clearance may be required for vendors selected to provide goods and services to the Ontario Public Service. eHealth Ontario must ensure that the following documents are complete prior to a contractor's start date:

1. Canadian Police Information Centre (CPIC)
2. Privacy and Security Standard of Conduct (SOC).

Where contractor security clearance is required, it is the obligation of eHealth Ontario to ensure that all necessary clearance is received prior to signing an Agreement with a successful vendor.

8.3 Business Continuity Planning

When procuring goods and services, eHealth Ontario must consider how the Procurement(s) will affect their obligations under the Business Continuity Plan and take appropriate measures to ensure that in a state of emergency, its supply chain is not disrupted in a manner that will prevent the delivery of time-critical functions and services. If required, eHealth Ontario is encouraged to contact its business continuity co-ordinators to determine if their Procurement supports time-critical functions and services.

Where appropriate, eHealth Ontario must determine the requirement for business continuity assurances from vendor(s) with whom they will establish an Agreement including whether this should be an evaluated requirement. The need for such assurances must be in the original Procurement documents including the form of Agreement. eHealth Ontario must ensure that they communicate these requirements when seeking assistance from legal counsel.

8.4 Protection of Personal and Sensitive Information

Prior to undertaking any Procurement of goods and/or services that may result in the release of personal or sensitive information, eHealth Ontario must conduct a risk assessment that includes undertaking a

Privacy Impact Assessment (PIA) and a Threat Risk Assessment (TRA). Any information that is to be released must comply with applicable privacy legislation.

8.5 Storage of Personal Information or Program Data

Personal information or program data that is considered confidential and essential to the operation of programs or considered as medium-sensitive or highly-sensitive must be stored and processed in accordance with eHealth Ontario IT standards.

8.6 Accessibility Obligations

eHealth Ontario must comply with the *Accessibility for Ontarians with Disabilities Act, 2005* and the standards mandated by it through enacted regulation. The *Accessibility for Ontarians with Disabilities Act, 2005* outlines new, mandatory accessibility standards in many areas.

The *Ontarians with Disabilities Act, 2005* requires that "In deciding to purchase goods or services through the Procurement process for the use of itself, its employees or the public, the Government of Ontario shall have regard to the accessibility for persons with disabilities to the goods or service." eHealth Ontario must consider accessibility when procuring goods and/or services. Where applicable, Procurement documents should specify the desired accessibility standard to be met and provide for the evaluation of proposals in respect of those standards.

The *Accessibility for Ontarians with Disabilities Act, 2005* lays out a comprehensive road map to make Ontario accessible to all people by 2025 through the development, implementation and enforcement of new, mandatory accessibility standards in many areas. eHealth Ontario must comply with the AODA and the standards mandated by it through enacted regulation. Where applicable, Procurement documents should specify the desired accessibility standards in compliance with the AODA and provide for the evaluation of proposals with respect to those standards.

9 CORPORATE CARD PROGRAM

9.1 Purchasing Card Program

The Purchasing Card is a mechanism for acquiring and paying for low dollar value goods and services. Use of the Purchasing Card reduces the administrative costs of payables associated with low dollar value purchases; improves cash flow and accounts receivable status for vendors; reduces petty cash and accountable advance usage and simplifies the purchase process for employees.

The Purchasing Card must be used for low dollar value purchases. Employees using the purchasing card must not circumvent government or ministry Procurement policies and are required to agree to the terms and conditions of purchasing card use.

eHealth Ontario must follow the Delegation of Spending Authority policy to determine which employees will be approved for a purchasing card.

Although purchasing cards are issued in the name of the employee eHealth Ontario is liable for all charges. The purchasing card must not be used for:

- personal purchases including points or rewards programs;
- cash advances;
- computer software purchases without prior approval by the appropriate ministry authority and/or IT authority (i.e. IT Cluster and/or OCCIO);

- expenses for fleet vehicles including repairs, maintenance and fuel for those using a fleet management system (these costs must be charged to the fleet management card);
- salaries and wages (except for Temporary Help Services); and
- travel and travel-related expenses.

For greater clarity please refer to the eHealth Ontario Purchasing Card Policy and Purchasing Card Guidelines

10 ASSET MANAGEMENT

eHealth Ontario must establish and maintain appropriate systems to enable the effective management and security of assets procured by the eHealth Ontario, including the periodic physical verification and reconciliation of moveable assets at least once every four (4) years and consumable supplies at least once every two (2) years.

11 CONSULTING SERVICES

eHealth Ontario must adhere to the following requirements specific to Consulting Services.

Consulting Services refers to the provision of expertise or strategic advice that is presented for consideration and decision-making such as:

- management consulting (i.e. helping eHealth Ontario improve its performance, primarily through the analysis of existing problems and development of plans for improvement. This includes organizational change management assistance and strategy development.);
- information technology consulting (i.e. advisory services that help clients assess different technology strategies, including aligning their technology strategy with their business or process strategy);
- technical consulting (i.e. activities related to actuarial science, appraisal, community planning, employment / placement, engineering, health sciences, interior design, realty, social sciences);
- research and development (i.e. investigative study for the purpose of increasing the available store of knowledge and/or information on a particular subject);
- policy consulting (i.e. the provision of advisory services to provide policy options, analysis and evaluation); and
- communication consulting (i.e. the provision of strategy and advice in conveying information through various channels and media).

Consulting Services do not include services in which the physical component of an activity would predominate: for example, services for the operation and maintenance of a facility or plant; water-testing services; exploratory drilling services; surveying; temporary help services; training/education instructors; employee/placement, auditing services and aerial photography.

Consulting Services do not include any licensed professional services provided by medical doctors, dentists, nurses, pharmacists, veterinarians, engineers, land surveyors, architects, charged accountants, lawyers and notaries in their regulated capacities.

Consulting Services assignments must have a start and end date. Any change to a Consulting Services Agreement, including the end date of the Agreement, may affect the Procurement Value. eHealth Ontario must ensure they have prior appropriate approval authority in this regard.

12 APPROVAL OF VENDOR SELECTION

Vendor selection approval must be in accordance with the DOASP.

12.1 Terms of Reference

Clear terms of reference for the consulting assignment, including: objectives, background, scope, constraints, staff responsibilities, tangible deliverables/results, timing, progress reporting, approval requirements, and, where applicable, knowledge transfer requirements must be established.

12.2 Assignment Substantiation

External Consulting Services must not be procured when existing internal resources are available for the assignment. If a decision is made to use Consulting Services, eHealth Ontario must document its prior consideration of using internal eHealth Ontario resources as part of the Procurement documentation. For long-term and/or ongoing needs, eHealth Ontario must substantiate the use of external Consulting Services over recruitment of internal resources.

Consultants must not perform functions normally assumed by management including supervising and hiring staff and other consultants. In addition, consultants must not prepare or access government confidential information without appropriate non-disclosure/confidentiality agreements being in place.
Where Cabinet records or solicitor client privileged records are at issue, legal counsel should be consulted.

eHealth Ontario shall co-ordinate, monitor and control the combined efforts of internal and external resources to ensure satisfactory completion of consulting assignments on schedule and within budget. When applicable, a transfer of knowledge must occur from consultant to eHealth Ontario staff to avoid a continuous reliance on consultants.

12.3 Follow-On Agreements

A follow-on Agreement is one that follows and is related to an already completed Agreement. Follow-on Agreements allow eHealth Ontario to structure a Procurement into several smaller portions for reasons of complexity, size, uncertainty or improved management control.

Follow-on Agreements are permitted only where an open competitive Procurement or VOR arrangement has been used to select a vendor. The total value of the Agreements, where under a VOR Arrangement is used, must not exceed the value of the VOR ceiling limit, where it exists.

Prior to entering into a follow-on Agreement the following activities must take place:

- Appropriate written approval must be obtained prior to entering the original Agreement;
- Procurement approval authority must be obtained based on the total value of the work in the original Agreement and the follow-on Agreements;
- The terms of the original Agreement must be fulfilled and vendor performance deemed satisfactory;
- The appropriate Procurement method must be used for the original Agreement such as a VOR Arrangement or an open competitive Procurement;
- The Procurement documents for the original work must disclose the total potential scope of work to be completed.
- The Procurement documents supporting an extension of an existing Agreement or a follow-on Agreement including a Business Case must be approved in accordance with eHealth Ontario's

DOASP.

13 INFORMATION TECHNOLOGY

In addition to the mandatory requirements set forth in Section 3, eHealth Ontario must adhere to the following requirements specific to IT. These requirements apply whether licensing, renting, leasing or purchasing IT.

13.1 Acquisition of Information Technology

All eHealth Ontario acquisitions of information technology shall conform to applicable eHealth Ontario policies, architectures and standards.

13.2 Alternative Financing

Where the estimated total Contract value of a Procurement is $1M or more, eHealth Ontario must consider alternative financing arrangements for the proposed information technology. This should be documented in the Business Case.

13.3 Information Technology Standards

eHealth Ontario must comply with all applicable enterprise-wide corporate information technology standards.

eHealth Ontario may establish internal information technology standards that apply to eHealth Ontario only, provided that such standards are in accordance with the Delegation of Spending and Payment Authority policy and these standards do not conflict with eHealth Ontario information technology standards and that they are established on the basis of a fair, open and transparent competitive process.

13.4 Maintenance and Support

eHealth Ontario must include the acquisition of maintenance and/or support over the estimated life of the IT installation as part of the Procurement Value. For previously installed software or hardware, where maintenance and/or support was not included in the Procurement approval or where maintenance and/or support services will expire, eHealth Ontario must seek the appropriate Procurement approvals for the balance of the intended installation period or next anniversary of the installation when maintenance and/or support will be required.

13.5 Agreement Terms and Conditions

eHealth Ontario must implement and consistently apply updated Agreement terms and conditions in IT Procurement documents that are made periodically to align with changes to government policy. eHealth Ontario must consult with legal counsel regarding their Procurement documents including the implementation and application of updated Agreement terms and conditions.

14 LARGE PROJECTS

In addition to the requirements set out in the Procurement Policy, eHealth Ontario must adhere to the following requirements specific to Large Projects.

14.1 Procurement Planning for Large Projects

When undertaking Procurements related to complex projects involving either IT and/or significant transformation of eHealth Ontario business processes and operations, eHealth Ontario must ensure that a Procurement plan is developed and implemented. The project Procurement plan must be appropriate

to and aligned with the key business objectives of the project and provide sufficient detail of all required Procurements to successfully meet the key business objectives. eHealth Ontario may consider sub-dividing a project-related Procurement(s) into several smaller Procurements for the purposes of complexity, size, uncertainty, or improved management control but not to circumvent approval authorities.

To maximize alignment with the business objectives, the Procurement(s) should be conducted by project team members responsible for both project delivery and Agreement management and supported by Procurement experts. In this regard, the Procurement experts should play an advisory role to the project team. eHealth Ontario must also consider the use of a Fairness Commissioner to ensure the consistent application of the Procurement processes. Where eHealth Ontario use a Fairness Commissioner, they must be engaged throughout the entire Procurement process.

When developing the project Procurement plan, eHealth Ontario must ensure that all of the mandatory requirements of this Policy are addressed.

14.2 Separation of Design and Build in Procurement Process

For Procurements that involve design and build phases, eHealth Ontario must separate these phases in the Procurement process. This can be accomplished by conducting a single Procurement with the build phase being subject to the successful completion of the design phase or by conducting separate Procurements.

Where eHealth Ontario determines it appropriate to conduct a single Procurement, whereby the same vendor would provide both design and build services, eHealth Ontario must validate the satisfactory completion of the design phase before proceeding with the build phase. eHealth Ontario must ensure that the Procurement documents, especially the Agreement, clearly outline the criteria by which satisfactory completion will be measured. eHealth Ontario must consult with, and provide direction to, eHealth Ontario legal counsel regarding the appropriate completion and approval criteria for the Procurement.

eHealth Ontario must ensure that appropriate design review and approval by the project governance structure occurs prior to proceeding to the build stage.

Where eHealth Ontario conducts separate Procurements for the design phase and the build phase of a project, eHealth Ontario must determine whether or not the successful vendor(s) at the design phase will be permitted to participate in the build stage and clearly indicate this in the design phase Procurement documents. As appropriate, eHealth Ontario is encouraged to allow the successful design vendor(s) to bid on the build phase.

eHealth Ontario must provide full disclosure of the design and the design vendor(s) in the build phase Procurement documents including whether or not the successful design vendor(s) are permitted to bid. eHealth Ontario must also ensure all interested vendors have access to the same information made available to the successful design vendor(s). eHealth Ontario must do this either through the Procurement documents or other mechanisms such as a reading room accessible to all vendors interested in responding to the Procurement.

15 RESPONSIBILITIES

Minister of Health and Long-Term Care

i. Approve in writing, in conjunction with the Deputy Minister, the use of all non-competitive Procurement processes for Consulting Services valued at $100,000 and up to $1M; and
ii. Approve, in writing, any submissions to TB/MBC.

Management Board of Cabinet

I. Approve non-competitive Consulting Services Procurements valued at $1M or more; and
Ii. Approve exemptions from the mandatory requirements contained in the MBC Procurement Directive.

eHealth Ontario - Board of Directors

The Board of Directors is responsible for:

i. Establishing the principles of Procurement in this Policy;
ii. Ensuring that procedures are in place to ensure compliance with this Policy;
iii. Approving Procurements including non-competitive Procurement, as per the DOASP;
iv. Submitting to MOHLTC for approval, the Procurement strategy for non-competitive Procurement processes for Consulting Services valued at $100,000 or more;
v. Submitting to MOHLTC for approval, the Procurement strategy for projects with a projected cost of $10M or more; and
vi. Approving exceptions to this Policy based on the DOASP.

eHealth Ontario - President & Chief Executive Officer

The President & Chief Executive Officer is responsible for:

i. Overseeing the development and implementation of Procurement procedures and guidelines to ensure compliance with this Policy;
Ii. Ensuring this Policy is communicated and accessible to all eHealth Ontario personnel;
iii. Approving exceptions to this Policy based on the DOASP;
iv. Approving Procurements in accordance with the DOASP;;
v. Advising the Board of Directors of high risk Procurement issues;
vi. Reporting to the Board of Directors, as may be required by the Board, on compliance with the Policy;
vii. Designating an executive who will be responsible for ensuring compliance with this Policy;
viii. Annual Business Planning; and
ix. Periodic review of this Policy to ensure compliance with the mandatory requirements of theMBCProcurement Directive.

16 DEFINITIONS

"Agreement" means the formal written document between eHealth Ontario and the successful vendor or consultant that will be entered into at the end of the Procurement process.

"Agreement Ceiling Price" means the total cost for specified goods/services as established in the Agreement with a third party.

"Allowable Exception" means specific situations outlined in section 4.5.3.1 (allowable exceptions) of this document where the use of a non-competitive Procurement process is allowable for the acquisition of goods and services, provided that prior approval is received from the prescribed approval authority.

"AODA" means the Accessibility for Ontarians with Disabilities Act, 2005.

"Annual Business Plan" or "ABP" is the annual planning process for eHealth Ontario used to plan the upcoming years' activity, Procurement and resource requirements.

"Broader Public Sector" means broader public sector organization as defined by the *Broader Public Sector Accountability Act, 2010.*

"Business Case" means an internal eHealth Ontario document used to begin the process of Procurement. It includes the business justification for Procurement of goods or services, the options to proceed, a risk analysis of options and a final recommendation.

"Central Common Services" means those services available to be provided by one ministry or agency to all other Ministries that have been designated by the Ministry of Government Services as Central Common Services.

"CIO" means the Chief Information Officer of eHealth Ontario.

"Consulting Service" means the provision of expertise or strategic advice that is presented for consideration and decision-making.

"Contract" means collectively (a) the Agreement including any schedules (b) RFx Procurement documents, including any addenda; (c) the Proposal; and (d) any amendments executed in accordance with the terms of the Agreement; (e) any Statements of Work (SOW) as may be agreed to by the parties pursuant to the Agreement; and (f) any ancillary documentation agreed to by the parties in accordance with the terms of the Agreement.

"COTS product" means Commercial-Off-The-Shelf software or pre-packaged software.

"COTS product and related services" means Commercial-Off-The-Shelf software or pre-packaged software and related services including, but not limited to, maintenance, technical support services, installation, training, configuration and implementation services but excluding, consulting services, equipment and hardware.

"Crown" means Her Majesty the Queen in right of Ontario.

"DOASP" means eHealth Ontario's Delegation of Authority Spending and Payment policy.

"Electronic Tendering System" means a computer-based system that provides vendors with access to information related to open competitive Procurements.

"Exemption" means an approval for a non-competitive Procurement process for the acquisition of goods or services at a specific value or to be excluded from a specific mandatory requirement prescribed in the Procurement Policy provided that prior approval is received from the prescribed approval authority.

"Fairness Commissioner" means an independent and impartial third party who observes and monitors the Procurement process.

"FIPPA" means the Freedom of Information and Protection of Privacy Act.

"Follow-On Agreement" means an Agreement that follows and is related to an already completed Contract.

"Information Technology" means the hardware, software, middleware, services and processes used to create, store, process, communicate and manage information and data.

"Information Technology Standards" means technical standards adopted by the Government of Ontario but developed by recognized standards development organizations ("SDOs"), and widely used throughout industry and other government jurisdictions, to support seamless interoperability in the delivery of e-government services.

"Invitational tenders" means a method of inviting at least three (3) vendors to respond to a request for supply of goods or services based on stated delivery requirements, performance specifications, terms, and conditions.

"MBC" means Management Board of Cabinet.

"MGS" means the Ministry of Government Services.

"Ministries" means all ministries, Clusters, advisory, adjudicative and regulatory agencies and any other agency, as classified under the Agency Establishment and Accountability Directive, that is required by a Memorandum of Understanding to comply with the MBC Procurement Directive or its predecessors in its entirety.

"Other included Entities" means all Crown Foundation, Trust, Operational Service and Operational Enterprise agencies, as classified under the Agency Establishment and Accountability Directive, and all non-classified entities where the Chair and/or Chief Executive Officer is directly or indirectly appointed by Ontario. To be considered an Other Included Entity, entities must not be required by a Memorandum of Understanding to comply with the MBC Procurement Directive or its predecessors in its entirety unless MBC approval has been received for the entity to be treated as an Other Included Entity.

"Policy" means eHealth Ontario Procurement Policy.

"Procurement" means any contractual or commercial arrangement involving the acquisition of a good or service through purchase, rental, lease or conditional sale.

"Procurement Value" means all costs and conferred value associated with a contractual relationship with a vendor.

"Procurement Value Increase" means that the costs and conferred value associated with a Procurement initiative have increased subsequent to its approval by eHealth Ontario.

"Request for Information" or "RFI" means a market research Procurement document that is used by eHealth Ontario to elicit industry information on particular products and/or services from the vendor community.

"Request for Proposal" or "RFP" means a Procurement document issued by eHealth Ontario that requests vendors to supply solutions for the delivery of complex products or services or to provide alternative options or solutions, using predefined evaluation criteria in which price is not the deciding factor.

"Request for Pre-Qualifications" or "RFPQ" means a Procurement document used by eHealth Ontario to solicit financial stability, technical information, product or service suitability from potential vendors in order to pre-qualify or short list vendors to bid on specific categories of work or provide specific types of goods or services, or to respond to a particular request for proposals or tenders.

"Request for Quotes" or "RFQ"means means a Procurement document used by eHealth Ontario that requests vendors to supply goods or services.

"Request for Services" or "RFSe" means the document used by eHealth Ontario during the second stage selection process to request submissions from a vendor(s) listed on a services Vendor of Record arrangement.

"Request for Solution" or "RFSo" means the document used by eHealth Ontario during the second stage selection process to request submissions from a vendor(s) listed on a software or hardware Vendor of Record arrangement.

"Single Sourcing" means the use of a non-competitive Procurement process to acquire goods or services from a single specific supplier even though there may be more than one supplier capable of delivering the same goods or services.

"Sole Sourcing" means the use of a non-competitive Procurement process to acquire goods or services where

there is only one available supplier for the source of the goods or services.

"Supply Chain Management" means the Supply Chain Management Division of Ontario Shared Services, Ministry of Government Services.

"Statement of Work" or "SOW" means the document created pursuant to an Agreement that is incorporated by reference and that describes the deliverables and services and related terms (including but not limited to specifications, service levels, acceptance testing. delivery dates, etc.) to be provided by a vendor to eHealth Ontario.

"Strategic Sourcing and Vendor Management" means eHealth Ontario's Procurement department.

"TB/MBC" means Treasury Board/Management Board of Cabinet.

"Temporary Help Services" means short term, task-oriented work usually provided through private sector temporary help agencies.

"Trade Agreements" means any applicable trade agreement to which Ontario is a signatory.

"Trade Commitments" means any applicable trade agreement to which Ontario is a signatory or pursuant to which Ontario has accepted obligations.

"Vendor of Record Arrangement" or "VOR Arrangement" means a Procurement arrangement that authorizes one or more qualified vendors, for a defined time period on the terms and conditions, including pricing, set out in the particular VOR agreement. VOR Arrangements are categorized as enterprise-wide, multi-ministry, or ministry specific.

"VOR Ceiling Price" means the maximum value per contract or per multiple project-related contracts, under which a ministry may use a particular VOR Arrangement.

"Volume Licensing Agreement" or "VLA" means a software licensing program that software publishers provide to large customers offering significant price discounts and common business and legal terms and conditions. VLAs are not VOR Arrangements and have not been established competitively.

Schedule C:
eHealth Ontario I&IT Project Gateway Process

[attached]

eHEALTH ONTARIO GATEWAY POLICY

SCHEDULE C

April 2010

TABLE OF CONTENTS

1. PURPOSE

The purpose of this operational policy is to establish and define the gateway review process for approval of I&IT projects, incorporating review and decision points at critical project lifecycle transitions, in accordance with paragraph 36 of the Management Board of Cabinet (MBC) I&IT Directive.

2. DEFINITIONS

In this Policy,

"BARC" means eHealth Ontario Business and Architecture Review Committee. This Committee reports to the CEO. The members are comprised of representatives from the Architecture Review Board of the Government of Ontario, eHealth Ontario senior staff and representatives of health care industry end users. The Committee is chaired by a senior eHealth Ontario staff member designated by the CEO.

"Board" means the Board of Directors of eHealth Ontario.

"CEO" means the President and CEO of eHealth Ontario.

"Close-out Report" means a project close-out report as defined in the Methodology.

"ECB" means the Executive Committee of the eHealth Ontario Board of Directors. This Committee is chaired by the Chair of the Board and comprised of four other Board members including the Chair of the Quality Committee and the Chair of the Finance and Audit Committee and two members-at-large and is expected to meet at least 12 times per year. The CEO shall be an "ex-officio" non-voting member of the Executive Committee.

"GCCIO" means Government of Ontario Corporate Chief Information Officer.

"GPMC" means the Gating and Portfolio Management Committee of eHealth Ontario. This Committee is chaired by the CEO and consists of representatives from the health care industry and eHealth Ontario senior staff.

"I&IT" means information & information technology.

"Information" means ministry and eHealth Ontario information in all forms, in all medium and at all stages of its lifecycle, including the description of information contents; origins, structure and relationships enabling correct interpretation of information; and, including technologies currently in use and future technologies.

"Information Technology" means the equipment, software, services and processes used to create, store, process, communicate and manage information.

"Integrated Project Plan" means an Integrated Project Plan as defined in the Methodology.

"I&IT Directive" means an Information and Information Technology (I&IT) Directive, issued by MBC, as amended from time to time.

"Methodology" means the methodology contained in the OPS Integrated Project Management Framework and Methodology, as amended from time to time.

"Minister" means Minister of Health and Long-Term Care (or designee).

"Policy" means this operational policy made by eHealth Ontario under paragraph 36 of the I&IT Directive, as amended from time to time.

"Project" means a project as defined by the Methodology and relating to I&IT. Projects are initiatives with a specified start and end date, distinct from daily operations.

"Project Charter" means a project charter as defined in the Methodology.

"Project Sponsors" means the single accountable executive appointed by President and CEO of eHealth Ontario for the project with responsibility for project progress and performance in accordance with the Methodology.

"Procurement Policy" means the eHealth Ontario Procurement Policy approved by the Board of Directors of eHealth Ontario.

"QARB" means Quality Assurance Review Board, appointed by the eHealth Ontario Board of Directors. The Committee is chaired by a Board member and comprised of representatives from the Ontario Public Service I & IT Organization, the Health System Information Management and Investment Division of MOHLTC and appointees with some of the following qualifications: senior experience as a Chief Information Officer in a corporate setting; leading complex business transformation project; application development or provider of support service; project manager in an IM/IT-intensive setting; Chief Architect for complex service delivery models; software/systems engineering; product, services, solution evaluation consultant in an IM/IT setting; network and communications systems engineer/designer; or procurement executive in an IM/IT setting.

"Sponsor Sign-off Form" means a sponsor sign-off form as defined in the Methodology.

"TB/MBC" means Treasury Board/Management Board of Cabinet.

3. APPLICATION AND SCOPE

3.1 In accordance with paragraph 36 of the I&IT Directive, this Policy applies to all eHealth Ontario I&IT projects with projected cost greater than $1M.

3.2 For greater clarity, calculation of the total cost of a project must include all costs necessary to achieve the project goal including all project deliverables or objectives, activities and tasks.

3.3 This Policy does not apply to the extension of maintenance and/or support agreements related to hardware, software or applications or to the refresh of hardware or software acquired in accordance with the Procurement Policy.

3.4 This Policy does not restrict, qualify or limit application of the Methodology, which

must be used for all I&IT projects regardless of size and scope, in accordance with paragraph 33 of the I&IT Directive.

3.5 All I&IT projects covered by this Policy must also comply with the applicable requirements of the eHealth Ontario Procurement Policy.

3.6 Accounting for I&IT projects will follow generally accepted accounting principles adopted by eHealth Ontario and specifically will comply with both eHealth Ontario's Tangible Capital Accounting Policy and the Transfer Payment Accountability Directive.

4. PROJECT GATEWAYS

4.1 PURPOSE

The purpose of gateway review is to reduce the risk of project under-performance by ensuring that I&IT projects do not proceed prematurely, that they are properly conceptualized, defined and planned, that adequate governance is in place and that necessary resources have been identified and acquired, and to ensure that projects serve a legitimate business or strategic need.

4.2 PROJECT GATES

4.2.1 The following project gates apply under this Policy:

a) before the commencement of concept phase, Gate 0 called **Feasibility Gate;**

b) after completion of concept phase, Gate 1 called **Approval Gate;**

c) after completion of definition phase, Gate 2 called **Definition Gate;**

d) after completion of planning phase, Gate 3 called **Planning Gate;**

e) after completion of implementation phase, Gate 4 called **Implementation Gate;**

f) after completion of close-out phase, Gate 5 called **Close-out Gate.**

4.2.2 Gates 0 and 1 signify completion of information gathering and analysis to determine whether a project should be launched.

4.2.3 Gates 2 through 5 signify completion of the lifecycle phases of a project (as described in the Methodology) after the project has been approved and launched.

4.2.4 Concept phase for a proposed project shall not proceed unless the proposal has been approved at Gate 0, and a proposed project shall not proceed to definition phase unless it has been approved at Gate 1.

4.2.5 After completing definition phase, a project shall not proceed substantially into planning phase unless it has been approved at Gate 2.

4.2.6 After completion of planning phase, a project shall not proceed substantially into implementation phase unless it has been approved at Gate 3.

4.2.7 After completion of implementation phase, a project shall not proceed substantially into close-out phase unless it has been approved at Gate 4.

4.2.8 After completing close-out phase, a project shall not be considered officially closed until it has been approved at Gate 5.

4.3 GATEWAY APPROVAL

4.3.1 Annually the Board submits a Business Plan to the Minister for the Minister's approval. TB/MBC approval is required for all projects whose project cost is $10M or greater.

4.3.2 Gateway approval at Gate 0 is provided by the CEO, upon recommendation from GPMC.

4.3.3 Gateway approval at Gate 1 is based on projects approved in the eHealth Ontario Annual Business Plan:

(a) in the case of projects whose projected cost is greater than $1M and less than $10M, by ECB, upon recommendation from GPMC; or
(b) in the case of projects whose projected cost is $10M or greater, by the TB/MBC on the recommendation of the Board.

4.3.4 Gateway approval at Gates 2 through 5 is provided:

(a) in the case of projects whose projected cost is greater than $1M and less than $10M, by the CEO; or
(b) in the case of projects whose projected cost is $10M or greater, by the CEO based on receiving a report from an independent third party.

4.3.5 Projects whose projected cost is greater than $1M that would require additional funding, beyond the eHealth Ontario allocation, shall be treated at Gate 1 as projects with projected cost of $10M or greater, requiring TB/MBC approval.

4.4 GATEWAY APPROVAL REQUIREMENTS

4.4.1 At Gate 0, a Project Outline must be approved by the CEO based on recommendations of GPMC.

4.4.2 At Gate 1:

(a) in the case of a project whose projected cost is greater than $1M and less than $10M, the proposal must be reviewed by GPMC and recommendations made for approval to ECB. Any related procurement component greater than $1M and less than $10M must be approved consistent with Procurement Policy;

or

(b) in the case of a project whose projected cost is $10M or greater, the project must be submitted to the Minister with eHealth Ontario's Annual Business Plan for TB/MBC approval. Any procurement component whose projected cost is $10M or greater, must be approved consistent with the Procurement Policy; or

(c) In-year projects whose project cost is greater than $1M that would require additional funding beyond the eHealth Ontario allocation must be submitted to the Minister for TB/MBC approval.

Documentation for Gate 1 approval shall include, at minimum, the project scorecard, a business case, project plans with milestones, technical information, risk assessment and mitigation and procurement plans, consistent with the Memorandum of Understanding between the Minister and eHealth Ontario.

4.4.3 At Gates 2 through 5, the CEO must approve,

(a) in the case of a project whose projected cost is greater than $1M and less than $10M, a Project Charter, Integrated Project Plan, Sponsor Sign-off Form and Project Close-out Report, respectively; or

(b) in the case of a project whose projected cost is $10M or greater, a Project Charter, Integrated Project Plan, Sponsor Sign-off Form and project Close-out Report, respectively, after an independent third-party review.

4.4.4 Approval means written signature by the CEO and in the case of a committee or other body an official minute attesting approval.

4.4.5 The Project Outline and Scorecard shall be prepared in accordance with templates provided by the GCCIO.

4.4.6 The Business Case, Charter, Integrated Project Plan, Sponsor Sign-off Form and Close-out Report shall be prepared using templates provided by the Methodology.

4.4.7 Notwithstanding anything in this section, the CEO may designate individual Project Sponsors as the single accountable executives for I&IT projects and who bear ultimate responsibility for the project progress and performance.

4.4.8 If during any phase of a project, costs are forecasted to increase to $10M or greater, TB/MBC approval of project continuation must be sought through the Board, on the recommendation of ECB, as soon as possible.

4.4.9 If during any phase of a project there is a substantive change in the strategy or scope for the project, approval of the project continuation must be sought from the applicable Gate 1 approver. The determination of the applicable Gate 1 approver, per subsection 4.4.2, would be based on the projected cost of the project reflecting the new proposed strategy or scope for the project.

5. DOCUMENTATION

5.1 REQUIRED DOCUMENTATION

Approval at any gate shall not be given unless all documents and information necessary to support the approval, including but not necessarily limited to the specific documents indicated in Section 4.4, have been provided, including information to satisfy reasonable due diligence, and in the case of Gates 2 through 4, to demonstrate the project's readiness to proceed to the next project phase.

5.2 INCREASING REFINEMENT

It is expected that documents and information to support approval, including cost and scheduling information, shall be presented with increasing accuracy, refinement, and comprehensiveness at each successive gate, as applicable.

5.3 ARCHITECTURE, PROCUREMENT, PRIVACY AND SECURITY

5.3.1 Documents and information supporting Gates 1 through 4 shall demonstrate appropriate due diligence with respect to business and enterprise architecture review including compliance with BARC processes.

5.3.2 Documents and information supporting Gates 1 through 4 shall demonstrate appropriate due diligence with respect to procurement requirements to meet the project end state (final product or service), in accordance with applicable Procurement Policy.

5.3.3 Documents and information supporting Gates 1 through 4 shall demonstrate appropriate due diligence with respect to protection of personal information where personal information falls within the scope of project activities, including compliance with paragraph 21 of the I&IT Directive.

5.3.4 Documents and information supporting Gates 1 through 4 shall demonstrate appropriate due diligence with respect to corporate I&IT security requirements for I&IT systems, including compliance with paragraphs 24, 25, 26 of the I&IT Directive.

6. EXECUTIVE COMMITTEE OF THE BOARD (ECB) AND GATING AND PORTFOLIO MANAGEMENT COMMITTEE (GPMC)

6.1 MANDATE

6.1.1 ECB is chaired by the Chair of the Board and its mandate is to review and recommend to the Board proposals for I&IT projects with a projected cost of $10M or greater; to approve, reject, or approve with modifications or conditions, all project proposals with a projected cost greater than $1M and less than $10M; and to review and monitor projects with a projected cost of greater than $1M.

6.1.2 GPMC is chaired by the CEO and its mandate is to review and recommend to ECB proposals for I&IT projects that are greater than $1M and less than $10M, and to

review projects whose projected cost is $10M or greater prior to recommendation to ECB.

6.2 APPROVAL

6.2.1 GPMC shall recommend to ECB for approval, rejection, or approval with modifications or conditions, all project proposals at Gate 1 with a projected cost greater than $1M and less than $10M.

6.2.2 ECB shall recommend, not recommend, or recommend with conditions all project proposals at Gate 1 with a projected cost of $10M or greater, to the Board.

6.2.3 With respect to reviewing documents and information at Gate 1, criteria for approval or recommendation shall include alignment with government priorities, quality of proposed solution and business case, scope of risk and risk management, and overall diligence, thoroughness and accuracy.

6.2.4 GPMC may refer a project proposal at Gate 1 to ECB for review and decision by the Board, regardless of projected project cost, if in the view of GPMC, the proposal involves excessive risk in relation to return, or for reasons of project sensitivity, or for any other reason.

6.3 SUBSEQUENT REPORTING TO ECB

6.3.1 ECB may require a project approved or recommended at Gate 1 to report back to ECB, at a time or times stipulated by ECB, and the report back shall include such documents, information or other requirements as ECB may determine.

6.3.2 After evaluating information provided in a report back pursuant to subsection 6.3.1, ECB may issue a report to the CEO outlining issues or concerns with the project and recommending remedial action

6.3.3 At Gates 2 through 5, at the discretion of ECB, any project regardless of cost may be referred to the QARB for advice and report back to ECB on remediation of real or apparent deviation threatening project performance.

6.4 DECISION

6.4.1 A recommendation of ECB at Gate 1 shall be communicated in writing, together with the approved minute, by ECB to the Board.

6.4.2 Quarterly the Board will submit to the Minister a report on all projects with a projected cost of $10M or greater detailing approved project statuses including compliance with budget, timelines, scope and expected outcomes. The report shall be in a format that is consistent with requirements for the Government's Quarterly Major I&IT Projects Reporting (MPR) process, consistent with the Memorandum of Understanding between the Minister and eHealth Ontario.

6.4.3 Where projects involve other ministries, communication regarding project decision will

be communicated to the affected ministry by the CEO.

7. INDEPENDENT REVIEW

7.1 The independent third party review required under subsections 4.3.4 and 4.4.3 shall be conducted by an individual or panel external to eHealth Ontario, with appropriate project management experience and expertise, providing that the selection of the individual or panel must be approved in writing by the CEO. The CEO shall provide information on the selected parties to ECB who shall report this information to the Board.

7.2 The independent third party review shall be conducted using the Methodology as the standard for successful project management, and using any additional procedures, templates or tools as may be prescribed by the GCCIO or the CEO by eHealth Ontario policy.

7.3 The individual or panel reviewing a project shall be given timely access to all project documents and information.

7.4 A review shall be completed in a reasonably timely fashion, taking into account the size and complexity of the project and other relevant considerations.

7.5 Review criteria shall include completeness and quality of documentation, level of rigour and due diligence, appropriate refinement of information, adherence to required standards and processes (including architecture, procurement, privacy, and security), actual performance against baseline, compliance with charter documents, and overall diligence, thoroughness, and accuracy.

7.6 The individual or panel conducting the independent review, shall issue a written report to ECB, and the report shall include any issues or concerns in relation to the project and recommendations for remedial action, and said report shall be tabled at GPMC and ECB.

8. GUIDELINES

The CEO in consultation with the GCCIO may issue guidelines pursuant to this Policy setting out more detailed requirements and expectations not inconsistent with this Policy in relation to the gateway process.

9. RESPONSIBILITIES

Treasury Board/Management Board of Cabinet (TB/MBC)

- Approving projects with projected costs of $10M or greater;
- Approving projects with a projected cost greater than $1M that would require additional funding beyond the eHealth Ontario allocation; and
- Periodically reviewing projects with a projected cost of $10M or greater through the eHealth Ontario Board of Directors Quarterly Project Report.

Minister of Health and Long-Term Care (or designee)

- Receiving information from eHealth Ontario;
- Facilitating Ontario Public Service reviews of submissions;
- Recommending Ministry business plan, including appropriate elements of eHealth Ontario Business Plans, for TB/MBC approval;
- Approving eHealth Ontario Business Plans; and
- Communicating decisions of TB/MBC to eHealth Ontario.

eHealth Ontario Board of Directors

- Recommending to the Minister for approval all projects with a projected cost of $10M or greater;
- Approving the quarterly report to the Minister on the status of all projects with a projected cost of $10M or greater;
- Recommending to the Minister for approval all projects with a projected cost greater than $1M that would require additional funding beyond the eHealth Ontario allocation;
- Approving the Annual Business Plan of eHealth Ontario for submission to the Minister;
- Approving the overall business architecture for eHealth Ontario for Ontario's health care system; and
- Receiving results of independent reviews or QARB remedial reviews that have been considered by ECB.

Executive Committee of the Board (ECB)

- At Gate 1, approving, rejecting or approving with modifications or conditions, all projects with a projected cost greater than $1M and less than $10M upon recommendation of GPMC;
- At Gate 1, recommending, not recommending, or recommending with suggested modifications or conditions, all projects to the eHealth Ontario Board of Directors with a projected cost of $10M or greater and all projects with a projected cost greater than $1M that would require additional funding beyond the eHealth Ontario allocation;
- At its discretion and as appropriate, escalating to the eHealth Ontario Board of Directors approval of specific projects with a projected cost greater than $1M and less than $10M;
- Receiving information in writing from the CEO or individuals or panels to conduct independent review at any of Gates 2 through 5 for projects with projected costs of $10M or greater, and receiving and reporting results to the eHealth Ontario Board of Directors;
- At Gates 2-5, may refer any project regardless of cost to the QARB for advice and report back to ECB on remediation of real or apparent deviation threatening project performance; and
- Reporting quarterly to the eHealth Ontario Board of Directors on all projects.

Quality Assurance Review Board (QARB)

- Responding to discretionary review requests from ECB; and
- Consonant in all respects with this Policy, providing advice regarding remediation of real or apparent deviations threatening project performance.

Chief Executive Officer eHealth Ontario

- Approving, rejecting, or approving with modifications or conditions, all projects at Gate 0;
- Leading the development of the Annual Business Plan for the Agency and recommending it to the eHealth Ontario Board for approval;
- Providing approval at Gates 2 through 5 for projects with projected cost greater than $1M and less than $10M;
- Providing approval at Gates 2 through 5 for projects with projected cost of $10M or greater after an independent third-party review; and
- Approving an individual or panel to conduct an independent review at any of Gates 2-5 for projects with projected cost of $10M or greater.

Gating and Portfolio Management Committee (GPMC)

- At Gate 1, recommending to ECB approval, rejection or approval with modifications or conditions, all projects with a projected cost greater than $1M and less than $10M;
- At Gate 1, recommending, not recommending or recommending with suggested modifications or conditions, all projects to the ECB with a projected cost of $10M or greater and all projects with a projected cost greater than $1M that would require additional funding beyond the eHealth Ontario allocation;
- At its discretion and as appropriate, escalating to ECB specific projects with a projected cost greater than $1M and less than $10M; and
- Reporting quarterly to the ECB on all projects.

Government of Ontario Corporate Chief Information Officer (GCCIO)

- Recommending upon request of the CEO or ECB an individual or panel to conduct an independent review; and
- Recommending additional guidelines, procedures, templates, or tools for the purpose of conducting independent reviews.

Project Sponsors

- Project Sponsors are appointed by the CEO;
- Acting as single accountable executive for their projects and bearing ultimate responsibility for project progress and performance, in accordance with Methodology;
- Providing independent reviewers with timely access to all project documents and information and otherwise cooperating in good faith with independent reviews; and
- Providing periodic reports on project progress, as required to the CEO, GPMC and ECB.

Schedule D:
Public Communications Protocol

1. Definitions

a. "Public communications" means any material that is communicated to the public, either directly or through the media in print, broadcast or electronic form.

b. A "contentious issue" is a matter that is, or may reasonably be expected to be, of concern to the legislative assembly or the public, or is likely to result in inquiries being directed to the Minister or government. Contentious issues may be raised by:

- Members of the Legislative Assembly
- The public
- Media
- Stakeholders
- Service delivery partners.

1. The Agency will comply with the TB/MBC Visual Identity Directive, *French Language Services Act* and *Accessibility for Ontarians with Disabilities Act, 2005.*

2. The Agency will identify itself in all media responses and news releases as an Agency of the Government of Ontario.

3. The Ministry and the Agency will appoint persons to serve as public communications "leads".

- The Ministry lead is the **Assistant Deputy Minister, Communications & Marketing Division, MOHLTC,** or delegate.
- The Agency lead is the **VP, Stakeholder Relations and Corporate Communications**, or delegate.

4. For the purpose of this protocol, public communications are divided into seven categories:

a. Media responses or news releases related to the day-to-day business of the Agency and its programs that do not have direct implications for either the Ministry or the government.

- The Agency lead should keep the Ministry apprised as soon as reasonably possible of their media responses or news releases to the Ministry lead or delegate, who will circulate as appropriate to other individuals within the Ministry.

b. Media responses, news releases, or communications plans where provincial or ministerial messaging on government priorities would enhance the Agency's or the government's profile, or would provide opportunities for local MPP announcements.

- The Agency lead will notify the Ministry lead of upcoming media responses, news releases, and communications plans fifteen days in advance for all non-contentious items that might generate media interest.

- For non-contentious items which provide government messaging opportunities or which involve funding announcements, the Agency must also request approval of news releases or communications plans seven days prior to the date required.

- Final approval is required from the minister's office. If the Agency were not to receive comments or approval from the minister's office or Ministry lead within forty-eight hours of the date on which the item is to be issued, the Agency can proceed accordingly.

c. Contentious issues, media responses, and news releases that may have direct implications for either the Ministry or the government, or are likely to result in inquiries being directed to the Minister or government (including all funding or grants announcements and contentious issues)

- For all contentious issues, the Agency lead will notify the Ministry lead immediately upon becoming aware of the issue. The Ministry lead may also advise the Agency of contentious issues that require attention. The Agency will provide background information on the issue to the Ministry lead, who will arrange to have a contentious issues note prepared.

- The Agency must obtain Ministry approval prior to issuing media responses or news releases in this category. The Agency lead will provide the media response or news releases to the Ministry lead who will initiate the approval process within the Ministry.

- Final approval on media responses and news releases in this category is required from the minister's office.

d. Market Research

- Any market research undertaken by the Agency will be carried out by a vendor of record of the government based on the approval of a business case by the Ministry lead.
- The Agency will provide to the Ministry lead, in a timely manner, the results of any public, health service provider, or other market research activities of the Agency.

e. Evaluation

- The Agency will provide the Ministry lead with performance data and evaluation reports relating to communications programs, plan and activities, as may be requested by the Ministry lead.

f. Paid Advertising

- As requested by the Ministry, major advertising plans must be reviewed and approved in advance by the Ministry lead prior to creative development and/or the purchase of media, for compliance with the *Government Advertising Act, 2004* and its regulations, as amended (the "GAA") along with any applicable communications-related directive.

g. Publications and Web Design

- The Agency's communications activities and branding as well as print and web-based publications (e.g., reports) and communications products (e.g., brochures) shall be developed and managed in accordance with any applicable directives or policies of the Government of Ontario.