TELUS Procurement TSCM Sub-Agreement # SubA-2019-xxxx

*(to Procurement TSCM Master Agreement # MA-2017-0193)*

**Statement of Work #2019-04**

***THPS HSM Portals***

*(Fixed Price)*

This Statement of Work No. 2019-04 (“**SOW**”) between TELUS Health Solutions Inc. (“**TELUS**”) and ABC International (ABC) Inc (“**TI**”) is made pursuant to the Master Services Agreement between TELUS Communications Inc. (legal successor in interest to TELUS Communications Company) and TI (jointly, the "**Parties**") effective April 1, 2016 (the “**Agreement**”), as amended to provide TELUS Health Solutions Inc with access to the Services thereunder.

Any changes to this SOW shall be made following the Change Management Procedures as outlined in Article 5 of the Agreement, initiated utilizing the Change Order Form per Appendix ‘B’ (Change Order Form) or a similar appropriate, mutually agreed form.

1. **Description**

1.1 This Statement of Work relates to: ***THPS HSM Portals (the “Services”)***

1.2 TELUS wishes to engage TI to provide certain Services relating to: ***THPS HSM Portals*** (the “**Project**”)

1. **Definitions**
   1. Capitalized terms used but not defined in this SOW have the same meaning as set out in the Agreement. The following definitions shall also apply:

* “**Offshore**” means a place of performance, by TI, of Services at a TELUS Facility outside of Canada or at a TI Facility outside of Canada.
* **“Offshore TI Representatives”** means TI Representatives contracted by TELUS and performing duties at a TI Offshore location.
* “**Onshore**” means a place of performance, by TI, of Services at a TELUS Facility in Canada or at a TI Facility in Canada.
* **“Onshore TI Representatives”** means TI Representatives brought by TI Offshore delivery centre(s) to perform certain Services at a TELUS Onshore location.
* **“Productive Billable Hours”** shall be based on actual hours rendered and reported in TI’s internal tracking tool.
* **Standard Hours”** shall be planned based on 9 hours / day (offshore) and 7.5 hours / days (Onsite) fully available, fully Productive Billable Hours per day of a fully skilled, trained TI Representatives experienced in the provision of these Services specific to Offshore and Onshore Representatives.
* **“Team Leader”** means TI Manager responsible for the performance and development of TI Representatives.
* “**TELUS Manager**” means a TELUS Manager nominated by TELUS to act as the main TELUS point of contact for TI for all matters related to the performance of the Services by TI and to perform the other responsibilities set out herein on behalf of TELUS.
* “**TI Manager**” means a TI Manager nominated by TI to act as the main TI point of contact for TI for all matters related to the performance of the Services by TI, to lead the Services, to manage the successful and complete delivery of the Services by TI, and to perform the other responsibilities set out herein on behalf of TI.
* **“TI Service Representative”** meansa Representative selected by the TI Manager to perform the agreed upon Services.
* **"Acceptance"** means acceptance of the Services, Milestones, or Deliverables by TELUS in accordance with Appendix “D” (Acceptance Process) to this SOW.
* "**Acceptance Criteria**" has the meaning set out in Appendix ‘D’ (Acceptance Process).
* "**Acceptance Process**" has the meaning set out in Appendix ‘D’ (Acceptance Process).

2.2 In addition to the aforementioned definitions, the following acronyms shall also apply throughout this SOW:

*Table 2.2-1: List of Acronyms*

|  |  |
| --- | --- |
| **Acronym** | **Meaning** |
| BCX | TELUS Business Client Experience |
| BTO | TELUS Business Transformation & Operations |
| BSE | TELUS Business Solutions East |
| CE | TELUS Client Experience |
| CI/CD | Continuous Integration / Continuous Deployment |
| SCM | Source Code Management and/or Software Configuration Management |
| TIC | TI Canada |
| TICA | TI Central America |
| TIE | TI Europe |
| TS | TELUS Technology Strategy |
| ERPS | Electronic Remittance Processing Service |
| HSM | Health Systems Management |

**3.0 Services**

3.1 Subject to the Agreement, the SOW-specific scope of Services shall include the following:

TI will deliver the Services with the following scope:

1. Development activities
   1. Requirement Analysis: It covers analyze and map the requirements into the conceptual models, based on abstraction mechanism and reuse capability. Also, establishing a broad view of the business requirements.
   2. Design/Development: Design & Development of the Provider Management portal and Provider portal with following functionalities. Note, the below table represents a high-level representation of the SRS and UCD documents in the Appendix E.

|  |  |  |
| --- | --- | --- |
| Application Name | New functionalities | Updates in existing application |
| Provider Portal | * New User management screen which will allow administrators to add additional users and manage their permissions * Enable capturing of email and banking information for Head office * Associate Head office - From organization to head office and From head office to organization as a **new application**. * Merge Accounts for Head Office, Organization and independent Provider as a **new application**. * Provision to associate an existing provider or add a new provider for associating to a clinic and manage the request status in queue as a **new application**. * Accessibility features to be applied on new applications/new pages. | * Updates on Portal main page * Changes in New User/Update User to support multiple locations and allow for selection of 1 or more per user. * Slight Changes in account verification process * Updates in email and banking information for Organization and Independent Provider based on address * Accessibility features to be applied on new added fields |
| Provider Management Portal | * Association of an organization to existing or new providers * Head Office profile creation and its association to organizations * Search for Head office * Accessibility features to be applied on new applications/new pages. | * Profile Manager * Updates in Provider and Organization profile * Location Search * Request List information to support Head office * Associate organization to a Head office during its creation * Changes into view functionality of unregistered or registered profile for Independent Provider, Organization and Head Office * Accessibility features to be applied on new added fields * Existing accessibility defects to be fixed (reference appendix). |
| Web App |  | * Changes on Home page * Update Independent Provider, provider * Update Provider screen- Manage name * Update provider screen- Manage role * Update Org main, Identification, Manage name, Manage address, manage providers, disassociate * Update HQ main, Identification, Manage name, manage address, disassociate from Org |

* 1. Implementation of action logic with special cases.
  2. Unit Testing & Peer Review

1. QA activities
   1. **Unit testing**– Unit testing for new development and enhancement including role based testing.
   2. **Functional Testing**: Functional testing of enhancements and new requirements.
   3. **Integration testing** – Integration Testing of enhancements and new development.
   4. **Accessibility Testing**: Accessibility testing of enhancements and new requirements for Provider Management Portal.
   5. **Performance testing**: Performance testing of enhancements and new requirements (not applicable for WebApp).
   6. **Automation** (not applicable for WebApp):
      * Browser & Version Testing
      * Scenarios & Automation Analysis
      * Framework architecture design
      * Creation of Generic Utility functions for Web
      * Creation of business functions
      * Creation of Scripts for Web
      * Execution of scripts/debugging for different flow
2. Infrastructure and Application Support Activities
   1. **Knowledge transfer: TI** will give the transition to TELUS before handing over the application. Code reviews will occur on a regular basis, whereby TI will walk TELUS team through the code during or at the end of each Sprint.
3. **Deployment Activities**
   1. Prepare release and deployment plans
   2. Build and test prior to deployment into production/live environment
   3. Build and test of releases
   4. Release and build documentation
   5. Release packaging
   6. Review and close a deployment
4. **Accessibility Defects Backlog**
   1. Defects sheet - TPR 2017 3 Registry Portal\_CR1492\_CR1499\_Open\_New\_Deferred Defects List\_ComplexityNManHour.xlsx (attached in the Appendix E)

Note : All the above mentioned activities and in-scope items based on below requirement documents attached in the Appendix E.

1. HSM\_UCD\_R1\_ProviderManagementPortal.docx
2. HSM\_UCD\_R1\_ProviderPortal-ABC.docx
3. HSM-SRS-ProvidersR1 - ABC.docx
4. HSM\_UCD\_R1\_ProviderPortal\_WEBUP\_v1.5\_nVentive

3.2 The following activities and items are specifically excluded from the scope of Services under this SOW: None

1. **Term and Schedule**
   1. This Statement of Work shall commence on January 28th, 2019 (“**SOW Start Date**”) and shall end on the later of August 31st, 2019(“**SOW End Date**”) and the date on which both of the following have occurred: (i) TELUS has accepted all of TI’s required Deliverables for which Acceptance Criteria have been set out in this SOW, and (ii) TI has delivered to TELUS all Deliverables for which Acceptance Criteria have not been set out in this SOW, with the period from SOW Start Date to SOW End Date referred to as (“**SOW Term**”), unless terminated earlier in accordance with the Agreement.
   2. The schedule is as follows

The below schedule reflects the current TELUS Sprint plan. TI will join TELUS to work in alignment with the below plan. TELUS may adjust Sprint durations and respective dates if needed. In the event Sprint durations and dates change, TI will adjust to work in alignment with the revisions.

|  |  |  |
| --- | --- | --- |
| **Project Phase** | **Start Date** | **End Date** |
| **Sprint 7** | **28-01-2019** | **06-02-2019** |
| **Sprint 8** | **07-02-2019** | **20-02-2019** |
| **Sprint 9** | **21-02-2019** | **06-03-2019** |
| **Sprint 10** | **07-03-2019** | **20-03-2019** |
| **Sprint 11** | **21-03-2019** | **03-04-2019** |
| **Sprint 12** | **04-04-2019** | **17-04-2019** |
| **Sprint 13** | **18-04-2019** | **01-05-2019** |
| **Sprint 14** | **02-05-2019** | **15-05-2019** |
| **Sprint 15** | **16-05-2019** | **29-05-2019** |
| **Sprint 16** | **30-05-2019** | **12-06-2019** |
| **Sprint 17** | **13-06-2019** | **26-06-2019** |
| **Sprint 18** | **27-06-2019** | **10-07-2019** |
| **Sprint 19** | **11-07-2019** | **24-07-2019** |
| **Sprint 20** | **25-07-2019** | **07-08-2019** |
| **Sprint 21** | **08-08-2019** | **21-08-2019** |

* 1. At any time during the SOW Term, TELUS may terminate this SOW early for convenience by providing TI with a notice of at least thirty (30) calendar days. During such period, TI will wind down provision .of the applicable Services in the manner specified by TELUS, acting reasonably. In the event of any such termination, TELUS will pay to TI, subject to the provisions in this SOW and the Agreement relating to payment, (a) the amounts due to TI for Services satisfactorily performed, (b) any agreed upon termination fees identified in SOW to account for TI’s unamortized and stranded costs and (c) related Expenses incurred up to the effective date of termination, provided that payment of such amounts will constitute TELUS' entire liability and TI's sole remedy for such termination.

1. **Place of Performance and Hours**
   1. TI shall perform the Services (or cause them to be performed) at the following TI Facilities:
   * Canadian TI Facilities: *NA*
   * Other North American TI Facilities (outside Canada):
   * Offshore TI Facilities:

5.2 Subject to TELUS security policies, processes and procedures and only as required and deemed reasonably necessary by TELUS for TI to perform the Services, and then only with prior written approval by the TELUS Manager, TI Service Representatives shall also have reasonable access to offices at TELUS Facilities located at any TELUS Canada facilities as directed by TELUS Manager.

* 1. For greater certainty, TI shall not be authorized to perform any part of the Services under this SOW from any locations other than those TI Facilities or TELUS Facilities specifically and explicitly authorized above.
  2. TI Representatives will perform Services under this SOW during the following hours of operation:
  + Offshore hours of operation are IST: 01:30 PM-10:30 PM (EST: 03:00 AM-12:00 PM)
  1. There will be times in the engagement where TI will need to participate in meetings, discussions and training sessions with TELUS team members. In these cases, TI will endeavor to adjust the work schedule so there is a reasonable overlap between the TI locations performing the service and the TELUS team members supporting the meetings, discussions and training sessions.
  2. Generally, the work calendar will adhere to the TELUS working calendar in Canada, however, the detailed schedule for each role and approval for ad-hoc non-working days or non-regular hours shall be set by TI Manager in consultation with the TELUS Manager.

1. **Structure and Roles**
   1. The TI Manager will be responsible for the overall performance, delivery and management of Services in respect of this SOW and will be regularly available to meet with the TELUS Manager. The TI Manager will procure and manage TI resources as required in furtherance of TI’s obligations under this SOW, and shall be responsible for providing qualified TI resources with suitable personal development training, education, experience, competence and skill to perform the Services in a workmanlike manner. The TI Manager shall cooperate with TELUS to perform reviews, ensure TI accomplishes the tasks, activities, Services and scope outlined in this SOW, manage day-to-day activities, and serve as TI’s single point of contact with respect to interfacing with TELUS.
   2. The TELUS Manager will be responsible for monitoring TI and will work with TI resources and TELUS resources to perform project reviews, manage internal TELUS activities related to the Project, and serve as TI’s single point of contact with respect to interfacing with TELUS.
   3. The Parties shall appoint the following key personnel for the SOW Term:

For TELUS, as TELUS Manager under the Agreement for purposes of this SOW:

For TI, as TI Manager under the Agreement for purposes of this SOW:

* Usman Bilal as Delivery Account Manager or delegates as agreed by the parties
* Vinod Kumar Singh – Senior Solution Architect

The key personnel for TI cannot be removed from this SOW without TELUS Manager prior written consent.

1. **General Responsibilities**
   1. TI Responsibilities:
2. TI shall be responsible for the provision of all Services in accordance with the Service Levels as attached to this SOW per Appendix ‘A’ (Specific Service Levels), and as such, TI will retain overall Program management responsibility for all TI Service Levels and TI Service Level impacting activities.
3. Without limiting TI’s obligations under this SOW and the Agreement, TI will follow reasonable direction of the TELUS Manager and other managers as from time to time designated by the TELUS Manager.
4. The TI team shall work with the TELUS team following the development practices (people, processes, and technology) that are outlined the first item in section 3.2 Scope of Services, “Support the establishment of development practices for ongoing THPS Financial Services Modernization work.”. This shall include at least weekly status checkpoints with the TELUS Manager (or such other frequency agreed between the TI and TELUS Managers) using those same practices.
5. The TI Manager shall proactively escalate issues/concerns to the TELUS Manager which may have a negative impact on TI’s ability to provide the Services in accordance with this SOW and the Agreement. In the event of potential negative Service impacts caused by TELUS, the TI Manager will make all reasonable and proactive efforts to work with the TELUS Manager towards creating alternative, risk-mitigating solutions to deliver the Project on time, in scope, and within the Fees contemplated hereunder.
6. In addition, without limitation, TI shall also be overall responsible for the following:
   1. NA
   2. TELUS Responsibilities: TELUS shall be responsible for the following.
7. The management of third party suppliers to the Program, except subcontractors to TI and except as otherwise agreed to by TI and TELUS;
8. With reasonable advance written notice from TI requesting access, providing TI with reasonable and timely access to TELUS employees (including subject matter experts and individuals with appropriate functional, technical and industry skills) and other resources, facilities, technical documentation and information systems necessary for TI to perform its obligations under this SOW;
9. TELUS x-IDs;
10. Appropriate access and login credentials to all TELUS tools, systems, servers, and other applicable resources necessary for TI to perform its obligations under this SOW;
11. Reasonably timely responses to questions and approvals sought by TI from TELUS in writing, as applicable;

Notwithstanding the foregoing, TI will not have access to third party tools, systems, servers, facilities, documentation and other such resources, unless otherwise approved by TELUS manager.

**8.0 Milestones, Deliverables, and Acceptance Criteria**

* 1. The specific Milestones to be achieved by TI as well as the specific Deliverables to be provided by TI under this SOW and corresponding Acceptance Criteria shall be as follows, with any information technology related Deliverables and/or Milestones having, as additional deemed Acceptance Criteria, to adhere to the TELUS standards, policies, processes, procedures, guidelines, and methods provided by TELUS to TI:

*Table 8.1-1: Milestones, Deliverables, Acceptance Criteria, and Required Completion Dates*

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Milestone #** | | **Milestone Name** | | **Associated Deliverable(s)** | | **Acceptance Criteria**  **(“Acceptance Criteria”)** | | **Required Completion Date** | |
| 1 | | Milestone#1  (Sprint 7) | | Team On boarding & Environment set up | | * Access provided to all team members * Environment set up * Draft of Automation Framework | | 06-02-2019 | |
| 2 | | Milestone#2  (Sprint 8) | | Code deployed on Development environment | | * Working code as per sprint review * Complete Automation Framework Recommendation (defined in consultation with TELUS QA and DEV Team) | | 20-02-2019 | |
| 3 | | Milestone#3  (Sprint 9) | | Code deployed on Development environment | | * Working code as per sprint review * Sprint QA Report (details included below, marked by **±**) | | 06-03-2019 | |
| 4 | | Milestone#4  (Sprint 10) | | Code deployed on Development environment | | * Working code as per sprint review * Sprint QA Report (details included below, marked by **±**) | | 20-03-2019 | |
| 5 | | Milestone#5  (Sprint 11) | | Code deployed on Development environment | | * Working code as per sprint review * Sprint QA Report (details included below, marked by **±**) | | 03-04-2019 | |
| 6 | | Milestone#6  (Sprint 12) | | Code deployed on Development environment | | * Working code as per sprint review * Sprint QA Report (details included below, marked by **±**) | | 17-04-2019 | |
| 7 | | Milestone#7  (Sprint 13) | | Code deployed on Development environment | | * Working code as per sprint review * Sprint QA Report (details included below, marked by **±**) | | 01-05-2019 | |
| 8 | | Milestone#8  (Sprint 14) | | Code deployed on Development environment  Code deployed on dev environment for Web app changes | | * Working code as per sprint review * Sprint QA Report (details included below, marked by **±**) * Working code as per sprint review for Web app changes * Sprint QA Report (details included below, marked by **±**) for Web app changes | | 15-05-2019 | |
| 9 | | Milestone#9  (Sprint 15) | | Code deployed on Development environment  Code deployed on dev environment for Web app changes | | * Working code as per sprint review * Sprint QA Report (details included below, marked by **±**) * Working code as per sprint review for Web app changes * Sprint QA Report (details included below, marked by **±**) for Web app changes | | 29-05-2019 | |
| 10 | | Milestone#10  (Sprint 16) | | Code deployed on Development environment | | * Working code as per sprint review * Sprint QA Report (details included below, marked by **±**) | | 12-06-2019 | |
| 11 | | Milestone#11  (Sprint 17) | | * QA Support   Defect Fixes | | * Code deployed on Development environment | | 26-06-2019 | |
| 12 | | Milestone#12  (Sprint 18) | | * QA Support   Defect Fixes | | * Code deployed on Development environment | | 10-07-2019 | |
| 13 | | Milestone#13  (Sprint 19) | | * QA Support   Defect Fixes | | * Code deployed on Development environment | | 24-07-2019 | |
| 14 | | Milestone#14  (Sprint 20) | | * QA Support   Defect Fixes | | * Code deployed on Development environment | | 07-08-2019 | |
| 15 | | Milestone#15  (Sprint 21) | | * QA Support   Defect Fixes | | * Code deployed on Development environment | | 21-08-2019 | |

**± Sprint QA Report**

The below list outlines the QA deliverables to be provided by TI at the end of each sprint (starting at the end of Milestone 2 / Sprint 8 and continuing through to the end of the project):

1. **Unit and Functional QA Report**

TI will provide a QA report containing all Unit and Functional test cases that were executed during the respective sprint. Acceptance criteria include UI code with no known defects above SEV-3. Deliverables will be in a “Production Ready” state (referencing stubbed data where agreed to with TELUS).

1. **Performance QA Report**

TI will provide a QA report containing all Performance Test Cases executed during the respective sprint. TI will establish baseline metrics prior to applying any changes and provide post implementation performance results. UI performance will be equal to or better than benchmarks established by TI’s baseline tests.

1. **Accessibility QA Report**

TI will provide a QA report containing all Accessibility Test Cases executed during the respective sprint. Acceptance Criteria includes no known accessibility defects according to WCAG 2.0 standards.

1. **Browser and Version QA Report**

TI will provide a QA report containing all Browser test cases executed during the respective sprint. Acceptance Criteria includes no known defects above SEV-3.

1. **Automation Report**

TI will provide an Automation report containing a list of all scripts written and executed during the respective Sprint.

1. **Fees, Expenses and Payment Terms**
   1. Fee, payment and related terms are set forth in the Article 8 of the Agreement.
   2. Following Acceptance by TELUS of the applicable Milestone or Deliverable, and based on the nature and scope of the work as set out herein, TI will invoice TELUS the following amounts for each Milestone or Deliverable. For any Milestone or Deliverable for which there are no Acceptance Criteria, TI will invoice TELUS upon, as applicable, achievement of the Milestone or delivery to TELUS of the Deliverable.

* Notwithstanding anything else in this SOW or the Agreement, the maximum total amount payable by TELUS under this SOW shall not exceed (**CAD $ 385,515.00 Dollars Only***)* in Fees, excluding applicable Taxes and TELUS Manager approved eligible and applicable Expenses, if applicable (“**Maximum Total Fees**”).

*Table 9.2-1: Payment Schedule*

|  |  |  |  |
| --- | --- | --- | --- |
|  | Milestones | Date | Fee |
| 1 | Milestone#1 | 06-02-2019 | 28,825.92 |
| 2 | Milestone#2 | 20-02-2019 | 28,825.92 |
| 3 | Milestone#3 | 06-03-2019 | 28,825.92 |
| 4 | Milestone#4 | 20-03-2019 | 28,825.92 |
| 5 | Milestone#5 | 03-04-2019 | 28,825.92 |
| 6 | Milestone#6 | 17-04-2019 | 28,825.92 |
| 7 | Milestone#7 | 01-05-2019 | 28,825.92 |
| 8 | Milestone#8 | 15-05-2019 | 28,825.92 |
| 9 | Milestone#9 | 29-05-2019 | 41,421.42 |
| 10 | Milestone#10 | 12-06-2019 | 41,421.42 |
| 11 | Milestone#11 | 26-06-2019 | 14,412.96 |
| 12 | Milestone#12 | 10-07-2019 | 14,412.96 |
| 13 | Milestone#13 | 24-07-2019 | 14,412.96 |
| 14 | Milestone#14 | 07-08-2019 | 14,412.96 |
| 15 | Milestone#15 | 21-08-2019 | 14,412.96 |
|  | **Maximum Total Fees** |  | **385,515.00** |

* 1. Payment Terms are set forth in the Agreement, Article 8. The following fees for termination for convenience apply to this SOW: NA
  2. Expenses incurred by TI in furtherance of its obligations under this SOW are not billable to TELUS, except the following if approved by TELUS Manager: NA
  3. Initial and Ongoing Training

Initial new hire training durations for the work types in this SOW are estimated at 2 weeks product training and 2 weeks of nesting training / production practice (or as required to maintain the high quality standards defined within this SOW). The nesting training / production practice will be billed at the Productive Hourly rate.

* 1. Attrition/Backfill Training

TI shall not charge TELUS for training due to the attrition of TI personnel, where such training is required to provide backfill personnel sufficient knowledge and skills required to provide the contracted productive headcount level. In case of unforeseen TI key personnel attrition, removal or transfer, appropriate replacement TI key personnel will be provided by TI as needed, however, the replacement TI key personnel for any discontinued TI key personnel will have experience and qualifications that are equal or superior to those of the replaced TI key personnel. The replacement TI key personnel will be available prior to departure of replaced TI key personnel for knowledge transfer, training, and all other continuity purposes. Should TI experience an immediate resignation whereby replacement TI key personnel is not available TI will notify the TELUS Operations Manager within 24 hours and provide an action plan to back fill the key personnel within two to four weeks. The replacement TI key personnel name, ID, and other Service relevant credentials must be sent by TI to the TELUS Manager for interview, if deemed required by the TELUS Manager, and for approval prior to such TI key personnel providing any Services under this SOW. The TELUS Manager reserves the right to either participate in the interview process or delegate participation to another TELUS manager to act on behalf of the TELUS Manager in the interview process.

* 1. Invoicing Process: TI will process invoices in line with the Agreement and each Party’s internal financial agreed practices and procedures:
* Costs will be recorded to TELUS cost centres via a journal entry prepared by TI;
* The invoice format will include:
  + Program name
  + Program description
  + Milestone/Deliverable name (if applicable)
  + Company code
  + Cost centre
  + Billable hours (if applicable)
    - Productive Hours
    - Overtime hours
  + Service Level Credits (if any)
  + Service Level Bonuses (if any, and if eligible under this SOW)
  + Eligible pre- approved Expenses (at cost) (if any, and if eligible under this SOW)

1. **Specific Service Levels**

10.1 The following Service Levels will apply to this SOW: NA

10.2 Problem escalation: NA

**11.0 Reports**

11.1TI shall provide the following\*\* reports to TELUS:

*Table 11.1-1: Reports*

|  |  |  |
| --- | --- | --- |
| **Report Name** | **Content/ Scope** | **Frequency** |
| Status Report | Summary of: the work completed in the prior week; the work planned in the following week; known risks and issues; other items as mutually agreed between the TI and TELUS Managers. | Weekly |
| Work Item Status | Updates to each work item assigned to staff using the task tracking tools (including the task tracking too, such as Jira, and the comments in the source code repository). These items are to be updated by the team members themselves. | As work progresses |
| QA Sprint Report | Summary of test cases written, executed and associated results for each respective Sprint, including: 1. Unit & Functional QA Report  2. Performance QA Report  3. Accessibility QA Report  4. Browser & Version QA Report  5. Automation QA Report | At the end of each sprint |

**12.0 Assumptions and Additional Provisions**

12.1 TI, its Affiliates and their respective Representatives will not, directly or indirectly, store, transfer, transmit, transport, view, access, disclose, process, handle or otherwise use (collectively, “**Handle**”) any Restricted Data outside of Canada nor will TI provide any Services involving the Handling of Restricted Data from outside of Canada.

* “**Restricted Data**” means all: (1) Personal Information; (2) Confidential Information of TELUS, as Disclosing Party, that relates to any TELUS Customer (including, without limitation, any TELUS Customer’s business, operations, services, customers and personnel); and (3) TELUS Customer data or information provided, collected, generated or otherwise known by TI as a result of any actions under or in respect of this SOW (including as part of TI’s provision, or TELUS’ receipt, of the Services or products contemplated herein); and
* “**TELUS Customer**” means any current (at any time during the term of this SOW) or former customer of TELUS or of any TELUS Affiliate.

12.2 All information and correspondence (e-mail, meetings, application interviews, teleconferences, application documentation, application code, test products, deliverables, etc.) will, as applicable, be in excellent written and spoken English.

12.3 TI shall provide all applicable and appropriate equipment, software and Materials reasonably required by TI to provide the Services. Where applicable, any such equipment and software provided by TI must be configured, at TI's cost, for compatible use with TELUS' systems, equipment, software, and network. If applicable under this SOW, TI will provide, at no extra cost to TELUS, any required, appropriate and appropriately configured -- compatible with TELUS’ standards -- network data and/ or voice connectivity (including its management and appropriate support) between the TELUS local area network environment(s) and all applicable TI Facilities under this SOW, as well as within such TI Facilities’ LAN environment. If TI requires connectivity at any other location for any reason, including for standard TI disaster recovery and other BCP purposes, the cost of such connectivity will be borne by TI, and such connectivity shall, in TELUS’ reasonable view, be appropriate, appropriately configured, compatible with TELUS’ standards, appropriately managed and supported. For clarity, all such connectivity shall be provided within the security as well as infrastructure, technology and connectivity requirements, standards, and provisions set out under the Agreement.

12.4 Further toSection 11.2 of the Agreement, and unless directed otherwise by TELUS Corporate Security in writing, TI will obtain at its own expense such police clearance, background check and/ or other certificates and documentation, and in a format, as required at such time by TELUS Corporate Security and as permitted by law for all TI Service Representatives (local, Onshore, Offshore, as applicable) who are proposed by TI to be assigned to the TELUS account for the purpose of performing the Services. TI furthermore agrees to retain aforementioned documentation on file for such period of time as specified by TELUS Corporate Security.

In addition, TI Manager will coordinate all necessary onboarding/ off boarding activities, for TI Representatives, with TELUS Manager and all relevant other TELUS departmental organizations.

12.5 TI represents and warrants that the Services will be free from material defects and will conform to TELUS service requirements for a period of twelve (12) months following the Acceptance by TELUS of the Services under this Statement of Work. Furthermore, TI represents and warrants that at the time of its delivery to TELUS and as installed, modified or enhanced by the TI or its Representatives, all precautions generally followed by first tier suppliers in the industry have been taken to ensure that all software deliverables, all related software and all sub-systems thereof are free from software virus and disabling codes.

12.6 The following assumptions are asserted as part of this SOW:

* Wireframes will be provided by business.
* Field specifications (Data type, Max length, Min Length, Default value (If any) and Mandatory/optional fields) will be provided for all the fields.
* Labels for Localization in French/English and any specific formats based on French/English region will be provided.
* TELUS UI standards need to be shared with which can help to meet the defined standards.
* All reference data will be shared with us which needs to be used for different drop downs, staff prompts, hyperlinks, PDF Links and instructions.
* If reference data is coming from external systems, then external services will be provided for integration.
* All inbuilt services specifications will be shared which are used for different purposes: like validations or auto completion (i.e. Bank Account validation, Address Search).
* Validation messages will be provided for all the fields.
* Environment setup will be managed by TELUS.
* Deployment infrastructure will be provided and managed by TELUS.
* Team should have access to code and all the environments before the sprint starts.
* Trigger point’s needs to be defined for sending data or pulling data to TPR system.
* Changes required in external services due to listed items will not be in scope of TI.
* External services dependencies should be resolved at least a sprint before. Otherwise, we will be working using mock services. Additional efforts may arise during actual integration at later stage.
* Supported browsers details will be provided.
* New roles and group mapping will be managed by TELUS.
* Accessibility requirements needs to be shared by business with supporting data/labels.
* Accessibility testing will be performed only for new screens or updated components of Provider Management Portal.
* Accessibility testing will be performed on existing infrastructure. No new infrastructure will be built for the same.
* Accessibility testing will be performed using only Mozilla, Internet and Chrome browsers.
* Performance testing will be performed using existing infrastructure.
* Non Functional requirements for performance testing will be shared by business.
* TI will perform Performance Testing on updated and new functionality implemented by TI, including: defects, accessibility work and functional requirements. Any issues that arise out of performance testing, that are determined to be pre-existing, are out of scope for the TI team to resolve.

For Provider Management Portal, Performance testing will be performed on updated and new functionality implemented by TI, including: defects, accessibility work, and functional requirements.

**13.0 Addresses for Administration and Invoicing**

|  |  |
| --- | --- |
| **TELUS Health Solutions Inc.**  *Attention: TELUS Accounts Payable* | **ABC International (ABC) Inc**  *Attention:* *Finance Director* |

**14.0 Agreement**

14.1 The Parties acknowledge and agree that the terms and conditions of the Agreement shall govern this Statement of Work.

14.2 **Counterparts.** This SOW and any Change Orders issued hereunder may be executed in counterparts, which when taken together will constitute one and the same document. This SOW and any Change Orders issued hereunder may be executed by the exchange of signed counterparts by facsimile transmission or electronically in PDF or similar secure format.

Agreed and Accepted:

|  |  |
| --- | --- |
| **TELUS Health Solutions Inc.**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **ABC International (ABC) Inc**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

*FOR TELUS USE ONLY (Cost Centre) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Appendix ‘A’ – Specific Service Level Requirements**

The following outlines the incremental and additional, critical Service related requirements (including KPIs and Service Levels) that are in scope under this SOW. These Schedules and their requirements form an integral part of this SOW.

Not applicable.

**Schedule ‘A1’ to Appendix ‘A’–** *THPS HSM Portals*

This Schedule ‘A1’ *THPS HSM Portals* to Appendix ‘A’ outlines critical service dimensions specifically and incrementally applicable to portions of the services under this SOW.

1. Scope-Specific

See Section 3.1

1. Hours of operation

TI Representatives will perform Services under this SOW during the following hours of operation:

*Offshore hours of operation are* IST: 01:30 PM-10:30 PM (EST: 03:00 AM-12:00 PM)

1. Service Level in accordance to the methodology set out in Schedule 6.2 of the MSA:

*NA*

Within three (3) months of the Effective date or another mutually agreed period, the Parties will meet to review the Service Level Agreement to determine if the SLAs are appropriate under the circumstances. At that time, the Parties may mutually agree to makes changes to the SLAs and amend the SOW in accordance with the Change Management Procedures. Additionally, the parties may mutually agree to change the SLAs from time to time during the life of the SOW given changes in the processes, technology, trending, and/or services focus

**Appendix ‘B’**

**Change Order Form**

CHANGE ORDER No. **<<##>>**

to SOW No. **20YY-##**

***<<SOW Name>>***

*(Fixed Price Services)*

This Change Order (“**CO**”) Number <<*##>>* (“**CO No. <<*##>>*”)** is entered into between ABC International (ABC) Inc (“**TI**”) and TELUS Health Solutions Inc. (“**TELUS**”) (collectively, the “**Parties**”, with each being a “**Party**”) effective <<*Insert Change Order Effective Date>>* (“**Change Order Effective Date**”) and amends the Statement of Work (“**SOW**”) Number 20*YY*-*xx* *(<<Name of SOW>>)* with an original SOW effective date of April 1, 2016 (the “**SOW No. 20*YY*-*xx***”), as governed by and subject to the terms and conditions set out in the Master Services Agreement between TELUS Health Solutions Inc. and TI with an effective date of April 1, 2016 (the “**Agreement**” or “**MSA**”).

All capitalized terms used in this CO No.*<<##>>* shall have the meaning attributed thereto in the Agreement or in SOW No. 20*YY*-*xx*, as amended, unless otherwise defined in this CO No. *##*.

**WHEREAS:**

1. TELUS and TI entered into SOW No. 20*YY*-*xx* effective <<*Month Day, Year>>*;
2. *<<The Parties previously amended various provisions of SOW No. 20YY-xx>>*; and
3. The Parties now wish to <<*further>>* amend certain SOW No. 20*YY*-*xx* provisions.

**NOW, THEREFORE,** in consideration of entering into the SOW and the Agreement and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the provisions of the SOW are amended as follows:

1. **SUMMARY OF CHANGES FROM THIS CHANGE ORDER**

*<<Provide an executive summary of the key change(s). Also list the incremental change in the Maximum Total Fees, as well as the resulting new revised Maximum Total Fees over the entire contract value since SOW Start Date, until the latest SOW End Date.>>*

1. **DETAILS OF CHANGES FROM THIS CHANGE ORDER**

*<<Provide details of each contractual change and impacted sections/sub sections of the original SOW. (Re)-state the modified/added terms and conditions to the original SOW, or mention which terms and conditions are being deleted.>>*

All other terms and conditions of SOW No. 20*YY-##*, as amended, shall remain in full force and effect, un-amended under this CO No. *<<##>>*, except as expressly provided for in this CO No. *<<##>>.*

Each Party covenants and agrees that, subsequent to the execution and delivery of this CO No. *<<##>>* and without any additional consideration, each Party shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to fully perform and carry out the terms and intent of this CO No. *<<##>>*.

**Counterparts**: This Change Order may be executed in counterpart, which when taken together will constitute one and the same document. This Change Order may be executed by the exchange of signed counterparts by facsimile transmission or electronically in PDF or similar secure format.

Agreed and Accepted:

|  |  |
| --- | --- |
| **TELUS Health Solutions Inc.**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **ABC International (ABC) Inc**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

*TELUS Cost Center: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*(for TELUS-internal use only)*

**Appendix ‘C’**

**Legacy Staffing Summary**

The following table summarizes the billing rates and staffing in place at the time of contracting.

Not applicable.

**Appendix ‘D’**

**Acceptance Process**

1. Each Deliverable or Milestone documented in this Statement of Work shall be subject to an acceptance process as follows (“**Acceptance Process**”):

(a) Each Deliverable or Milestone shall be submitted by TI to TELUS for acceptance by TELUS Manager in writing (“**Acceptance**”), through written notice to the TELUS Manager, when TI deems that TI’s Deliverable or Milestone has met all Acceptance Criteria. The TELUS Manager will have an initial period of fifteen (15) Business Days, after the TELUS Manager’s receipt of such Milestone or Deliverable, as applicable, and notice (“**Acceptance Period**”), to inspect the Deliverable or Milestone and to notify TI in writing of either Acceptance (“**Notice of Acceptance**”) or non-acceptance (“**Notice of Non-Acceptance**”) of such Deliverable or Milestone. If no notice is received by TI from the TELUS Manager within such fifteen (15) Business Day period, TI may initiate a written escalation to the TELUS Manager with a copy to the TELUS Manager’s Vice President requesting immediate Notice of Acceptance or Qualified Acceptance or Non-Acceptance.  If, subsequently, notice is still not received within another ten (10) Business Days from aforementioned written escalation, a further escalation may be initiated by TI to the TELUS Manager with a copy to the TELUS Manager’s Vice President as well as the TELUS Manager’s Senior Vice President, requesting immediate Notice of Acceptance or Qualified Acceptance or Non-Acceptance. If, thereafter, no notice is still not received within another five (5) Business Days, TI will provide TELUS with a notice that acceptance will become deemed in two (2) Business Days. If no notice is received by the TI from the TELUS Manager after this final notice, such Deliverable or Milestone will be deemed to have been accepted.

(b) The only basis for Non-Acceptance of a Deliverable or Milestone shall be the failure of such Deliverable or Milestone to conform to the applicable Acceptance Criteria(s);

(c) In case of Non-Acceptance of a Deliverable or Milestone by TELUS, the TELUS Manager shall provide with the formal Notice of Non-Acceptance to TI any deficiencies or errors that form the basis for not accepting the Deliverable or Milestone;

(d) Qualified Acceptance: Where any deficiencies or errors in Deliverables or Milestones, as revealed through the Acceptance Process, do not, in TELUS’ opinion, acting reasonably, materially affect the TELUS-intended use, the TELUS Manager may indicate, in writing, qualified Acceptance (“**Qualified Acceptance**”) of such Deliverable or Milestone, listing the outstanding deficiencies and errors (“**Notice of Qualified Acceptance**”), and the Deliverable or Milestone will then be subject to an abatement of the Fees and/ or Payment Schedule as agreed between the Parties, such abatement to be of an amount which is reasonable in all the circumstances, and TI shall correct those deficiencies and errors as soon as reasonably practicable free of any additional Fees; and

(e) Following submission by TELUS of any Notice of Non-Acceptance or Notice of Qualified Acceptance in accordance with subsection (a) above, TI will, at TELUS’s option and at TI's sole risk and expense, (i) correct or replace the identified deficiencies and errors within a reasonable period of time, as deemed acceptable by the TELUS Manager, and re-submit the Deliverable or Milestone for Acceptance through written notice to the TELUS Manager when TI deems that it has rectified or replaced all identified deficiencies and errors and thereby such Deliverable or Milestone is ready for Acceptance, or, if TELUS so chooses, (ii) stop further Services related to such Deliverable or Milestone or overall as further indicated by TELUS at such time, with no commercial or other obligations by TELUS to TI relating to the applicable, impacted Deliverables or Milestones under the Statement of Work or the Agreement which would have otherwise applied had TELUS been able to accept such Deliverable or Milestone, notwithstanding other rights TELUS may have in such instance under the Statement of Work or the Agreement.

2. **Other Acceptance Related Considerations**.

Payment of any Fees related to a Milestone or Deliverable shall never be due to TI until after Acceptance or Qualified Acceptance or deemed acceptance, as applicable, by the TELUS Manager of said Milestone or Deliverable, and then never exceeding the amount linked to such Milestone or Deliverable in the applicable Statement of Work, with specific consideration of the abated Fees or Payment Schedule in the case of Qualified Acceptance.

Appendix ‘E’ Attachment

