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

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

**Statement of Work #2019-89**

***THPS EHR - Offshore***

*(Time & Materials Services)*

This Statement of Work No. 2019-89 (“**SOW**”) between TELUS Health Solutions Inc. (“**TELUS**”) and **smth**

(Cda) Inc. (“**TI**”), a company duly organized and existing under the laws of British Columbia, 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**”).

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 EHR - Offshore (the “Services”)**

1.2 TELUS wishes to engage TI to provide certain scope-specific Services relating **THPS EHR - Offshore** (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:

* **“Key Performance Indicator”** or “**KPI**” means an operational performance measure relevant to TI’s performance of all or parts of the Services which TI shall gauge, meet or exceed, and report.
* “**Offshore**” means a place of performance, by TI, of Services pursuant to a particular Statement of Work at a TELUS Facility outside Canada or at a TI Facility outside Canada.
* **“Offshore TI Representatives”** means TI Representatives contracted by TI and performing duties at a TI Offshore delivery centre.
* “**Onshore**” means a place of performance, by TI, of Services pursuant to a Statement of Work at a TI Facility in Canada.
* **“Onshore TI Representatives”** means TI Representatives brought by from a 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.
* **“Representative**” means an employee, consultant or other representative.
* **“Service Level Agreement”** or “**SLA**” means a formally and mutually agreed performance measure critical to TI’s performance of all or parts of the Services which TI shall gauge, meet or exceed, and report.
* **“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.
* “**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, lead the Services, manage the successful and complete delivery of the Services by TI.
* **“TI Service Representative”** meansa Representative selected by the TI Manager to perform the agreed upon Services.

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** |
| *TBS* | *TELUS Business Solutions* |
| TSBT | Technology Strategy & Business Transformation |
| *CSE* | *Customer Service Excellence* |
| *D&S* | *Development and Support* |
| *MITS* | *Managed IT Services* |
| *TIC* | *TI Canada* |
| *TICA* | *TI Central America* |
| *TIE* | *TI Europe* |

**3.0 Services**

3.1 Subject to the Agreement, the SOW-specific scope of Services shall include the following: (this includes any tasks, activities, items and scope customarily associated with such Services at TELUS): *This SOW provides a broad set of IT services that are all delivered in a time and materials or staff augmentation delivery model. The resources provided by TI are directed and managed by TELUS staff and their scope of duties is therefore open to change and is dependent on the needs and priorities of TELUS.*

***Scope****:*

***Operation:***

* *Identify, implement, test and monitor changes to OACIS and other assigned information systems*
* *Ensure integration with other applications during updates and upgrades*
* *Conduct validation testing on the information systems to be supported*
* *Manage dictionaries and parameter tables for assigned information systems*
* *Develop and draft procedures or documentation required to address defects discovered by clinical system users*
* *Ensure compliance with the operating and usage rules for the information system in accordance with client standards*

***Support and maintenance:***

* *Address incidents or defects reported in internal requests by:*
* *Identifying and diagnosing the incident*
* *Developing a solution and following up on its resolution*
* *Documenting the proposed solutions*
* *Having the changes integrated into the other clinical system modules*
* *Updating the application operating procedures and distributing them to the relevant support teams or clients*

3.2 The following activities and items are specifically excluded from the scope of Services under this SOW: *N/A.*

1. **Term and Schedule**
   1. This Statement of Work shall commence on *July 29th, 2019* (“**SOW Start Date**”) and shall end on July *24th, 2020* (“**SOW End Date**”), 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. Unless otherwise indicated to TI thirty (30) days prior to the end of the initial or renewal term, the extension of the End Date and this SOW shall be renewed for a period of one (1) month at the same terms and conditions as were in effect as of the date just prior to renewal. The same notification process and TELUS option to renew for additional one (1) month terms shall apply at the end of each renewal term. All such renewals shall be contractually documented through the Change Management Procedures, prior to each renewal.
   3. Without limiting the terms of the Agreement, 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.
2. **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: *N/A*
   * Other North American TI Facilities (outside Canada) *N/A.*
   * Offshore TI Facilities:

**smth** *Digital – powered by* **smth**

5.2 Subject to TELUS security policies, processes and procedures and only as required and deemed 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. After securing approval from TELUS manager, TI may have team members working from home, provided that they are fully enabled according to the regional policies and as agreed to by the TI Manager
  2. TI Representatives will perform Services under this SOW during the following hours of operation:

Onsite hours of operation are 9:00 AM to 4:30 PM ET.

Offshore hours of operation are 12:00 PM. to 9:00 PM Indian Time or 2:30 AM to 11:30 AM EST

TI will have a Daily checkpoint meeting during Toronto Canada Morning /India Evening time

5.5 Offshore TI Representatives will perform Services under this SOW during various business and non-business hours (Monday through Friday and on weekends) specific to each unique role. Generally the work calendar will adhere to the TELUS Canada working calendar however the detailed schedule for each role and approval for ad-hoc non-working days shall be set in consultation with the TELUS Manager.

Specific hours of operation and forecast billable days per year for the various Programs and Representatives are captured in section 6.5.

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 Service Representatives as required in furtherance of its obligations under this SOW, and shall be responsible for providing qualified TI Representatives 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 shall be responsible for the overall management of the Services plus other projects, initiatives and activities that may be related to the Project and Services under this SOW. The TELUS Manager shall manage and direct TELUS Representatives and TI in accordance with this SOW and the Agreement. The TELUS Manager shall be regularly available to meet with the TI Manager.
   3. The TELUS Manager shall be responsible for providing qualified TI representatives with function or project specific training, coaching, education and skill development.
   4. The Parties shall appoint the following key personnel for the SOW Term:

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

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

* Vinod Kumar Singh as Project Owner (smth Digital - powered by TI Manager)
  1. TI shall be responsible for supplying the below Resource Plan to TELUS.

The following table summarizes the Program scope and scale that are currently identified to provide the Services under this SOW. Please refer to ‘Appendix C’ of this document for a detailed list of staff and legacy billing rates that existing at the time of contracting.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Resource Category and level (as per rate card) | Team Count | Hourly Billing Rate ($CAD) | Start Date | End Date |
| Sr. Developer (Offshore) | 1 | $32.00 | 29-July-19 | 24-July-20 |

1. The “Resource Category” column contains the Representative classification
2. The “Team Count” column contains the count of team members
3. The “Hourly Billing Rate” column contains the billing rate for the Representatives
4. The “Start Date” column contains the start date for the Representatives
5. The “End Date” column contains the end date for the Representatives
6. **General Responsibilities**
   1. TI Responsibilities:
7. 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.
8. Without limiting TI’s obligations under this SOW and the Agreement, TI will follow direction of the TELUS Manager and other managers as from time to time designated by the TELUS Manager.
9. The TI Manager (or someone else designated by the TI Manager) shall arrange for at least *weekly* status checkpoints with the TELUS Manager (or otherwise agreed between TI Manager and TELUS Manager), and shall submit to the TELUS Manager status reports, in a mutually agreed upon format appropriate for the scale and duration of the Services in this SOW, prior to such status checkpoints on the status of Services assigned by the TELUS Manager to TI.
10. The TI Manager shall proactively escalate issues/concerns to the TELUS Manager which may negatively impact TI’s ability to satisfactorily provide the Services. 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 Service Charges contemplated hereunder.
11. In addition, without limitation, TI shall also be overall responsible for the following:
    1. *N/A*
    2. TELUS Responsibilities:

TELUS shall be responsible for the overall management and administration of the Project and, as such, will retain overall responsibility.

1. The management of third party suppliers to the Program, except subcontractors to TI;
2. With reasonable advance notice, 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 in furtherance of TI's obligations under this SOW;
3. TELUS x-IDs (this could otherwise impact the start date of the Services);
4. Appropriate access and login credentials to all necessary tools, systems, servers, and other applicable resources, if any, provided five (5) days prior to initiation of Services;
5. Timely responses to key issues, questions, reviews and approvals, as applicable;
6. To the extent required in the Agreement, providing appropriate access, within the TELUS environment, to appropriate and necessary engagement specific software, tools, and systems to enable TI to deliver its Services under this SOW;

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 INTENTIONALLY LEFT BLANK***

1. **Charges, Expenses and Payment Terms**
   1. Payment Terms are set forth in the Agreement, Article 8.
   2. Based on Section 1, Description of the Program, TI agrees to perform the Services under this SOW at the Hourly Rates quoted in Canadian dollars in section 6.5.
      1. The maximum total estimated fees for under this SOW are as follows**: CAD 41,080.00**
   3. TI shall provide the following non-billable TI Service Representatives in accordance with the ratios below. All ratios will be reviewed as needed; changes can be made when both Parties agree via the Change Management Procedures as set forth in the Agreement. It is understood that these TI Service Representatives may be shared with other TELUS programs.
   4. Overtime

For each calendar month, TI may charge TELUS for the daily hours of TI Representatives overtime hours that are pre-authorized and pre-approved by the TELUS Manager or authorized delegate, and that are subsequently provided during such calendar month. TI shall provide to TELUS, as part of each applicable monthly invoice, a detailed description of such overtime hours and the number of overtime hours associated with each TI Representative.

The following table outlines the all-inclusive Hourly Rate for each approved individual overtime hour for TELUS Services under this SOW quoted in Canadian dollars:

|  |  |
| --- | --- |
| **Project** | **Overtime Hourly Rate** |
| All | 1.0x base rate |

* 1. Compensatory time

If a team members needs to work on different activities that are off schedule or ends the week with more than the established weekly hours, compensatory time should be scheduled during the following two weeks, unless overtime is considered.

* 1. Initial and Ongoing Training

Initial new hire training durations for the work types in this SOW are dependent on the needs of the tasks and role undertaken by each resource and are to be mutually agreed in advance by the TELUS Manager and TI Manager. Training 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 Representatives, where such training is required to provide backfill Representatives sufficient knowledge and skills required to provide the contracted productive headcount level. In case of unforeseen TI Representatives attrition, removal or transfer, appropriate replacement TI Representatives will be provided by TI as needed, however, the replacement TI Representative for any discontinued TI Representative will have experience and qualifications that are equal or superior to those of the replaced TI Representative. The replacement Representative will be available prior to departure of replaced TI Representative for knowledge transfer, training, and all other continuity purposes. Should TI experience an immediate resignation whereby replacement TI Representatives are not available TI will notify the TELUS Manager within 24 hours and provide an action plan to backfill the Representative within a maximum of six weeks. The replacement TI Representative's name(s), ID(s), 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 Representative 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 TELUS Finance and TI Finance agreed practices and procedures:
* For TI representatives logging time through TELUS systems (e.g. e.Time), TELUS Manager approval of time shall replace the monthly invoicing approval process.
* Billable Productive Hours: TI will be expected to submit an invoice to TELUS no later than five (5) Business Days after the end of each calendar month;
* Once received, TELUS will be required to review and approve or dispute the submitted Billable Hours within ten (10) Business Days of receipt of the invoice;
* Costs will be recorded to TELUS cost centres via a journal entry prepared by the TI Finance Team;
* The monthly invoice format will include:
  + Project name
  + Project description
  + Company code
  + Cost centre
  + Billable hours
    - 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 TI shall meet the specific Service Level Requirements detailed in Appendix “A” (Specific Service Level Requirements). Such Service Level Requirements have been determined and agreed by TELUS and TI as relevant and reasonable measures to assess TI’s performance of the Services. Notwithstanding the foregoing, the Force Majeure Event provision per Section 22.3 of the Agreement shall apply to this SOW.

10.2 Problem Escalation

If TI experiences two (2) or more consecutive calendar months of not reaching the target level of performance for each and every Service Level Requirement, TI shall be responsible to conduct a root cause analysis, and shall report the root cause thereof (“**Root Cause Analysis**”) to TELUS within fifteen (15) calendar days following the calendar month that gave rise to the Root Cause Analysis. In addition and at the same time, TI shall provide a corrective action plan to TELUS, outlining a priority plan to re-achieve the expected target levels of performance for all Service Level Requirements, in accordance with the following table:

|  |  |  |
| --- | --- | --- |
| **Number Of Months at Less Than the Expected Target Level** | **TI Action Plan Presented By:** | **TI Action Plan Presented To:** |
| 2 consecutive calendar months | TI Manager | TELUS Manager |
| 3 consecutive calendar months within a 12 month period. | TI Manager and Regional Operations Director | TELUS Senior Operations Manager and TELUS Director |
| More than 3 consecutive calendar months within a 12 month period. | VP Operations, Regional Operations Director and TI Manager | TELUS VP Operations |

TELUS shall only invoke the escalation procedure described above upon determination, pursuant to Root Cause Analysis, that TI materially contributed to cause the applicable failure to meet the Service Level Requirement. Upon approval of the corrective action plan by TELUS, TI shall immediately implement such plan.

10.3 In addition to, and not in replacement of, any other provisions in the Agreement, and notwithstanding Section 19.3 of the Agreement, should TI have four or more consecutive calendar months where at least one Service Level is not met ("**Chronic Service Failure**"), TELUS may exercise the right to terminate this SOW for cause effective immediately, while paying TI for Services provided up to such effective date of termination as TELUS’ only remaining obligation, except for fees for Transition-out Assistance Service if such Transition-out Assistance Service are requested by the TELUS Manager at such time. If Transition-out Assistance Service are requested by TELUS, such Transition-out Assistance Service shall be provided by TI with TI personnel and at commercial and other terms and conditions as were in effect under this SOW as of the date such Termination Assistance Services are requested by the TELUS Manager.

1. **Reports**

11.1TI shall provide the following reports to TELUS:

|  |  |  |
| --- | --- | --- |
| **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 |

**12.0 Assumptions and Additional Provisions**

12.1 TI acknowledges that it shall not store, transfer, transmit, view, access, disclose, process, handle, use or otherwise exploit, directly or indirectly, (collectively, “Handle”) any Restricted Data outside of Canada nor will Supplier 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 Supplier as a result of any actions under or in respect of this Agreement (including as part of Supplier’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 Agreement) 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.) is, as applicable, assumed to 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/ offboarding activities, for TI Service 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:

* N/A

**13.0 Addresses for Administration and Invoicing**

|  |  |
| --- | --- |
| **TELUS Health Solutions Inc.**  *Attention: TELUS Accounts Payable* | **smth (Cda) 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **smth (Cda) 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 SLAs) for specific sub-sets of the TELUS Data and Voice telecommunications products and services (Service Categories) that are in scope under this SOW. These Schedules and their requirements form an integral part of this SOW.

**Schedule ‘A1’**

**Appendix ‘A’– THPS HER - Offshore**

This Schedule ‘A1’ THPS HER - Offshore to Appendix ‘A’ outlines critical Service dimensions specifically and incrementally applicable to the THPS HER - Offshore portions of the Services under this SOW.

1. Scope-Specific

Refer to section 3.1 of the SOW

1. Hours of Operation

Offshore TI Representatives will generally perform the Services during the following hours of operation:

Offshore hours of operation are IST: 12:00 PM-09:00PM (EST: 02:30 AM-11:30 AM)

1. Service Level Agreement ("**SLA**")

*N/A*

Within three (3) months of the go live date, 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>>***

*(SOW Type, e.g. Fixed Price, Deliverables-based Services; Time & Materials Service; Time & Materials Services with Deliverables; Managed Services)*

This Change Order (“**CO**”) Number <<*##>>* (“**CO No. <<*##>>*”)** is entered into between **smth**  (Cda) 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 is a company existing under the laws of British Columbia, and is a legal successor in interest to TELUS Health Solutions Inc;
2. TELUS and TI entered into SOW No. 20*YY*-*xx* effective <<*Month Day, Year>>*;
3. *<<The Parties previously amended various provisions of SOW No. 20YY-xx>>*; and
4. 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 Service Charges, as well as the resulting new revised Maximum Total Service Charges 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **smth (Cda) 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.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Resource Name | Resource Category and level (as per rate card) | Location | Hourly Billing Rate ($CAD) | Start Date | End Date | Total Cost for Resource |
| Super Mock | Sr. Developer (offshore) | Offshore | $20.00 | 29-July-19 | 24-July-20 | **$41,080.00** |
| *Total estimated Fees* | | | | | | **$41,080.00** |