

## SCHEDULE 4

### SERVICES PROTOCOLS AND SPECIFICATIONS

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**APPENDIX 4A PROPOSAL EXTRACTS (SERVICES)**

**APPENDIX 4B HANDBACK REQUIREMENTS**

**APPENDIX 4C PLANT SERVICES AND PERFORMANCE INDICATORS**

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**APPENDIX 4E UTILITIES MANAGEMENT**

## SCHEDULE 4

### SERVICES PROTOCOLS AND SPECIFICATIONS

#### 1. DEFINITIONS

In this Schedule, in addition to the definitions set out in Schedule 1 of the Agreement:

**“Authority Policies”** means the following policies, or portions of policies where only a portion is indicated, of the Authority as at the Effective Date, copies of which have been provided to Project Co:

- (a) Handwashing Station Standards-BCCA Infection Control;
- (b) Alcohol-based Hand Rub (ABHR) Dispenser Placement Guidelines;
- (c) Healthcare Facility Design Position Statement;
- (d) Interim Guidelines for Health Care Design Oncology Centers & Units;
- (e) PHSA-Site-Guidelines-Data-Telecom-Chapter-Only-Cat6-rev;
- (f) Health Care Cleaning Outcome Standards – V7A Version Seven – Revision A, Issue Date: October 24, 2007,

including, subject to Section 3.3 of this Schedule, as applicable from time to time, any amendments of those policies and any additional policies.

**“Annual Service Plan”** has the meaning set out in Section 4.2 of this Schedule;

**“BMS”** means the computerized building management system for the Facility;

**“CMMS”** means the computerized maintenance management system for the Facility;

**“Demand Requisition”** means any request for service, report of a Service Failure, report of an Unavailability Event or any other report or inquiry made by a Facility User to the Help Desk or to Project Co;

**“Environmental Management Plan”** has the meaning set out in Section 4.5 of this Schedule;

**“Facility Condition Report”** has the meaning set out in Section 2.3(d) of this Schedule;

**“Facility Users”** means the Authority, Authority Persons, physicians, patients, visitors, students and volunteers using or present at the Facility;

**“Five Year Maintenance Plans”** has the meaning set out in Section 4.3 of this Schedule;

**“Handback Requirements”** means the requirements set out in Appendix 4B;

**“Help Desk”** means the contact point established by Project Co in respect of the Help Desk Services for the notification of Demand Requisitions, the occurrence of Events and other matters arising in relation to the provision of Services;

**“Help Desk Report”** has the meaning set out in Appendix 4D;

**“Help Desk Services”** has the meaning set out in Appendix 4D;

**“Joint Technical Review”** has the meaning set out in Section 2.3(a) of this Schedule;

**“Life Cycle Plan”** has the meaning set out in Section 4.4 of this Schedule;

**“Operating Period Joint Committee”** means the committee established pursuant to Section 2.2(a) of this Schedule;

**“Operating Period Representative”** has the meaning set out in Section 2.1 of this Schedule;

**“Performance Indicators”** means the performance indicators described in each of Appendix 4C, Appendix 4D and Appendix 4E;

**“Performance Monitoring Program”** means the performance monitoring system, equipment and procedures in place for monitoring performance of the Services as more particularly described in Section 6.1 of this Schedule;

**“Performance Monitoring Report”** has the meaning set out in Section 6.2 of this Schedule;

**“Plans”** means the Service Commencement and Start-Up Plan, the Annual Service Plan, the Five Year Maintenance Plans, the Lifecycle Plan and the Environmental Management Plan;

**“Plant Services”** has the meaning set out in Section 5.1 of this Schedule;

**“Proposal Extracts (Services)”** means the proposal extracts attached as Appendix 4A;

**“Rectification”** means, following the occurrence of an Event, making good the Event so that the subject matter of the Event complies with the levels of performance required pursuant to this Agreement, including (a) restoring all functional capability and (b) ensuring that all affected Functional Units comply with the Availability Condition; **“Rectify”** and **“Rectified”** will be construed accordingly;

**“Rectification Period”** has the meaning set out in Schedule 8 [Payments];

**“Reporting Error”** has the meaning set out in Section 6.5 of this Schedule;

**“Respond”** and **“Response”** means:

- (a) with respect to all Services, the appropriate personnel attending the location of the Event, making the location, and all affected locations safe, in accordance with Good Industry Practice, and providing a plan acceptable to the Authority, acting reasonably, for the Rectification of the Event; and

- (b) with respect to routine matters for all Services, means either the foregoing or an electronic response from the Help Desk confirming the details of the Event and providing a plan acceptable to the Authority, acting reasonably, for the Rectification of the Event;

**“Response Time”** means the period of time following a Demand Requisition or other electronic report or recording by the BMS during which Project Co must Respond, each as indicated as a “Response Time” for the relevant Service in the Performance Indicators;

**“Service Commencement and Startup Plan”** means the plan described in Section 4.1 of this Schedule; and

**“Utility Management Services”** has the meaning set out in Section 5.3 of this Schedule.

## 2. ADMINISTRATION

### 2.1 Operating Period Representatives

- (a) Not less than 1 year before the Target Service Commencement Date, each of the parties will designate in writing a person (the **“Operating Period Representative”**) to be that party’s single point of contact with respect to the Operating Period and the Services.
- (b) A party’s Operating Period Representative will have full authority to act on behalf of and bind the party with respect to Services, except an Operating Period Representative will not have the authority to execute or to agree to any amendments or to give any waivers of this Agreement.
- (c) A party may at any time and at its discretion by written notice to the other party change the person appointed as its Operating Period Representative. If at any time a party objects to the Operating Period Representative of the other party then the other party will give reasonable consideration to replacing the Operating Period Representative with a person reasonably acceptable to the objecting party.
- (d) Except as otherwise set out in this Agreement, all costs or expenses incurred by or with respect to a party’s Operating Period Representative will be for the account of that party.

### 2.2 Operating Period Committee

- (a) Not less than one year before the Target Service Commencement Date, the Authority and Project Co will establish, and will maintain throughout the Operating Period, a joint liaison committee (the **“Operating Period Joint Committee”**) consisting of the Operating Period Representatives and such other members as the parties may agree from time to time.
- (b) The purpose of the Operating Period Joint Committee is to provide a formal forum for the parties to consult and cooperate in all matters relating to the Facility during the Operating Period and any member appointed to the Operating Period Joint Committee will not have any duties or obligations arising out of such appointment independent of such member’s duties or obligations to the party making such appointment.

- (c) The Operating Period Joint Committee:
- (1) will only have the authority as expressly delegated to it by the Authority and Project Co, and both parties will give reasonable consideration to delegating appropriate authority to permit efficient decision making with respect to the Facility and the Services;
  - (2) may strike, establish terms of reference for, delegate authority and appoint members having the necessary experience and qualifications to such sub-committees as the Operating Period Joint Committee may determine are necessary from time to time and all such sub-committees will report to the Operating Period Joint Committee;
  - (3) will establish protocols and procedures for undertaking the tasks and responsibilities delegated to it, including a co-operative and consultative process to review all Plans submitted to it pursuant to Section 4.6 of this Schedule;
  - (4) may make recommendations to the parties on all matters relating to the Facility and the Services, which the parties may accept or reject in their complete discretion ; and
  - (5) will have no authority to agree to any amendments or to give any waivers of this Agreement.
- (d) Subject to the provisions of this Agreement, the members of the Operating Period Joint Committee may adopt such procedures and practices for the conduct of the activities of the Operating Period Joint Committee as they consider appropriate from time to time and may:
- (1) invite to any meeting of the Operating Period Joint Committee such other (non-voting) persons as a member may decide; and
  - (2) receive and review a report from any person agreed by the members of the Operating Period Joint Committee.
- (e) Recommendations of the Operating Period Joint Committee must be unanimous;
- (f) The Operating Period Joint Committee will meet (unless otherwise agreed by its members) at least once each month:
- (1) prior to Service Commencement Date, at the corporate offices of the Authority; and
  - (2) after the Service Commencement Date, at the Facility,

and from time to time as necessary. Any member of the Operating Period Joint Committee may convene a meeting of the Operating Period Joint Committee at any time. Meetings of the Operating Period Joint Committee will be convened on not less than 10 Business Days' notice (which will also identify the agenda items to be discussed at the

meeting) provided that in an emergency a meeting may be called at any time on such notice as may be reasonable in the circumstances.

- (g) Minutes of all recommendations and meetings of the Operating Period Joint Committee will be kept by Project Co in accordance with Schedule 14 [Records and Reports] and copies circulated promptly to the parties within five Business Days of the making of the recommendation or the holding of the meeting.

### 2.3 Joint Technical Review

- (a) At the end of each five-year period throughout the Operating Period, Project Co and the Authority, supported by an independent inspector and such technical resources as are mutually deemed necessary, will conduct a joint technical review (the “**Joint Technical Review**”) of the Facility. The Joint Technical Review will assess the performance and effectiveness of both the preventive maintenance and life cycle works completed over the previous period and the work planned and scheduled for the upcoming five-year period in accordance with the Five Year Maintenance Plan, Life Cycle Plan and the Services Protocols and Specifications.
- (b) The current Facility condition standard for each Joint Technical Review will be based on the principle that each Maintained Element of the Facility and Site will be maintained in a condition which is consistent with due performance by Project Co of its obligations under this Agreement.
- (c) During the final five years of the Operating Period, the parties on mutual agreement may cancel the requirement for a Joint Technical Review and carry out the inspection provisions of the Handback Requirements.
- (d) The findings of the Joint Technical Review will be documented in a written report (a “**Facility Condition Report**”) that:
  - (1) identifies the condition of the Facility and each Maintained Element; and
  - (2) identifies any deficiencies in the performance of the obligations of Project Co under this Agreement with respect to the condition of the Facility and each Maintained Element to the technical standards and specifically, the Services Protocols and Specifications and Life Cycle Plan.
- (e) Within 15 Business Days of receipt of the Facility Condition Report, Project Co will prepare a remediation plan outlining its approach and proposed schedule for rectification of any identified deficiencies through integration with the Five Year Maintenance Plan and the Life Cycle Plan.
- (f) The parties will convene a meeting of the Operating Period Joint Committee to examine the findings of the Joint Technical Review and the Project Co remediation plan. If required, the parties will undertake a subsequent inspection of the remediation work completed by Project Co and issue a revised Facility Condition Report.

## **2.4 Authority Not Responsible for the Services**

The Authority's rights of review, acceptance, approval or confirmation of compliance with respect to any aspect of the Services will be for the Authority's benefit only, and no acceptance, approval or confirmation of compliance by the Authority's Operating Period Representative or other representative of the Authority will in any way relieve Project Co of its obligation for all aspects of the Services except as may be expressly set out in this Agreement.

## **3. PERFORMANCE OF SERVICES**

### **3.1 Delivery of Services**

Project Co will at all times during the Operating Period provide the Services:

- (a) in accordance with the:
  - (1) specifications set out in this Schedule;
  - (2) Plans then in effect; and
- (b) to reflect and capture the intent and benefits of the Proposal Extracts (Services).

### **3.2 Standards**

Project Co will at all times during the Operating Period provide the Services:

- (a) in accordance with the standards set out in this Schedule;
- (b) in compliance with all applicable Laws;
- (c) in compliance with all agreed upon service protocols and applicable Authority Policies;
- (d) to the standards required to maintain the Facility's full accreditation under the Accreditation Canada to the extent the Services contribute to the maintenance of the accreditation;
- (e) in a manner based on sound technical and operational procedures in accordance with Good Industry Practice; and
- (f) to the same standards that an experienced, prudent, and knowledgeable long term owner of a comparable public health care facility in Canada, taking into account the age and use of the comparable facility.

If one or more of the foregoing standards is applicable to any particular Service, then the highest of such standards will apply.

### **3.3 Changes to Authority Policies**

If the Authority changes any Authority Policies, including by any amendments or additional policies referenced in the definition of "Authority Policies", and such changes to Authority Policies are a Change or



might reasonably be expected to result in an increase in Project Co's costs of performing the Services, the terms of Schedule 6 [Changes, Minor Works and Innovation Proposals] will apply.

#### 4. OPERATING PERIOD PLANS

##### 4.1 Service Commencement and Startup Plans

Project Co will establish and implement a service commencement and startup plan (the "**Service Commencement and Startup Plan**") incorporating the following:

- (a) a schedule identifying the tasks to be completed prior to the Service Commencement Date and the targeted completion dates of such tasks such that Project Co will be in a position to commence delivery of the Services on the Service Commencement Date;
- (b) the Annual Service Plan for the first 12 months of the Operating Period;
- (c) a preliminary Five Year Maintenance Plan and Life Cycle Plan;
- (d) a preliminary Environmental Management Plan; and
- (e) a detailed description of all elements of the Performance Monitoring Program and how such program will be implemented at Service Commencement.

##### 4.2 Annual Service Plans

Project Co will establish and implement an annual service plan (the "**Annual Service Plan**") for the delivery of the Services in accordance with the terms of this Agreement and Good Industry Practice which will include:

- (a) detailed operational policies, procedures and practices for the Facility and the Services including the methods by which Project Co will deliver the Services such that they:
  - (1) are consistent with the Appendices to this Schedule 4;
  - (2) will not interfere in any material respect with and will be complementary to the delivery of health care and other related services by the Authority and Authority Persons and use of the Facility by Facility Users; and
  - (3) have regard for the needs and interests of all Facility Users;
- (b) a detailed organizational and staffing plan for all employees of Project Co, the Service Provider and Sub-Contractors engaged to perform the obligations of Project Co under this Agreement which plan will include:
  - (1) provision of:
    - (A) sufficient and appropriately qualified, licensed, trained, experienced and competent employees or Sub-Contractors with the skills necessary to perform the Services; and

- (B) a designated site manager or responsible delegates who will be contactable by the Authority and one of whom will be available to be on Site within two hours notice from the Authority;
- (2) policies and procedures with respect to:
- (A) occupational health and workplace safety including:
    - (i) infection control policies (including routine precautions, isolation, hand washing, blood, body fluid protocols, Legionella precautions, etc.) consistent with those of the Authority in effect for the Facility;
    - (ii) the provision of immunization and infection testing programs consistent with those of the Authority in effect for the Facility, including those for influenza, Hepatitis B and Tuberculosis;
    - (iii) personal hygiene and hand washing;
    - (iv) the provision of appropriate dress and appropriate personal protective equipment (gowns, face shields, masks, etc.)
    - (v) the provision of identification systems reasonably required by the Authority;
    - (vi) appropriate rules of conduct for the Facility;
    - (vii) first aid training; and
    - (viii) use of all applicable equipment;
  - (B) confidentiality and privacy policies consistent with those of the Authority in effect for the Facility;
  - (C) appropriate Facility orientation and job training;
  - (D) responding to codes and emergency alarms and procedures used by Project Co and the Authority (to the extent the Authority has notified Project Co of such codes, alarms and procedures) at the Facility;
- (3) procedures for reporting to the Authority any employee of Project Co, the Service Provider or any Sub-Contractor:
- (A) suffering from any illness which may compromise the health or safety of any Facility User; and
  - (B) instances of any employee of Project Co, the Service Provider or any Sub-Contractor having had contact with any person suffering from any illness which may compromise the health or safety of any Facility User;

- (4) procedures for obtaining and reviewing with the Authority criminal records checks for all new employees of Project Co, the Service Provider or any Sub-Contractors (and their employees) within 30 days of hire and:
  - (A) ensuring no such persons commence work with children or other patients whose condition makes them similarly vulnerable until the results of a recent criminal record check is received, reviewed and is satisfactory; and
  - (B) terminating the employment of any person whose criminal record is not satisfactory to the Authority;
- (c) details of any proposed amendments to the Performance Monitoring Program and the methods by which Project Co will satisfy the reporting requirements described in Section 6 of this Schedule;
- (d) provision for the training and re-training of all Facility Users designated by the Authority, acting reasonably, including the Authority's employees, contractors and sub-contractors, physicians, students and volunteers engaged at the Facility, as to the use and operation of the Help Desk, communication systems and all other electronic monitoring systems and equipment provided by Project Co;
- (e) an auditable quality assurance control plan based on Good Industry Practice for the Services and all aspects of the Facility for which Project Co is responsible under this Schedule 4;
- (f) details of all:
  - (1) Maintenance undertaken during the previous year, including a summary of all Service Failures and Unavailability Events incurred and corrective actions undertaken; and
  - (2) Scheduled Maintenance plans for the ensuing year, including:
    - (A) date and time when the work is scheduled to be performed;
    - (B) location of the work to be undertaken;
    - (C) identification of activities which may cause disruption to the Authority or other Facility Users and the methods by which Project Co will make appropriate accommodations to minimize such disruptions;
    - (D) a risk assessment, including with respect to health and safety;
    - (E) a method statement in respect of any proposed work; and
    - (F) any changes proposed to Maintenance Access Times either by the Authority or by Project Co;

- (g) a comprehensive preventive maintenance program comprised of planned and scheduled cyclical maintenance of all Maintained Elements planned, scheduled, controlled and monitored utilizing the CMMS and including:
- (1) hierarchical based component identification;
  - (2) description (make, model, serial #, capacity, etc);
  - (3) location;
  - (4) priority classification;
  - (5) unique identification code;
  - (6) Maintenance job plan description including:
    - (A) detailed maintenance procedures;
    - (B) warranty requirements;
    - (C) parts and consumables;
    - (D) regulatory or statutory requirements; and
    - (E) special instructions;
  - (7) frequency;
  - (8) scheduled dates;
  - (9) maintenance history including planned and unplanned;
  - (10) Service provider (staff or contractor) of the Service;
  - (11) status; and
  - (12) notes including inspection observations, recommendations and comments;
- (h) provision for undertaking:
- (1) routine inspection and testing and servicing, in accordance with the requirements of the insurers of the Project, recommended manufacturers' guidance and Good Industry Practice, of:
    - (A) Building Systems including but not limited to: Heating, Ventilation and Air Conditioning (HVAC) systems, plumbing and water systems, elevators and conveying devices, mechanical systems, and electrical distribution systems;

- (B) life safety and emergency systems including but not limited to: standby generators and associated transfer switches, standby domestic pumps, fire alarms, fire fighting equipment and suppression systems, security systems and devices, emergency lighting systems and exit signs, voice communication systems, etc.; and
  - (C) interior and exterior building finishes and fabric including but not limited to: floors, walls and ceiling coverings, paint, hardware, windows, doors, cladding, roofing systems, and other architectural and structural components;
- (2) testing for legionella;
  - (3) testing, labeling and recording of all portable appliances, including:
    - (A) testing and certifying all portable test equipment, pressure gauges and recording equipment;
    - (B) testing and certifying all fixed instrumentation and will take the necessary action to repair, replace and adjust such devices as required; and
    - (C) ensuring that all test equipment is itself tested and carrying the necessary valid certification.
  - (4) commissioning and re-commissioning plans for all new plant operations, systems and equipment.
- (i) an analysis of historical operating performance trends and identification of potential service adjustments required for improved delivery of the Services to the Authority and Facility Users;
  - (j) comprehensive fire, emergency, disaster preparedness, post-disaster operational and contingency response plans for the Facility which are in accordance with the British Columbia Emergency Response Management System, the Regional District Emergency Response Plan and integrated with those of the Authority, which will include:
    - (1) plans and procedures for:
      - (A) fire drills on all work shifts in conjunction with the Authority and the relevant fire officials;
      - (B) evacuation of the Facility in the event of fire or other emergencies;
      - (C) Project Co's role in a declared outbreak or pandemic;
      - (D) Project Co's role during and after a natural disaster such as flood or earthquake; and
      - (E) Project Co's business contingency and service resumption plans.

- (2) training of all Project Co staff with respect to fire safety;
- (3) provision that all available Site-based Project Co staff or Project Contractor will provide whatever assistance can safely be provided in response to an emergency including:
  - (A) responding to a fire or other emergency alarm;
  - (B) reporting blocked fire access routes to the Help Desk and the Authority;
  - (C) assisting the Authority's security personnel in limiting unauthorized access to the scene of a fire or other emergency;
  - (D) assisting in the evacuation of the affected areas; and
  - (E) liaising with external agencies, including the Fire Department as part of its response in relation to an incident; and
- (4) confirmation that:
  - (A) all emergency procedures and contingency plans including, fire compartmentalization design, provision of escape routes and provision of fire fighting equipment and systems are compliant with the requirements of this Agreement; and
  - (B) the fire alarm system is properly certified;
- (k) plans detailing procedures for responding to Unavailability Events and Service Failures;
- (l) protocols and procedures for cooperation with the Authority (and its contractors) in respect to the Authority's operations at the Facility, including repair and maintenance protocols for all infrastructure, utilities, systems and equipment integrated or connected with those of the Authority;
- (m) a procedure to ensure regular liaison and communication between Project Co's managers and supervisors and the Authority and Authority Persons to facilitate the delivery of the Services and to ensure Project Co is made aware of the day-to-day specific requirements of the Facility Users;
- (n) details of any proposals for changes to the manner in which Project Co delivers the Services and the anticipated impact of those changes on the Authority and Facility Users;
- (o) a description of the arrangements and services to be provided by Project Co in respect of religious observances and other special cultural occasions which the Authority notifies Project Co are to be observed and recognized at the Facility provided any such arrangements and services will be consistent with those commonly recognized within the community; and

- (p) an update of the Five Year Maintenance Plan and the Environmental Management Plan detailing the elements and schedule of each such plan to be implemented during the ensuing 12 month period.

#### 4.3 Five Year Maintenance Plans

Project Co will establish and implement throughout the Operating Period a rolling five year maintenance plan (the “**Five Year Maintenance Plan**”) for the Facility and the Maintained Elements based on Good Industry Practice which will include details and scheduling of planned, preventative and replacement maintenance programs, including those set out in the Life Cycle Plan, to be undertaken during that period.

#### 4.4 Life Cycle Plan

Project Co will establish and implement throughout the Operating Period in conjunction with the Five Year Maintenance Plan an asset life cycle and rehabilitation plan (the “**Life Cycle Plan**”) for all Maintained Elements based on the Life Cycle Report and Good Industry Practice which will include:

- (a) the methods and practices by which Project Co will:
- (1) ensure the long-term integrity and ongoing operational serviceability of the Facility;
  - (2) preserve the design and performance criteria for all aspects of the Facility;
  - (3) ensure that on the Expiry Date all aspects of the Facility for which Project Co is responsible are functional to the standard specified in the Handback Requirements;
  - (4) minimize, to the extent reasonably possible, disruption to the Authority’s activities and programs at the Facility; and
  - (5) initiate emergency procurement to enable timely replacement and response to the unexpected failure of elements of the Facility; and
- (b) specific refurbishment and replacement strategies, key assumptions and annual cost provisions for all aspects of the Facility for which Project Co is responsible, categorized by major elements.

#### 4.5 Environmental Management Plan

Project Co will establish and implement throughout the Operating Period an environmental management plan (the “**Environmental Management Plan**”) for the Facility based on Good Industry Practice which will include Project Co’s policies and procedures for:

- (a) maintaining a safe environment through the use of processes, practices, materials and products that avoid or minimize the production or disposal of Hazardous Substances;

- (b) ensuring that the Services are performed in a careful and environmentally responsible fashion to minimize adverse effects on health and the environment;
- (c) managing air and waste water emissions including greenhouse gases, halocarbons and other ozone depleting substances;
- (d) managing fuel storage tanks;
- (e) managing sound pollution from the Facility;
- (f) implementing a proactive indoor air quality (IAQ) management program;
- (g) ensuring drinking water quality and safety;
- (h) implementing a proactive mould growth and legionella prevention program;
- (i) developing an occupant environmental awareness program in conjunction with the Authority; and
- (j) adhering to, updating and maintaining as current the operational policies, procedures and practices for the performance of the Services.

#### **4.6 Preparation of Plans**

Project Co will work co-operatively with the Authority's Operating Period Representative in the preparation of all Plans and will submit draft Plans for review and comment by the Operating Period Joint Committee prior to formal submission of such Plans to the Authority pursuant to Section 4.7 of this Schedule.

#### **4.7 Submission of Plans to the Authority**

No later than:

- (a) 180 days prior to the Target Service Commencement Date, Project Co will submit to the Authority's Operating Period Representative a preliminary Service Commencement and Start-up Plan;
- (b) 90 days before the Target Service Commencement Date, Project Co will submit to the Authority's Operating Period Representative, the Service Commencement and Start-Up Plan; and
- (c) 90 days before the Target Service Commencement Date, Project Co will submit to the Authority's Operating Period Representative, the first Annual Service Plan for the ensuing year and thereafter for each year, on the anniversary of the Target Service Commencement Date, Project Co will submit to the Authority's Operating Period Representative the Annual Service Plan for the ensuing year.

The Authority will review the Plans and may, but will not be obliged to, provide comments to Project Co proposing changes to such plans that the Authority considers desirable or necessary. Project Co will



have due regard to any comments which the Authority may have in relation to any of such Plans and will attend such meetings as the Authority or the Authority's Operating Period Representative may reasonably require in order to discuss the Authority's comments and proposals provided that:

- (d) it will remain Project Co's responsibility to ensure that its obligations in relation to the Facility and the Services are carried out in accordance with this Agreement; and
- (e) no comments or lack of comments will impose any liability on the Authority or in any way relieve Project Co of its obligations under this Agreement.

#### **4.8 Failure to Prepare Plans**

Any failure of Project Co to prepare and submit to the Authority any Plan in accordance with this Section 4 will be deemed to be a High Service Failure on the first day each such Plan is due and not submitted and an additional High Service Failure each day thereafter until submitted.

#### **4.9 Amendment of Plans**

Project Co will follow the review procedure described in Section 4.7 prior to amending any Plan.

### **5. SERVICES**

#### **5.1 Plant Services**

Project Co will perform the plant services described in Appendix 4C (the "**Plant Services**").

#### **5.2 Help Desk Services**

Project Co will perform the help desk services described in Appendix 4D (the "**Help Desk Services**").

#### **5.3 Utility Services**

Project Co will perform the utility services described in Appendix 4E (the "**Utility Management Services**").

#### **5.4 Additional Services**

Project Co agrees that in addition to the Services it will provide all other ancillary and additional services as may be reasonably required to achieve the standards and specifications set out in this Agreement.

### **6. PERFORMANCE MONITORING AND REPORTING**

#### **6.1 Project Co Performance Monitoring**

Project Co will at all times during the Operating Period have in place a Performance Monitoring Program pursuant to which Project Co will monitor the delivery of the Services which will include:

- (a) all electronically recorded or written data, information or communications made in respect of the Services and all aspects of the Facility for which Project Co is responsible under this Schedule 4, including such data, information or communications made to or

generated by the BMS, the computerized CMMS, the Help Desk and any other information system used by Project Co in connection with the Facility and the Services;

- (b) all other Project Co self-monitoring and reporting; and
- (c) all reports in Project Co's possession or otherwise available to Project Co made by or to any Governmental Authority with respect to the Facility or the Services.

## 6.2 Periodic Reporting

Project Co will prepare and deliver to the Authority's Operating Period Representative within five Business Days of the end of each Payment Period during the Operating Period a performance monitoring report (the "**Performance Monitoring Report**") which will include the following information with respect to the relevant Payment Period:

- (a) all monitoring which has been performed pursuant to the Performance Monitoring Program and a summary of all findings;
- (b) a summary of each Demand Requisition received by the Help Desk including the applicable Response Time and Rectification Period, and Project Co's actual time of Response and Rectification;
- (c) a summary of all Unavailability Events and Services Failures including Project Co's Response Time and Rectification Period in respect of each;
- (d) a summary and calculations of all adjustments to the relevant Service Payment;
- (e) all statistical data required for any provincial or federal reports or returns reasonably required by the Authority;
- (f) a summary of all life safety actions and statutory testing, such as fire extinguisher inspections, generator testing and sprinkler testing conducted during the Payment Period;
- (g) a summary detailing the implementation of the Annual Service Plan then in effect including a summary of:
  - (1) the staffing plan including details of personnel changes, training and methods statements;
  - (2) all Scheduled Maintenance, statutory testing and planned shutdowns implemented during the Payment Period and planned for the next reporting period, including schedules and methods statements; and
  - (3) all Demand Maintenance performed during the Payment Period; and
  - (4) the delivery of all other Services; and
- (h) deliver any report required by the Ministry of Health in respect of the failure of any Maintained Element.

### 6.3 Authority Inspection and Audit

Project Co will, on reasonable notice from the Authority:

- (a) permit the Authority to access, review and audit all records, information and reports maintained by Project Co including all Performance Monitoring Reports and other reports generated by the Performance Monitoring Program, including the methods and equipment used to calculate or determine the information therein;
- (b) ensure that the Performance Monitoring Program stores information and generates reports such that they are capable of, and readily available for, audit; and
- (c) facilitate and assist the Authority with any audit or inspection of the Facility, the Services or the Performance Monitoring Program undertaken by the Authority.

### 6.4 Reporting Failures

Any failure of Project Co to prepare and submit to the Authority a Performance Monitoring Report in accordance with this Schedule will be deemed to be a Medium Service Failure on the first day each Performance Monitoring Report is due and not submitted and an additional High Service Failure each day thereafter until submitted.

### 6.5 Reporting Errors

If any of the matters contained in a Performance Monitoring Report are incorrect or the Performance Monitoring Report fails to refer to any Unavailability Event or Service Failure that was not Rectified within the applicable Rectification Period (each of which is a “**Reporting Error**”):

- (a) Project Co will:
  - (1) if the Reporting Error occurred other than as a result of fraud, deliberate misrepresentation, gross negligence, incompetence or wilful misconduct, or if the Reporting Error is discovered by Project Co and reported to the Authority prior to its discovery by the Authority, prior to 5pm on the next Business Day pay to the Authority an amount equal to the amount overpaid by the Authority as a result of the Reporting Error, with interest at the Default Rate from the date of payment by the Authority to the date of repayment to the Authority; or
  - (2) if the Reporting Error occurred as a result of fraud, deliberate misrepresentation, gross negligence, incompetence or wilful misconduct, prior to 5 pm on the next Business Day pay to the Authority an amount equal to twice the amount overpaid by the Authority as a result of the Reporting Error,

provided that in the first year after the Service Commencement Date, Section 6.5(a)(2) will only apply to Reporting Errors that result from wilful acts or omissions of Project Co; and

- (b) the Authority will immediately pay to Project Co an amount equal to the amount underpaid by the Authority as a result of the Reporting Error.

## 6.6 Parties to Advise of Reporting Errors

If at any time either the Authority or Project Co becomes aware of a Reporting Error, the party who discovers the error will immediately advise the other party of its nature and, if possible, its effect.

## 6.7 Increased Monitoring

If:

- (a) Project Co incurs Deductions exceeding \$2,500 (Index Linked) in any Payment Period in respect of any Service; or
- (b) a Reporting Error (whether related to the same type of Reporting Error or not) occurs on more than three occasions in any 12 month period,

the Authority may:

- (c) on notice to Project Co specifying in reasonable detail the additional measures the Authority intends to take, increase its monitoring of the performance by Project Co under this Agreement; and
- (d) carry out any inspections and audits which it reasonably requires,

for a period of up to 90 days. Project Co will reimburse the Authority for all reasonable costs and expenses incurred by the Authority in carrying out such additional monitoring, inspections and audits within five Business Days after the Authority delivers an invoice to Project Co for such amounts.

## 6.8 Authority's Right of Access

The Authority may at all times during the Operating Period, without notice, access, audit and inspect the Facility and Project Co's delivery of the Services so as to confirm:

- (a) the performance by Project Co of its obligations under this Agreement; and
- (b) that the Facility is being maintained in accordance with the terms of this Agreement.

provided that:

- (c) the Authority does not unreasonably interfere with the performance by Project Co of its obligations under this Agreement; and
- (d) the Authority complies with Project Co's safety and security policies, provided that Project Co has delivered copies of such policies to the Authority and such policies do not unreasonably impair or limit the Authority's ability to access all aspects of the Facility.

## 7. HANDBACK

### 7.1 Handback Requirements

Project Co will carry out the Handback Requirements in accordance with Appendix 4B.

## **8. AUTHORITY FM SERVICES**

Project Co acknowledges that there is an interface between the Services and the Authority FM Services, and that for the Authority to establish Good Industry Practice for the Authority FM Services the Authority requires information from Project Co regarding the interface.

Project Co will from time to time, at such times as Project Co determines or following a reasonable request from the Authority, provide written information to the Authority setting out reasonable measures Project Co considers are required for Good Industry Practice related to the interface between the Services and the Authority FM Services.

The Authority will, acting reasonably, consider the information provided by Project Co and provide comments to Project Co and seek to agree on the implementation of Good Industry Practice for the Authority FM Services.

The Authority reserves the right not to implement any measure identified by Project Co, provided however that such right will not limit Project Co's entitlement to claim for a Compensation Event as provided under this Agreement.

**APPENDIX 4A**

**PROPOSAL EXTRACTS (SERVICES)**

**APPENDIX 4B**

**HANDBACK REQUIREMENTS**

**APPENDIX 4C**

**PLANT SERVICES AND PERFORMANCE INDICATORS**



**APPENDIX 4D**  
**HELP DESK SERVICES**

**APPENDIX 4E**  
**UTILITIES MANAGEMENT**