

APPENDIX 4H

GENERAL MANAGEMENT SERVICES

1. DEFINITIONS

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

“**Contingency Plans**” has the meaning set out in Section 2.10 of this Appendix;

“**Facility Condition Index**” has the meaning set out in Section 2.13 of this Appendix;

“**Facility Condition Report**” has the meaning set out in Section 2.12 of this Appendix;

“**FCI Consultant**” has the meaning set out in Section 2.13 of this Appendix;

“**FCI Report**” has the meaning set out in Section 2.13 of this Appendix;

“**FCI Review**” has the meaning set out in Section 2.13 of this Appendix;

“**Joint Technical Review**” has the meaning set out in Section 2.12 of this Appendix;

“**Joint Technical Review Plan**” has the meaning set out in Section 2.12 of this Appendix;

“**Life Cycle Shortfall**” means the total dollar amount of the Life Cycle Requirements falling due but not accounted for in the Annual Service Plan or in the timeframe anticipated in the Five Year Maintenance Plan or the Life Cycle Plan. For greater certainty, the number does not include those items already included in the Annual Service Plan and the Five Year Maintenance Plan (but will include items that will need to be accelerated), program improvements or new construction; and

“**Policy and Procedure Manual**” means the Project Co manual of policies and procedures for each Service.

2. GENERAL MANAGEMENT SERVICES

2.1 General Requirements

- (a) Project Co will perform the General Management Services in compliance with this Appendix and all other requirements of this Agreement. Project Co is responsible for the costs of meeting all such requirements for the General Management Services except where any costs are clearly identified as being Authority costs.
- (b) Project Co will continuously perform the General Management Services throughout the Operating Period, and is responsible for such Services with onsite staffing 24-hours per day 365(6) days per year. For greater certainty, a minimum of two staff are expected to be onsite at all times to support the performance of the Services.
- (c) There may be services or tasks to be performed that are not expressly described in this Agreement, but in performing the Services in this Appendix, Project Co will perform all such tasks as are required by Good Industry Practice.
- (d) This Appendix includes a table that references Performance Indicators applicable to General Management Services. The Performance Indicators include all provisions of the relevant section of this Appendix referenced in the table and all other Services required or reasonably inferred to be required to perform the relevant Performance Indicator. The Performance Indicators identified will not limit the scope of the General Management Services to be performed.

- (e) Without limiting the requirements of the Agreement, including the other provisions or this Appendix, Project Co will:
- (1) provide high quality, efficient, innovative and flexible General Management Services at all times;
 - (2) provide sufficient number of qualified, trained and competent personnel (which in all cases includes employees or other personnel of Project Co, the Service Provider and Sub-Contractors) with the skills necessary to perform the Services;
 - (3) meet all requirements of applicable Law, Building Code, applicable collective agreement(s) and Authority Policies. Where there are conflicts between Project Co policies and the Authority Policies, Authority Policies will prevail;
 - (4) research and develop new service delivery methods and apprise the Authority of their benefits;
 - (5) manage matters and marshal resources as required to participate in non-medical emergency responses and to provide a high level of customer care;
 - (6) keep the Authority informed in such detail as the Authority may reasonably require of the progress of any negotiations regarding employees;
 - (7) cooperate with and assist the Authority in the interface and coordination of the other services identified to be delivered by the Authority and/or its contractors other than Project Co, the Service Provider and Sub-Contractors;
 - (8) exercise competent supervision of the Services at all times; and
 - (9) provide all quality assurance and quality monitoring.

2.2 Scope of Service

- (a) The General Management Services also include preparation, establishment and implementation of the Plans, including the performance of all General Management Services set out in the Plans in Schedule 4.
- (b) For convenience of reference the General Management Services are separated into the following elements, as further described in Sections 2.3 to 2.12 of this Appendix:
 - (1) Management and Administration;
 - (2) Performance Monitoring;
 - (3) Periodic Reporting;
 - (4) Human Resource Matters;
 - (5) Training and Ongoing Knowledge and Skills Development;
 - (6) Occupational Health & Safety/Risk Management;
 - (7) Health Services Accreditation;
 - (8) Contingency Planning;
 - (9) Communications; and
 - (10) Joint Technical Review.

- (c) Any General Management Services that do not specifically fall within one of the elements will be deemed to fall within the Management and Administration element.
- (d) The intention of this Appendix is that Project Co will provide General Management Services in respect of the whole of the Facility.

2.3 Management and Administration

Project Co will:

- (a) coordinate communication and liaison between Project Contractors, Sub-Contractors and Project Co, and, as may be reasonably required from time to time, between Project Contractors, Sub-Contractors and the Authority;
- (b) cooperate with and assist the Authority in the interface and coordination of other work or services delivered by the Authority and/or its contractors other than Project Co and the Service Providers and Sub-Contractors;
- (c) prepare and maintain Policy and Procedure Manuals;
- (d) subject to the Authority's requirements from time to time, implement a comprehensive system of financial and management controls relating to the delivery of the Services;
- (e) in addition to specific requirements of Schedule 16 (Communication Roles), provide on request and within 24 hours information that is reasonably required for contribution to the Authority's internal and external public relations relating to the Services;
- (f) in accordance with the notification requirements established by Project Co as part of the relevant Policy and Procedure Manual established for the relevant Services, notify the Authority within 5 minutes after Project Co becomes aware of:
 - (1) any hazard that has resulted or may result in serious injury or life threatening outcome to any individual in relation to the Site, including personnel of the Authority; or
 - (2) any event that has or may have a serious impact on operations and availability;
- (g) in connection with the provision of the Services, Project Co will liaise with:
 - (1) the Authority when undertaking or preparing to undertake action in respect of the Services which may impact upon the performance of the Authority Activities or upon the comfort and/or well being of patients, hospital employees, medical staff or visitors, including the posting of a project notification process; and
 - (2) external advisors and Governmental Authorities in respect of the Services, as reasonably required by the Authority;
- (h) be responsible for the provision of all equipment, firmware and software necessary for the provision of the Services, except as expressly allocated to the Authority in Appendix 3F [Systems Responsibility Matrix], which will interface with systems. This must occur in consultation with the Authority's IMIT representative. Prior to making any changes, upgrades or additions to any operational systems, Project Co must consult with the Authority's Network Operations Centre to develop the change plan. All such equipment, firmware and software provided by Project Co must be in accordance with Good Industry Practice and comply with all applicable Laws. Additionally, equipment configurations (staging) and labelling must conform with the Authority's IMIT standards and policies in effect at the time;

- (i) appoint a general manager who will provide overall coordination of all Services. Project Co's management team will oversee the day-to-day operations, will establish necessary policies, quality assurance systems and controls assurance and will comply with the provisions of this Agreement, including requirements to comply with applicable Law and Authority Policies, all to ensure delivery of high quality services;
- (j) make provision for and cooperate with the Authority in the management of visits by government officials, dignitaries, etc.;
- (k) implement, following discussions and agreement with the Authority, reasonable arrangements with regards to religious observances and other special cultural occasions. On an annual basis, the Authority will provide Project Co with a list of religious observances and other special cultural occasions to be recognized. Such observances or occasions will reflect those commonly recognized within the community in which the Facility is located, and the overall volume of such occasions will be in proportion to other similar hospitals and mental health centres within the Province;
- (l) work to minimize acts of vandalism; and
- (m) provide the following Operating Period Plans, including required updates, in accordance with Schedule 4:
 - (1) Annual Service Plans;
 - (2) Five Year Maintenance Plans;
 - (3) Life Cycle Plan;
 - (4) Environmental Management Plan;
 - (5) Energy Management Plan;
 - (6) Services Quality Plan; and
 - (7) Continuous Improvement Plan.

2.4 Performance Monitoring

- (a) Project Co will provide all performance monitoring of, and reporting in connection with, the Services, including pursuant to the Performance Monitoring Program and other reporting described in Sections 6.1 to 6.9 of Schedule 4 (Services Protocols and Specifications).

2.5 Periodic Reporting

- (a) As set out in Section 6.2 of Schedule 4 (Services Protocols and Specifications), Project Co will prepare and deliver the Performance Monitoring Report to the Authority's Operating Representative within five Business Days of the end of each Payment Period during the Operating Period.
- (b) As set out in Section 6.1 of Appendix 8C [Energy], Project Co will prepare and deliver the Energy Analysis Report monthly within 10 Business Days after the end of each Payment Period, and annually within 20 Business Days after receipt of the last invoice containing information on all Energy use during the Contract Year.

2.6 Human Resources Matters

- (a) Project Co will develop and implement appropriate operational policies, procedures and practices, subject to review by the Authority, relative to human resources matters, including recruitment and orientation training and ongoing operations, which will include:
- (1) job role descriptions, tasks and responsibilities;
 - (2) reporting relationships for each job;
 - (3) geography of the Site and Facility;
 - (4) interaction with lines of communication between Project Co and the Authority;
 - (5) acknowledgement of applicable Law and Authority Policies;
 - (6) Project Co policies on health and safety, and all other policies;
 - (7) use of machines and equipment relevant to the provision of the Services;
 - (8) handling, storage and use of cleaning materials and equipment, including familiarization with the Facility's materials, finishes and colour coding system;
 - (9) manual material handling (where applicable);
 - (10) patient and customer care;
 - (11) properly and presentably dressed in appropriate uniforms and work wear including protective footwear and protective clothing where required;
 - (12) maintaining a high standard of personal hygiene commensurate with their allocated tasks;
 - (13) fire risks and fire precautions, contingency plans and emergency codes;
 - (14) first aid training;
 - (15) mutual respect training as per Authority standards of conduct, workplace behaviour;
 - (16) CMMS user instruction;
 - (17) Confidentiality Agreement;
 - (18) infection control policies;
 - (19) occupational health and safety responsibilities, and due diligence;
 - (20) Workplace Hazardous Material Information System (WHMIS);
 - (21) code of conduct, including mutual respect, workplace harassment, and violence in the workplace;
 - (22) site orientation;
 - (23) maintaining records on professional competency, including all training records;
 - (24) ensuring that all Project Co personnel are properly trained for the relevant Service;

- (25) ensuring all Project Co personnel are licensed, trained and members of professional associations to an appropriate level commensurate with the responsibility of the post held and tasks required to be undertaken with training records maintained as noted above and made available to the Authority for inspection upon written request; and
 - (26) ensuring that all Project Co personnel, including managers, are knowledgeable regarding all of the requirements of this Section 2.6(a).
- (b) Project Co will provide that all new personnel involved in the delivery of any Service will take an orientation course prior to their commencement at the Facility, and will not permit any such personnel to commence the delivery of any Service unless they have taken the orientation course. Such an orientation course will include the relevant information from the orientation courses provided by the Authority to employees of the Authority. Unless requested more frequently by the Authority, every six months Project Co will, with the Performance Monitoring Report relevant to the end of that 6 month period, deliver to the Authority a list of the personnel involved in the performance of the Services and whose employment commenced during the preceding six-month period and the date at which the relevant orientation course was provided.

2.7 Training and Ongoing Knowledge and Skills Development

- (a) Project Co will, in addition to the orientation course referred to in Section 2.6(b) above, ensure that all personnel are at all times properly and adequately notified, trained, instructed and holding required certifications, in compliance with relevant applicable Law and Authority Policies, including with regard to:
- (1) the task to be performed;
 - (2) the provisions of the Agreement, including the Services Protocols and Specifications, and Plans then in effect that are relevant to the duties to be performed;
 - (3) the use of the BMS and the CMMS;
 - (4) the job description, and training plans for all job functions related to that description;
 - (5) professional development plan and associated training plan for each employee;
 - (6) the Policy and Procedure Manuals relevant to the Services;
 - (7) all relevant health and safety hazards, rules, policies and procedures established by Project Co concerning health and safety at work, as required in accordance with applicable Law and Authority Policies;
 - (8) use of all machines and equipment relevant to their work areas;
 - (9) handling and usage of chemicals and other hazardous materials;
 - (10) proper lifting and handling techniques; and
 - (11) use of personal protective equipment.
- (b) Project Co will have in place reporting procedures and contingency plans with regard to personnel suffering from any illness including infectious diseases which may compromise the health and/or safety of any Authority employee, physician, patient or visitor and to identify instances of any personnel having knowingly had contact with any individual with

any illness which may compromise the health and/or safety of any Authority employee, physician, patient or visitor.

- (c) Project Co will provide that all personnel directly employed in the provision of the Services have a good command of the English language.
- (d) Project Co will not permit personnel directly employed in the provision of the Services to commence work until a recent signed form of Criminal Record Check Authorization or similar document is received and the results are reviewed and are satisfactory to Project Co, in accordance with Authority Policies. Unless requested more frequently by the Authority, every six months Project Co will, with the Performance Monitoring Report relevant to the end of that six month period, report on compliance with the foregoing.
- (e) Project Co will determine, prepare and implement all reasonably prudent policies and practices consistent with the terms of any applicable Authority Policies and subject to and in accordance with the terms of any applicable collective agreements (and where applicable Project Co will develop training programs and tests for ensuring compliance with such policies and practices) relating to:
 - (1) terms and conditions of employment, applicant screening, background checks, selection, hiring, training, supervision, compensation, bonuses, severance, pension plans and other employee benefits, discipline, dismissal, transfer and replacement; and
 - (2) the exercise by any employees of rights under any applicable labour laws including union organizational efforts, recognition and/or withdrawal of recognition, representation vote, contract negotiations, the determination of an appropriate bargaining unit or units, whether to negotiate on a single-employer, coordinated or multi-employer basis, grievances, unfair labour practice charges, strikes, boycotts or other economic activity, and lockouts.
- (f) Project Co will provide the Authority with updated, correct and timely information about the CMMS and all other systems, which can be used to assist in the training and re-training by Project Co of Facility Users in accordance with Section 4.2(c) of Schedule 4 [Services Protocols and Specifications].

2.8 Occupational Health & Safety/Risk Management

- (a) Prior to permitting any Person to perform Services, Project Co will comply and require compliance with all requirements of the *Workers Compensation Act*, including with respect to registration and payment of all amounts to WorkSafe BC, and will semi-annually or more frequently as required by the Authority, demonstrate compliance by all such Persons, including by providing clearance letters from WorkSafe BC.
- (b) Project Co will:
 - (1) develop and implement appropriate operational policies, procedures and practices relative to occupational health & safety/risk management, including with respect to the requirements of this Section 2.8(b);
 - (2) advise the Authority of any breaches by Project Co of applicable Law and Authority Policies related to occupational health & safety;
 - (3) comply with applicable Law, Authority Policies, and all health and safety legislation, including the obligation to establish a health and safety committee as well as participation in a joint health and safety committee with the Authority;

- (4) produce a comprehensive health and safety manual and ensuring it is available to, and used by, all personnel;
- (5) ensure all personnel directly employed in the provision of the Services, subject to applicable Law, are properly immunized and tested for influenza and TB skin test (in accordance with Project Co's and the Authority's occupational health and safety policies and infection control policies) and that proper immunization records are maintained;
- (6) ensure that all Project Co employees and Sub-Contractor employees directly employed in the provision of the Services are offered immunization against the Hepatitis B virus at no cost to the worker, upon request for all such workers who have or may have occupational exposure to Hepatitis B virus;
- (7) ensure all Project Co employees and Sub-Contractor employees directly employed in the provision of the Services have received training in proper hand washing procedures;
- (8) procure the services of a safety adviser qualified to at least the Canadian registered safety professional (CRSP) level or equivalent and coordinating the production, amendment and updating of all health and safety procedures of Persons providing the Services;
- (9) provide all personnel directly employed in the provision of the Services with suitable and appropriate personal protective equipment (gowns, face shields, masks, hard hats, safety vests, safety footwear, eye protection, hearing protection, arc-flash protection etc.);
- (10) ensure suitable first aid and first aid facilities are provided to all personnel directly employed in the provision of the Services; and
- (11) maintain and keep up-to-date health and safety records and documentation and make these available for inspection by the Authority, or authorized Governmental Authorities, including:
 - (A) risk assessments in respect of all of the Services;
 - (B) manuals; and
 - (C) method statements/procedures.

Unless requested more frequently by the Authority, every six months Project Co will, with the Performance Monitoring Report relevant to the end of that six month period, report on compliance with the foregoing.

2.9 Health Services Accreditation

- (a) Project Co will assist the Authority and participate in the hospital accreditation process and provide the Services in accordance with the provisions of this Agreement.

2.10 Contingency Planning

- (a) Project Co will develop a contingency failure plan 240 days prior to the Target Service Commencement Date to ensure it is able to deliver all of the Services should there be a malfunction of the CMMS or an Unavailability Event or Service Failure in any of the Plant Services or Utility Management Services for which Project Co is responsible or that could result in the disruption of Services to the Authority.

- (b) Project Co will participate in, and review annually (only to the extent of the obligations imposed by Schedule 4) with the Authority in the development of seamless contingency plans (the “**Contingency Plans**”), which currently include code red (fire), code blue (cardiac arrest), code pink (neonatal cardiac arrest) code green (evacuation), code orange (disaster), code black (bomb threat), code yellow (missing patient), code amber (child abduction), code white (aggressive behaviour), code brown (chemical spill), code grey (system failure), and code purple (critical overload) for the safety and well-being of Project Co employees, Sub-Contractor employees, Authority staff, physicians, patients, volunteers and visitors.

2.11 Communications

- (a) Project Co will comply with Schedule 16 (Communication Roles).

2.12 Joint Technical Review

- (a) At the end of each five-year period throughout the Operating Period, Project Co and the Authority, supported by a duly qualified 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 intent of the Joint Technical Review is to evaluate the performance of the Services against the requirements of this Agreement. The Joint Technical Review will assess the performance and effectiveness of both the preventive maintenance and life cycle works completed over the previous period across the Facility 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 Service Protocols and Specifications.
- (b) The parties will jointly develop the scope of review taking into account the results of the Facility Condition Index, following which Project Co will provide to the Authority a written plan in respect of the Joint Technical Review (the “**Joint Technical Review Plan**”) at least six months prior to the scheduled date for the Joint Technical Review. Project Co and the Authority will mutually agree on the independent inspector to be engaged to conduct the Joint Technical Review but the cost of such independent inspector will be paid by Project Co. Project Co will complete the procurement and engagement of the independent inspector at least one month prior to the scheduled date of the Joint Technical Review.
- (c) The scope of the review will include the following tests, unless otherwise agreed by the Authority:
- (1) CMMS
 - (A) confirm that all building elements and equipment are included in the CMMS (identify and test);
 - (B) confirm that the CMMS has been updated in accordance with current statutory and manufacturers’ maintenance requirements (test);
 - (C) confirm that there is objective evidence that planned Preventive Maintenance is being done and recorded (sampling);
 - (D) confirm that all hospital systems are operated in a safe and effective manner in accordance with system design (sampling);
 - (E) confirm that reporting of Preventive Maintenance is complete and accurate, including backlog (sampling); and

- (F) confirm that the schedule for Preventative Maintenance is in the CMMS system and adhered to (sample annual, monthly and quarterly);
- (2) Help Desk
 - (A) confirm that all Demand Requisitions, including requests for Miscellaneous Occupant Request Services, are being recorded (sampling);
 - (B) confirm all work is reported and closed in accordance with Good Industry Practice, including Response Times and Rectification Periods (sampling);
 - (C) confirm information contained in the work orders is accurate and contains sufficient information to assess work completed (sampling);
 - (D) confirm work orders are assigned the correct priority and classification (sampling); and
 - (E) confirm any changes to the priority assigned to work follows the authorized change approval process (sampling);
 - (3) Alarms
 - (A) confirm that all alarms are in the BMS system and reported on (sampling);
 - (B) confirm that all alarms are being responded to and root cause of issue rectified (test and sampling); and
 - (C) confirm that critical alarms and incidents are being sent immediately to the Authority nominated staff (sampling);
 - (4) Quality
 - (A) confirm the Services Quality Plan and quality assurance system for all Services and submissions adheres to this Agreement (sampling);
 - (B) confirm that quality assurance is completed on all Services and submissions (sampling and test);
 - (C) confirm implementation of the Services Quality Plan and quality assurance procedures (sampling and test);
 - (D) confirm implementation of Lifecycle Plans and the FCI Report;
 - (E) confirm current Lifecycle Plan and assumptions align to Good Industry Practice and manufacturers' recommendations (sample);and
 - (F) confirm the New Facility has been life cycled to comply with the Facility Condition Index requirements in Section 2.13 of this Appendix.
- (d) At a minimum, for each of the areas above, the Joint Technical Review Plan will provide the following:
- (1) a schedule and plan outlining the methodology to complete the inspection; and
 - (2) sufficient testing to determine the performance of the required Service.

- (e) In order to complete the Joint Technical Review, Project Co will provide to the Authority and the independent inspector access to the Facility, relevant documents and systems; including all reporting and monitoring systems, as well as access to the CMMS and document repository system.
- (f) The current facility condition standard for each Joint Technical Review will be based on the principle that each element of the Facility and the Site will be maintained in a condition which is consistent with due performance by Project Co of its obligations under this Agreement.
- (g) During the last five years of the Operating Period, the parties on mutual agreement may cancel the requirement for a Joint Technical Review deferring to the inspection provisions of Appendix 4C (Handback Requirements).
- (h) The findings of the Joint Technical Review will be documented in a written report prepared by the independent inspector (the "**Facility Condition Report**") that:
 - (1) identifies the condition of the Facility and each element for which Project Co is responsible under this Agreement;
 - (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 element for which Project Co is responsible under this Agreement to the technical standards and specifically, the Services Protocols and Specifications and Life Cycle Plan; and
 - (3) provides detailed examples that clearly outline where the processes, controls and deliverables meet the requirements of this Agreement and where processes, controls and deliverables do not meet the requirements of this Agreement.
- (i) 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.
- (j) 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.
- (k) The Life Cycle Plan and the Five-Year Maintenance Plan, including any life cycle replacement and/or refurbishment works will be amended and updated, as applicable, to include all remediation work identified in the Facility Condition Report and/or the revised Facility Condition Report. Project Co will rectify any identified deficiencies for which it is responsible to the standards required by this Agreement within a reasonable time period as approved by the Operating Period Joint Committee, and failing approval by the Operating Period Joint Committee, within a reasonable time period determined by the Authority, acting reasonably.

2.13 FACILITY CONDITION INDEX

- (a) At least one year in advance of each Joint Technical Review or at such other time as is mutually agreed, Project Co and the Authority will mutually agree on an independent consultant (the "**FCI Consultant**") to be engaged to conduct a review of the condition of the Facility ("**FCI Review**"). The costs of the FCI Consultant will be paid by Project Co, provided that the Authority will reimburse the amount of such costs that the parties agree should be allocated to the Other Site Facilities. In the event that the parties fail to agree

on the allocation of costs, such allocation will be done on the basis of the relative square metre area of the New Facility and the Other Site Facilities.

- (b) Project Co will complete the procurement and engagement of the FCI Consultant and cause the FCI Consultant to perform the FCI Review and prepare a report on the condition of the Facility (the “**FCI Report**”) in sufficient time to be taken into account by the parties in developing the scope of the Joint Technical Review, in accordance with Section 2.12(b) of this Appendix.
- (c) Project Co will cause the FCI Consultant to include in the FCI Report the calculation of a facility condition index (the “**Facility Condition Index**”) for each of the New Facility and the Other Site Facilities. With respect to the New Facility, the Facility Condition Index will be calculated by dividing the Life Cycle Shortfall by the current replacement value of the New Facility and expressing the result as a percentage. With respect to the Other Site Facilities, the Facility Condition Index will be calculated on a comparable basis.
- (d) With respect to the New Facility, Project Co will perform the Services to ensure that a Facility Condition Index of no more than 10% is achieved at all times throughout the Operating Period. If at any time the New Facility does not achieve a Facility Condition Index of 10% or less, within 15 Business Days of receipt of the FCI 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.
- (e) With respect to the Other Site Facilities, the Facility Condition Index will be used by the Authority as a guideline to assess the condition of the facilities.
- (f) The parties will convene a meeting of the Operating Period Joint Committee to examine the findings of the FCI Review and any Project Co remediation plan.
- (g) The Life Cycle Plan and the Five-Year Maintenance Plan, including any life cycle replacement and/or refurbishment works will be amended and updated, as applicable, to include all remediation work identified in the remediation plan. Project Co will rectify any identified deficiencies for which it is responsible to the standards required by this Agreement within a reasonable time period as approved by the Operating Period Joint Committee, and failing approval by the Operating Period Joint Committee, within a reasonable time period determined by the Authority, acting reasonably.
- (h) None of the provisions of this Section 2.13 will relieve Project Co from any of its responsibilities for performing the Services in accordance with this Agreement, including meeting the Handback Requirements.

2.14 ANNUAL RELATIONSHIP MEETING

- (a) Once per calendar year and no less than once every 15 months, during the Term of the Agreement, Project Co will organize a relationship meeting with the Authority (including executive and advisory representatives (that may include Partnerships British Columbia Inc. representatives), and representatives of Project Co (in addition to Project Co’s Operating Period Representative) and Project Co’s business units. During the meeting the participants will review the performance of Project Co and its Service Provider for the preceding year.

3. PERFORMANCE INDICATORS

Note: In the following table, a Performance Indicator applies, and a Service Failure occurs, either:

- (a) Per Event (PE), meaning that the Performance Indicator applies, and a Service Failure occurs and is recorded, for each separate occurrence of a breach of the Performance

Indicator within the applicable reporting period indicated in the “Frequency Reported” column, for an aggregate total of Service Failures recorded for that period and a corresponding Deduction for each of the Service Failures (calculated pursuant to Schedule 8 [Payments]); or

- (b) Per Period (PP), meaning that the Performance Indicator applies, and a Service Failure occurs, only once for each applicable reporting period, with a corresponding Deduction for the Service Failure (calculated pursuant to Schedule 8 [Payments]).

If not clearly indicated to the contrary in the “Performance Indicator” column, the Performance Indicator applies on a PE basis.

A Service Failure that is on a PE basis may also be the subject of a Service Failure on a PP basis, and will be taken into account for both.

PI No.	Appendix Reference (unless otherwise indicated)	PERFORMANCE INDICATOR (Note: Refer to the note above the table for the meaning of PE and PP. If not clearly indicated to the contrary, the reference is PE.)	INFORMATION SOURCE	FREQUENCY REPORTED	SERVICE FAILURE LEVEL (Note: Refer to Schedule 8 (Payments) for Service Failure Level applicable to Response Time)
				PR = Per Request PO = Per Occurrence D = Daily W = Weekly MO = Monthly Q = Quarterly S = Semi-Annually (i.e every 6 months) A = Annually R = Randomly, At Any Moment in Time	L = Low Service Failure M = Medium Service Failure H = High Service Failure
4H1.	2.3(f)	PE - Management and Administration - Notify the Authority within 5 minutes of Project Co becoming aware of any hazard or serious impact on operations		PO	H
4H2	2.3(m)(1)	PP (for Annual reporting) and PE (for Per Request) - Management and Administration - Annual Service Plans		A / PR	H
4H3	2.3(m)(2)	PP (for Annual reporting) and PE (for Per Request) - Management and Administration - Five Year Maintenance Plans		A / PR	H
4H4	2.3(m)(3)	PP (for Annual reporting) and PE (for Per Request) - Management and Administration - Life Cycle Plan		A / PR	H
4H5	2.3(m)(4)	PP (for Annual reporting) and PE (for Per Request) - Management and Administration - Environmental Management Plan		A / PR	H

PI No.	Appendix Reference (unless otherwise indicated)	PERFORMANCE INDICATOR (Note: Refer to the note above the table for the meaning of PE and PP. If not clearly indicated to the contrary, the reference is PE.)	INFORMATION SOURCE	FREQUENCY REPORTED	SERVICE FAILURE LEVEL (Note: Refer to Schedule 8 (Payments) for Service Failure Level applicable to Response Time)
4H6	2.3(m)(5)	PP (for Annual reporting) and PE (for Per Request) - Management and Administration - Energy Management Plan		A/PR	H
4H7	2.3(m)(6)	PP (for Annual reporting) and PE (for Per Request) - Management and Administration - Services Quality Plan		A/PR	H
4H8	2.3(m)(7)	PP (for Annual reporting) and PE (for Per Request) - Management and Administration - Continuous Improvement Plan		A/PR	H
4H9	2.5(a)	PP - Periodic Reporting - Provision of the Performance Monitoring Report	Performance Monitoring Report	MO	H
4H10	2.5(b)	PP - Periodic Reporting - Provision of the Energy Analysis Report		MO/A	H
4H11		PE - performance of or compliance with any element of the Annual Service Plan not otherwise covered by a specific Service Failure or Performance Indicator in Schedule 4 and the Appendices to Schedule 4	Performance Monitoring Report	PO	L
4H12	2.6(b)	PP (for Semi-annual reporting) and PE (for Per Request) - Human Resources Matters - Completion of orientation course for all personnel	Performance Monitoring Report	S / PR	H
4H13	2.7(a)(5)	PP (for Semi-annual reporting) and PE (for Per Request) - Training and Ongoing Knowledge and skills development – Provision of a professional development plan and associated training plan for each employee	Performance Monitoring Report	S / PR	H
4H14	2.7(d)	PP (for Semi-annual reporting) and PE (for Per Request) - Completion of criminal record check for all new employees directly employed in the provision of the Services	Performance Monitoring Report	S / PR	H
4H15	2.8(a)	PP (for Semi-annual reporting) and PE (for Per Request) - Occupational Health & Safety/Risk Management - WCB Claims Occupational Health & Safety/Risk Management	Performance Monitoring Report	S / PR	H

PI No.	Appendix Reference (unless otherwise indicated)	PERFORMANCE INDICATOR (Note: Refer to the note above the table for the meaning of PE and PP. If not clearly indicated to the contrary, the reference is PE.)	INFORMATION SOURCE	FREQUENCY REPORTED	SERVICE FAILURE LEVEL (Note: Refer to Schedule 8 (Payments) for Service Failure Level applicable to Response Time)
4H16	2.8(b)	PP (for Semi-annual reporting) and PE (for Per Request) - Occupational Health & Safety/Risk Management - Compliance with requirements	Performance Monitoring Report	S / PR	H
4H17	2.9	PP (for Annual reporting) and PE (for Per Request) - Health Services Accreditation - Accreditation in service areas described in Schedule 4 including the Appendices to Schedule 4	Performance Monitoring Report	A / PR	H
4H18	2.10	PP (for Annual reporting) and PE (for Per Request) - Contingency Planning Production of Contingency Plans	Performance Monitoring Report	A / PR	H
4H19	2.12	PP - Joint Technical Review - Provision of a Joint Technical Review Plan	Performance Monitoring Report	Every 5 years	H
4H20	2.12	PP - Joint Technical Review - Procurement and engagement of an independent inspector	Performance Monitoring Report	Every 5 years	H
4H21	2.12	PP - Joint Technical Review - Production of a remediation plan	Performance Monitoring Report	Every 5 years post technical review	H
4H22	2.12	PE - Joint Technical Review - Rectification of any identified deficiencies for which it is responsible to the standards required by this Agreement within a reasonable time period as approved by the Operating Period Joint Committee, and failing approval by the Operating Period Joint Committee, within a reasonable time period determined by the Authority, acting reasonably. PE for each month in which the deficiencies are not rectified	Performance Monitoring Report	MO	H (without duplication of 4H26)
4H23	2.13	PP - Facility Condition Index - Procurement and engagement of an independent inspector	Performance Monitoring Report	Every 5 years	H
4H24	2.13	PP - Facility Condition Index - Production of a remediation plan	Performance Monitoring Report	Every 5 years post FCI Review	H
4H25	2.13	PE - If at any time the New Facility does not achieve a Facility Condition Index of 10% or less	Performance Monitoring Report	Every 5 years post FCI Review	H

PI No.	Appendix Reference (unless otherwise indicated)	PERFORMANCE INDICATOR (Note: Refer to the note above the table for the meaning of PE and PP. If not clearly indicated to the contrary, the reference is PE.)	INFORMATION SOURCE	FREQUENCY REPORTED	SERVICE FAILURE LEVEL (Note: Refer to Schedule 8 (Payments) for Service Failure Level applicable to Response Time)
4H26	2.13	PE - Facility Condition Index - Rectification of any identified deficiencies for which it is responsible to the standards required by this Agreement within a reasonable time period as approved by the Operating Period Joint Committee, and failing approval by the Operating Period Joint Committee, within a reasonable time period determined by the Authority, acting reasonably. PE for each month in which the deficiencies are not rectified	Performance Monitoring Report	MO	H (without duplication of 4H22)
4H27	2.8 of this Agreement	PE - (i) the position of any Key Individual is filled within 25 Business Days after the applicable individual Key Individual ceased to hold the position or ceased to perform the functions of that position, or (ii) the Authority has accepted a program under Section 2.8(e) of this Agreement and Project Co at all times complies with all parts of the program		W	M