February 1, 2006

To All Proponents

On behalf of the Ministry of Health it is my pleasure to issue this Joint Solution Procurement Request for Proposal (JSRFP) for the Provincial Laboratory Information Solution (PLIS) project.

The Ministry is strategically investing in information management and technology to improve patient care, support care providers and achieve systems integration. The Ministry is implementing an eHealth strategy to move British Columbia's healthcare system toward the adoption of electronic systems to make healthcare information more accessible. This strategy supports the Ministry's goals to improve the delivery of healthcare services and the personal health of British Columbians.

The PLIS project, led by the Ministry's Provincial Laboratory Coordinating Office (PLCO), is the key eHealth initiative that will transform the way laboratory information and other critical clinical information is managed across the province. Once adopted, PLIS will ensure improved access to laboratory information at the point of care anywhere in British Columbia for a broad range of authorized users.

The collective efforts of the Province and the private sector to deliver eHealth and the PLIS project have the potential to greatly improve healthcare quality, safety and outcomes. For example, enhanced information management and integration will provide better information tools for doctors and other healthcare professionals, which will result in more timely and effective treatment for patients, better management of illnesses and chronic diseases, less duplication of tests, and greater satisfaction and results for both care providers and patients. The Province is fully committed to realizing the goals of this exciting and innovative initiative.

Through this collaborative Joint Solution Procurement process we intend to select a service provider to work over the longer term with the Ministry in designing, building, implementing and operating PLIS and supporting information technology infrastructure. By combining the strengths, experiences and capabilities of both the public and private sectors we will achieve the best possible solution for British Columbians.

I look forward to your proposals and thank you in advance for your participation and contribution to this significant project.

Sincerely,

[Original signed by]

Dr. Penny Ballem

Deputy Minister

Deputy Minister
Ministry of Health

Office of the Deputy Minister

Mailing Address:
PO Box 9065 Stn Prov Govt
Victoria BC V8W 9E2

BRITISH COLUMBIA eHEALTH

British Columbia
Provincial Laboratory Coordinating Office

Ministry of Health

Joint Solution Procurement
For the
Provincial Laboratory Information Solution Project

Government Contact:

All enquiries related to this Joint Solution Request for Proposal, **JSRFP# SATP-162** are to be directed in writing to the person set forth below, who will respond to all enquiries if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the Province's option.

Benjamin Chua
Manager, Commercial Services, Strategic Acquisitions
Common Business Services, Shared Services BC
email: pcadmin@gov.bc.ca
Facsimile: (250) 356-0846

Delivery of Proposals:

Proponents should deliver six (6) complete hard-copies **and** one electronic copy on CD of their Proposal. Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the JSRFP number, and the project title. Proposals must be delivered by hand or courier (not be sent by mail, facsimile or email) prior to: **2:00 pm, Pacific Time on, Tuesday, March 14th, 2006 at:**

Ministry of Labour and Citizens' Services
Strategic Acquisitions and Technology Procurement Branch
c/o Commissionaires Desk
1st Floor, 548 Michigan Street
Victoria, British Columbia, V8V 1S3
Attention: Benjamin Chua

Proponent Meeting

A Proponent Meeting will be held on Thursday, February 9th, 2006 at the Sheraton Wall Centre Hotel 1088 Burrard Street Vancouver, British Columbia, Pavilion D on the 3rd floor at 10:00 am. Please email the Government Contact above, stating the number of attendees, if you plan to attend.

Please note that this meeting is intended to provide further information and address questions regarding the Provincial Laboratory Information Solution Project. Dial-in access may be provided. Instruction on how to dial-in can be requested from the Government Contact above. Attendance is optional and minutes will be taken. A copy of the recorded minutes and a list of attendees may be posted as an Addendum to this JSRFP on BC Bid.

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1 JOINT SOLUTION REQUEST FOR PROPOSAL INTRODUCTION

1.1 EXECUTIVE SUMMARY

One of the goals of the Ministry of Health is to ensure a sustainable, affordable public healthcare system for British Columbia. Toward that end, strategic investments in information management and technology are needed to improve patient care through the integration and delivery of clinical information. One area of investment relates to the organization and delivery of laboratory services in British Columbia. In addition, the Province has developed a ten year vision for eHealth in British Columbia and is currently implementing a more focused three year eHealth Strategy.

The Provincial Laboratory Coordinating Office (PLCO) is the group charged with reforming the organization and delivery of laboratory services in British Columbia for the Ministry of Health. The PLCO has developed a comprehensive strategy for transforming the clinical, business and technology aspects of laboratory services in British Columbia. A key element of that strategy is the Provincial Laboratory Information Solution (PLIS) Project.

The purpose of this Joint Solution Request for Proposal (JSRFP) is to identify Proponents with the optimum combination of capacity, capability and commitment to work with the Ministry and propose a Concept that will form the basis of a jointly created Solution to achieve the best business outcomes for the PLIS Project.

The Ministry and the Service Provider will jointly develop a province-wide integrated laboratory information Solution that will provide authorized Clinicians at the point of service anywhere in British Columbia with electronic access to laboratory tests and results from both public and private Laboratory Service Providers.

The Service Provider will work with the Ministry in finalizing the design for PLIS, building the proposed Solution and then operating and managing PLIS for the Province. The term of the Final Contract is anticipated to be seven to ten years.

1.2 THE JSP PROCESS

The Ministry has opted to use the Joint Solution Procurement (JSP) Process (which is a multi-stage procurement process for complex, long-term initiatives) in order to identify and joint solution with Proponents an optimal Solution that meets the vision and objectives described in section 3.

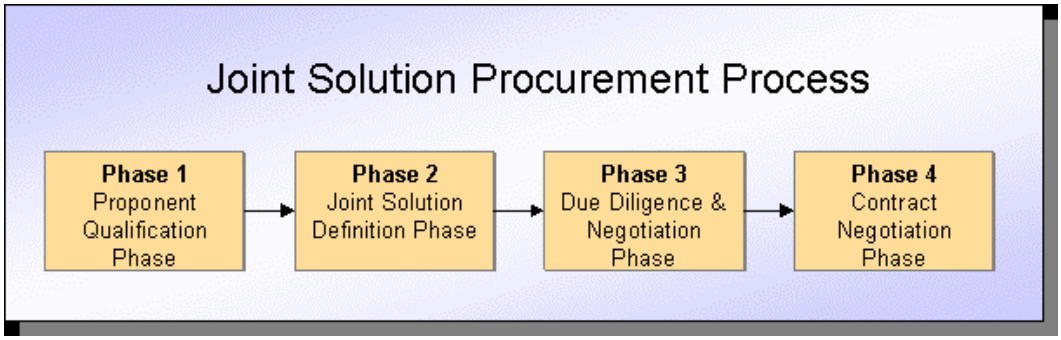

Figure 1 – Joint Solution Procurement Process

The first phase of the JSP Process (Proponent Qualification Phase) is designed to qualify and short-list Proponents primarily on their capacity, capability and commitment to be the Service Provider to the Ministry for the PLIS Project. The Ministry will also be seeking from Proponents a Concept that describes, at a high-level, the Proponents approach to meet the PLIS Project requirements as set out in this JSRFP.

Following the Proponent Qualification Phase, two Preferred Proponents will be selected and invited to enter into the second phase of the JSP Process, the Joint Solution Definition Phase. The Joint Solution Definition Phase allows for the joint development of proposed Solutions in an iterative approach that will maximize the business objectives of both parties. The form of the deal structure will depend on the outcome of the Joint Solution Definition Phase.

Ultimately, the Successful Proponent will be invited by the Province to advance to the third phase, the Due Diligence & Negotiation Phase, and fourth phase, the Contract Negotiation Phase of the JSP Process with the intent to enter into a Final Contract.

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1.3 DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS

1.3.1 Definitions

Throughout this JSP Process, the following definitions will apply:

a) "Acute Care Setting" means the inpatient hospital based care provider setting;

b) "British Columbia Laboratory Services Review" means the document published by Lillian Bayne & Associates in July 2003, available at www.plco.ca;

c) "Canada Health Infoway" or "Infoway" means Canada Health Infoway Inc;

d) "Client Registry" means the Province's comprehensive registry of Personal Health Numbers;

e) "Clinical Information System" or "CIS" means the combination of hardware, software, technology and processes used to support the delivery of clinical services through the integration of multiple clinical information source systems;

f) "Clinician" means a medical professional authorized to provide healthcare services to patients within British Columbia including, but not limited to, physicians and nurse practitioners (authorization may take the form of licensing or registering with a professional body);

g) "Community Care Setting" means any place that delivers healthcare services, other than an Acute Care Setting, including, but not limited to, physician offices, clinics, and ambulances;

h) "Concept" means the high level concept relating to PLIS presented orally and in writing by a Proponent to the Province during Stage 3 of the Proponent Qualification Phase;

i) "Contract Negotiation Phase" means phase 4 of this JSP Process which commences upon the Province indicating that it is prepared to start negotiation of the Final Contract with the Successful Proponent and ends upon the execution of the Final Contract;

j) "COTS" means commercial off the shelf products;

k) "DI" means diagnostic imaging activities, domain, or repository as the case may be;

l) "DI Project" means the Province's diagnostic imaging project which is part of the eHealth Strategy;

m) "Drug" means a pharmaceutical, domain, or repository as the case may be;

n) "Drug Project" means the Province's Drug information systems project which is part of the eHealth Strategy;

o) "Due Diligence & Negotiation Phase" means phase 3 of this JSP Process which commences upon an invitation being extended by the Province to the Successful Proponent to enter into phase 3 of this JSP Process and ends upon the Province indicating that it is prepared to start negotiation of the Final Contract with the Successful Proponent;

p) "eHealth" means the Province's electronic healthcare program which includes the delivery of the Province's Electronic Health Record;

q) "eHealth Strategy" means the Province's electronic health strategy as described in the Province's eHealth Strategic Framework document and as more particularly described in section 2.7;

r) "EHRS" means a combination of people, organizational entities, business processes, systems, technology and standards that will interact and exchange clinical data in the context of an EHR;

s) "Electronic Health Record" or "EHR" means a record that will provide each individual in Canada with a secure and private lifetime record of their key health history and care within the health system, which will be available electronically to authorized healthcare providers and the individual anywhere, anytime in support of high-quality care;

t) "EMR" means electronic medical record;

u) "eMS" means electronic medical summary;

v) "Exclusive Arrangement" means an exclusive relationship between a Proponent and a Subcontractor that precludes or otherwise limits a Subcontractor from entering into a commercial relationship with other Proponents including, without limitation, precluding other Proponents from including the applicable Subcontractor into their proposed Solution;

w) "FHA" means the Fraser Health Authority;

x) "Final Contract" means the written agreement executed by the Province and the Successful Proponent resulting from completion of the Contract Negotiation Phase;

y) "Health Authorities" means the six health authorities that are responsible for delivery of healthcare in British Columbia and includes the Northern Health Authority, Vancouver Coastal Health, Fraser Health Authority, Vancouver Island Health Authority, Provincial Health Services Authority and Interior Health Authority and "Health Authority" means any one of them;

z) "Health Information Access Layer" or "HIAL" means the service components, service roles, information model and messaging standards required for the exchange of EHR data and execution of interoperability profiles between EHR services and is more particularly described in section 5.3.1 of Appendix F;

aa) "HL7" means health level 7 which is the standards, specifications or protocols for clinical and administrative data transactions as defined by the American National Standards Institute's accredited standards developed for organizations operating in the healthcare arena;

bb) "iEHR Project" means the Province's iEHR project and is more particularly described in section 2.7.3.1;

cc) "iEHR Project Components" means the eHealth infrastructure related to the HIAL and corresponding common services and is more particularly described in section 3.5.1.2;

dd) "IHA" means the Interior Health Authority;

ee) "Information Control Office" means the JSP Process information management control structure that is established to control the flow of information between the Ministry and Preferred Proponents during the Joint Solution Definition Phase and subsequent phases of the JSP Process;

ff) "Infoway Blueprint" means Infoway's EHRS Blueprint which is Infoway's framework for an interoperable Electronic Health Record in Canada and is more particularly described in section 2.6.1;

gg) "Intellectual Property" means any and all patents, trademarks rights in designs ,trade, business or domain names, copyright, rights in concepts, inventions, know how, trade secrets and all other intellectual property rights which may now or in the future exist;

hh) "Joint Solution Definition Agreement" or "JSDA" means the agreement that will be entered into by the Province and each Preferred Proponent prior to the Joint Solution Definition Phase which will include the provisions described in Appendix A;

ii) "Joint Solution Definition Phase" or "JSD Phase" means phase 2 of this JSP Process which commences upon invitations being extended to Preferred Proponents to enter into phase 2 of this JSP Process and ends upon an invitation being extended by the Province to one of the Preferred Proponents to become the Successful Proponent;

jj) "JSP Process" means the Joint Solution Procurement Process for the PLIS Project;

kk) "JSRFP" means this joint solution request for proposal document and any amendments to it;

ll) "Lab" means laboratory domain or repository as the case may be;

mm) "Laboratory Information System" or "LIS" means an information system that supports the delivery of laboratory services;

nn) "Laboratory Service Provider" means a business entity or organization that delivers laboratory services, examples include Health Authorities, MDS Inc. (MDS Metro) and BC Biomedical Laboratories Ltd.;

oo) "Laboratory Test Result" is the result from testing that involves human blood or other body fluid, tissue or cell which includes, but is not limited to, medical microbiology, anatomical pathology, transfusion medicine, clinical chemistry and hematopathology testing;

pp) "Letter of Intent" means the letter of intent that will be entered into by the Successful Proponent prior to the Due Diligence & Negotiation Phase;

qq) "Longitudinal Record Services" or "LRS" means the central component that coordinates and manages the existence and location of clinical information about patients;

rr) "Ministry" or "Ministry of Health" means the Province's Ministry of Health or any such successor organization that is responsible for the PLIS Project;

ss) "must" or "mandatory" in respect of section 1.3 Definitions and Administrative Requirements and section 5.6.1.1, means a requirement that must be met in order for a Proposal to receive consideration;

tt) "NHA" means the Northern Health Authority;

uu) "Personal Health Number" or "PHN" means a unique numerical lifetime identifier used in the specific identification of an individual client or patient who has any interaction with the BC health system and is stored within the Client Registry;

vv) "PHSA" means the Provincial Health Services Authority;

ww) "PLIS Project" means the project described in this document, beginning with the JSP Process

and continuing through design, build, implementation and operation of PLIS during the term of the Final Contract;

xx) "PLIS Project Scope" means the scope defined in section 3.5.1;

yy) "Potential In Scope" means the scope defined in section 3.5.2;

zz) “Provincial Laboratory Information Solution” or “PLIS” is the Province’s integrated, laboratory solution as more particularly described in section 3;

aaa) “Preferred Proponents” means the Proponents who are invited by the Province to advance to the Joint Solution Definition Phase and who sign the Joint Solution Definition Agreement;

bbb) "Proponent" means the entity that submits, or intends to submit, a Proposal in response to this JSRFP, and where the Proposal consists of a joint submission or contemplates the use of Subcontractors, then the Proponent is the lead entity or prime-contractor responsible for the Proposal;

ccc) “Proponent Qualification Phase” means phase 1 of this JSRFP which commences upon the release of this JSRFP and ends upon invitations being extended by the Province to Preferred Proponents to enter into the Joint Solution Definition Phase;

ddd) “Proposal” means the written submission required for Stage 1 of the Proponent Qualification Phase;

eee) “Provider Registry” means that Province’s provider registry system which contains a comprehensive list of Clinicians in the province of British Columbia;

fff) “Province” means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Health and includes the Ministry of Labour and Citizens’ Services;

ggg) “Provincial Laboratory Coordinating Office” or “PLCO” means the office of the Ministry that is responsible for the PLIS Project;

hhh) “Restricted Documents Room” means the documents room the Province may make available to short-listed Proponent as more particularly described in section 5.1.5;

iii) "Scope of the Opportunity" means the PLIS Project Scope and Potential In Scope;

jjj) “Service Provider” means the Successful Proponent who enters into the Final Contract with the Province;

kkk) “should” or “desirable” in respect of section 1.3 Definitions and Administrative Requirements and the evaluation criteria means a requirement having a significant degree of importance to the objectives of the JSRFP;

lll) “Solution” means the solution and framework for PLIS that is developed during the Joint Solution Definition Phase in response to the Ministry’s business goals and desired outcomes for the PLIS Project;

mmm) “Stage 1” means the initial stage of the Proponent Qualification Phase during which Proposals will be created by Proponents and evaluated by the Province;

nnn) “Stage 2” means the second stage of the Proponent Qualification Phase during which up to four Proponents will be asked to participate in separate Workshops with the Province and be provided with access to a Restricted Documents Room;

ooo) “Stage 3” means the final stage of the Proponent Qualification Phase during which the Proponents who participated in the Workshops will present their Concepts to the Province, both orally and in writing;

ppp) ”Subcontractors” mean entities that are included or intending to be included in a joint proposal with a Proponent or are retained by the Contractor to perform certain services in respect of the Final Contract;

qqq) “Successful Proponent” means the Preferred Proponent who is invited by the Province to advance to the Due Diligence & Negotiation Phase and who signs a Letter of Intent;

rrr) “VCH” means Vancouver Coastal Health;

sss) “VIHA” means the Vancouver Island Health Authority; and

ttt) “Workshops” means the working sessions between a Proponent and the Ministry during Stage 2, as more particularly described in section 5.1.6.

1.3.2 JSP Process

This JSP Process will consist of four (4) phases: the Proponent Qualification Phase, the Joint Solution Definition Phase, the Due Diligence & Negotiation Phase and the Contract Negotiation Phase.

1.3.3 Proponent Qualification Phase

1.3.3.1 Terms of the Proponent Qualification Phase

The following terms apply to the Proponent Qualification Phase of this JSRFP. In consideration of the Province’s preparation of this JSRFP document, in conducting the JSRFP and the Proponents’ opportunity to submit a Proposal, each Proponent

hereby acknowledges and agrees by submitting a Proposal in response to this JSRFP that the Proponent is accepting and agreeing to be bound by the terms of this JSRFP. Provisions in a Proposal that conflict or are inconsistent with any of the terms of this JSRFP shall be of no force or effect.

1.3.3.2 Process of the Proponent Qualification Phase

The Proponent Qualification Phase will consist of three stages:

a) Stage 1 – During this stage Proponents will submit Proposals in accordance with the terms of this JSRFP. Each Proposal will be evaluated by the Province. The Province will select up to four Proponents to advance to Stage 2 of the Proponent Qualification Phase based upon the Province's evaluation of the Proposals;

b) Stage 2 – During this stage Workshops will be held with up to four Proponents that have advanced from Stage 1. Subject to the terms of this JSRFP, each of the Proponents from Stage 2 will advance to the Stage 3 of the Proponent Qualification Phase; and

c) Stage 3 - During this stage each of the Proponents who have advanced from Stage 2 will present their Concepts to the Province. The Province will initially select up to two Proponents who will become Preferred Proponents and will advance to the Joint Solution Definition Phase.

Neither the acceptance by the Province of any Proposal, the conducting of any Workshop nor the receipt by the Province of any Concept in any format whatsoever shall under any circumstances cause any express or implied commitment or undertaking on the part of the Province to advance any Proponent to the next stage or phase, to receive any presentation from a Proponent, to acquire services, to undertake any form of transaction or to continue the JSRFP process.

1.3.3.3 Receipt Confirmation Form

Proponents are advised to fill out and immediately return the Receipt Confirmation Form attached as Appendix B. Subsequent information may be posted by the Province on BC Bid or distributed via email to those who have returned a Receipt Confirmation Form.

Proponents who have returned the Receipt Confirmation Form may be notified that certain additional information is available. In order to obtain such information, the Proponents must also sign and return to the Province the confidentiality form which will be provided by the Province with the notification. Those Proponents who sign and return the confidentiality form will be provided a copy in accordance with the Proponents' Receipt Confirmation Form or, for viewing purposes only, in a secure location that may be established by the Province.

1.3.3.4 Enquiries

All enquiries related to this JSRFP are to be directed, in writing, to the person set forth below. Information about this JSRFP obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the Province's option.

Benjamin Chua
E-Mail: pcadmin@gov.bc.ca
Fax: (250) 356-0846

The Province has no obligation to ensure consistency between each of the Workshops or each of the Concept presentations. Accordingly, during Stages 2 and 3, questions and responses exchanged between the Province and one Proponent may differ from questions and responses exchanged between the Province and any other Proponent. The Province does not intend to share the questions or answers that are exchanged with a Proponent during Stages 2 and 3 with any other Proponents; however, if a Proponent makes a request for information during a Workshop that the Province determines to be a request for basic information that should be made available to all Proponents, then the Province, in its sole discretion, may distribute that basic information to all Proponents participating in the Workshops.

1.3.3.5 Closing Date and Time

Six (6) complete hard copies of the Proposal and one electronic copy on CD should be submitted. Proposals must be delivered by hand or courier (not sent by mail, facsimile or email), and received prior to 2:00 PM, Pacific Time, on Tuesday, March 14, 2006 at:

Ministry of Labour and Citizens' Services
Strategic Acquisitions and Technology Procurement Branch

c/o Commissionaires Desk
1st Floor, 548 Michigan Street
Victoria, B.C., V8V 1S3
Attention: Benjamin Chua

Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the JSRFP number, and the project title.

1.3.3.6 Late Proposals

Proposals will be marked with their receipt time at the closing location described in section 1.3.3.5. Late Proposals will not be accepted and will be returned to the Proponent. In the event of a dispute, the Proposal receipt time as recorded at the closing location will prevail whether accurate or not.

1.3.3.7 Signed Proposals

The Proposal must be signed by a person authorized to sign on behalf of the Proponent and will bind the Proponent to the terms of this JSRFP and any statements made in response to this JSRFP. The Proponent should ensure that its Proposal includes a letter or statement(s) substantially similar in content to the sample Proposal Covering Letter provided in Appendix A.

1.3.3.8 Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the closing date and time. The Proponent cannot change the wording of its Proposal after closing and no words or comments will be added to the Proposal after closing unless requested by the Province for purposes of clarification, or to correct minor defects pursuant to section 1.3.3.16 below.

1.3.3.9 Eligibility

A Proposal will not be evaluated if the Proponent's current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with the PLIS Project. Subcontracting to any firm or individual whose current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with the PLIS Project, will not be permitted. The Province may also remove a Proponent from any later stage of the Proponent Qualification Phase where the Province determines, in its opinion, that such Proponent's current or past corporate or other interests may give rise to a conflict of interest in connection with the PLIS Project. Any such determination by the Province of a conflict of interest shall be final and shall be based upon such information as the Province in its sole discretion determines to be relevant.

1.3.3.10 Evaluation Committee

The evaluation of Proposals and Stage 3 Concepts will be undertaken by a committee formed by the Province which committee may include employees and contractors of the Province, Health Authorities and other stakeholders. The evaluation committee may consult with such technical advisors, including financial, legal, operating, marketing and other experts, as the evaluation committee may, in its discretion, determine to be necessary. The evaluation committee may be expanded or composition altered by the Province in its sole discretion during Stage 3.

1.3.3.11 Evaluation

The evaluation committee will check Proposals against the mandatory criteria. Proposals that do not meet all of the mandatory criteria will be rejected without further consideration. Proposals that do meet all of the mandatory criteria will also be evaluated against the desirable criteria. The Concepts will be evaluated against the criteria described in this JSRFP.

The Concepts will be evaluated against Stage 3 evaluation criteria. The Province will finalize the evaluation criteria for Stage 3 prior to opening of the Proposals and will distribute the finalized evaluation criteria to the short-listed Proponents.

1.3.3.12 Debriefing

At the conclusion of Stage 1, Proponents who are not invited to advance to Stages 2 and 3 of the Proponent Qualification Phase will be so notified in writing, and may then request a debriefing meeting with the Province. It is the intention of the Province to schedule these meetings after the Final Contract has been executed but the Province, in its discretion, may schedule these meetings sooner. Proponents who will not be invited to participate in the Joint Solution Definition Phase will be so notified in writing at the end of the Proponent Qualification Phase, and may then request a debriefing meeting, which will be scheduled by the Province following the execution of the Final Contract.

1.3.3.13 Proponent Expenses

Proponents are solely responsible for their own expenses in preparing a Proposal and for participating in any or all stages of the Proponent Qualification Phase including, without limitation, if the Province elects to reject all Proposals or to not ask any Proponents to advance to the Joint Solution Definition Phase. In no event will the Province or any of its employees, representatives or contractors be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, or in preparing for or participating in stages 1, 2 or 3, or any phase of this JSP Process, or for any loss of opportunity, loss of anticipated profit in connection with any Final Contract (whether or not the Final Contract is awarded to the Proponent or at all), or for any other loss, damage or claim of any kind whatsoever relating in any way to all or any portion of the JSRFP or the JSP Process.

1.3.3.14 Limitations of Damage

Further to the preceding paragraph, the Proponent, by submitting a Proposal, agrees that it will not claim for any loss, costs or damages, for whatever reason, relating to the Final Contract (whether or not the Final Contract is awarded to the Proponent or at all) or in respect of the Proponent's preparation for or participation in, or failure to be invited to participate in, any one or more stage or phase of this JSRFP or JSP Process. If, contrary to the terms of this JSRFP the Province should be held liable for any reason whatsoever (whether in contract or in tort) for any of the foregoing losses, costs or damages, then such losses, costs or damages shall not, in any circumstances, exceed an amount equivalent to the

lesser of (a) reasonable costs incurred by the Proponent in preparing its Proposal; and (b) CDN$100,000.

1.3.3.15 Right of the Province to Check References

The Province reserves the right to verify a Proponent's references at any stage in the Proponent Qualification Phase.

1.3.3.16 Correction of Minor Defects

The Province reserves the right, in its sole discretion, to correct minor defects in the Proposals or Concepts.

1.3.3.17 Acceptance of Proposals

This JSRFP should not be construed as an agreement to purchase goods or services. The Province is not bound to enter into any contract with any Proponent including, without limitation, any Proponent who submits the lowest priced Proposal or Concept. Proposals and Concepts will be assessed in light of the evaluation criteria described in this JSRFP. The Province will be under no obligation to receive further information, whether written, oral, or otherwise, from any Proponent at any stage in the Proponent Qualification Phase.

1.3.3.18 Restriction on Contact/No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the Province, including the evaluation committee, during the Proponent Qualification Phase or discuss the PLIS Project described in this JSRFP with members of the public or the press, other than as expressly directed or permitted by the Province.

1.3.3.19 No Contract

By submission of a Proposal, Proponents agree that no Proponent will acquire any legal or equitable rights or privileges relative to the PLIS Project described in this JSRFP prior to the full execution of a Final Contract. Further, the Province reserves the right not to enter into a Final Contract with any of the Proponents.

1.3.3.20 Liability for Errors

While the Province has used considerable effort to ensure the accurate representation of information in this JSRFP, and provided pursuant to this JSP Process, and such information is supplied solely as a guideline for Proponents. The Province does not warrant or guarantee the accuracy of such information, nor is such information necessarily comprehensive or exhaustive. Nothing in this JSRFP is intended to relieve Proponents from the obligation to form their own opinions and reach their own conclusions with respect to the matters addressed in this JSRFP.

1.3.3.21 Modification of Process or Project

The Province reserves the right to modify the JSP Process, this JSRFP or the PLIS Project at any time in its sole discretion. This includes, but is not limited to, the right to cancel this JSRFP at any time, to extend the closing time, change the number of Proponents asked to advance to any stage of this JSRFP or any phase of this JSP Process, re-commence a stage or phase of this JSRFP or JSP Process, alter the PLIS Project requirements or make other changes to the process or to a term set out in this JSRFP. If a modification is communicated to the Proponents prior to closing time, it is the Proponents' sole responsibility to ensure that they make appropriate use of that information.

1.3.3.22 Ownership of Proposals

Subject to the qualifications otherwise set out herein, all Proposals and Concepts will be received and, to the extent reasonably possible, held in confidence by the Province and the Province hereby advises Proponents that it does not intend to share a Proponent's Concept with the other Proponents. Proponents acknowledge that the following qualifications and provisions apply to any information in any media or format that Proponents submit or make available to the Province (including any employees, representatives or contractors thereof) in respect of or related to this PLIS Project:

a) All documents, and electronic media, including the Proposals and Concepts, submitted to the Province become the property of the Province and will be held in confidence subject to the British Columbia *Freedom of Information and Protection of Privacy Act*. The Province may make such copies as the Province may require for evaluation purposes;

b) The Province will in no way be liable or responsible if another Proponent suggests a framework or idea similar to one contained in a Concept that was originally submitted by another Proponent;

c) The Province reserves the right to suggest alternative Concept structures (including alternative subcontractors of the products that are subject to standards) that may or may not be otherwise proposed by another Proponent; and

d) Proponents acknowledge that the nature of this PLIS Project with multiple stakeholders, presents a lower level of confidentiality than in previous JSP processes and as a result the Province is not responsible for any disclosure of information that a Proponent might otherwise expect to be held in confidence.

1.3.3.23 Use of JSRFP Document

No portion of this JSRFP, nor any information supplied by the Province in relation to this JSRFP, may be used or disclosed by a Proponent in any manner other than for the sole purpose of submitting a Proposal and participating in the JSP Process.

1.3.3.24 Working Language of the Province

The working language of the Province of British Columbia is English and all responses to this JSRFP must be in English.

1.3.3.25 Proposals with Joint Submissions or Subcontractors

A Proponent may submit a Proposal consisting of a joint submission by the Proponent together with one or more other entities, or which proposes the use of Subcontractors in the Final Contract. In either case, the Proponent will be the only party responsible to the Province for the Proposal, will act as the liaison and main contact with the Province in respect of the Proposal, this JSRFP and the JSP Process, and will take overall responsibility for the successful inter-relationship among the Proponent and the other entities involved in the joint submission, or contemplated as Subcontractors, as the case may be. This includes the Proponent keeping its Subcontractors fully apprised of the JSP Process and negotiations and information exchanged in respect thereof along with the Proponent making all reasonable efforts to ensure that its contractual and business relationships with its Subcontractors do not adversely affect the timing of the JSP Process or the Solution ultimately determined as part of this JSP Process. The Successful Proponent, upon becoming the Service Provider, will be responsible for the acts and omissions of its Subcontractors in providing the services. Accordingly, the Proponent who responds to this JSRFP should be the lead entity who has the capacity and will be able to demonstrate to the Province that it has the ability (financial and otherwise) to accept and fulfill this responsibility. During the JSP Process, there will be no switching of the lead entity that is the Proponent with a Subcontractor or other entity without the Province's written consent, The Province will have no obligations with respect to those other entities or Subcontractors under this JSRFP, JSP Process, the Final Contract or otherwise.

1.3.4 JSRFP Process – Joint Solution Definition Phase

Prior to participation in the Joint Solution Definition Phase, the Province will enter into a Joint Solution Definition Agreement with each of the Preferred Proponents, which will include the provisions described in Appendix A as well as such other provisions as may be determined by the Province, in its discretion, to be necessary, desirable or useful.

1.3.5 JSP Process – Due Diligence & Negotiation Phase

The Due Diligence & Negotiation Phase will substantially follow the process described in section 5.3.

1.3.6 Legal Consent

Borden Ladner Gervais LLP has provided and continues to provide legal advice to the Province in respect of the PLIS Project. By submitting a Proposal each Proponent and its Subcontractors hereby expressly consent to Borden Ladner Gervais LLP continuing to act for the Province notwithstanding any unrelated solicitor-client relationship that each Proponent or its Subcontractors may have or previously had with Borden Ladner Gervais LLP.

1.3.7 Exclusive Arrangements

Proponents shall not, whether before or after the date of posting this JSRFP, enter into an Exclusive Arrangement in connection with this JSRFP such that the arrangement would limit or otherwise preclude other Proponents from accessing private or public Laboratory Test Results data.

In addition, Proponents shall not, whether before or after the date of posting of this JSRFP, enter into an Exclusive Arrangement in connection with this JSRFP such that the arrangement would limit or otherwise preclude other Proponents from partnering with Subcontractors who provide products or services that conform to a technical standard.

1.3.8 Publication of Final Contract

It is the intention of the Province that most of the Final Contract will be made public. Portions of the Final Contract that will remain confidential will be identified during the Joint Solution Definition Phase and further negotiated during the Contract Negotiation Phase and will comply with the Province's Transparency Policy a draft of which is attached as Appendix E.

2 BACKGROUND

2.1 OVERVIEW

This section provides an overview and context for the JSRFP for PLIS. Key stakeholders of the PLIS Project include but are not limited to the Ministry of Health, Health Authorities, Canada Health Infoway and the PLCO. The context for the PLIS Project is defined within the Province's eHealth Strategy, the British Columbia's laboratory services transformation strategy (as described in section 2.5) and Infoway's Blueprint. An overview of laboratory services in the province and key laboratory issues is provided to set the stage for the opportunity presented in this document.

2.2 MINISTRY OF HEALTH

The Ministry of Health provides stewardship, corporate management, strategic direction and leadership for the health system in British Columbia.

Improving healthcare services in British Columbia is a key objective of the Ministry. The achievement of this objective is facilitated by strategic investments in information management and new technology to improve patient care through the integration and delivery of clinical information.

Making the right investments in information management and new technologies will support the health system in meeting the goals and objectives set out in the Ministry's service plan. Technology can improve systems integration and efficiency, improve access to services across the province, assist Clinicians and managers to make evidence-based decisions, and help citizens' access health information in a timely and convenient manner. The Ministry is working to realize the potential in each of these areas. Further information on the Ministry of Health and its service plan is available at www.healthservices.gov.bc.ca.

2.3 HEALTH AUTHORITIES

In 2001, the Province restructured the responsibility for healthcare delivery into six new Health Authorities.

The five regional Health Authorities responsible for local health services include the Fraser Health Authority, the Interior Health Authority, the Northern Health Authority, Vancouver Coastal Health, and the Vancouver Island Health Authority.

The sixth Health Authority, the Provincial Health Services Authority, oversees the coordination and delivery of provincial programs and highly specialized healthcare services. The PHSA directly governs and administers the British Columbia Cancer Agency, the British Columbia Provincial Renal Agency, the British Columbia Transplant Society, the British Columbia Drug & Poison Information Centre, the British Columbia Centre for Disease Control, Children's and Women's Health Centres and Riverview Hospital and Forensic Psychiatric Services.

In addition to the six Health Authorities, the Nisga'a Valley Health Board delivers health services in association with the Northern Health Authority to the Nisga'a Nation. The Nisga'a Valley Health Board was inaugurated on April 25, 1984. The health services and programs provided by the Nisga'a Valley Health Board include population health services (the assessment, protection, and promotion of public health) and personal health services (the prevention, treatment, rehabilitation and support services) to optimize the health and welfare.

2.4 LABORATORY SERVICES IN BRITISH COLUMBIA

In British Columbia, Laboratory Test Results are produced by a combination of public and private Laboratory Service Providers. In addition to the private laboratories, Health Authorities are also Laboratory Service Providers operating in British Columbia. As of 2004, there were 151 laboratory testing centres in British Columbia; 105 of them public.

As detailed in the *British Columbia Laboratory Services Review,* approximately 37 million laboratory tests were performed in British Columbia's laboratories in 2002/3 (most recent data available): 22 million by public Laboratory Service Providers and 15 million by private Laboratory Service Providers. Of those laboratory tests:

- 100% of in-hospital testing was performed by the public sector;
- 69% of non-hospital testing was performed by the private sector; and
- 31% of non-hospital testing was performed by the public sector.

In the private sector, there are several organizations that deliver laboratory services. However, the sector is dominated by two organizations.

a) MDS Metro Laboratory Services (MDS Metro) is, part of MDS Diagnostic Services a business unit within MDS Inc., a leading provider of laboratory services in North America. With more than 2 million patient visits a year, MDS Metro performs approximately 9 million tests a year in communities across the province of British Columbia; and

b) BC Biomedical Laboratories Ltd (BC Bio) is owned and directed by Dr. C. J. Coady Associates, a group of pathologists and laboratory scientists in the Fraser Valley, British Columbia. The outpatient services provided by BC Bio serve over 1.5 million patients each year and perform approximately 6 million tests a year.

There are also several small, independent physician-owned private laboratory facilities in British Columbia as well as privately owned laboratory information distribution companies such as Excelleris Technologies Inc. and Medinet Health Systems Inc.

2.4.1 Laboratory Business Issues and Challenges

There are at least 27 different Laboratory Information Systems used within British Columbia. In May-June 2005, the Ministry of Health conducted a survey of Health Authorities on their Laboratory Information Systems. The results of the survey suggest there is a lack of integration and automation between the different Laboratory Information Systems. This makes it difficult to aggregate information on laboratory services to support decision-making by administrators at both the regional and provincial level. It also severely restricts the sharing of laboratory information between locations, and does not enable effective access to information by Clinicians. Laboratory tests are often duplicated unnecessarily because a Clinician is often unable to view a patient's historical Laboratory Test Results outside of the setting in which the

Clinician provides services. There are two key care settings where Clinicians have access to Laboratory Test Results:

- Acute Care Setting - most Clinicians have access to an automated system that provides access to current and historical Laboratory Test Results produced by the hospital's public laboratory, however, laboratory orders are generally paper-based and are captured electronically by laboratory or ward staff; and
- Community Care Setting - only a small percentage of Clinicians have electronic access to current and historical results from private laboratories. In this setting, orders, test ordering protocols and policies and laboratory program management data are generally paper-based.

The lack of integration affects the Clinician's ability to make effective clinical decisions and optimally manage patient care.

To the extent that there is any integration and automation within and between the Health Authorities' Laboratory Information Systems, it is at varying levels and degrees and, although most Health Authorities exchange laboratory orders and results with at least one other Health Authority, the method of exchange is currently either paper-based or a rudimentary file transfer.

This highly fragmented and uncoordinated environment limits the ability to manage and control escalating demands, volumes, and price of laboratory services. The demand, volume and price of laboratory services are all increasing at much higher rates than the rate of population growth. British Columbia's laboratory expenditures per capita have increased at a faster and higher rate than anywhere else in Canada – approximately 35%[1] over five years.

In addition, the impending shortage of trained medical laboratory technologists and medical specialists (e.g. pathologists), who form the backbone of the laboratory system, is a significant issue. This issue is a national problem and is related to an aging workforce combined with the reduced size of training programs for new entrants to the field. In British Columbia, Clinicians moving out of the province contributes to this issue.

In order to improve the effectiveness of laboratory services technology investments are required. Technology in laboratory services is changing rapidly. To remain technologically current, large ongoing investments in new and replacement equipment, technology and facilities within laboratories is required.

The *British Columbia Laboratory Services Review* published in 2003 is available at www.plco.ca. More information related to the current state of the Province's laboratory system and services and supporting reports and publications will be made available in Stage 2 in the Restricted Documents Room.

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[1] British Columbia Laboratory Services Review, 2003.

2.5 PROVINCIAL LABORATORY COORDINATING OFFICE

In response to the review of Laboratory Services, the Province established the Provincial Laboratory Coordinating Office. The mandate of the PLCO is to make recommendations to improve the organization and delivery of laboratory services in British Columbia. The PLCO also has a coordinating role, working with stakeholders, in the implementation of laboratory transformation initiatives.

The PLCO is targeting four key goals:

a) Deliver affordable services;

b) Ensure the laboratory services system is fully accountable;

c) Create a patient centered and high quality laboratory services system; and

d) Create a sustainable laboratory services system.

To achieve these goals, the PLCO has developed a comprehensive strategy (depicted in Figure 2) which includes:

a) ***Clinical transformation*** – which focuses on developing the required clinical model for laboratory services and provides key inputs into the business and technology streams;

b) ***Business transformation*** – which focuses on establishing a sustainable industry and financial structure; and

c) ***Technology transformation*** – which will implement the required information technology infrastructure to execute the clinical and business models, ensuring alignment with the eHealth Strategy.

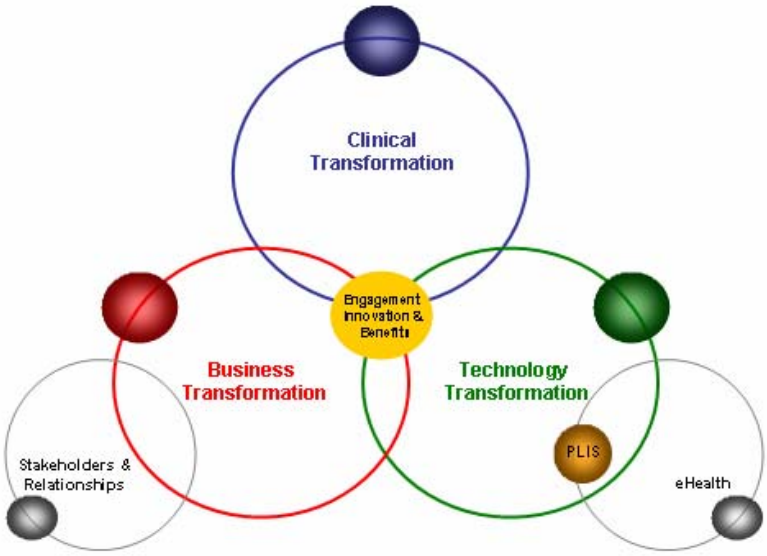

Figure 2 – British Columbia Laboratory Services Transformation Strategy

The PLIS Project is a significant project within PLCO's technology transformation initiative that supports the overall outcomes of the PLCO. More information on the British Columbia Laboratory Services Transformation Strategy is available at http://www.plco.ca/publications.

2.6 CANADA HEALTH INFOWAY INC.

Infoway invests with public sector partners across Canada to implement and reuse compatible health information systems that support a safer, more efficient healthcare system. Infoway is an independent, not-for-profit organization whose members are Canada's 14 federal, provincial and territorial deputy ministers of health. Launched in 2001, Infoway and its public sector partners have over 100 projects, either completed or underway, delivering Electronic Health Record solutions to Canadians – solutions that bring tangible value to patients, providers and the healthcare system.

The mission of Infoway is:

> *To foster and accelerate the development and adoption of electronic health information systems with compatible standards and communications technologies on a pan-Canadian basis, with tangible benefits to Canadians.*
>
> *To build on existing initiatives and pursue collaborative relationships in pursuit of our mission.*

Infoway is a strategic investor that works in partnership with the jurisdictions to best align Infoway's investments with jurisdictional plans and to leverage existing solutions. Once investment decisions are made, Infoway's public sector partners lead the development, implementation and use of EHR solutions. Infoway provides leadership by establishing a strategic direction for EHR implementation in Canada in collaboration with the provinces and territories. For the PLIS Project, the Province's approach is consistent with Infoway's vision and Infoway is a strategic investor.

More information on Infoway is available at their website www.infoway.ca.

2.6.1 Infoway Blueprint

The Infoway Blueprint is the road map to a pan-Canadian interoperable EHR.

The Infoway Blueprint promotes reusable and replicable solutions that can be aligned with jurisdictional priorities and deployed across the country more cost-efficiently. It also provides guidance to jurisdictions to develop their strategic, tactical and operational plans to ensure rapid development and deployment of EHR solutions. Without this common framework and sets of standards, EHR solutions across Canada would become a patchwork of incompatible systems and technologies.

Focused on interoperability—the capability of computer and software systems to seamlessly communicate with each other—the Infoway Blueprint provides a fully validated, scalable architecture that lays out the business and technical considerations and approaches that will ultimately guide the sustainable development of EHR systems in Canada.

The Infoway Blueprint is intended to evolve over time and be further refined to take into account new developments and input from healthcare stakeholders. Currently, work is underway to define the requirements and enable solutions for privacy and IT security. Next steps also include definition of the data requirements and messaging and vocabulary standards.

Proponents are encouraged to become well versed in their understanding of the Infoway Blueprint. The Province recommends that Proponents interested in learning more about the Infoway Blueprint may register as a user to Infoway's *E-Health KnowledgeWay* at www.infoway.ca to stay current with the Infoway Blueprint.

2.7 BRITISH COLUMBIA'S EHEALTH VISION AND STRATEGY

2.7.1 eHealth Vision

The Province has developed a ten year vision for eHealth in British Columbia and is currently implementing a more focused three year eHealth Strategy, comprised of a series of critical initiatives including the one described in this document. The vision for eHealth is summarized in the statement:

> *An integrated, interoperable eHealth system in which healthcare information is accessible, when and where it is needed, to support personal health, healthcare decision making and health system sustainability.*

The Province defines eHealth as:

> *An integrated set of telecommunication technologies, accurate and timely information, and related process enhancements that together enable the efficient delivery of healthcare services, and incorporate the Electronic Health Record (EHR) and Telehealth.*

The Province intends to publish the eHealth Strategic Framework document on a website in the near future. At that time, all Proponents who have submitted a Receipt Confirmation Form pursuant to section 1.3.3.3 will be notified about the location of the website and, if it is published prior to the close of the JSRFP, the link will also be posted to BC Bid as an addendum to the JSRFP.

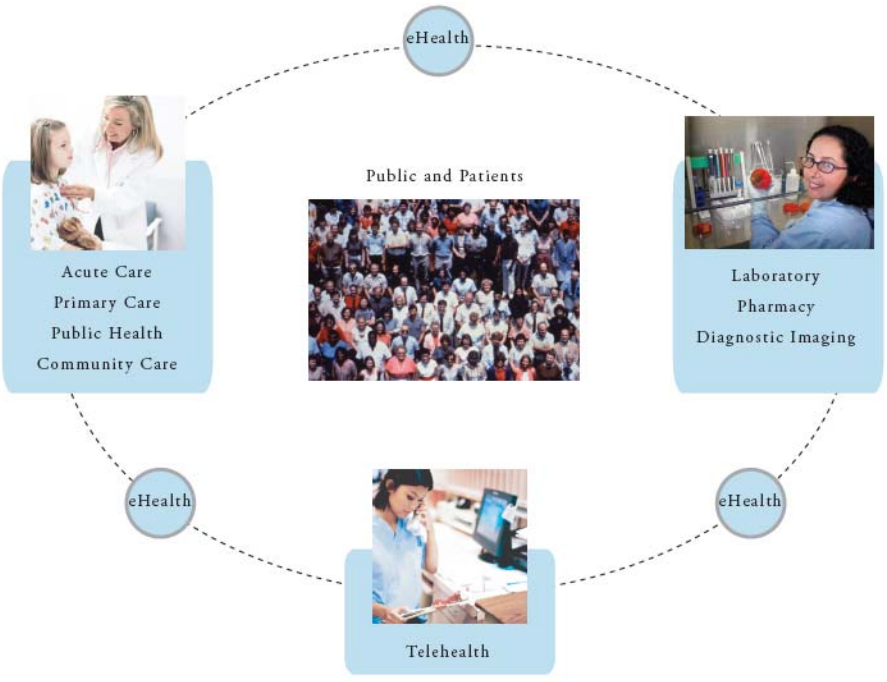

Figure 3 – Focal Point of Healthcare Delivery

As illustrated in Figure 3, the public and patients are the focal point of healthcare delivery. Health information needs to be centered on and organized around the public and individual

patients, rather than the places where the services are delivered (hospitals, clinics, individual medical practices, etc.). eHealth will support and enable a more effective, integrated and coordinated approach to communication and information transfer across the various components within the continuum of healthcare.

The following diagram (Figure 4) conceptually illustrates an end state vision for eHealth that provides electronic access to integrated clinical information such as patient Drug information, patient clinical laboratory information, digital images, and reports and documents to the various points of care.

A point of care can be anywhere where the Clinician and patient meet and exchange information for the purpose of providing patient care. There are many points of care. Examples of possible points of care are depicted in this diagram as the doctor's office, an ambulance, hospitals, community clinics and the patient's home.

The Province has a priority to deliver electronic patient medication information, patient clinical laboratory information and digital images within the next two to three years. The vision includes integration of this clinical information at a single electronic access point. For example, the physician will be able to log into a system and see the patient's laboratory clinical information as well as other relevant clinical information at the same time, at the same access point without needing to log into separate systems to view this information. Integrated clinical information supports effective clinical decision making and improves quality and safety of patient care.

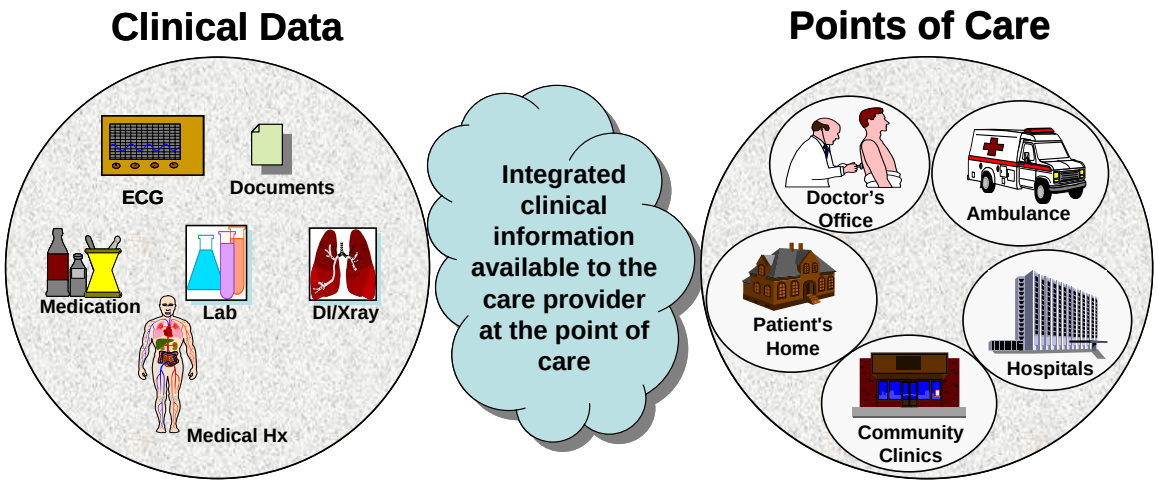

Figure 4 – Conceptual Illustration of Integrated Clinical Information

Over time, the vision extends from electronic access to view and review integrated information to include the use of sophisticated logic and clinical decision support systems that are integrated with electronic physician order entry capability at the point of care.

2.7.2 British Columbia's eHealth Objectives

The Province's eHealth objectives are:

- Improved healthcare quality, cost effectiveness, safety and outcomes (clinical information available everywhere, fewer adverse Drug effects, less duplication of tests, more timely and effective treatment, better clinical decision making); and
- Enhanced service availability and satisfaction for citizens, patients and providers (personal health record information available to citizens, health support information more easily available – e.g. via the web) including:
  - better management of chronic diseases;
  - less duplication of tests and fewer adverse Drug reactions;
  - automation of physician workflow (e.g. ePrescriptions, scheduling, etc.); and
  - more timely and efficient service delivery.

2.7.3 Delivering the eHealth Strategy

Figure 5 highlights the eight key clinical components of healthcare delivery (shown in the form of major pillars), that will be strengthened and interconnected through eHealth. These eight clinical components will be the focus of the overall transformation of health service delivery across the continuum of care. The laboratory sector is an integral part of the successful delivery of the eHealth Strategy.

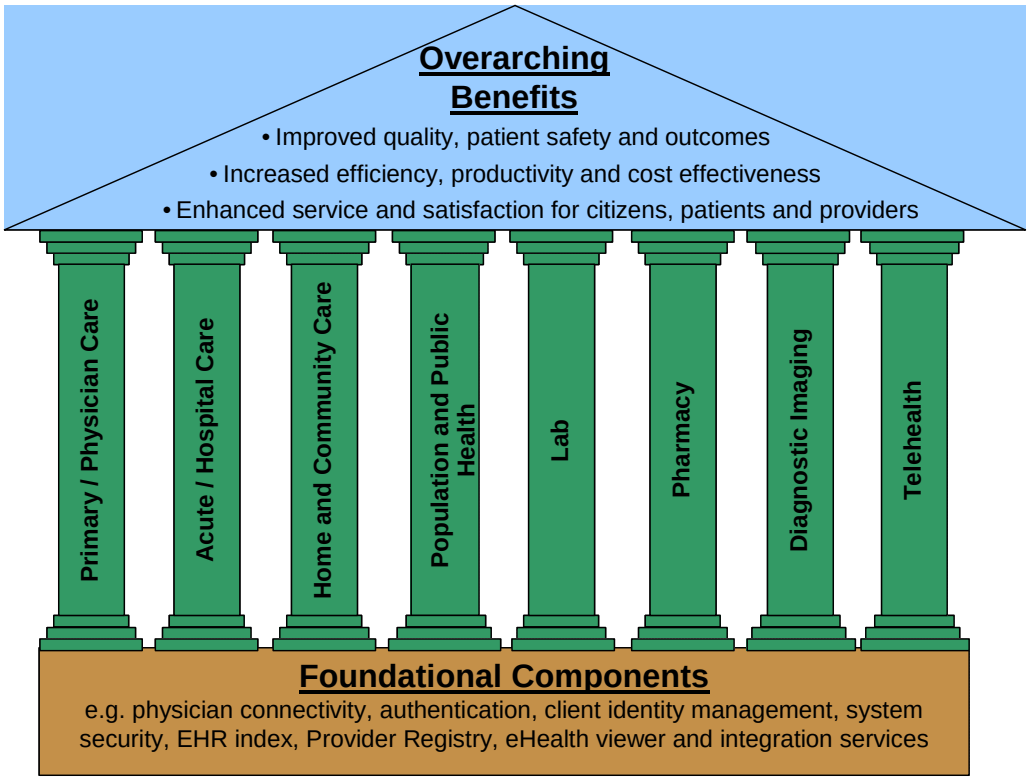

Figure 5 – Delivering the eHealth Strategy

As shown in Figure 6, the eHealth Strategy is planned to be implemented in the following three phases over the next 10 years:

- eHealth phase 1: Access to priority clinical information (Lab, Drug, DI and clinical documents);
- eHealth phase 2: Enhance capabilities and provide knowledge-based tools; and
- eHealth phase 3: Integrate systems throughout the continuum of care.

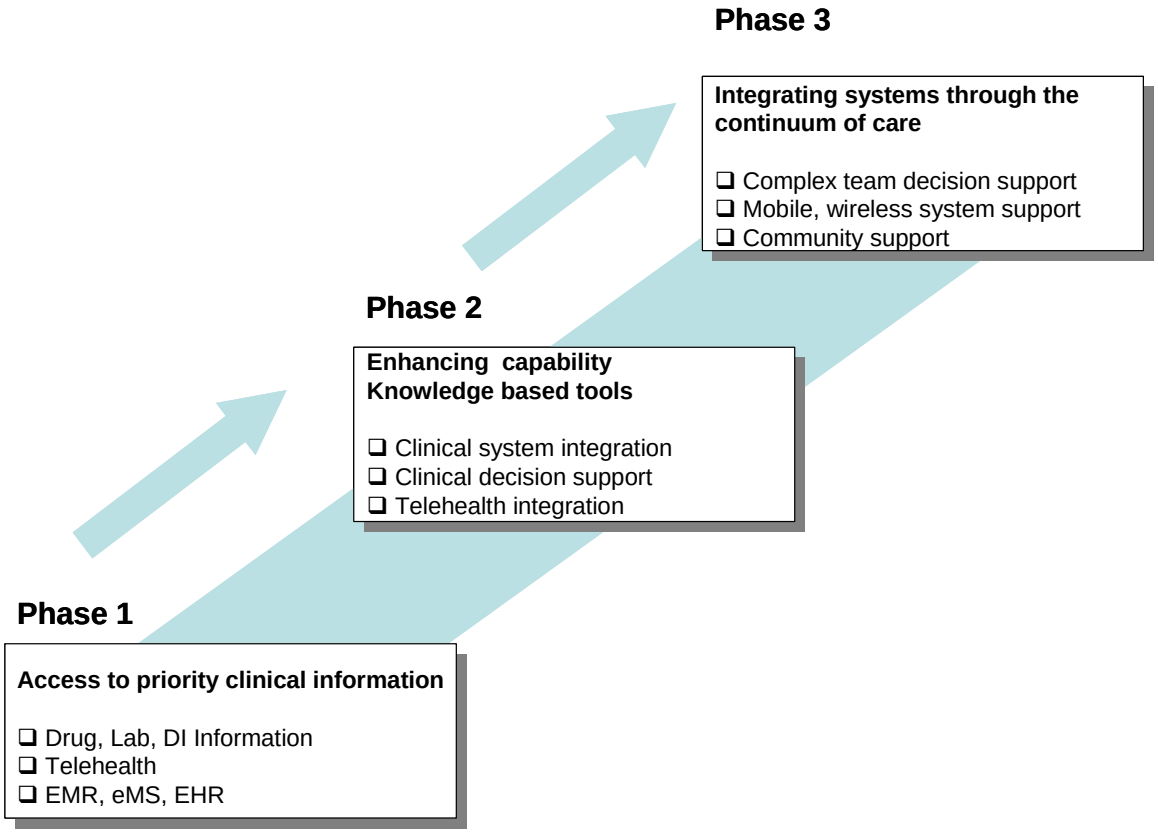

Figure 6 – eHealth Phases

Within the Ministry there is an eHealth program office which coordinates across multiple eHealth projects. Of these, the following projects have significant cross-project dependencies which require an integrated implementation and change management plan:

a) iEHR Project – eHealth infrastructure;

b) PLIS Project – for access to laboratory information;

c) Drug Project – for access to Drug and pharmacy information; and

d) DI Project – for access to clinical digital diagnostic images and reports.

The Province has set up an eHealth steering committee (see section 3.8) to oversee and guide implementation of the eHealth vision. Each eHealth project has its own steering committee reporting to the eHealth steering committee. The PLIS Project is led and resourced by the Province through the PLCO and the iEHR Project is led by Vancouver Coastal Health on behalf of the Province.

The diagram below (Figure 7) shows the dependencies of the Lab, DI, Drug and shared care record repositories and services, also known as domains, on a common eHealth infrastructure, (identified as the HIAL in the Infoway Blueprint) and a clinical information viewer. The common eHealth infrastructure components need to be in place to support the implementation of the Lab repository and services to achieve the goals for PLIS, the PLCO and the Province's eHealth Strategy.

The anticipated deployment plan for PLIS includes building the viewer and required eHealth infrastructure components. These components will also be leveraged by the DI Project and the Drug Project.

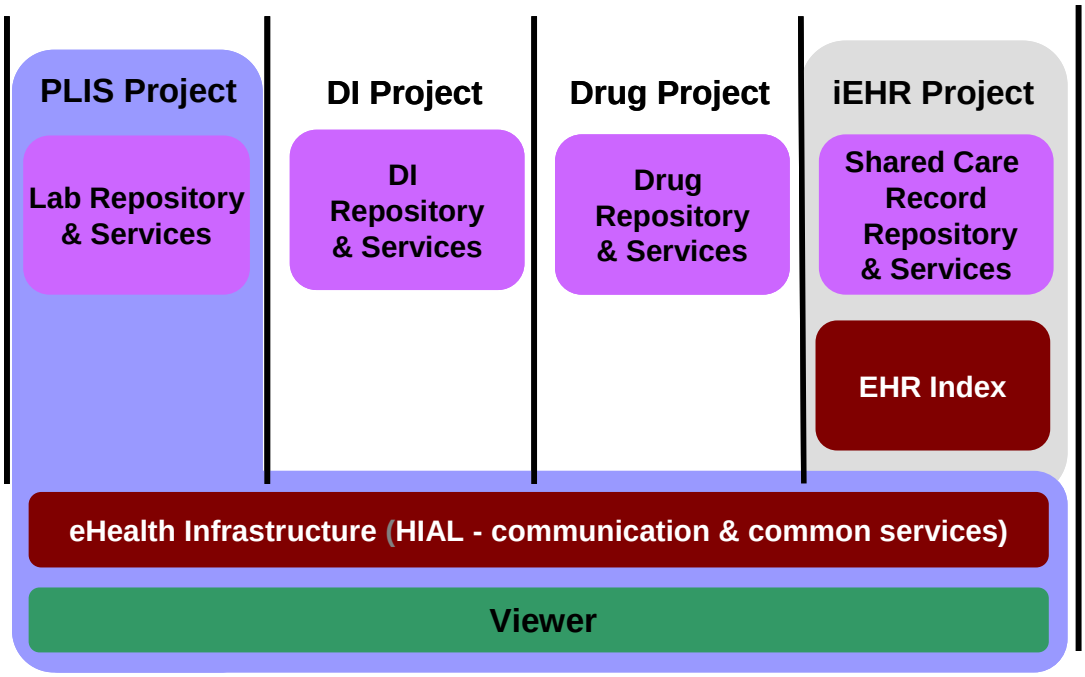

Figure 7 – eHealth Projects Integration

2.7.3.1 iEHR Project

The iEHR Project is responsible for developing the required eHealth infrastructure for all the eHealth projects. Required infrastructure includes the HIAL and Longitudinal Record Services which will provide a common standardized view to clinical information, as well as a shared care record repository for unstructured data such as clinical documents (i.e. pathology reports, operating room reports, discharge summaries). The full scope of the iEHR Project is described in more detail in Appendix F, section 5.3, EHR Infrastructure Key Features.

The iEHR Project will proceed in lockstep with the domain-based eHealth projects (PLIS, Drug, DI) providing them with common services to facilitate the maintenance of and access to clinical data. The technical components will include:

- viewer;
- HIAL;
- Longitudinal Record Services; and
- shared care record repository.

It is the intent of the iEHR Project to build a fully functional EHR infrastructure environment based on Infoway's Blueprint. The long-range goal of the iEHR Project is to fully implement the services enclosed by the dotted line in the following Infoway Blueprint diagram in Figure 8.

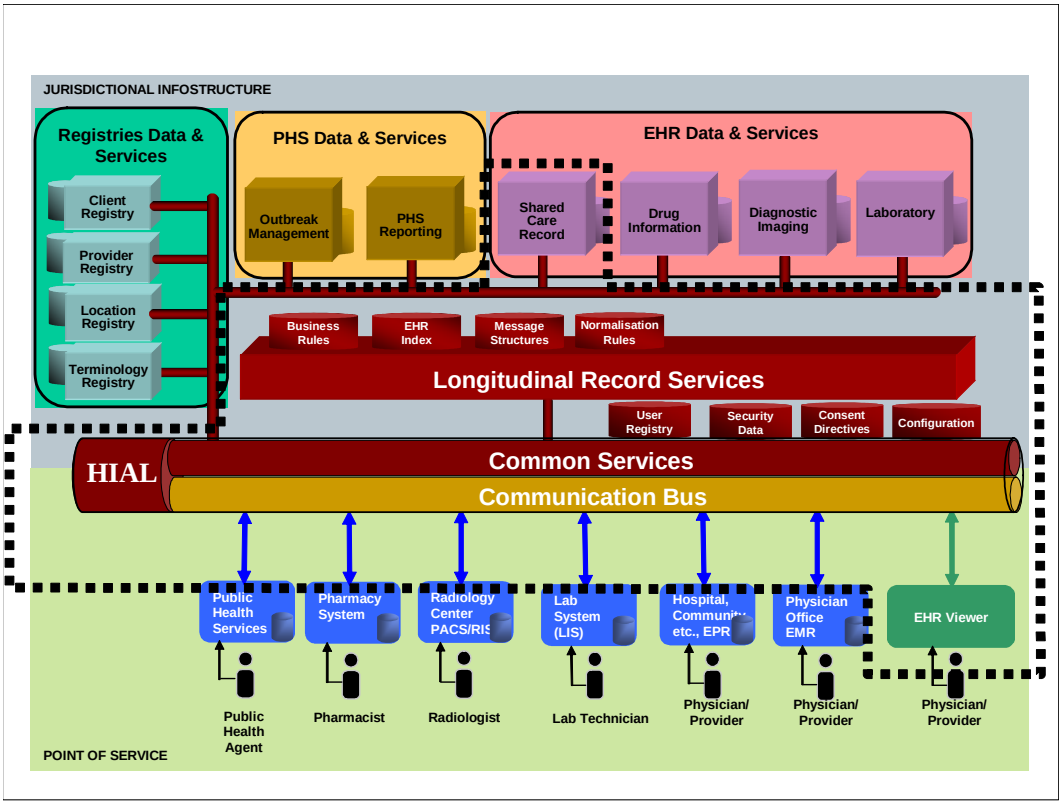

Figure 8 – Infoway Blueprint and iEHR Project Components

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3 DEFINING THE OPPORTUNITY

3.1 PROJECT OVERVIEW

The Province is looking to develop a long-term relationship with a Service Provider to design, build, implement and operate a province-wide integrated laboratory information Solution including the eHealth infrastructure required to support the Solution. The Solution will provide access to authorized Clinicians at the point of service anywhere in British Columbia with electronic access to laboratory information from both public and private Laboratory Service Providers.

3.2 PLIS VISION

The overall vision for PLIS is to ensure authorized access to relevant laboratory information at the point of care anywhere in British Columbia. This vision includes access to laboratory information for many categories of laboratory information users.

Figure 9 below generally depicts the five types of laboratory information users. These include Clinicians who are in the Community Care Settings or Acute Care Settings, and sub-specialty Clinicians, laboratory medicine Clinicians, and decision makers and planners.

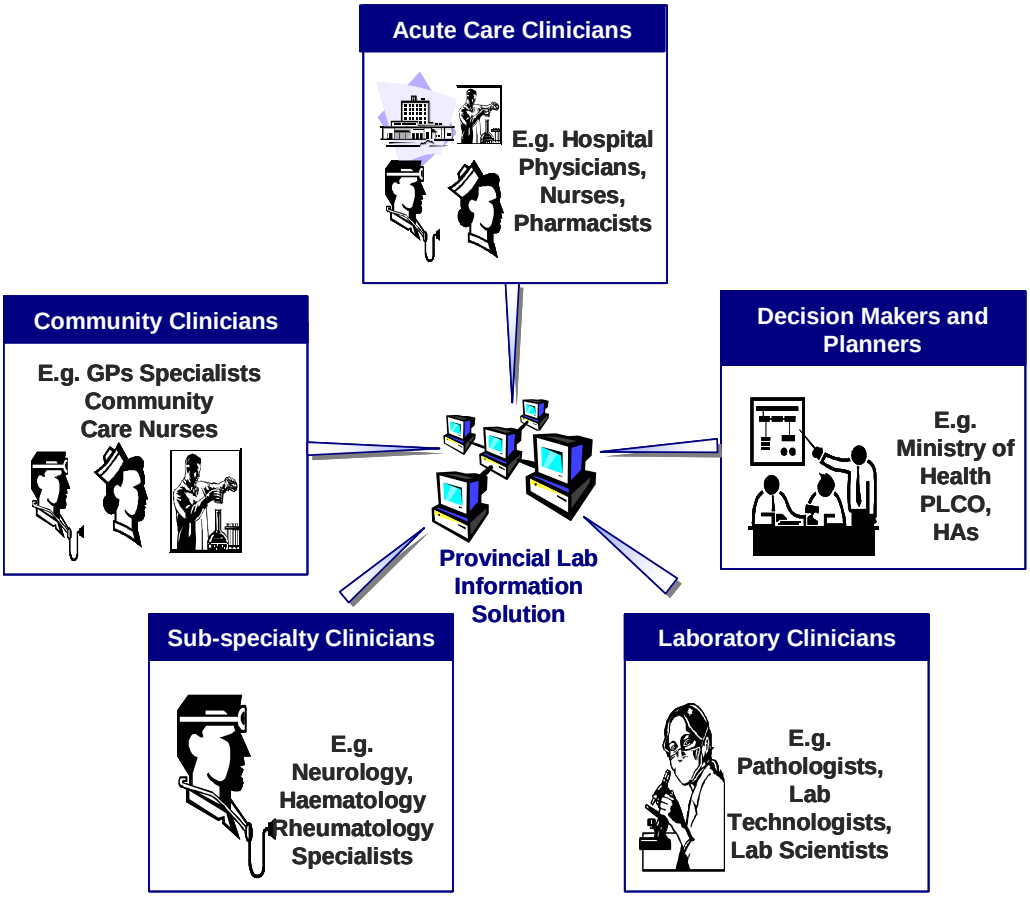

Figure 9 – Laboratory Information Users

These laboratory information users have different needs and uses for laboratory information. The vision for PLIS is to address the needs and support all types of users by providing better access to complete laboratory information. For example, the laboratory Clinicians are focused on understanding and managing specific diseases and organisms and tracking the incidence of public health outbreaks. Laboratory managers and administrators are interested in quality and utilization management, and sub-speciality Clinicians such as haematologists or neurologists need disease specific laboratory information.

The vision for the initial implementation of the PLIS Project will be to build and integrate the needed infrastructure for laboratory clinical information sharing in British Columbia, leveraging existing public and private infrastructure in the Province where it makes sense to do so. Over time, the vision includes full integration with other eHealth projects to provide enhanced functionality of integrated order entry and decision support at the point of care.

3.3 INTEGRATED SOLUTION

This section will describe the integration of the PLIS Project and components of the iEHR Project necessary to deliver PLIS, British Columbia's laboratory transformation goals and British Columbia's eHealth Strategy.

A significant component of the overall laboratory solution is comprised of required eHealth infrastructure identified in the following diagram (Figure 10) by the dotted line outlining the required iEHR Project Components for PLIS. The "EHR Data and Services" box (top right of the diagram) illustrates how each of the domains identified as shared care record, Drug, DI, and Lab are dependent on these same iEHR Project Components to share clinical information with end users. Standardized and secure access to clinical information within these domains is provided through various available viewers within the province, such as "Lab System", "Hospital, Community", "Physician Office EMR", and the "EHR Viewer", as depicted in the boxes along the bottom of the diagram.

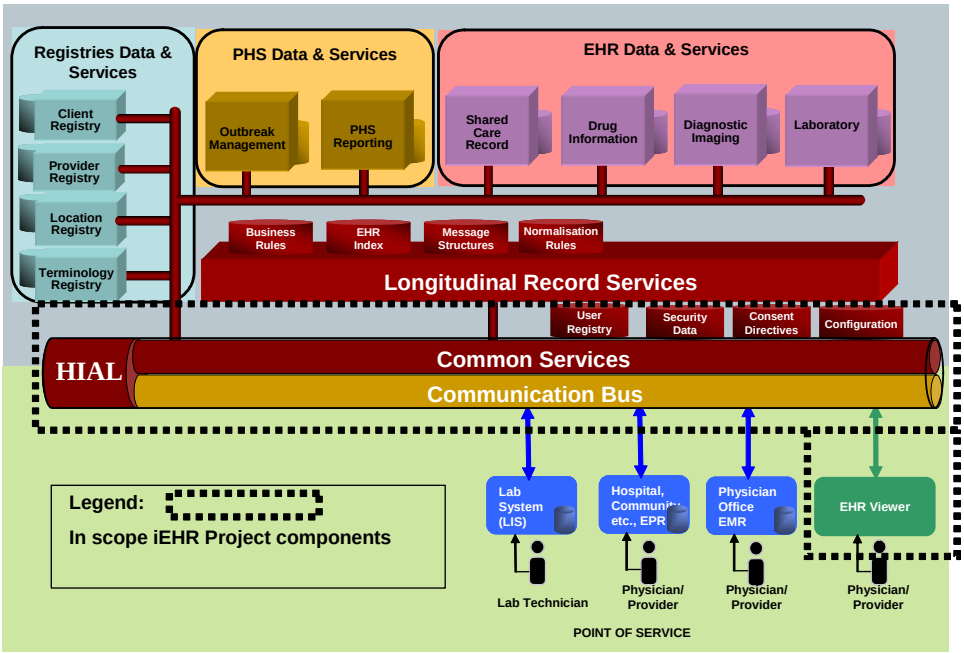

Figure 10 – Required eHealth Infrastructure (iEHR Project Components)

The following diagram (Figure 11) depicts the PLIS Project and the iEHR Project Components and emphasizes the requirements for the integration of the PLIS Project and iEHR Project. The diagram highlights the Lab domain in the top right of the diagram, describing in detail the services within this domain. The full scope of the iEHR Project is depicted in this diagram, and includes the shared care record repository, the EHR index repository, Longitudinal Record Services, the HIAL and a common viewer.

The light grey shaded items (Provider Registry, Client Registry, Drug and DI) are not in scope of this JSP Process. See section 3.5 for the detailed scope description.

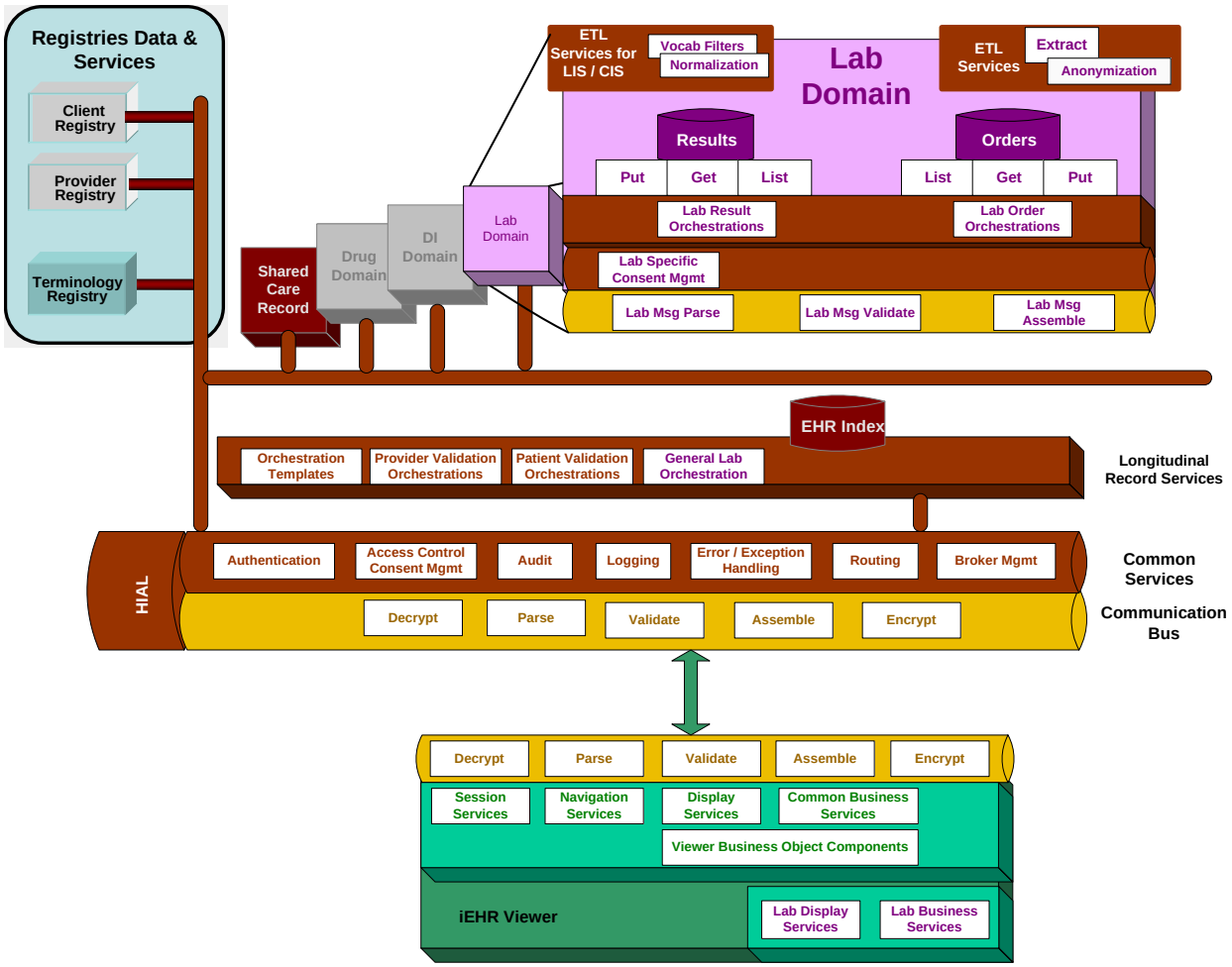

Figure 11 – The Province's Integrated PLIS Project and iEHR Project Scope

The following figure (Figure 12) describes the functionality that will be available to an ordering physician at the point of care once PLIS is implemented.

In this scenario, Dr. Q is in the emergency room of a city hospital in one Health Authority. Dr. Q needs to see the laboratory results Patient A has had in the last 3 months. Patient A is from a different Health Authority and has a chronic disease that has flared up while they were visiting their family in the city.

(1) Dr. Q accesses PLIS.

(2) His request is a message that is "unpacked" in the common services layer of the eHealth infrastructure.

(3) Separate messages are then sent to the Provider Registry and Client Registry to verify that Dr. Q and Patient A are registered members of the eHealth system.

(4) The common services layer then conducts security, privacy and audit functions on the request.

(5) Gets the Laboratory Test Results from Patient A's Health Authority laboratory repository.

(6)These Laboratory Test Results are then packed up again into a message that is sent back to the viewer in the city hospital where Dr. Q can see the information.

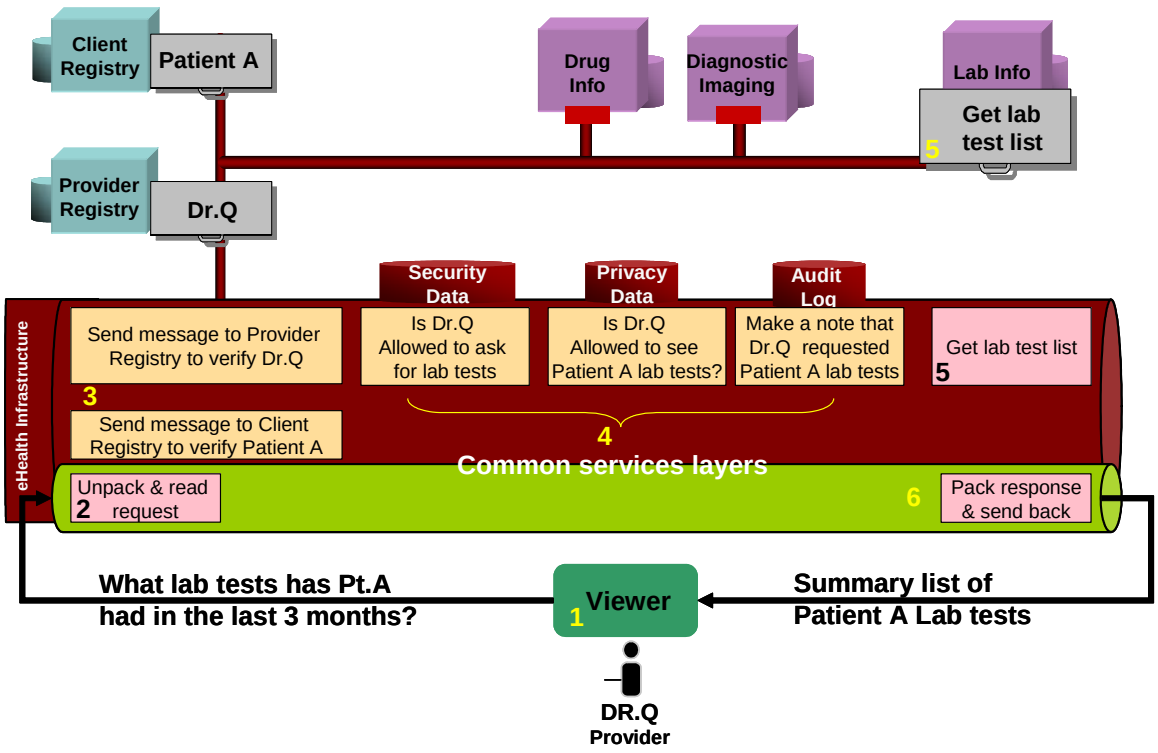

Figure 12 - Simple Laboratory Test Request

3.4 PROJECT OBJECTIVES & PRINCIPLES

3.4.1 Clinical and Business Objectives

Clinical and business objectives for PLIS include, but are not limited to the following:

- Improve access to clinical laboratory information at the point of care anywhere in the province;
- Support care providers with integrated clinical information to facilitate effective clinical decision making;
- Improve quality and safety of patient care delivery with timely and complete clinical information;
- Improve and support disease management;
- Improve quality and utilization of laboratory services in the province;
- Support administration and management decision making; and
- Support goals of laboratory transformation in the Province.

3.4.2 Principles and Technical Objectives

The Province's eHealth Strategy, in alignment with Infoway's guiding principles, specifies that, among other things, the development of the technical aspects of PLIS should be:

- Complimentary to or should leverage existing infrastructure and systems;
- Based on COTS products where practical;
- Based on the capability to replicate solutions across jurisdictions where practical;
- Supportive of pan-Canadian information sharing;
- Based on a service-oriented architecture; and
- Based on standards.

The Solution is expected to achieve the following objectives of the Province:

- Based on the Province's eHealth conceptual system architecture;
- Aligned with the Infoway Blueprint with capacity to support province-wide evolution to the comprehensive EHR and future development of domain repositories for the DI Project and the Drug Project;
- Operated 24 x 7, 365 days a year, while meeting or exceeding service levels;
- Compliant with the Province's applicable security and privacy legislation, policies and standards in order to ensure the safeguarding of personal information;
- In alignment with ISO 17799, a standards framework for security;
- Interfaced with existing Laboratory Information Systems and Clinical Information Systems and other applicable point of service applications through standards based interfaces;
- Built upon a foundation of reusable common services (e.g. iEHR Project Components);

- Capable of scaling to accommodate the transaction load of a full provincial EHR implementation;
- Allow the evolution of additional functionality in support of future initiatives ultimately growing to be a part of a pan-Canadian system of interconnected EHRS;
- Capable of scaling to add additional business functions over time including online order entry and advanced clinical decision support:
    a. order entry will be phased in with the evolution of all eHealth projects and will not be a laboratory domain-based Solution, and
    b. over time the Solution may also electronically deliver or distribute laboratory information to points of care;
- Capable of interfacing with existing technology such as the Microsoft.NET and Biztalk messaging services currently used by the Health Authorities as a de facto standard;
- Interfaced with existing services (e.g. Provider Registry, and Client Registry); and
- Built using a web-based user interface.

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3.5 SCOPE OF THE OPPORTUNITY

The Scope of the Opportunity includes the design, build, implementation and operation of the Solution. This includes the specific requirements of the PLIS Project and the identified iEHR Project Components.

The scope of the PLIS Project is expected to scale over time in alignment with the overall eHealth projects. For example, initially the scope is focused on providing access and a view to laboratory information available in PLIS. Over time the scope may expand to include distribution of laboratory information to points of care including physician offices. The capacity of the eHealth infrastructure will need to expand as other clinical information initiatives (such as the Drug Project and DI Project) are developed and deployed.

It is anticipated that during the Joint Solution Definition Phase (see section 5.2), the scope of services will be further defined and may form part of the Final Contract.

As shown in Figure 13, the PLIS Project Scope includes the PLIS requirements plus the eHealth infrastructure requirements (iEHR Project Components).

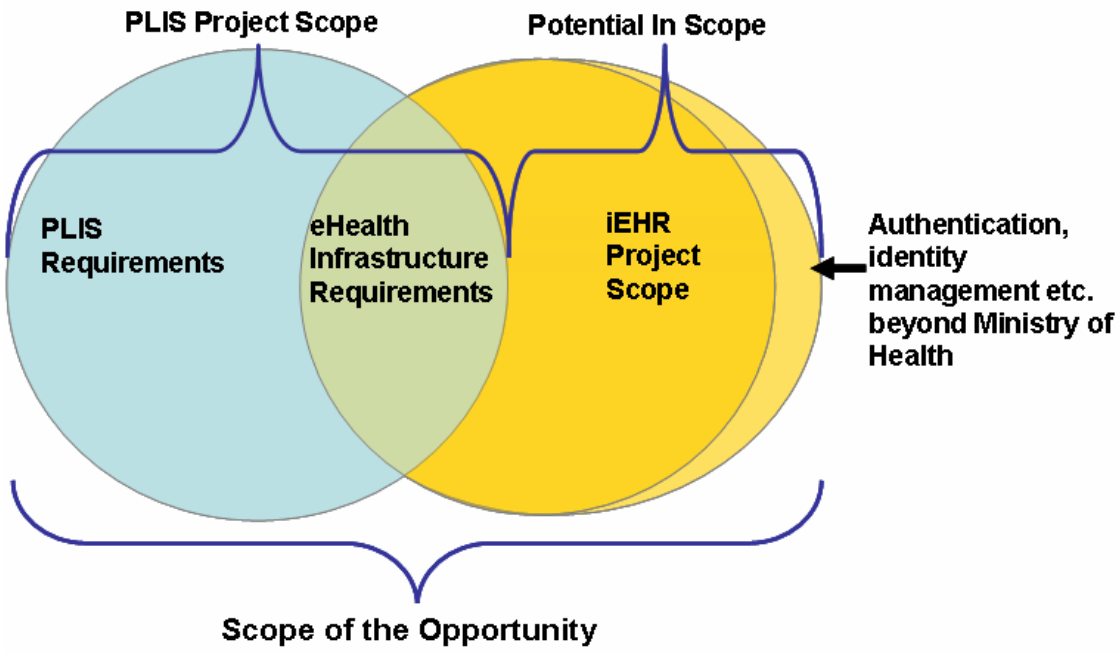

Figure 13 – Scope of the Opportunity

3.5.1 PLIS Project Scope

The requirements for the PLIS Project that are in scope are identified from a technical and architectural perspective as follows:

3.5.1.1 PLIS Components and Capabilities

Components

- Laboratory domain repository as per Infoway Blueprint;
- Secure information storage;
- Terminology registry; and
- Point of service interfaces e.g. Laboratory Information Systems, Health Authority repositories.

Capabilities:

- Results repository and services;
- Load from CIS and/or LIS (which may initially be via batch processes);
- Extract (to data warehouses);
- Results viewing; and
- Order repository and services.

3.5.1.2 eHealth Infrastructure Requirements and Capabilities (iEHR Project Components)

Components

- HIAL (common services and communications bus);
  - Authentication, access control, audit, logging;
  - Consent management; and
  - Configuration management;
- User registry;
- Longitudinal Record Services including interfaces to provincial registries; and
- A web-enabled clinical information display viewer.

Capabilities:

- Error or exception handling;
- Routing;
- Broker configuration and operations management;
- Encryption and decryption;
- HL7 v3 message parsing, assembling and validation; and
- iEHR viewer

- session, navigation, display, and common business services; and
- viewing of orders and results.

3.5.1.3 Project Activities

The PLIS Project will encompass the following activities for the in scope items above to support the design, build, implementation and operation of the Solution:

- Developing the architecture and design;
- Managing organizational change;
- Procuring, installing and configuring COTS;
- Developing and testing custom software;
- Developing and testing interfaces, (e.g. interface to Provider Registry and Client Registry);
- Integrating with specified point of service applications; and
- Providing facilities management, operations management and technical support for all services.

3.5.1.4 British Columbia eHealth Standards

The Province has adopted and/or committed to a number of evolving provincial, national and international eHealth standards which are described in more detail in Appendix F, section 3, Standards. The Solution is required to conform, at a minimum, to these standards where applicable:

a) HL7, a protocol for electronic data exchange between different health information systems covering areas such as admission, discharge, transfer information, order entry and results reporting, scheduling and referrals;

b) International Classification of Diseases 9 (ICD-9) and 10-CA (ICD-10-CA)[2]; and

c) The Province is also committed to national standards endorsed by Infoway. These include emerging technical standards such as HL7v3, DICOM, and XDS/XDSi as well as nomenclature standards such as SNOMED.

3.5.2 Potential In Scope

The Province reserves the right to expand the scope of services provided under the Final Contract to include:

- Enhanced functionality including electronic order entry, the electronic delivery and distribution of clinical results, and clinical decision support;
- Shared care record which is a repository for other clinical information not contained in the main repositories (Lab, Drug, DI), which includes both structured data and unstructured documents;

[2] More information on ICD 9 and 10-CA is available at the Canadian Institute for Health Information website www.cihi.ca

- Longitudinal Record Services which coordinates and manages the existence and location of clinical information about clients;
- Managed high level consent services;
- Managed meta data in EHR index;
- Knowledge transfer to source system organizations; and
- Leverage components of the Solution within the Province beyond the Ministry of Health (e.g. authentication, identity management etc.)

3.5.3 Out of Scope

The following items are out of scope for the PLIS Project:

- Development of laboratory nomenclature standards;
- Overall eHealth Strategy;
- Policy development, creation and amendment of legislation and related items;
- Drug Project and DI Project except those common services described in this JSRFP; and
- Provision of network services to other sites (e.g. Health Authorities laboratories).

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3.6 PROPOSED IMPLEMENTATION APPROACH

It is envisioned that the Solution will be implemented in sequential stages across geographic regions, with multiple waves of deployment within each geographic region, encompassing various types of laboratory information users.

The implementation approach for PLIS is expected to be coordinated with the other eHealth projects over a 2 to 3 year timeline to achieve the overall eHealth goal of providing integrated electronic access to clinical information at the point of care.

The initial PLIS Project Scope is focused on delivering those components of common services and infrastructure that will successfully achieve the objectives for PLIS. The infrastructure must be developed to also support the delivery of other clinical information such as Drug information, digital images and unstructured data such as clinical documents.

Once the required infrastructure for PLIS is developed, it is expected that initial deployment of the Solution will be to a pilot group of laboratory information users and then over time rolled out to additional stakeholders. PLIS will interface to public and private Laboratory Service Providers. Health Authority point of service laboratory systems will be interfaced to PLIS when they are ready. This readiness is based on Health Authorities achieving their laboratory and clinical information consolidation targets. As laboratory and clinical information is consolidated into Health Authority repositories, these will be interfaced to PLIS.

Over time, as the iEHR Project completes the build of the eHealth infrastructure, functionality which includes sophisticated and integrated clinical decision support logic and electronic physician order entry will be available for laboratory information users as well as other eHealth project information users.

The Province invites Proponents to propose alternate approaches for implementation in their Stage 3 Concept. Further information will be made available in Stage 2 in the Restricted Documents Room.

3.7 INTELLECTUAL PROPERTY PRINCIPLES

3.7.1 General

The following are some general points relating to Intellectual Property for the PLIS Project:

- Intellectual Property rights in relation to the Solution will be more fully developed in the Joint Solution Definition Phase;
- The ownership of the Intellectual Property may depend on the economic model proposed by the Proponents; and
- Whether the Proponents intend to productize or commercialize all or part of the Solution may affect the economic model put forward by Proponents.

3.7.2 Intellectual Property Principles

The Province has the following objectives with respect to Intellectual Property related to the PLIS Project:

1. The Province will own all Intellectual Property related to PLIS or have contractual rights in the Intellectual Property in PLIS that are substantially the same as ownership of such Intellectual Property. The Province's rights in the Intellectual Property will extend to future modifications and enhancements to such Intellectual Property made by the Service Provider (including third parties on behalf of the Service Provider). The Province's rights will not include the following:

   a) COTS and pre-existing products incorporated into PLIS, for which the Province anticipates it will receive a license to use such Intellectual Property in COTS and pre-existing products incorporated into PLIS;

   b) conditional use of PLIS outside of Canada; and

   c) conditional use of PLIS for purposes that are outside of the PLIS Project Scope, such as for an entirely different business application.

   One approach to achieve the above objectives would be for the Province to have ownership of the PLIS Project deliverables and to grant a royalty free conditional license back to the Service Provider, along with the Service Provider granting a full Intellectual Property indemnity to the Province and others associated with the PLIS Project. The specific license between the Province and the Service Provider would include provisions for the continued commercialization of such Intellectual Property by the Service Provider. The Province acknowledges that there may be other approaches that can be used to achieve the above objectives and is prepared to explore all reasonable approaches with Proponents.

2. With respect to any projects in which Infoway is an investor, Infoway has ownership rights in all materials described as the "Toolkit". As a result, despite the objectives in section 1 above, as between the Province and the Service Provider, ownership rights in Intellectual Property comprising the Toolkit will be reserved to Infoway. More information regarding any Toolkit materials that might be developed as part of the PLIS Project will be discussed during the Workshops at Stage 2 and further during the Joint Solution Definition Phase.

3. The Service Provider will bear risks associated with PLIS Project Intellectual Property including Intellectual Property claims by third parties.

4. For any parts of PLIS not owned by the Province, the Service Provider will address risks associated with bankruptcy and insolvency.

5. The Province or Infoway will have the right to license or otherwise provide the use of the Intellectual Property in PLIS to any provincial, territorial, municipal, first nations governments and the federal government and other publicly funded agencies in Canada for non-commercial use and at no charge.

6. Upon the expiration or earlier termination of the Final Contract, the Province will have the right to transition the operation of PLIS to an alternate service provider(s) and any such alternate service provider will have the right to use, on behalf of the Province, all Intellectual Property in PLIS.

3.8 PROJECT GOVERNANCE

A core team of experts are dedicated to this PLIS Project, supported by the executive project sponsor who is the Deputy Minister of Health, Dr. Penny Ballem. In addition the PLIS Project is overseen by a steering committee, chaired by Ron Danderfer, Assistant Deputy Minister Knowledge Management and Technology, with clinical leadership and accountability for project delivery provided by the Clinical Director of the PLCO, Dr. David Pi.

The PLIS Project steering committee reports to the provincial eHealth steering committee. Several stakeholder consultation groups have been involved in strategy development for the PLIS Project and will be available for ongoing consultation as subject matter experts throughout the JSP Process. In addition, Health Authorities and Clinicians are represented on the various steering committees including the PLIS Project steering committee.

The PLIS Project governance is depicted in the diagram below.

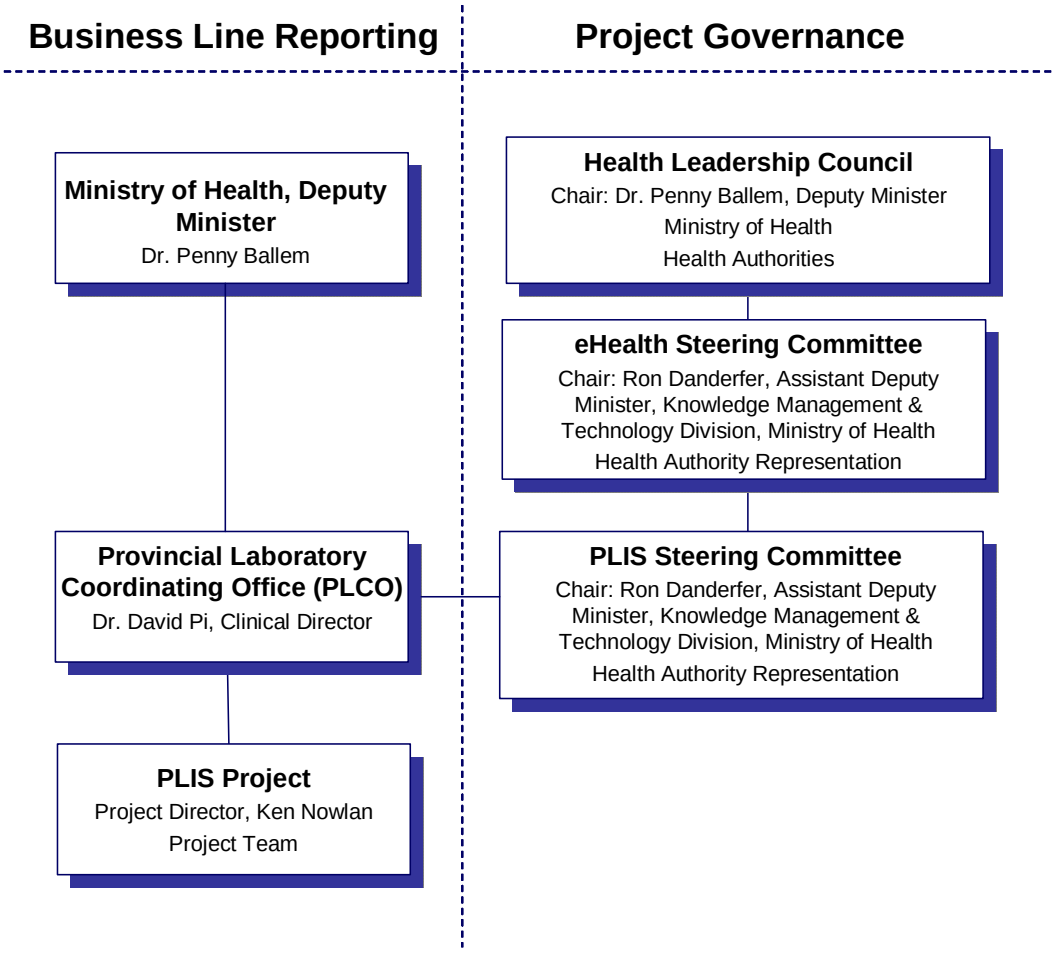

Figure 14 – PLIS Project Governance

3.9 DEAL STRUCTURE AND ECONOMIC MODEL

It is the intention of the Province to enter into a single Final Contract with the Successful Proponent.

It is anticipated that the Service Provider will invest in the development of the Solution and will operate it for the term of the Final Contract. Upon the expiration of the term, the Province may enter into another competition which may result in the transfer of the operation of the Solution to another service provider.

There are a variety of possible economic models that can arise from the JSP Process. Proponents are asked in section 5.7.3 to describe past large scale information technology and services delivery projects (particularly those with transformational aspects) and demonstrate to the Province their in-depth knowledge and experience in conceptualizing, designing, developing and operating financial models that are true to the spirit of the type of deal structures contemplated for the opportunity.

The Final Contract will include design, build, implementation and operation under a single economic model. The Ministry is encouraging Proponents to come forward with innovative and creative deal structures and economic models that are not based on a traditional 'time and materials' basis. Additionally, the Ministry is expecting to see the detailed information which supports the creative deal structures and economic models as part of the Joint Solution Definition Phase and final Solution presentations. A key component of the Preferred Proponent presentations on deal structures and economic model will be the principles that the Preferred Proponents would use to integrate the Potential In Scope opportunities (e.g. iEHR Project Components) within the economic model over the term of the Final Contract.

The Province anticipates that laboratory information users will not be charged directly for access to laboratory test information through PLIS. Proponents should factor this into the development of their economic models.

3.10 PRIVACY AND COMPLIANCE

3.10.1 Privacy

The PLIS Project will entail management of sensitive health, financial and other personal information from its collection through to its destruction. The Proponent must be able to ensure that the personal information it may deal with as the Service Provider will not be disclosed and will be kept secure.

The Service Provider will be required to comply with British Columbia laws governing the collection, use and disclosure of personal information, including the *Freedom of Information and Protection of Privacy Act* (FOIPPA), the *Personal Information Protection Act*, the *Document Disposal Act*, and any other applicable legislation. The Service Provider will be required to, at a minimum, adhere to the Privacy Protection Schedule attached as Appendix D.

Where FOIPPA is concerned, Proponents are expected to demonstrate understanding of the application of Part 2, including compliance with the Bill 73 amendments of October 2004 that limit the disclosure, storage of or access to personal information outside of Canada. Proponents should keep in mind that changes to provincial legislation and policies may occur from time to time.

More information on FOIPPA and related policies and guidelines of the Province is available at http://www.mser.gov.bc.ca/privacyaccess/.

Issues related to privacy, such as the role of the Information and Privacy Commissioner, and the privacy policies that apply to projects of provincial scope, will be further discussed during the Workshops and during Solution compliance activity of the Joint Solution Definition Phase as described in section 5.2.

It is intended that the Solution will be in alignment with the Infoway privacy and security architecture.

3.10.2 Other Policies and/or Regulations that may Impact the Solution

Proponents should be aware of, and the Service Provider will need to comply with, the Core Policy and Procedures Manual and other central policies of the Province (e.g. policies of the Chief Information Officer, more information is available at www.cio.gov.bc.ca). As part of the Joint Solution Definition Phase it is possible that specific legislation, policies and/or regulations that may interfere with a preferred Solution will be identified. The Ministry may undertake to change or create the legislation, policies and/or regulations to effectively support the business case for the final Solution and facilitate execution of a Final Contract.

Issues related to government policy, legislation or other related regulations, if applicable, will be assessed during the Solution compliance activity of the Joint Solution Definition Phase as described in section 5.2.

3.11 INFORMATION SHARING

As part of the broad stakeholder structure for the PLIS Project, the Service Provider will be required to work closely with the PLCO and other stakeholder representatives like Health Authorities and Infoway (especially during the design and build activities of PLIS). Any Final Contract arising as a result of this JSRFP may include provisions describing the sharing of information between the Service Provider, the Province, Infoway and other stakeholders.

Further, as an investor in the PLIS Project, Infoway or other provinces and territories may choose to directly approach Proponents for information related to their Proposals, once the Final Contract has been executed or the Province has formally terminated the JSP Process. Such information may only be provided by a Proponent once the Proponent has received a written release from the Province of the Proponent's confidentiality obligations that were imposed during this JSP Process and extend beyond the JSP Process.

Subject to the other provinces' and territories' own policies related to procurement, they may choose to contract with the Service Provider or the Province, as the case may be depending on the ownership of the Intellectual Property contained in the Solution, to acquire Solution components and/or services. In addition, Infoway may choose to directly approach the Service Provider or the Province, as the case may be depending on the ownership of the Intellectual Property contained in the Solution, in order to establish preferred pricing for components relating to the Solution.

4 OVERVIEW OF THE END-TO-END JSP PROCESS

4.1 DEFINITION

A JSP Process is a multi-stage procurement process. The first phase of the JSP Process is the Proponent Qualification Phase which is designed to short-list Proponents based primarily on their capacity, capability, and commitment to be a Preferred Proponent. There follows three distinct phases consisting of a Joint Solution Definition Phase (where Solution development will occur), followed by a Due Diligence & Negotiations Phase, and ending with a Contract Negotiations Phase (where the Final Contract terms are framed, finalized and executed by the parties).

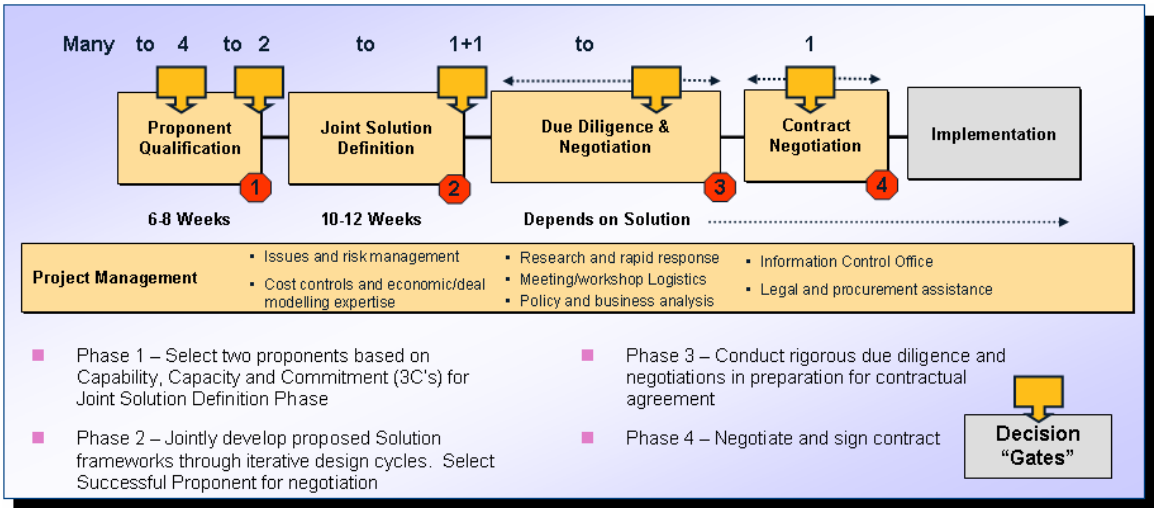

Figure 15 – JSP Process Overview

4.1.1 JSP Process Schedule

Phase	Task Activity	Anticipated Date
Proponent Qualification Phase	JSRFP Closing date	March 14, 2006
	Proponents short-listed (Stage 1)	March 31, 2006
	Workshops and Concept Presentations (Stage 2 and 3) and Preferred Proponents notified	May 1, 2006
Joint Solution Definition Phase	Joint Solution Definition Phase initiated	May 2, 2006
	Solution presentations completed	Aug 4, 2006
	Letter of Intent signed and Successful Proponent announced	Aug 31, 2006

Phase	Task Activity	Anticipated Date
Due Diligence & Contract Negotiation Phases	Due Diligence & Negotiations initiated	Sep 5, 2006
	Contract Negotiations initiated	TBD
	Sign Final Contract	TBD

The Ministry is interested in expediting the selection process where possible, and reserves the right to adjust the preceding schedule wherever practical.

4.2 KEY SUCCESS FACTORS

4.2.1 Sharing of Risks and Rewards

Risk and reward will be explored during the Joint Solution Definition Phase and it is anticipated that the Service Provider will assume a significant portion of the risk (including, but not limited to, technology, implementation and operational risks).

4.2.2 Communications Protocol

Maintaining proper communications protocol throughout the JSP Process is important in order to protect the integrity of the JSP Process and the PLIS Project, as well as to protect the interests of the Proponents and Ministry. The following communication protocol will apply during the JSP Process. The failure of a Proponent to adhere to the communication protocol may result in the Proponent being disqualified from the JSP Process.

4.2.2.1 During the JSRFP

All communication related to the JSRFP should be referred to the government contact listed on the front page of this JSRFP document.

4.2.2.2 Proponent Qualification Phase – Stage 2

Restricted Documents Room

Communications regarding the Restricted Documents Room must be referred to the government contact listed on the front page of this JSRFP document. Guidelines for use of the Restricted Documents Room will be provided to short-listed Proponents prior to the opening of the Restricted Documents Room.

For further information on the Restricted Documents Room, see section 5.1.5.

Workshops

Face-to-face communications between Proponents and Ministry representatives as part of the Workshops is expected see section 5.1.6. Please note that the Ministry reserves the right to withhold information at the Workshops that may impact its negotiating position during the subsequent phases of the JSP Process.

5 THE JSP PROCESS AND EVALUATION CRITERIA

5.1 PROPONENT QUALIFICATION PHASE

5.1.1 Approach and Overview

A Proponent's Proposal in response to this JSRFP is the initial step in qualifying to participate in the JSP Process. Proponents will be short-listed based on overall capability, capacity, commitment and initial conceptual approach. Preferred Proponents will then be selected on based on their proposed Concept. Proponents should keep in mind that the Ministry is not only looking for information on how to provide these services and achieve the key objectives, but also on proof that the Proponent has successfully designed, built, implemented and operated a similar type of system.

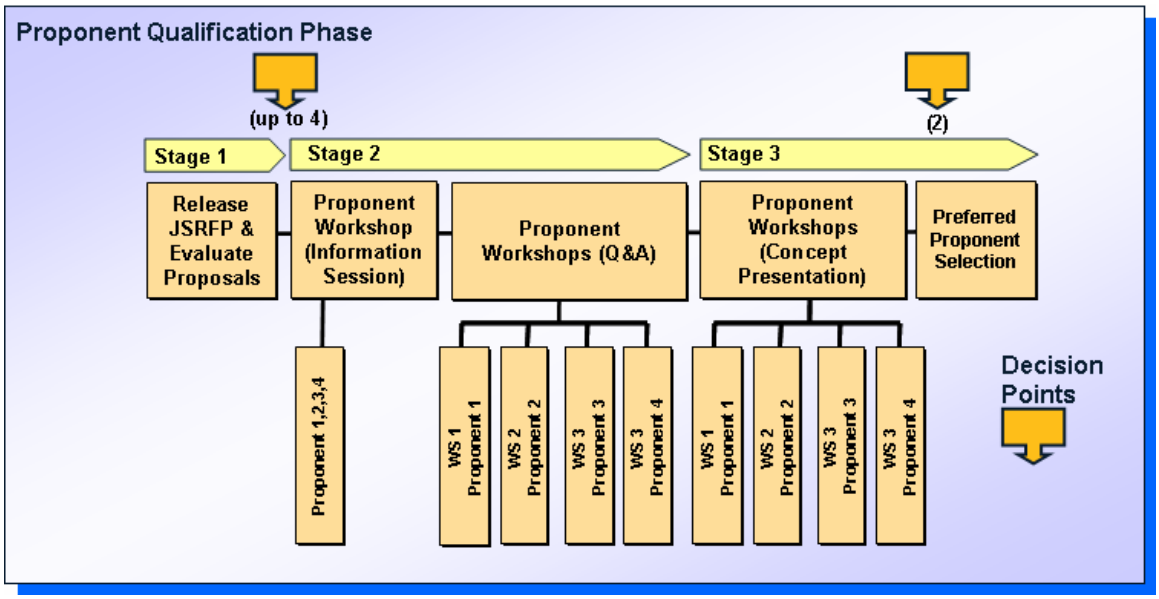

Figure 16 – Proponent Qualification Phase

Identification of the Preferred Proponents is based on the assessment of a Proponent's capacity, capability and commitment to work with the Ministry in developing a Solution that meets the goals of the Ministry and desired business outcomes for the PLIS Project. The Proponent will move through the Proponent Qualification Phase, from Stage 1 (evaluation of Proposals), gain more knowledge of the Ministry business environment and needs during Stage 2 (Workshops) and finally deliver a more focused but still conceptual solution during Stage 3 (evaluation of Concepts). The Concept provided by the Preferred Proponents will be validated early in the Joint Solution Definition Phase of the JSP Process. The Proponents should understand that the Concepts may be subject to significant change as the Joint Solution Definition Phase progresses.

5.1.2 Role of Lead Proponent in the JSP Process

Vendors should take care when determining their initial team structure and identifying the lead entity to be the Proponent. The Province's intention is not to permit the firm who is identified as the lead entity that is the Proponent to swap its primary role with a Subcontractor later in the process. Please note that this does not preclude a new entity from being created by the Successful Proponent to enter into the Final Contract resulting from this JSP Process.

5.1.3 Release JSRFP & Evaluate Proposals

The Proponent Qualification Phase commences on the release of the JSRFP.

Upon completion of the evaluation of the Proposals, a short-list of up to four Proponents will be created and those Proponents will be invited to participate in Stage 2 of the Proponent Qualification Phase. The remaining Proponents will be advised of their standing in writing and offered debriefing sessions. The Ministry intends to hold the debriefing sessions after the execution of the Final Contract but may at its discretion hold these sessions sooner.

5.1.4 If Only Two Proponents

If as a result of the evaluation of the Proposals in Stage 1, the Ministry determines that only two Proponents are deemed to be qualified, then the Ministry reserves the right to consider these short-listed Proponents as Preferred Proponents and to proceed directly to the Joint Solution Definition Phase. In this case some aspects of the Workshops may be performed during the early part of the Joint Solution Definition Phase in order to set the stage for Solution development. The Ministry also reserves the right to invite the two Preferred Proponents to present either their Concepts or their capacity, capability and commitment to the Ministry to ensure that they have the necessary capacity, capability and commitment required to undertake the PLIS Project and deliver the final Solution. These presentations may take place either prior to the commencement of the Solution definition activities, or at any other time during the Joint Solution Definition Phase.

5.1.5 Restricted Documents Room

Immediately prior to the Workshops, short-listed Proponents will be provided with access to the Restricted Documents Room. The Restricted Documents Room will serve as a repository for information relevant to the preparation of the short-listed Proponent's Concept presentations. The room may be a physical location in Vancouver, British Columbia or created virtually. Access will be controlled and monitored to ensure equitable viewing time for each of the short-listed Proponents. Inquiries regarding the Restricted Documents Room must be referred to the government contact listed on the front of this JSRFP document.

5.1.6 Stage 2 – Workshops

The purpose of the Workshops is to allow short-listed Proponents the ability to further explore the PLIS Project and to provide an avenue for them to assess whether the PLIS Project is of sufficient interest to engage in a significant amount of work at the Joint Solution Definition Phase and, if the Proponent is the Successful Proponent, at the Due Diligence & Negotiation Phase and the Contract Negotiation Phase. These Workshops, which will be held in Vancouver, British Columbia, are not evaluated.

The guidelines that will govern the Workshops are outlined below. The Ministry reserves the right to alter these guidelines (and any scheduling) as needed, but will only do so after notifying the short-listed Proponents.

a) The Ministry will allot half a working day (3 hours) for each of the short-listed Proponents. The first half-day will begin with an information session delivered by the Ministry to the short-listed Proponents. This information session will be unidirectional in order to ensure that all short-listed Proponents are given the same information. The Ministry will be available for questions for the immediate hour following the session.

b) The second half-day session will be reserved for a short-listed Proponent's staff to question the Ministry team so as to further explore the material presented in the morning session or to ask questions that the short-listed Proponent feels are needed in order for it to deliver a Concept at Stage 3 of the selection process. This session may take place on the same day or be scheduled in the morning of the following day so as to give short-listed Proponents time to assimilate the first session's information and to prepare questions for the second session. Please note that there will be no allowance for a follow-up Workshop. Wide latitude will be afforded to the question period and short-listed Proponents may manage the meeting in the manner that they deem most useful (e.g. break out sessions where appropriate).

c) While the Ministry will make every effort to ensure that pertinent people are available to answer queries, there may be some questions that cannot be answered during the second half-day session. In this case every effort will be made to communicate the response to the short-listed Proponent within one working day of the Workshop. The Ministry will, however, not be liable for any delays whatsoever in providing a response to any unanswered questions within that period.

d) The Workshops will not be recorded and all questions asked by a short-listed Proponent will be considered proprietary and not released to other short-listed Proponents. In addition, answers to questions asked during the Workshops which could not be answered by Ministry staff will be communicated in writing to the respective short-listed Proponent only. All questions asked prior to or after the Workshops should be submitted in writing to the contact person indicated on the front of this JSRFP. Responses to these questions may be communicated to all short-listed Proponents. The Ministry reserves the right, however, to disseminate information related to the Province or the PLIS Project arising as a result of questioning in any one of the Workshops, to all short-listed Proponents if, in the opinion of the Ministry, the information is related to a matter that all Proponents will need to know in order to prepare for the presentations.

e) The Ministry will not require short-listed Proponents to bring specific staff to the Workshops. Each short-listed Proponent should decide who from their organization is best suited to gather the necessary information.

5.1.7 Stage 3 - Proponent Concept Presentations

On completion of the Workshops, short-listed Proponents will be given 1 to 2 weeks to assess the information they have gathered during their Workshops and formulate a Concept for presentation to the evaluation committee in Stage 3. Section 5.6.1.4 describes the evaluation criteria that will be used at Stage 3. Prior to the presentations, the Province will provide more information regarding the presentation format and evaluation criteria (including the weightings which will have been established prior to the opening of Proposals).

A transcription or minutes may be taken of the Stage 3 presentations.

Presentations will be time limited. The time allocated will include time for the evaluation committee to ask questions.

The identification of the Preferred Proponents will be determined by evaluation of the Concept presentation. Each short-listed Proponent is required to supplement its presentation with speaking notes and a paper and electronic copy of its Concept presentation.

5.1.8 Preferred Proponents Selection

On completion of the evaluation process, the Ministry will tabulate the evaluation results from Stage 3 of the Proponent Qualification Phase and rank the short-listed Proponents. The top two ranked short-listed Proponents will be deemed Preferred Proponents and will be invited to engage in the Joint Solution Definition Phase.

5.1.9 Post Presentations and Debriefings

Once the top two Preferred Proponents have been declared, a Joint Solution Definition Agreement will have to be executed by the Ministry and each of the two Preferred Proponents prior to commencing the Joint Solution Definition Phase activities.

In the event Joint Solution Definition Phase activities or negotiations with one of the Preferred Proponents fail, the Ministry reserves the right to contact the next highest ranked short-listed Proponent and invite them to engage in Joint Solution Definition Phase activities with the Ministry.

Proponents who are not invited to the Joint Solution Definition Phase may request a debriefing session which will be scheduled by the Province after the execution of the Final Contract.

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5.2 JOINT SOLUTION DEFINITION PHASE

The Joint Solution Definition Phase of the JSP Process will require significant investment on the part of the Ministry as well as the Preferred Proponents. The Joint Solution Definition Agreement that is signed by the Province with each of the Preferred Proponents will govern the conduct of the remaining phases of the JSP Process.

Preferred Proponents are cautioned not to delay in negotiating the Joint Solution Definition Agreement as once one Preferred Proponent has satisfactorily executed the Joint Solution Definition Agreement the discovery cycle of the Joint Solution Definition Phase described in section 5.2.2 may begin immediately with that Preferred Proponent. The Joint Solution Definition Phase will be held in Vancouver, British Columbia. The following figure should be used as a guideline and timelines may be modified as required by the Province.

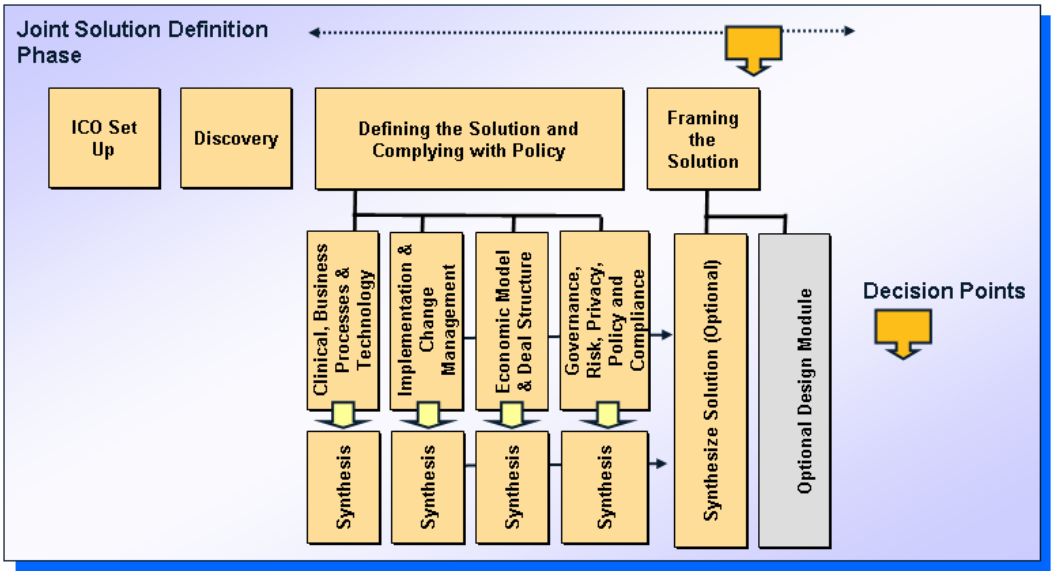

Figure 17 – Joint Solution Definition Phase

The core objective of the Joint Solution Definition Phase is to work with both Preferred Proponents to define Solutions including the economic models and deal structures for the PLIS Project. These activities (and series of meetings) will be performed jointly with the Ministry and Preferred Proponent teams but independently with each Preferred Proponent on their Solution. The Successful Proponent and their Solution will be subject to due diligence and negotiations during the subsequent Due Diligence & Negotiation Phase of the JSP Process.

5.2.1 Information Control Office

The Ministry plans to establish an Information Control Office that will serve as a central repository of information used to facilitate the exchange of confidential information between the Preferred Proponents and the Ministry. The function of this office is to ensure that confidential information provided by the Preferred Proponents is kept segregated from each other and that Joint Solution Definition Phase activities are facilitated.

Details of this office will be provided to the Preferred Proponents as the JSP Process progresses.

5.2.2 Discovery Cycle

The discovery cycle is a one time period of activity when Preferred Proponents are permitted access to Ministry staff, documents, technology assets and records and service metrics (where applicable) as well as any information that a Preferred Proponent may consider necessary in order to prepare for creative Solution definition. Please note that this period is not guided by the Ministry.

5.2.3 Defining the Solution

This period of activity consists of a series of iterative Solution definition cycles designed to define the business and technical PLIS Project Scope, as well as the potential timing to benefit realization, the nature of the deal structure and economic model. The Preferred Proponents will be working independently from each other, with the Ministry's PLIS Project team, in jointly formulating a Solution to meet the PLIS Project objectives.

While the Concept provided at the Preferred Proponent's presentation during Stage 3 of the Proponent Qualification Phase will be used as a basis for the Solution, it is possible that information gathered during the discovery cycle or as a result of discussions with the Ministry during this cycle may result with an entirely different approach being considered. It is likely as well that the Solutions developed by the Preferred Proponents may be very different.

The iterative series of meetings is envisioned to rotate with one week of data gathering workshops (e.g., 3 days a week with one Preferred Proponent allocated morning workshops and the other Proponent allocated afternoon workshops) with the subsequent week for synthesizing the models. The activities will focus on a proposed economic model for the Solution as well as Ministry business processes and technology. The Ministry expects that the Solutions will be very creative. The actual schedule will be communicated to the Preferred Proponents as part of the information session launching the Joint Solution Definition Phase.

The Ministry will ensure that its decision makers are at the table so that decisions are expedited and the Joint Solution Definition Phase of the JSP Process successfully concluded.

As the economic model, business processes and technology aspects of the Preferred Proponent's Solution are being formulated, the Preferred Proponents and the Ministry will need to continually assess the evolving Solution framework for compliance with the legislation and policies of the Province. This process will include a series of iterative cycles where the Solution parameters are measured against functions such as: conformance with privacy laws, other statutes and policies, and existing agreements that may impact the Solution.

5.2.4 Framing the Solution

At this point in the Joint Solution Definition Phase, the Preferred Proponents will have formulated a Solution approach that incorporates work on a proposed deal structure, associated economic model, and Solution parameters addressing the scope of requirements (design technology, architecture, change management etc.) and will have been tested against government policy and standards.

A period of Solution synthesis will take place on the overall model after which the Ministry will perform a final evaluation to determine the Successful Proponent. The final evaluation will likely be based on the Preferred Proponent's Solution in the areas outlined in section 5.6.1.5. The Ministry intends to release a Proponent's guide to the Preferred Proponents that outlines the evaluation criteria that will be used as a basis for determining the Successful Proponent.

Once a Successful Proponent has been announced, the remaining Preferred Proponent will be designated as the 'vendor-in-waiting'. In the event negotiations with the Successful Proponent fail, the Ministry reserves the right to contact the 'vendor-in-waiting' Preferred Proponent and invite it to enter into the Due Diligence & Negotiation Phase.

5.3 DUE DILIGENCE & NEGOTIATION PHASE

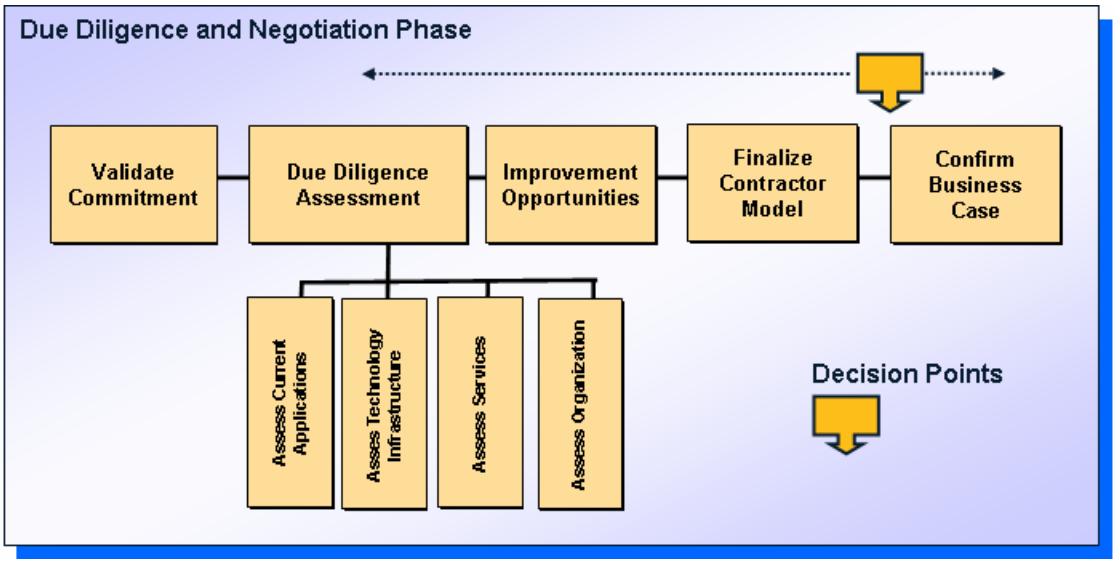

Figure 18 – Due Diligence & Negotiation Phase

Once a Successful Proponent has been chosen, the Province expects that a Letter of Intent will be signed by the parties and be followed by an announcement to the public. The Letter of Intent will be in such format and contain such detail as determined by the Province. It will include certain terms and conditions that the Province intends to include in the Final Contract. A draft copy of those terms and conditions will be provided to Preferred Proponents during the Joint Solution Definition Phase.

The Due Diligence & Negotiation Phase will begin with a period of due diligence where both the Successful Proponent and the Ministry will engage in activities to ensure that the Solution developed during the previous Joint Solution Definition Phase is validated against detailed information.

5.3.1 Validate Commitment

An early activity in this phase is validation of the prospective business structure and of the Solution framework presented by the Successful Proponent entering into this phase. The Ministry expects that a Letter of Intent will be signed by the parties and announced to the public. The Letter of Intent will make reference to the Successful Proponent's Solution framework as the approach of choice.

A series of activities will take place to set the stage for detailed due diligence and negotiations. This includes establishment of both the Ministry and Successful Proponent's negotiating and supporting infrastructure (tools and resources), meeting schedules, subject areas and rules of engagement as applicable.

5.3.2 Due Diligence Assessment

This period of activity is primarily for the Successful Proponent to detail its understanding of the parameters impacting successful delivery of the Solution formulated in the previous Joint Solution Definition Phase. This includes detailed verification of information used to design the Solution, assumptions reviewed and accepted or referred to negotiations. The Province may in addition, perform further due diligence on the Successful Proponent to verify its current financial and operating capacity to deliver on and/or commit to the statements made in the Solution framework.

5.3.3 Confirm Solution

On conclusion of the due diligence work, the Solution coming out of the previous Joint Solution Definition Phase will be refined and include discussions around governance structure, strategic and tactical plans related to the business transformation aspects of the PLIS Project and guiding principles that describe how the Service Provider model will operate over the term of the Final Contract. In addition, the deal structure model will have been completed and prepared for incorporation into the Final Contract.

5.4 CONTRACT NEGOTIATIONS PHASE

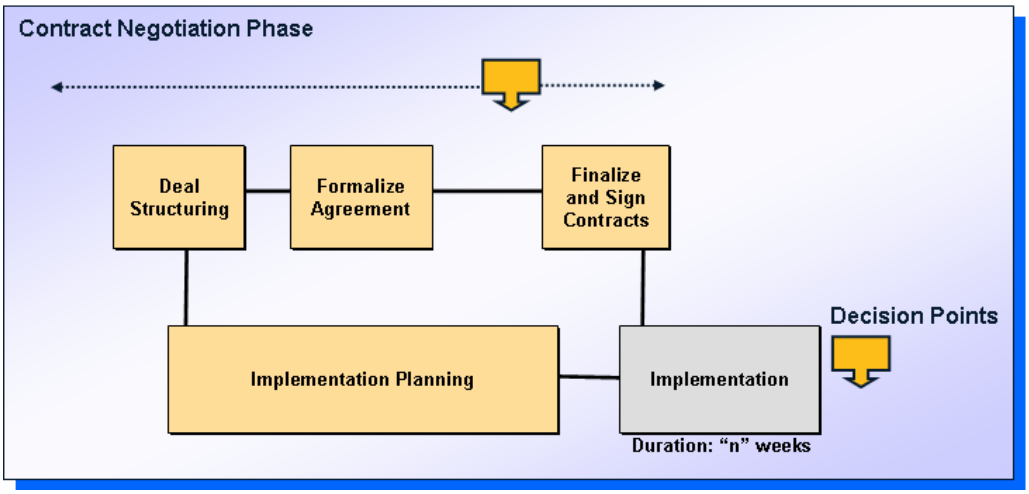

Figure 19 – Contract Negotiation Phase

The Contract Negotiation Phase marks the final phase of the JSP Process. The terms and conditions appended to the Letter of Intent signed at the commencement of the Due Diligence & Negotiation Phase will be included in the Final Contract.

Activities will include interest based negotiations, a structured negotiation process and will require negotiation commitment both from the Province and from the Successful Proponent. Concluding negotiations will in part be dependent on the Successful Proponent having those people responsible for delivery participating in negotiations, the obligation on the Successful Proponent to keep its Subcontractors involved and informed and timely escalation and resolution of issues.

Substantive activities will include final negotiation of the design and implementation parameters for the Solution and overall economic model and deal structure, governance and operational plans necessary to operate and maintain PLIS and provide the associated services.

The negotiations will also include discussion on opportunities and mechanisms for mutual re-negotiation of the Final Contract, to respond to changes in the parties' respective business environment, as the relationship evolves over the term of the Final Contract. Work on the Solution (including development of PLIS) will not start until the Final Contract has been executed with the Province.

There are three (3) key components that describe how the Contract Negotiations Phase – phase 4 will proceed.

5.4.1 Deal Structuring

A period of deal structuring will take place once the Solution has been finalized and agreed upon. The final term sheet will be produced, contract structure determined and final decision to proceed with the Final Contract will be made.

5.4.2 Negotiating and Drafting the Agreement

During this period of activity the Final Contract will be negotiated and drafted. Further details with respect to this phase will be provided in the Joint Solution Definition Agreement.

5.4.3 Finalize and Sign Contract

Once the Final Contract is ready for execution, both the Province and Successful Proponent will need to obtain the necessary approvals to sign the Final Contract. On signing, a public announcement may be made and implementation of the Final Contract will begin. Any public announcement by the Service Provider is to be approved by the Province before release.

5.5 DECISION POINTS

The Province reserves the right to apply a decision point at any time from the Joint Solution Definition Phase through to the end of the JSP Process and either suspend, terminate or re-start discussions or negotiations with any of the Proponents. Any determination to invoke a decision point will reside with the Province.

At various points in the JSP Process, the Province may request that the Preferred Proponents or the Successful Proponent, as the case may be, prepare and deliver a presentation to the Province so as to assess the progress of the activities to date. These presentations will be used to assess the state of the respective discussions and to determine whether the JSP Process approach continues to be appropriate.

5.6 EVALUATION CRITERIA

5.6.1 Proponent Qualification Phase - Evaluation Criteria

Selection is based on evaluation of a Proponent's ability to demonstrate its capacity, capability and commitment to the evaluation committee. Identification of the Preferred Proponents is based on performance over a two-stage evaluation process separated by a Workshop activity with each short-listed Proponent. The evaluation will proceed as follows:

5.6.1.1 Mandatory Criteria

All Proposals that have satisfied the mandatory criteria will be evaluated according to the criteria described below. Failure to satisfy any one or more of the mandatory criteria will result in disqualification from the JSP Process.

	Mandatory Criteria
1	The Proposal must be received at the closing location before the specified closing time or it will not be accepted.
2	The Proposal must be delivered by courier or hand delivered (not sent by mail, facsimile or e-mail).
3	The Proposal must be in English.

5.6.1.2 Proponent Qualification Phase - Stage 1 Evaluation Criteria

Proposals will be evaluated based on the evaluation criteria listed in the following table *Stage 1 Evaluation Criteria*.

Any Proponent who fails to meet any one of the minimum scores will be disqualified from the JSP Process without further consideration.

On completion of the Stage 1 evaluation process, the scores will be tallied and Proponents ranked. Up to the four (4) top ranked Proponents will be invited to participate in the Stage 2 Workshops. Scores achieved in Stage 1 will not be carried forward. However, information provided in the Proposals may be referenced throughout the JSP Process.

The remaining Proponents, who were not selected to proceed to Stage 2 Workshops, will be advised of their ranking and offered debriefing sessions. Sessions will likely be held after the Final Contract has been executed.

Section 5.7 provides detailed response guidelines and further information on each of the evaluation criteria outlined in the table below for Stage 1 of the Proponent Qualification Phase.

If a Proponent intends to either submit a joint Proposal with one or more Subcontractors, or intends to use the services of Subcontractors in the Final Contract, then the response to specific evaluation criteria should include information regarding either the Proponent or/and the Subcontractor(s) (as indicated below in brackets). Where a choice is indicated (e.g. Any) the intent is to enable the Proponent to present the best credentials from within the companies that form part of the Proposal. All other responses must be in

relation to the lead entity that is the Proponent although responses about Subcontractor(s); may be added (Proponent plus); should be added (All); or are not be permitted (Proponent).

(Proponent) - means a response regarding the lead entity that is the Proponent.

(Any) - means a response regarding the Proponent or any of its Subcontractors.

(All) - means a response regarding the Proponent and each of its Subcontractors.

(Proponent plus) - means a response regarding the Proponent and, if applicable, any of its Subcontractors.

Stage 1 Evaluation Criteria	Points Available
Capability (see sections 5.7.3, 5.7.4 and 5.7.5)	65 points
Capability – General (50% of Capability points available)	33 points
a) Proponent Profile (All)	
b) Healthcare Business Profile (All)	
c) Demonstrated experience with building and implementing services of similar size and magnitude to the Scope of the Opportunity (Proponent plus)	
d) Demonstrated experience operating and managing services of similar size and magnitude to the Scope of the opportunity (Any)	
e) Demonstrated experience working within the health sector (Proponent plus)	
f) Demonstrated knowledge and recent experience with comparable elements of the Infoway Blueprint across multiple systems (Any)	
g) Demonstrated experience in designing and implementing complex economic models, engaging in long term commercial arrangements and experience in deal structuring (Proponent)	
h) Demonstrated experience managing complex project delivery with multiple stakeholder groups, competing priorities, and organizational change management requirements (Proponent)	

Stage 1 Evaluation Criteria	Points Available
Capability – Clinical (25% of Capability points available)	16 points
a) Knowledge of the delivery of laboratory services (Any)	
b) Knowledge of the delivery of services to clinical end users at the point of service (Any)	
c) Experience implementing clinical systems (Any)	
d) Demonstrated experience in designing and implementing security and consent management processes and technology for clinical systems (Any)	
Capability – Privacy Protection (25% of Capability points available)	16 points
a) Demonstrated experience in privacy and security in the management of sensitive personal information (All)	
Capacity (see section 5.7.6) (100% of Capacity points available)	15 points
a) Corporate and financial capacity (Proponent)	
b) Demonstrate ability to manage risk (Proponent)	
c) Demonstrate capacity to design, build, implement and operate services within the Scope of the Opportunity (Proponent)	
Commitment (see section 5.7.7) (100% of Commitment points available)	10 points
a) Commitment of staff to engage in the JSP Process and PLIS Project (All)	
b) Commitment to a long term relationship with the Province (Proponent)	

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Stage 1 Evaluation Criteria	Points Available
High Level Concept (see section 5.7.8) (100% of high level concept points available)	10 points
a) Provide a high level concept and vision to meet the Ministry's key objectives and vision for the Scope of the Opportunity (Proponent)	
b) Describe how the concept aligns to the Infoway Blueprint (Proponent)	
c) Concept for scalability (Proponent) • support other initiatives including eHealth initiatives such as the Drug Project and the DI Project; and • deliver common services (e.g. identity management) within British Columbia, beyond the Ministry of Health.	

5.6.1.3 Proponent Qualification Phase - Stage 2

All short-listed Proponents will be invited to participate in individual Stage 2 Workshops with the Ministry. Immediately prior to the Workshops the Restricted Documents Room opens, see section 5.1.5.

The Workshops provide an opportunity for the short-listed Proponents to further explore the PLIS Project to produce a Concept for delivery at the Stage 3 presentations.

Note: Stage 2 will not be scored.

5.6.1.4 Stage 3 Evaluation Criteria

On completion of Stage 2 of the Proponent Qualification Phase, short-listed Proponents will be asked to develop a Concept for presentation to the evaluation committee. Section 5.1.7 describes the format of the presentations.

The Concept accounts for 100% of the total evaluation score of Stage 2 and Stage 3.

The Province will finalize the evaluation criteria for Stage 3 prior to opening of the Proposals and will distribute the finalized evaluation criteria to the short-listed Proponents.

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Stage 3 Evaluation Criteria	Stage 3 Weighting
Vision	TBD
Each Proponent should describe how their Concept aligns with and supports laboratory transformation strategy, eHealth vision and PLIS vision as outlined in section 2.5, 2.7 and 3.2. Each Proponent should describe their vision for the delivery of PLIS and integrated eHealth infrastructure as described in section 3.3. Proponents should describe how their Concept aligns with the Scope of the Opportunity as depicted in section 3.5. Where Potential In Scope, beyond PLIS Project Scope, as depicted in section 3.5.2 is proposed, the Proponent should describe how the Potential In Scope adds value to the Province. Proponents should describe their proposed principles for enabling scope expansion to include Potential In Scope as described in section 3.5.2.	
Clinical	TBD
Each Proponent should describe how their design and implementation approach will address the clinical needs of stakeholders. Each Proponent should describe how their proposed Concept will deliver value to patients, Clinicians and the overall healthcare system. Each Proponent should provide and describe key issues and potential barriers to successfully delivering value to patients, Clinicians and the overall healthcare system.	
Design and Implementation Concept	TBD
Each Proponent should provide and describe their approach for designing and implementing the proposed Concept. Each Proponent should describe how their approach aligns with the PLIS proposed implementation approach as described in section 3.6**.** Each Proponent should describe how their proposed Concept improves upon the PLIS proposed implementation approach as described in section 3.6**.** Each Proponent should provide and describe key issues and potential barriers to successfully achieving the design and implementation of PLIS as outlined in their Concept.	

Stage 3 Evaluation Criteria	Stage 3 Weighting
Stakeholder Engagement and Organizational Change Management	TBD
Each Proponent should demonstrate their understanding of the stakeholder environment, identifying key stakeholder groups for the PLIS Project. Each Proponent should describe their approach to stakeholder engagement and organizational change management. Each Proponent should describe how they propose working with the Province to engage stakeholders in order to achieve user adoption, and continuously enhance capabilities and functionality of the proposed Concept. Each Proponent should provide and describe key issues and potential barriers to successfully engaging stakeholders.	
Ongoing Operate Concept	TBD
Each Proponent should provide and describe their approach for operating PLIS, including a description of facilities and services that would be provided. Each Proponent should describe how their proposed Concept aligns with and improves upon the operate elements of the PLIS Project Scope described in section 3.5. Each Proponent should provide and describe key issues and potential barriers to successfully operating PLIS and any Potential In Scope activities.	

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Stage 3 Evaluation Criteria	Stage 3 Weighting
Architecture	TBD
Each Proponent should provide a description of the proposed architecture (including technology) in their Concept and how it aligns with the Infoway Blueprint and the Province's eHealth architecture. More information related to the Province's eHealth architecture, which aligns to the Infoway Blueprint, will be made available in Stage 2 in the Restricted Documents Room. Each Proponent should describe their vision of how the proposed architecture (including technology) portion of their Concept will integrate with, and interface to, existing and future eHealth systems (See EHR Integration in Appendix F, section 5.2). Each Proponent should describe how the architecture (including technology) in their Concept complies with the objectives and standards described in section 3.4 and Appendix F, section 3). Each Proponent should describe their approach for maintaining and refreshing the proposed technology (software and hardware). Each Proponent should provide and describe key issues and potential barriers to utilizing the proposed technology in their Concept.	
Privacy and Security	TBD
Each Proponent should describe how they propose to comply with the privacy obligations described in Appendix D. Each Proponent should describe their approach to addressing privacy issues relating to the highly sensitive, confidential clinical information and personally identifiable information that is the subject of PLIS. Each Proponent should describe their approach to security including: physical security; intrusion detection; incident management; threat risk assessment; and operational security processes and procedures. Each Proponent should describe the key issues and, to the extent that there are potential barriers, the resolution of such barriers, to complying with their approach to privacy and security outlined in their Concept.	

Stage 3 Evaluation Criteria	Stage 3 Weighting
Intellectual Property	TBD
Each Proponent should describe their approach to Intellectual Property in their Concept. Each Proponent should describe how their Concept is in alignment with the Intellectual Property principles outlined in section 3.7.	
Governance and Risk	TBD
Each Proponent should describe their governance approach for the PLIS Project. Each Proponent should describe key issues and, to the extent that there are potential barriers, the resolution of such barriers, to complying with their approach to achieving a mutually beneficial governance model. To the extent known, each Proponent should describe the key risks associated with the PLIS Project. Each Proponent should describe their high-level approach to allocate, manage and mitigate risk.	
Deal Structure and Economic Model	TBD
Each Proponent should describe their proposed deal structure and supporting reasoning for such structure. Each Proponent should provide an overview of their proposed economic model. Each Proponent should describe their proposed approach for provisioning and funding the facilities and infrastructure required for the Concept. Each Proponent should describe their proposed pricing approach to design, build, implement and operate PLIS. Each Proponent should describe the areas where they envision risk and reward sharing. Each Proponent should describe key issues and potential barriers to achieving their proposed economic model.	

The Concept to be delivered at the presentations should address the broad factors described above. Proponents are required to provide slides with speaker notes in paper and electronic format of the Concept presented to the evaluation committee. The Ministry acknowledges that the final Solution may be substantially different from the Concept following the Joint Solution Definition Phase.

On completion of the Stage 3 evaluation process, the scores will be tallied, and the short-listed Proponents will be ranked. The top 2 (two) short-listed Proponents will be deemed the Preferred Proponents and invited to the Joint Solution Definition Phase. (See also section 5.2).

5.6.1.5 Joint Solution Definition Phase Decision Criteria

Once the Preferred Proponents have been identified, a period of Joint Solution Definition activities will take place that culminates with both Proponents each completing a Solution and business case that describes their proposed commercial arrangement. The Ministry's executive (sponsor team) who was engaged with the Preferred Proponents during the iterative cycles of the Joint Solution Definition Phase will convene and determine which Preferred Proponent will be deemed the Successful Proponent and thereby invited to sign a Letter of Intent with the Ministry.

The Ministry will request that the Preferred Proponents present their Solution to the sponsor team where the following criteria will be assessed against the business goals and objectives of the Ministry.

(Note: The Ministry reserves the right to alter these criteria provided it does so prior to the commencement of the Joint Solutions Definition Phase, in which case, written notice of any alterations will be provided to the Preferred Proponents prior to the commencement of the Joint Solution Definition Phase).

Decision Criteria
Vision
Clinical and Business Processes
Technology
Deal Structure and Economic Model
Implementation and Organizational Change Management
Policy and Privacy Compliance
Risk and Governance

The decision criteria and governing process will be communicated to the Preferred Proponents upon the signing of the Joint Solution Definition Agreement, which must be signed prior to the commencement of the Joint Solution Definition Phase.

On completion of the evaluation, the Ministry will announce the Successful Proponent and the Due Diligence & Negotiation Phase will commence as described in section 5.3.

5.7 PROPONENT RESPONSE GUIDELINES

5.7.1 Proposal Format

Proponents are asked to assist the evaluation committee by structuring their Proposals in a consistent manner. The required Proposal format is described below:

a) JSRFP cover page;

b) Signed letter in substantially similar form to that of Appendix A;

c) Table of contents;

d) Executive summary;

e) Checklist of mandatory requirements;

f) Body of the Proposal (see section 5.7.2 below for questions that require response);

g) Corporate references; and

h) Appendices.

5.7.2 Proposal Guidelines

The Province intends to choose a Service Provider that has the capability, capacity and commitment to deliver the Scope of the Opportunity.

If a Proponent intends to either submit a joint Proposal with one or more Subcontractors, or intends to use the services of Subcontractors in the Final Contract, then the response to specific evaluation criteria should include information regarding either the Proponent or/and the Subcontractor(s) (as indicated below in brackets). Where a choice is indicated (e.g. Any) the intent is to enable the Proponent to present the best credentials from within the companies that form part of the Proposal. All other responses must be in relation to the lead entity that is the Proponent although responses about Subcontractor(s); may be added (Proponent plus); should be added (All); or are not be permitted (Proponent).

(Proponent) - means a response regarding the lead entity that is the Proponent.

(Any) - means a response regarding the Proponent or any of its Subcontractors.

(All) - means a response regarding the Proponent and each of its Subcontractors.

(Proponent plus) - means a response regarding the Proponent and, if applicable, any of its Subcontractors.

5.7.3 Capability

a) Proponent Profile (All)

Each Proponent should include a corporate profile that details background information on the Proponent, and any Subcontractors, including for each the year they were established; corporate ownership and hierarchy, jurisdiction, corporate strategic direction; area of recognized expertise in the market place; an overview of the corporate information including size, revenues, market and geographic coverage.

b) Healthcare Business Profile (All)

Each Proponent should include information regarding their healthcare business including recognized expertise, size, revenues and geographic coverage both in Canada and abroad. If applicable, the Proponent should also include their annual R&D investment in, or experience in implementation of, Clinical Information Systems or Laboratory Information Systems. The Proponent should include a summary of the expertise of their healthcare practioners, including a breakdown of healthcare provider and Clinician type and geographic location.

c) Demonstrated experience with building and implementing services of similar size and magnitude to the Scope of the Opportunity (Proponent plus)

Each Proponent should describe their experience, and any Subcontractors' experience as the case may be, in building (design, test, integrate) and implementing solutions of similar scope and magnitude to the Scope of the Opportunity using COTS, development of applications and interfaces, and integration of interfaces with multiple systems. The information provided should demonstrate how this experience relates to the PLIS Project and why the experience is evidence of the Proponent's capability to build and implement required aspects of the Scope of the Opportunity.

Each Proponent should describe how experience gained from past projects is relevant to the business situation currently faced by the Ministry. The preference is that the project examples be based on projects in the health sector, involving sensitive personal information in the provision of services to a broad user base.

Each Proponent should support their statements with examples and include information that describes the size and complexity of the engagement(s). Where possible, the Proponent should provide examples that have similarities to the Scope of the Opportunity.

Each Proponent should outline their methodologies and approach to using COTS, development of applications and interfaces, and integration with multiple systems.

d) Demonstrated experience operating and managing services of similar size and magnitude to the Scope of the Opportunity (Any)

Each Proponent should describe its experience in operating services of similar scope and magnitude to the Scope of the Opportunity. The information provided should demonstrate how this experience relates to the Scope of the Opportunity and why the experience is evidence of the Proponent's capability to operate and manage a project similar to the Scope of the Opportunity.

Each Proponent should describe how experience gained from past projects is relevant to the business situation currently faced by the Ministry. The preference is that the project examples be based on projects in the health sector and in an area involving sensitive personal information in the provision of services to a broad client base.

Proponents should support their statements with examples and include information that confirms the size and complexity of the engagement(s). Where possible, give examples that are comparable to the Scope of the Opportunity.

Each Proponent or their Subcontractors as the case may be, should describe their experience with the following managed services activities:

- Information technology management, refresh, and procurement processes;
- Information management and ability to offer extended hours support up to 7 by 24, 365 days a year, if required for specific services;
- Support and maintenance of software (i.e. vendor management, procurement, upgrade and patching, tier 2 or tier 3 technical support services, ITIL release management or equivalent methodology);
- Data backup, retention and disposal procedures;
- Disaster recovery and business continuation strategy, process, and procedures;
- Information technology service standards (e.g. ITIL service level management or equivalent framework);
- Data protection and security;
- Physical security for proposed data center;
- Operational incident, problem, change management;
- Service desk or help desk services; and
- Capacity and configuration management for technology and communications infrastructure.

e) Demonstrated experience working within the health sector (Proponent plus)

Each Proponent should describe the Proponent's, and their Subcontractor's if any, understanding of the unique challenges and issues in working in the sector, for example including: the public sector, the overall health system, the Ministry and laboratory services (private and public laboratories) in particular, and how they propose to overcome and address them. Each Proponent should describe their experience, using real examples, of working with multiple stakeholders in the public sector or health sector.

f) Demonstrated knowledge and recent experience with comparable elements of the Infoway Blueprint implemented across multiple systems (Any)

Each Proponent should describe recent experience implementing a solution that involved integrating multiple systems using a service oriented architecture approach. The description should cover, at a minimum, an explanation of:

- Any common services and how they were positioned and accessed within the solution;
- Any services that provided a unified view of information from across multiple systems; and
- Any messaging (including HL7) and orchestration services.

g) Demonstrated experience in designing and implementing complex economic models, engaging in long term commercial arrangements and experience in deal structuring (Proponent)

Using recent examples, each Proponent should describe their ability to address business issues, and then conceptualize and produce innovative economic models with the flexibility to handle changes in program deliverables over a long term commercial arrangement. Each Proponent should also describe their depth and breadth of experience in conceptualizing, negotiating and operating within each recent example.

Each Proponent is also required to describe their approach to sharing the risks and rewards associated with long term commercial arrangements and demonstrate, using recent examples, their success in maintaining a mutually beneficial relationship with clients. Each Proponent should provide project examples and describe how benefits were accelerated and project objectives were met or exceeded.

Using recent examples, similar or larger in financial size, scope and prospective change, each Proponent is required to demonstrate where they have successfully engaged in a long term (five or more years) commercial arrangement. For each recent example, each Proponent should describe the deal characteristics, such as, but not limited to: deal structure, financial size, length of term, type of pricing model, and any key features that illustrate the principles of flexibility and risk sharing.

h) Demonstrated experience managing complex project delivery with multiple stakeholder groups, competing priorities, and organizational change management requirements (Proponent)

Each Proponent should describe past experience in managing and delivering complex projects. Experience should relate to services and projects similar (or greater) in complexity and scope to this opportunity.

Each Proponent should also outline critical challenges that were faced and how they were overcome.

5.7.4 Capability - Clinical

a) Knowledge of the delivery of laboratory services (Any)

Each Proponent should describe the Proponent's, or its Subcontractor's as the case may be, knowledge of the delivery of laboratory services, processes, information systems, reporting, and information management.

b) Knowledge of the delivery of services to clinical end users at the point of service (Any)

Each Proponent should describe the Proponent's, or its Subcontractor's as the case may be, knowledge of the delivery of services and information to clinical end users at the point of service. Additionally, each Proponent should demonstrate their understanding of the unique challenges and issues in the healthcare system and how the Proponent proposes to address them.

c) Experience implementing clinical systems (Any)

Each Proponent should describe and provide specific examples of their experience in implementing clinical information systems. Proponents should identify the type of clinical information system (e.g. full CIS, LIS only, or other type of clinical system), the size of the implementation such as number of sites, number of users, and the clinical user group affected by the implementation. Additionally each Proponent or its Subcontractor as the case may be, should describe the challenges and issues faced during implementation and how they were overcome.

d) Demonstrated experience in designing and implementing security and consent management processes and technology for clinical systems (Any)

Each Proponent should describe the Proponent's, or its Subcontractor's as the case may be, experience in the provision of services that involve personal and patient health information, addressing topics such as making data anonymous, managing consent, preserving integrity and accuracy of data, implementing access audit and logging capabilities. Describe experience in managing the operational security in a healthcare setting.

5.7.5 Capability - Privacy Protection

a) Demonstrated experience in privacy and security in the management of sensitive personal information (All)

Each Proponent must describe the work it has done and the work each of its Subcontractors has done with sensitive, confidential and/or personal information. This includes descriptions of quality assurance procedures and practices they had in place to provide protection and compliance for their own information and that of their clients. In addition, the Proponent must describe its experience complying with stringent privacy requirements and complying with requirements similar to British Columbia's privacy legislation. Each Proponent should describe the barriers or issues they faced in complying with such requirements and how they overcame them.

5.7.6 Capacity

a) Corporate and financial capacity (Proponent)

Each Proponent should describe where and when it has been engaged as a service provider, with substantial financial obligation. A large scale public or private sector systems build, integration and operate example would be preferred and if possible for clinical information services. Each Proponent should provide evidence of current financial stability and solvency.

b) Demonstrate ability to manage risk (Proponent)

The Province is interested in the Proponent's experience in the allocation of risk including technology, implementation, operational, financial, human resource, and investment risk. As the JSP Process contemplates a risk/reward sharing mechanism in the Final Contract, each Proponent is asked to demonstrate, using past project examples, where risks were assumed by the Proponent.

c) Demonstrate capacity to design, build, implement, and operate services within the Scope of the Opportunity (Proponent)

Each Proponent is required to demonstrate their capacity to deliver, using current examples, (design, build, implement, and operate) services of similar magnitude to this opportunity. Each Proponent should specifically demonstrate that they have the people, processes, technology and infrastructure to deliver PLIS.

5.7.7 Commitment

a) Commitment of staff to engage in the JSP Process and PLIS Project (All)

The Province requires substantial commitment from Preferred Proponents that advance to later stages and phases, of the JSP Process and from the Successful Proponent into the first few years of the Final Contract.

Each Proponent should include the names and bios of individuals that will make up the Proponents' team as the JSP Process progresses from the Stage 2 Workshops through to the Contract Negotiation Phase. Each Proponent should describe the current roles and responsibilities of these individuals in the Proponent's organization, as well as the roles and responsibilities they will play or assume in the JSP Process. Proponents should provide a project team organization chart.

In addition, each Proponent should describe how they propose to have individuals in key roles during the JSP Process continue to be involved during the early design and build activities (after Final Contract execution) for the PLIS Project.

b) Commitment to a long term relationship with the Province (Proponent)

Each Proponent should explain what they would do to ensure success for all parties and provide examples where a commercial relationship has been successfully implemented. Each Proponent is required to include information in their examples on any problems that needed to be addressed in order to maintain the relationship.

5.7.8 High Level Concept

a) Provide a high level concept and vision to meet the Ministry's key objectives and vision for the Scope of the Opportunity (Proponent)

Each Proponent should include in their Proposal a high level Concept that briefly explains their vision for the design, build, implement and operate of PLIS, including the challenges and opportunities for the future. Each Proponent should include the principles they will use to ensure the success of PLIS over the term of the Final Contract and explain their use of Subcontractors, if any, to perform the services.

b) Describe how the concept aligns to the Infoway Blueprint (Proponent)

Each Proponent should describe how their concept aligns to the Infoway Blueprint. The description should cover at a minimum, the alignment of the following areas:

- Identification of the architectural design pattern and approach used; and
- Approach to the provision of the various components that are in Scope of the Opportunity.

c) Concept for scalability (Proponent)

Each Proponent should outline in their high level concept the vision for how they may scale the delivery of the activities in scope for the PLIS Project to other potentially in scope activities such as:

- Delivery of services and components to support other eHealth projects; and
- Delivery of common services (e.g. identity management) within British Columbia, beyond the Ministry of Health.

Each Proponent should also describe, based on their experience, the issues or potential barriers they may face in scaling PLIS and how they might manage these issues.

5.7.9 References

Proponents are required to provide three (3) client references that are directly related to a project or service delivery and operation of similar size and magnitude to the opportunity described in this JSRFP. At least (1) one of the three (3) references should be directly related to Clinical Information Systems, whether it is a reference of the Proponent or its Subcontractor as the case may be

Proponents should detail the contact name, phone number, and the duration and description of the project or service delivery. Proponents will be notified by the Province before any of these references will be contacted, which may take place at any point during the JSP Process. In addition, the Province, at its sole option, may undertake further reference checks by contacting other corporate and project references in addition to the ones provided by the Proponent.

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Appendix A. PROPOSAL COVERING LETTER

Letterhead or Proponent's name and address

Date

Ministry of Labour and Citizens' Services
Strategic Acquisitions and Technology Procurement Branch
c/o Commissionaires Desk
1st Floor, 548 Michigan Street
Victoria, British Columbia, V8V 1S3
Attention: Benjamin Chua

Dear Sir/Madam:

Subject: Joint Solution Procurement Request for Proposal for the Provincial Laboratory Information Solution Project No. SATP-162 including any amendments (the "JSRFP").

The enclosed Proposal is submitted in response to the above-referenced JSRFP. Through submission of this Proposal we agree to be bound by all of the terms and conditions of the JSRFP.

We have carefully read and examined the JSRFP and have conducted such other investigations as were prudent and reasonable in preparing the Proposal. We agree that subject to the terms and conditions of the JSRFP we shall also be bound by statements and representations made in this Proposal.

Yours truly,

_____

Signature

Name: _____

Title: _____

Legal name of Proponent: _____

Date: _____

Appendix B. RECEIPT CONFIRMATION FORM

Provincial Laboratory Information Solution Project
Closing Date: Tuesday, March 14, 2006
Joint Solutions Request for Proposal No. SATP-162
Ministry of Health

To receive any further information about this JSRFP please return this form to:

Attention: Benjamin Chua
Mail: Ministry of Labour and Citizens' Services
Strategic Acquisitions and Technology Procurement Branch
c/o Commissionaires Desk
1st Floor, 548 Michigan Street
Victoria, British Columbia, V8V 1S3

Fax: (250) 356-0846
Email: pcadmin@gov.bc.ca

Company: _____

Street address: _____

City/Province: _____ **Postal Code:** _____

Mailing address if different: _____

_____

Phone number: _____ **Fax number:** _____

Contact person: _____

e-mail: _____

Unless it can be sent by fax, or email further correspondence about this JSRFP should be sent by courier collect as follows:

Courier collect.
Provide Courier name and account no: _____

_____

Signature: _____

Title: _____

Appendix C. JOINT SOLUTION DEFINITION AGREEMENT

The Preferred Proponents must enter into a Joint Solution Definition Agreement with the Province that will govern the actions of the Province and the Preferred Proponents during the Joint Solution Definition Phase, the Due Diligence & Negotiation Phase and the Contract Negotiation Phase. The Joint Solution Definition Agreement will include, but not be limited to, the provisions summarized below:

1. general representations, warranties and covenants;
2. conflict of interest provisions including representations and warranties in respect of conflicts and a requirement to implement a conflicts plan;
3. evaluation process including formation of the evaluation committee; certain evaluation criteria used to evaluate the Preferred Proponents; and the debriefing process;
4. the right of the Province to amend, modify or suspend the JSP Process or suspend or cancel negotiations with a Preferred Proponent;
5. right of the Province to designate an alternate Preferred Proponent;
6. obligation of Preferred Proponents to bear all of their own expenses;
7. restriction on lobbying and on any contact with Ministry or government personnel except as authorized by the Province;
8. due diligence covenants including certain rights of the Preferred Proponent to seek information from the Province and the right of the Province to consult outside references and obtain third party information regarding the Preferred Proponent;
9. the Province being under no obligation to enter into a Final Contract;
10. no obligation for the Final Contract to be based upon the JSRFP and the ability of the Province and the Preferred Proponent to enter into arrangements that exceed or only include part of the scope contemplated by the JSRFP;
11. duty of the Preferred Proponent to act in good faith throughout the JSP Process;
12. confidentiality provisions including (a) the Province agreeing to keep detailed Solutions of the Preferred Proponent confidential subject to reasonable exceptions in order to facilitate the JSP Process and subject to the Freedom of Information and Protection of Privacy Act; and (b) the parties agreeing on processes for information to be released in certain circumstances to other stakeholders;
13. privacy provisions;
14. intellectual property provisions including ownership rights, representations, warranties, indemnities and cross licensing provisions;
15. the term of the JSP Process, default provisions, termination rights and consequences of termination or breach;
16. a summary of certain terms that would be required to be included in the Final Contract including risk allocation, audit and reporting, limited force majeure, change control, service levels, default, privacy and confidentiality, proprietary rights, acceptance testing, termination services, dispute resolution and Province funding restrictions;

17. no representations or warranties from the Province; no liability of the Province for indirect or similar types of damages; and a limit of liability of the Province equal to the reasonable direct expenses incurred by the Preferred Proponent;
18. no liability for errors or inaccuracies of the Province;
19. no assignment right for the Preferred Proponent;
20. manner in which consortiums and their members are obligated to the Province; and
21. general provisions including notice, governing law, entire agreement, nature of relationship, survival and execution.

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Appendix D. PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by_____ (the "Province") and _____(the "Service Provider") respecting _____ (the "Agreement").

Definitions

1. In this Schedule,
   (a) "**Act**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
   (b) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
   (c) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Service Provider as a result of the Agreement or any previous agreement between the Province and the Service Provider dealing with the same subject matter as the Agreement.

Purpose

2. The purpose of this Schedule is to:
   (a) enable the Province to comply with its statutory obligations under the Act with respect to personal information; and
   (b) ensure that, as a service provider, the Service Provider is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Service Provider may only collect or create personal information that is necessary for the performance of the Service Provider's obligations, or the exercise of the Service Provider's rights, under the Agreement.

4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Service Provider must collect personal information directly from the individual the information is about.

5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Service Provider must tell an individual from whom the Service Provider collects personal information:
   (a) the purpose for collecting it;
   (b) the legal authority for collecting it; and
   (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Service Provider's collection of personal information.

Accuracy of personal information

6. The Service Provider must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Service Provider or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Service Provider receives a request for access to personal information from a person other than the Province, the Service Provider must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Service Provider to provide such access and, if the Province has advised the Service Provider of the name or title and contact information of an official of the Province to whom such requests are to be made, the Service Provider must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any personal information, the Service Provider must annotate or correct the information in accordance with the direction.

9. When issuing a written direction under section 8, the Province must advise the Service Provider of the date the correction request to which the direction relates was received by the Province in order that the Service Provider may comply with section 10.

10. Within 5 business days of correcting or annotating any personal information under section 8, the Service Provider must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Service Provider disclosed the information being corrected or annotated.

11. If the Service Provider receives a request for correction of personal information from a person other than the Province, the Service Provider must promptly advise the person to make the request to the Province and, if the Province has advised the Service Provider of the name or title and contact information of an official of the Province to whom such requests are to be made, the Service Provider must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Service Provider must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Service Provider must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Service Provider must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Service Provider may only use personal information if that use is:
    (a) for the performance of the Service Provider's obligations, or the exercise of the Service Provider's rights, under the Agreement; and
    (b) in accordance with section 13.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Service Provider may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Service Provider's obligations, or the exercise of the Service Provider's rights, under the Agreement.

17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Service Provider must not disclose personal information outside Canada.

Inspection of personal information

18. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Service Provider, enter on the Service Provider's premises to inspect any personal information in the possession of the Service Provider or any of the Service Provider's information management policies or practices relevant

to its management of personal information or its compliance with this Schedule and the Service Provider must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

19. The Service Provider must in relation to personal information comply with:
    (a) the requirements of the Act applicable to the Service Provider as a service provider, including any applicable order of the commissioner under the Act; and
    (b) any direction given by the Province under this Schedule.

20. The Service Provider acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

21. If for any reason the Service Provider does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Service Provider must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

22. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Service Provider, terminate the Agreement by giving written notice of such termination to the Service Provider, upon any failure of the Service Provider to comply with this Schedule in a material respect.

Interpretation

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

24. Any reference to the “Service Provider” in this Schedule includes any subcontractor or agent retained by the Service Provider to perform obligations under the Agreement and the Service Provider must ensure that any such subcontractors and agents comply with this Schedule.

25. The obligations of the Service Provider in this Schedule will survive the termination of the Agreement.

26. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

27. The Service Provider must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or the law of any jurisdiction outside Canada.

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Appendix E. DRAFT TRANSPARENCY POLICY

To serve the public interest, the Province of British Columbia adopted an ASD Transparency Policy in November 2005. The goal of this policy is to release as much information as possible to the public while protecting confidential and commercially sensitive information of the Province and its service providers.

The result of this policy will be that much more contract information in large scale alternative service delivery transactions ("ASD"s) will be disclosed more proactively than they have been in the past.

This policy was developed in consultation with ministries, Partnerships BC, and ASD service providers to ensure a practical policy that is commercially acceptable to all parties. The implications of this new disclosure policy mean that contract details will be disclosed as long as they (a) do not compromise legal obligations; and (b) adhere to a set of transparency principles outlined below.

Government business requires a presumption of maximum transparency, subject only to non-disclosure principles which are consistent with generally accepted business practice.

Transparency Principles (applies to any information being released)

1. Information that is disclosed will not compromise "confidential or commercially sensitive information" (definition below) of either the service provider or the Province.
2. The public interest, including for example security of provincial or private sector assets, will not be put at risk.
3. Disclosure would not breach any existing legal constraints that the Province is subject to.
4. Disclosure would not compromise the competitive efficiency of the marketplace.

Definition: "Confidential" or "Commercially Sensitive Information"

"Confidential" or "Commercially Sensitive Information" is defined for this policy as information that would be harmful to the commercial interests of a private sector service provider if exposed (e.g. to their competitors, teaming partners, customers, insurers etc.), or to the security or negotiating position of the Province. Information that would be considered "Confidential" or "Commercially Sensitive Information" would include but not be limited to the following types of information:

- Competitive Proposals;
- Economic model and detailed cost or pricing information (except for overall contract value);
- Corporate margins, including overhead or profit margins;
- Specific financial penalty amounts (description of principles and potentially penalty ranges would be disclosed);
- Names of key staff (other than corporate officers);
- Descriptions of proprietary technology, business processes, or methodologies, including ownership of intellectual property provisions;
- Productivity statistics (that could be deconstructed to provide competitive information such as number of staff proposed etc.);
- Strategic clauses related to labour relations;

- Details of third party/subcontractor relationships (names of material subcontractors are released);
- Business development plans and targets;
- Service provider's corporate strategies;
- Disaster recovery and business continuity plan details;
- Limitations of liability, indemnities, and warranties; and
- Other which may include but not be limited to gain sharing provisions, terms and conditions around transition, security policies, practices and procedures.

Implementation of the Transparency Policy

The policy is being implemented as follows:

a. For New ASD Contracts

Disclose the Transparency Policy to all potential ASD service providers up front as part of the procurement process and embed the principles into final contracts.

Service providers must accept the Transparency Policy in order to do business with the Province.

Cabinet approval is required for any ASD contracts that deviate from this policy.

The Province will train and direct all negotiating teams on the new Transparency Policy.

Procurement documentation will continue to be made available to the public and Project Summary documents will continue to be made public after contract signing.

The Province will also report publicly on performance against project objectives, and key measures that demonstrate service to the public, government's service commitments, etc. Reports will be based on the transparency principles.

Contract documentation will also be publicly released. In order to be able to publicly release clear, coherent contract documentation without significant severing, it is intended that ASD contracts will be designed and divided into two portions; first, the publicly releasable document, which will contain the great majority of contract details; and second, a small separate confidential section which will contain those contract elements which are deemed absolutely confidential as per the above described transparency principles.

b. For Existing ASD Contracts

The legal constraints surrounding existing ASD contracts are higher than will be the case for future ASD contracts as they were entered into without prior notice to the service providers about the extent of transparency and are based on commitments by the Province to protect confidential information.

Existing ASD contracts will be reviewed and further opportunities for public disclosure will be identified, based on the transparency principles (for both the service provider and Province) and within the terms of the existing contract.

Gaps between existing contracts and the Transparency Policy will be identified.

The Province will seek agreement from existing service providers to close the identified gaps.

The Province will honour contract commitments in cases where the service provider does not agree to increased contract disclosure or when it is not in the best interest of the Province.

The Province will consider renegotiating disclosure provisions for ASD contracts being modified, renewed, or extended.

The Province will implement public reporting on performance against project objectives, key measures that demonstrate service to the public, government's service commitments, etc. Reports will be based on the transparency principles.

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Appendix F. TECHNICAL CONTEXT

1 SYSTEM CONTEXT

Infoway has recommended an architecture approach for the EHRS that is described in the document, *EHRS Blueprint Version 2.1,* published by Infoway in November 2005 (Infoway Blueprint).

More information on the Infoway Blueprint is available at www.infoway.ca. The diagram below is an extract from the Infoway Blueprint.

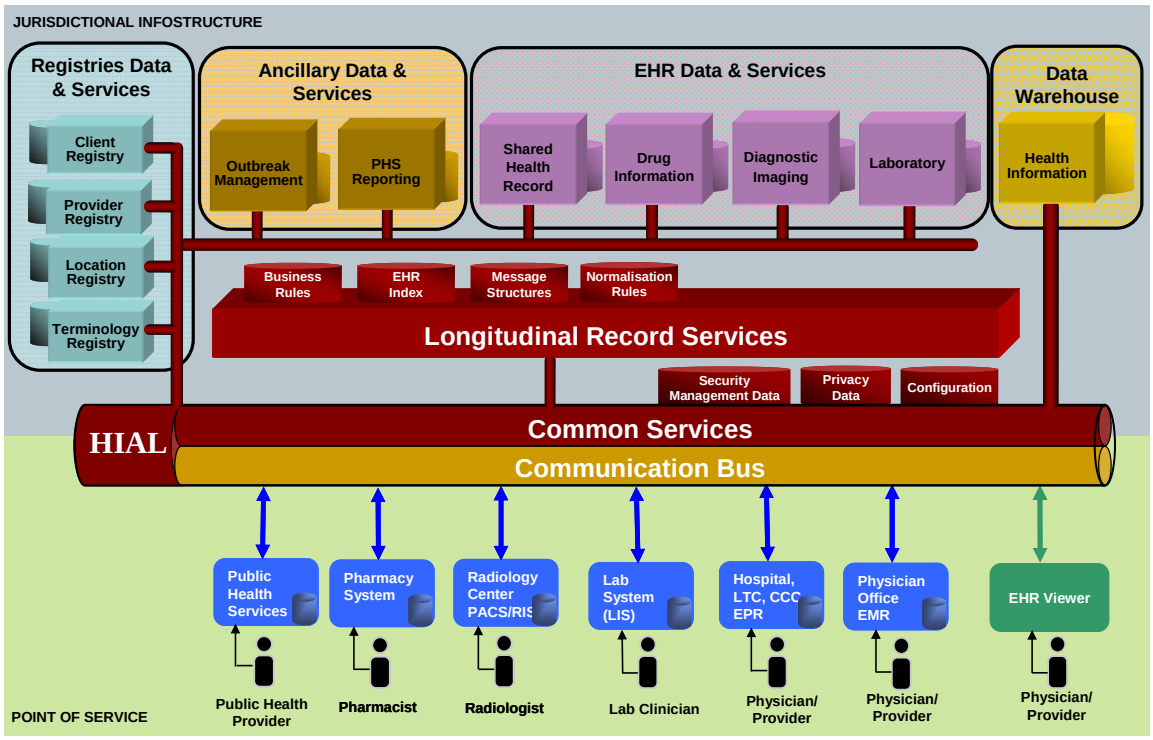

Figure 20 – Infoway Blueprint

British Columbia has adopted Infoway's approach as its conceptual system architecture, as described in the document entitled *BC eHealth Conceptual System Architecture*. The BC eHealth Conceptual System Architecture will be made available in Stage 2 in the Restricted Documents Room.

Privacy and security are central aspects of the British Columbia EHRS. The British Columbia EHR architecture will be aligned with the Infoway privacy and security architecture, also documented on the Infoway web site. In addition, the architecture must be compliant with British Columbia's legislation including the *Freedom of Information and Protection of Privacy Act*.

2 CURRENT BC EHR INFRASTRUCTURE

PLIS is part of the overall British Columbia EHRS. Health Authorities and the Ministry have a number of systems, networks, processes and collaborative groups that will aid in EHR development, such as:

a. Private Network Gateway ("PNG") - a private network among the Health Authorities.

As of June 2005, inter-Health Authority email is being routed over the PNG. The intent is that all Health Authority electronic data exchange will eventually flow over the PNG. In addition, work is underway to connect the PNG to SPAN\BC, giving PNG connectivity to the Ministry as well.

b. Client Registry - the system developed using the Initiate identity hub product, that records and provides access to individual identification and location information, and contains combined data and application standards that define how health providers assign Personal Health Numbers.

c. Provider Registry - a centralized electronic registry of healthcare provider data on all licensed service providers.

d. PharmaNet - a province-wide network linking all pharmacies into a central set of data systems that provide data and services to support Drug dispensing, Drug monitoring and claims processing (PharmaNet could be the basis of a complete Drug information system).

Health Authorities currently have, or are in the process of building, regional consolidated Clinical Information Systems that form regional versions of the EHRS. These systems are equivalent to (or map to) hospital information systems, public laboratory systems and radiology systems as identified in the Infoway Blueprint.

Health Authorities have made significant investment in Microsoft.net technology. Microsoft Biztalk has been chosen by the Health Authorities as the common integration engine technology. The Health Authority integration engines will form the basis of the regional gateways to the provincial EHRS. PLIS will need to interface with Microsoft Biztalk.

3 STANDARDS

3.1 PLIS STANDARDS

The Provincial Laboratory Information Solution will use open industry standards when available and where appropriate (these standards include but are not limited to: TCP/IP, IPSEC, HL7, UNIX, Windows, HTTP, HTML, XML, SSL, Java, J2EE and 'Microsoft .NET'). This approach will allow for the possible future exchange of information between these provincial information systems. Adoption of several of these standards could also prove to be essential to the development of a pan-Canadian EHRS.

British Columbia is committed to implementing Canadian HL7 v3 standards and may be an early adopter of the Canadian HL7 v3 laboratory messaging standard. British Columbia is actively working on establishing a provincial laboratory test name standard nomenclature, as well as participating in the development of a national laboratory standard nomenclature. It is anticipated that the Solution will require translation services to interface with legacy systems that have not yet adopted current standards.

In the interest of providing versatility, interoperability, and robustness, it is advantageous to use a Solution which provides for adaptive functionality for all of the previously outlined standards. This will provide immediate benefits during the initial implementation of inter-provincial interfaces and significant future advantages with respect to interface maintenance and updates. Utilization of recognized standards on a national basis will contribute to broad based standards adoption by Vendors, and ultimately contribute to a larger, more easily integrated suite of software options than is currently available.

Using pervasive standards such as UNIX and Windows as operating systems and TCP/IP as the networking standard will ensure available and extensive expertise and resources to support the operation of the Provincial Laboratory Information Solution. The utilization of web technology

standards such as Web-Services, HTTP, HTML, XML and SSL will allow for ease of access from authorized systems. This will provide for access from a simple web browser and extends access capabilities to almost any desktop without the need for additional software installation at the desktop.

3.2 EHR Infrastructure Standards

In addition to the above PLIS standards, the EHR infrastructure services must be designed according to evolving provincial, national and international standards:

- **Data** – the EHR infrastructure services must conform to standards that support the protocols of the Domain Repositories and point of service systems. While domains such as Lab, Drug and DI will apply their own business rules prior to sending a message into the HIAL, the EHR infrastructure services must be designed in a flexible manner to evolve over time as different domain specific groups develop the pan-Canadian standard over the next several years.
- **Privacy and Security** – must be able to meet the different standards that will be presented by systems that have established trading partner agreements for how security will be handled by systems within a network (such as a repository) or outside of the provincial network (such as a point of service system). The EHR infrastructure services should support both shared and trusted models for authentication.
- **Audit and Logging** – compliance with industry standards for auditing and logging of the system. The EHR infrastructure services must demonstrate compliance with medico-legal standards for the preservation of electronic records.
- **Messaging** – the EHR infrastructure services must be HL7 compliant with a plan for the adoption of the V3 messaging standard.
- **Protocol** – the EHR infrastructure services must follow the Province's Common IT Services standards for application and network protocols.

3.3 Standards Management

Achieving broad acceptance of standards can be an extended process that may result in incremental adjustments to the standards. As the standards become available, it is expected that PLIS will adopt such standards.

It is possible that the standards will not be completely defined and available for the Joint Solution Definition Phase or during negotiation of the Final Contract. If pan-Canadian standards are not available in time for the interface design, the Province will provide interim standards and will also reserve the right to move the Solution to new pan-Canadian standards when those standards are defined. The Final Contract will include a change management process that will be used to manage any such required adjustments to the standards.

4 Conceptual PLIS Architecture

PLIS is an integral part of the Province's overall eHealth solution. The diagram below presents a high level view of the PLIS conceptual architecture and how it fits within the Province's EHR architecture in the context of the Infoway Blueprint.

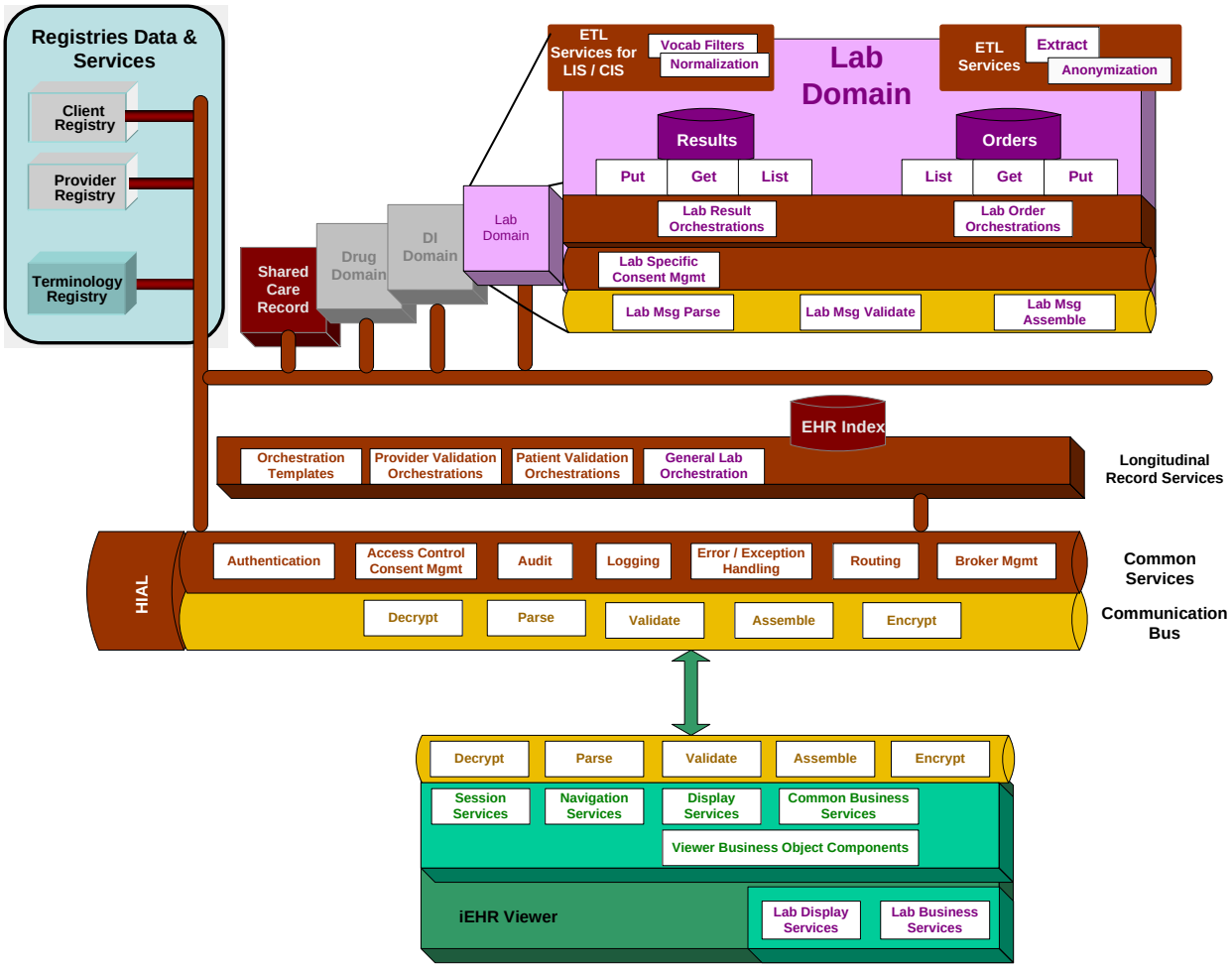

Figure 21 – PLIS Conceptual Architecture

5 PLIS KEY FEATURES

PLIS must conform to the following description of a Jurisdictional Laboratory Information Solution (JLIS).

> *A JLIS is development and deployment of EHRS solution components, which disseminates Laboratory Test Results to Clinicians and other stakeholders. In a JLIS, authorized healthcare professionals can access and view clinical information on-line, through an EHR, in their work environment using 'customized viewers' (e.g. for physicians, nurses, etc.).*[3]

The functionality of a JLIS is integrated with and built on the laboratory specific functions of a Laboratory Information System as illustrated below.

[3] Canada Health Infoway Blueprint, July 2003.

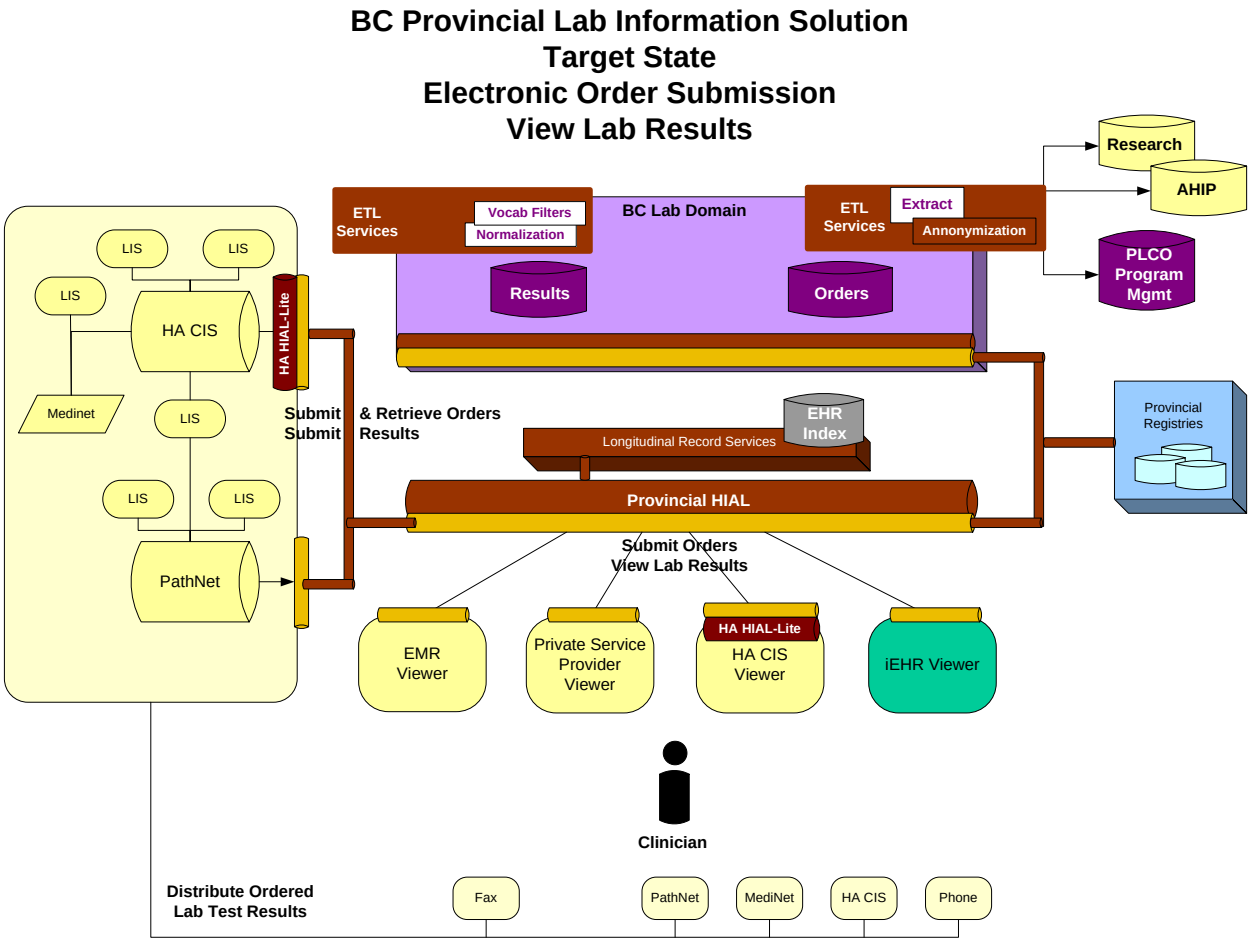

Figure 22 – PLIS Target State, View Lab Results

5.1 PLIS Technical and Business Capabilities

PLIS is expected to have the following capabilities among others:

1. access and view of patient laboratory orders and test results by any authorized Clinicians, 24x7, 365 days a year;
2. display all Laboratory Test Results generated by all public and private Laboratory Service Providers operating in British Columbia;
3. interface with the Laboratory Information Systems or repositories of public and private Laboratory Service Providers. Examples of the products currently in use include Meditech, Cerner, and Misys;
4. provide secure access by Clinicians from any location. Access could be provided using an existing hospital information system, Clinical Information System or practice office system, or a web based viewer from locations that do not have any of these information systems;
5. provide laboratory orders and results for management reporting, health surveillance and clinical research and analysis;

6. transform laboratory orders and results into normalized form in terms of test names and resulting values and ranges;
7. provide laboratory results in a secure manner that respects a patient's right to privacy and is compliant with legislation including the *Freedom of Information and Protection of Privacy Act* and guidelines;
8. ensure medical values and results are not able to be altered by the Clinician or user;
9. provide audit history of access to patient information;
10. support consent management by the individual patient;
11. identify patients by PHN; and
12. support automated PHN merge or unmerge information from Client Registry in a timely manner.

5.2 EHR INTEGRATION

PLIS will operate as part of the British Columbia EHR infrastructure which consists of provincial registries (e.g. Client Registry), provincial domain services (e.g. Lab, Drug, DI) and regional domain services (e.g. shared care record). The EHR infrastructure will tie the Health Information Access Layer (HIAL) and Longitudinal Record Services (LRS) together and make them available to point of care applications.

5.3 ELECTRONIC HEALTH RECORD INFRASTRUCTURE KEY FEATURES

The iEHR Project will ultimately deliver the following components with capabilities for supporting all domain repositories identified in the Infoway Blueprint (laboratory, Drug, DI, and provincial shared care record):

- HIAL;
- Longitudinal Record Services;
- shared care record;
- terminology registry; and
- EHR viewer.

5.3.1 HIAL

The HIAL is a collection of common electronic services required to provide integrated information access to clinical information such as laboratory results.

The HIAL is a gateway that acts as an abstraction layer to separate point of care applications from the EHR infrastructure. It is made up of service components, service roles, information models and messaging standards required for the exchange of EHR data and the execution of interoperability profiles between EHR services. The HIAL is broken down into two layers of services: the common services and the communication bus services.

5.3.1.1 Common Services

Common services will contain orchestrations to coordinate the message flow and execution of common process flows. It is desirable that these orchestrations can be easily reusable by other jurisdictions with similar technology. Common services include but are not limited to:

- authentication;

- access control;
- consent management;
- audit;
- logging;
- error and exception handling; and
- broker configuration and operations management.

In addition, there may be some common services that are required by other EHR domains, such as:

- digital signatures for e-prescribing; and
- minimal publish and/or subscribe services (e.g. Client Registry PHN merge and unmerge messages).

5.3.1.2 Communication Bus

The communication bus will be built in such a way that subsets of it can be easily plugged into other EHR systems that connect with the HIAL (e.g. EHR viewer, Health Authority brokers etc.). The services provided by the communication bus will include but are not limited to:

- encryption and decryption;
- HL7v3 message parsing, assembly and validation; and
- network and application protocols.

The main purpose of the HIAL is to enable common specifications and normalized processing to:

- provide a simple message based approach to support all interactions between point of care applications and an EHR infrastructure;
- ensure consistent semantic meaning of information across points of service;
- enable consistent application of security rules to accessed data (read or write);
- enable consistent application of privacy related policies including consent, access rights, logging, auditing, cross-jurisdictional uses, surveillance uses and others;
- enable standardized integration approach with any point of care application through a UDDI compatible approach;
- abstract the complexities associated with components that make up the EHR infrastructure
- allow non-disruptive evolution of EHR infrastructure capabilities and applications at the point of service;
- enable a controlled environment in an EHR infrastructure to apply service level agreements for intra and cross-jurisdictional interoperability;
- enable publish and subscribe as well as notification and alert mechanisms across points of service to support the accuracy of data as well as workflow and decision support capabilities.

More information about the HIAL, EHR services and the EHR in general, is available in the Infoway Blueprint and the EHR Privacy and Security Requirements that can be found on the Infoway website (www.infowayinforoute.ca).

5.3.1.3 Longitudinal Record Services

In an EHR infrastructure, the longitudinal record service is the central component that coordinates and manages the existence and location of clinical information about clients. One of the main features of the longitudinal record service is an index of all events tracked or maintained across the entire EHR. Through this index, a consistent longitudinal and cross-domain view of the clinical information of a client is always available.

A fully functioning longitudinal record service may not be required in the initial implementation of PLIS but is required in the target architecture.

5.3.1.4 Shared Care Record

The shared care record is a set of repositories (provincial and regional) that manage other clinical information not contained in the other three EHR repositories (Lab, Drug, DI). It includes both structured data and unstructured clinical documents. Some potential examples include hospital discharge summaries, referral summaries, patient conditions, immunizations.

5.3.1.5 Terminology Registry

The development and implementation of the terminology registry will initially contain laboratory and common HL7 nomenclature. It will have the capacity to expand to include other domain nomenclature.

5.3.1.6 EHR Viewer

The initial version of the EHR viewer will be a web application providing view and update functionality to Clinicians that do not have access to another viewer, or where their existing viewer does not yet have the full British Columbia eHealth functionality. The viewer is expected to be comprised of a subset of the communication bus plus a web application framework providing but not limited to:

- Common services
  - Session services;
  - Navigation services;
  - Common display services;
  - Common business services; and
  - Viewer business object components.
- Domain specific services
  - Domain specific business services, and
  - Domain specific information display services.

6 PLIS OPERATING ENVIRONMENT

PLIS will require a highly available, physically secure, redundant data centre. It is essential that the laboratory domain repository and infrastructure services operate on 24x7, 365 days a year basis with disaster recovery provisions. The data centre will need to be connected to the provincial health network provided and managed by the Province. There may be consideration given to expanding this data centre to support other provincial eHealth services in the future.

7 PLIS OPERATION SUPPORT

The PLIS Project includes the ongoing operations and support of the EHR infrastructure services, PLIS repository and interfaces and the required operational server, storage and communications technology used to provide these services. Using Information Technology Information Library (ITIL) terminology this would include but not be limited to:

- service desk;
- application management services (e.g. tier 2 technical support, problem management, environment change management, release management, software configuration management);
- hardware maintenance (e.g. hardware configuration management, capacity management, technology refresh; and
- security services as defined in the Solution.

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Appendix G. LIST OF WEBSITES IN JSRFP

Description	Website
Government Website	www.gov.bc.ca
Ministry of Health	www.healthservices.gov.bc.ca
Ministry of Health Publications	http://www.health.gov.bc.ca/cpa/publications/index.html
Provincial Laboratory Coordinating Office, British Columbia Laboratory Services Review 2003	www.plco.ca
Laboratory Services Transformation Strategy	http://www.plco.ca/publications
Canada Health Infoway and the Infoway Blueprint, 2003	www.infoway.ca
Core Policy and Procedures Manual	http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/CPMtoc.htm
Office of the Chief Information Officer, Privacy and Security Protection Policies	http://www.cio.gov.bc.ca/
Office of the Information Protection and Privacy Commissioner for British Columbia – Guidelines for Data Services Contracts.	http://www.oipcbc.org/advice/Guidelines-Data_services.pdf
FOIPPA and related policies and guidelines	http://www.mser.gov.bc.ca/privacyaccess/
Canadian Institute for Health Information	www.cihi.ca